

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



MONDAY, JANUARY 15, 2018

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, January 15, 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 Jason Nelson, Rose Hill United Methodist Church, 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 Reports and Announcements

- January 17, 2018– First day to apply for Place on Ballot for the May 5, 2018 City General Election

- February 10, 2018 – **2nd Saturday at the Depot**
- February 16, 2018 – Last date to file Application for Place on Ballot
- February 27, 2018 – **Trailride Reception** – 12 Noon at the Depot
- March 10, 2018 – **2nd Saturday at the Depot**
- TBA – **Shattered Lives Event** – Concordia Lutheran High School
- April 7, 2018 – **7th Annual 5K Bunny Run and 1 Mile Kids Walk**
- April 14, 2018 – **2nd Saturday at the Depot**
- April 28, 2018 – **Lions Club Car Show at the Depot**
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Jonathan Fontenot or Shera Carriker – Report on success of the Fire Department **“Christmas for Families”** Program

6.0 Approve the Minutes of the January 2, 2018 Regular Tomball City Council Meeting and the January 8, 2018 Special Tomball City Council Meeting

7.0 Old Business:

7.1 Adopt, on Second Reading, Ordinance No. 2018-01, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include all of the Territory within Certain Limits and Boundaries and Annexing to the City of Tomball all of the Territory within Such Limits and Boundaries; Approving a Service Plan for all of the Area within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause (Remaining Portion of Tract 1: 0.5968 Acre of Land Situated in the Chauncey Goodrich Survey, Abstract Number 311, City of Tomball, Harris County, Texas, Being a Portion of that Certain Called 9.4852 Acres of Land Described in Deed and Recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2016-317524; Located within the Extraterritorial Jurisdiction of the City of Tomball, Texas) [Majed, Inc.]

8.0 New Business:

8.1 Approve Request by the Spring/Woodlands-based Rumble Cats Classic Car Club for Use of the Depot Festival Area for Its Annual “Rally in the Alley” Car Show, to be held on Saturday, March 3, 2018, from 7 a.m. to 5 p.m.

8.2 Approve Request by Tomball United Methodist Church for Use of the Tomball Depot Area to Host a Fee community Easter egg hunt on Saturday, March 31, 2018 from 2:00 p.m.–4:30 p.m. and Approve In-Kind Support by the City of Tomball for the Event.

8.3 Approve Resolution No. 2018-03, a Resolution of the City Council of the City of Tomball, Texas, Supporting the Annual Baseball Parade, to be held in Tomball on Saturday, March 23, 2018

8.4 Consideration and Possible Action regarding **Zoning Case P17-0145** Request by the City of Tomball to amend Sections 50-115 of the Tomball Code of Ordinances in regards to refuse areas.

- Conduct Public Hearing on **Zoning Case P17-0145**
- Adopt, on first 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 An Opaque 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.

- 8.5 Consideration and Possible Action regarding **Zoning Case P17-0137**: Request by Lance Langenhoven to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5.8588 acres of land 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 at Hospital Road, from the Agricultural District to the General Retail District.
- Conduct Public Hearing on Zoning Case P17-0137
 - Adopt, on first 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 Commercial 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.
- 8.6 Consideration and Possible Action regarding **Zoning Case P17-0166**: Request by Lance Langenhoven for a Conditional Use Permit to operate a mini-warehouse/self-storage facility at 419 E. Hufsmith Road. The property is approximately 5.8588 acres, 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, and is zoned Agricultural District.
- Conduct Public Hearing on **Zoning Case P17-0166**
 - Adopt, on First 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.
- 8.7 Approve Supplemental No. 1 to Gunda Corporation, LLC in Reference to E&P Project 2014-10014 – Broussard Park Site Improvements, in the Amount of \$126,748.00

- 8.8 Reject Bids for Project No. 2018-03 and Award BuyBoard Contract to John Deere for the Purchase of One (1) Compact Track Loader with Breaker, Hydro-Axe, 6-Way Blade, Auger and Bucket Attachments, in the Amount of \$119,112.42
- 8.9 Approve Supplemental No. 1 to Freese & Nichols in Reference to E&P Project 2017-10002 – Critical Needs Improvements for the North and South Wastewater Treatment Plants, in the Amount of \$125,206.00
- 8.10 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
- 9.0 Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 11th day of January 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: January 15, 2018

Topic:

- Led by Pastor Jason Nelson, Rose Hill United Methodist Church, 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: January 15, 2018

Topic:

- January 17, 2018– First day to apply for Place on Ballot for the May 5, 2018 City General Election
- February 10, 2018 – **2nd Saturday at the Depot**
- February 16, 2018 – Last date to file Application for Place on Ballot
- February 27, 2018 – **Trailride Reception** – 12 Noon at the Depot
- March 10, 2018 – **2nd Saturday at the Depot**
- TBA – **Shattered Lives Event** – Concordia Lutheran High School
- April 7, 2018 – **7th Annual 5K Bunny Run and 1 Mile Kids Walk**
- April 14, 2018 – **2nd Saturday at the Depot**
- April 28, 2018 – **Lions Club Car Show at the Depot**
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Jonathan Fontenot or Shera Carriker – Report on success of the Fire Department “**Christmas for Families**” Program

Background:

Origination:

Various

Recommendation:

N/A

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

City Secretary

ACTION TAKEN

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

ATTACHMENTS:

Notice of First day to Apply for Place on Ballot for the May 5, 2018 City General Election

NOTICE OF DEADLINE TO FILE APPLICATIONS FOR PLACE ON THE BALLOT
(AVISO DE FECHA LÍMITE PARA PRESENTAR SOLICITUDES PARA UN LUGAR EN LA BOLETA)
(THÔNG BÁO VỀ THỜI HẠN NỘP ĐƠN XIN GHI DANH TRÊN LÁ PHIẾU)
(申請選票席位 截止日期通知)

Notice is hereby given that applications for a place on the May 5, 2018 City of Tomball, Texas General Election ballot may be filed during the following time:
(Se da aviso por la presente que las solicitudes para un lugar en la boleta de la Elección General de la Ciudad de Tomball, Tejas de 5 de mayo de 2018 se pueden presentar durante el siguiente horario:)
(Theo đây xin thông báo quý vị có thể nộp đơn xin ghi tên tranh cử trên lá phiếu cho Cuộc Tổng Tuyển Cử của Thành Phố Tomball, Texas ngày 5 tháng Năm, 2018 vào ngày giờ sau đây:)
(特此通知, 申請 2018 年 5 月 5 日 Texas 州 Tomball 市 普通選舉之選票席位可於以下期間辦理登記:)

Filing Dates and Times:

(Fechas y Horario para Entregar Presentaciones):
(Ngày giờ nộp đơn):
(登記日期和时间):

Start Date: <u>January 17, 2018</u>	End Date: <u>February 16, 2018</u>
(Fecha Inicio): <u>17 de enero de 2018</u>	(Fecha Limite): <u>16 de febrero de 2018</u>
(Ngày bắt đầu: <u>17 tháng Một, 2018</u>)	(Ngày kết thúc): <u>16 tháng Hai, 2018</u>
(開始日期): <u>2018 年 1 月 17 日</u>	(截止日期): <u>2018 年 2 月 16 日</u>

Office Hours: Monday-Thursday: 7:45 a.m.-5:00 p.m.; Friday: 7:45 a.m.-4:00 p.m.
Horario de la Oficina: Lunes-Jueves: 7:45 a.m.-5:00 p.m.; Viernes: 7:45 a.m.-4:00 p.m.
Giờ làm việc: Thứ Hai - thứ Năm, 7:45 a.m.-5:00 p.m.; thứ Sáu: 7:45 a.m.-4:00 p.m.
辦公時間: 週一至週四: 上午 7:45 - 下午 5:00; 週五: 上午 7:45 - 下午 4:00

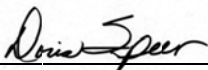
Physical address for filing applications in person for place on the ballot:
(Dirección a física para presentar las solicitudes en persona para un lugar en la boleta):
(Địa chỉ tiếp nhận đơn xin nộp trực tiếp):
(親自辦理選票席位申請地址):

City Secretary	La Secretaria de la Ciudad	Thư Ký Thành Phố	市秘書
City of Tomball, Texas	La Ciudad de Tomball, Tejas	Thành phố Tomball, Texas	Texas 州 Tomball 市
401 Market Street	401 Market Street	401 Market Street	401 Market Street
Tomball, Texas 77375	Tomball, Texas 77375	Tomball, Texas 77375	Tomball, Texas 77375

Address to mail applications for place on the ballot (if filing by mail):
(Dirección a donde enviar las solicitudes para un lugar en la boleta (en caso de presentar por correo))
(Địa chỉ nhận đơn xin gửi qua thư bưu điện (nếu nộp qua thư)):
(郵寄辦理選票席位申請地址 (如郵寄申請)):

City Secretary	Secretaria de la Ciudad	Thư Ký Thành Phố	市秘書
City of Tomball, Texas	La Ciudad de Tomball, Tejas	Thành phố Tomball, Texas	Texas 州 Tomball 市
401 Market Street	401 Market Street	401 Market Street	401 Market Street
Tomball, Texas 77375	Tomball, Texas 77375	Tomball, Texas 77375	Tomball, Texas 77375

Doris Speer, City Secretary/Secretaria de la Ciudad/
Thư Ký Thành Phố/市秘書
Printed Name of Filing Officer
(Nombre en letra de molde del Oficial de Archivos)
(Tên viết bằng chữ in của viên chức phụ trách thủ tục nộp đơn xin)
(登記官印刷體姓名)


Signature of Filing Officer
(Firma del Oficial de Archivos)
(Chữ ký của viên chức phụ trách thủ tục nộp đơn xin)
(登記官簽名)

December 4, 2017/4 de diciembre de 2017/
Ngày 4 tháng Mười Hai, 2017/2017 年 12 月 4 日
Date Posted (Fecha archivada) (Ngày đăng) (发布日期)

Regular City Council
Agenda Item
Data Sheet

Meeting Date: January 15, 2018

Topic:

Approve the Minutes of the January 2, 2018 Regular Tomball City Council Meeting and the January 8, 2018 Special Tomball City Council Meeting

Background:

Origination:

City Secretary

Recommendation:

N/A

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

City Secretary

ACTION TAKEN

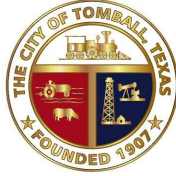
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other
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ATTACHMENTS:

Draft Minutes of the January 2, 2018 Regular Tomball City Council Meeting

Draft Minutes of the January 8, 2018 Special Tomball City Council Meeting

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



**TUESDAY, JANUARY 2, 2018
6:00 P.M.**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on **TUESDAY, January 2, 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

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
City Secretary – Doris Speer
City Attorney – Loren Smith
Police Chief – Billy Tidwell
Marketing Director – Mike Baxter
Director of Public Works – David Esquivel
Director of Community Development – Craig Meyers
City Engineer – Beth Jones
Community Center Manager – Rosalie Dillon

- 2.0 The invocation was led by Pastor Rick Brown, ChristBridge Fellowship, Tomball
- 3.0 The pledges to U. S. and Texas Flags were led by Pastor Rick Brown and Rosalie Dillon
- 4.0 No public comments were received.

5.0 Reports and Announcements:

- January 6, 2018 – 2nd Saturday at the Depot
- January 17, 2018– First day to apply for Place on Ballot for the May 5, 2018 City General Election
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Billy Tidwell reported on the success of Tomball Police Department’s **“Shop with a Cop”** Program
 - Jonathan Fontenot or Shera Carriker – Report on success of the Fire Department **“Christmas for Families”** Program will be presented January 15, 2018.
 - Councilman Townsend formally announced that he will not seek re-election in 2018.

6.0 Motion was made by Councilman Degges, second by Councilman Townsend, to approve the Minutes of the December 14, 2017 Special Tomball City Council Meeting and the December 18, 2017 Regular Tomball City Council Meeting

Motion carried unanimously.

7.0 Old Business:

- 7.1 Motion was made by Councilman Ford, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2018-02, 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 0.35 Acres of Land, Legally Described Tract 6 Block 2 Hirschfield Farms Sec 1 U/R, within the City of Tomball, Harris County, Texas, from the Agricultural District to the Commercial District; Said Property being generally Located on the South of Hirschfield Road between SH 249 and High Meadow 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.

- 7.2 Motion was made by Councilman Townsend, second by Councilman Ford, to adopt, on Second Reading, Ordinance No. 2018-05, an Ordinance of the City of Tomball, Texas, Finding and Determining that Public Convenience and Necessity no Longer Require the Continued Existence of a Part of an Unimproved Roadway Between South Pine Street and South Oak Street, All Situated in Block 31 of Revised Map of Tomball, Harris County, Texas, and as Recorded in Volume 004, Page 25 of the Map Records of Harris County, Texas; Vacating, Abandoning, and Closing Said Unimproved Roadway and Street Right-of-Way; Authorizing the Mayor to Execute and the City Secretary to Attest, Respectively, a Quitclaim Deed Conveying Said Unimproved Roadway and Street Right-of-Way to Lisa and James Bonnett; Providing for Severability; 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.

8.0 New Business:

- 8.1 Motion was made by Councilman Townsend, second by Councilman Ford, to approve Resolution No. 2018-01, a Resolution and Order of the City Council of the City Of Tomball, Texas, Ordering the General City Election, to be Held in the City of Tomball on Saturday, May 5, 2018; Designating the Polling Places and Appointing Election Officials for Such Election; Directing the Giving of Notice of Such Election; and Providing Details Relating to the Holding of Such Election.

Fue presentada una moción por el Concejal Townsend, secundada por el Concejal Ford, para aprobar la Resolución Nro. 2018-01, una Resolución y Orden del Consejo Municipal de la Ciudad de Tomball Texas, Ordenando una Elección Regular de Funcionarios Municipales a Celebrarse el sábado 5 de mayo de 2018; Designando los Lugares de Votación y Nombrando a los Oficiales Electorales de tal Elección; Instruyendo que se Notifique Sobre esta Elección; Designando la Fecha de una Elección de Desempate de ser Necesaria; y Proporcionando Detalles Referentes a la Celebración de Tal Elección.

Cuộc Vận Động được tiến hành bởi Ủy Viên Hội Đồng Townsend, tán thành bởi Ủy Viên Hội Đồng Ford, để chấp thuận Nghị Quyết số 2018-01, một Nghị Quyết và Sắc Lệnh của Hội Đồng Thành Phố Tomball, Texas, Yêu Cầu một Cuộc Bầu Cử Viên Chức Thường Lệ sẽ được tổ chức tại Thành Phố Tomball vào Thứ Bảy, ngày 5 tháng Năm, 2018; Chỉ định các Địa Điểm Bỏ Phiếu và Chỉ Định các Viên Chức Bầu Cử cho Cuộc Bầu Cử đó; Hướng Dẫn việc Đưa Ra Thông Báo của Cuộc Bầu Cử đó; Chỉ Định Ngày Bầu Cử Chung Cuộc nếu cần; và Đưa Ra các Chi Tiết có Liên Quan đến việc Tổ Chức Cuộc Bầu Cử đó.

提案是由市議員Townsend，第二由市議員Ford，批准決議案編號2018-01，為一德克薩斯州，Tomball市市議會決議及指示，特指示一市府官員普選，其將於2018年5月8日，星期六在Tomball市召開；並已為此選舉指定投票所地點以及指派選舉官員；指導發出本選舉之選舉通知；如需要，將指定決選日期；以及提供所有與召開本選舉相關的細節。

Motion carried unanimously.

La moción fue aprobada por unanimidad.

Cuộc Vận Đồng được nhất trí tiến hành.

議案獲得一致通過。

- 8.2 Motion was made by Councilman Stoll, second by Councilman Degges, to approve Resolution No. 2018-02, a Resolution of the City Council of the City of Tomball, Texas, Designating The Potpourri, Tomball Edition, as the Official Newspaper for 2018 for Publication of Matters Pertaining to the City of Tomball.

Motion carried unanimously.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 15th day of January 2018.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

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

MONDAY, JANUARY 8, 2018



5:30 P.M.

1.0 Call to Order

The Council meeting was called to order at 5:30 p.m. by Mayor Fagan. Other members present:

Councilman Ford
Councilman Stoll
Councilman Klein Quinn

Members absent:

Councilman Degges - Excused
Councilman Townsend - Excused

Others present:

City Manager – George Shackelford
City Secretary – Doris Speer
City Attorney – Loren Smith
Director of Community Development – Craig Meyers

2.0 No public comments were received.

3.0 New Business:

3.1 Motion was made by Councilman Ford, second by Councilman Stoll, to read Ordinance No. 2018-01 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Ford, second by Councilman Klein Quinn, to adopt, on First Reading, Ordinance No. 2018-01, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include all of the Territory within Certain Limits and Boundaries and Annexing to the City of Tomball all of the Territory within Such Limits and Boundaries; Approving a Service Plan for all of the Area within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause (Remaining Portion of Tract 1: 0.5968 Acre of Land Situated in the Chauncey Goodrich Survey, Abstract Number 311, City of Tomball, Harris County, Texas, Being a Portion of that Certain Called 9.4852 Acres of Land Described in Deed and Recorded in the Official Public

Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2016-317524; Located within the Extraterritorial Jurisdiction of the City of Tomball, Texas) [Majed, Inc.]. Vote was as follows:

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

Motion carried unanimously.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 15th day of January 2018.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: January 15, 2018

Topic:

Adopt, on Second Reading, Ordinance No. 2018-01, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include all of the Territory within Certain Limits and Boundaries and Annexing to the City of Tomball all of the Territory within Such Limits and Boundaries; Approving a Service Plan for all of the Area within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause (Remaining Portion of Tract 1: 0.5968 Acre of Land Situated in the Chauncey Goodrich Survey, Abstract Number 311, City of Tomball, Harris County, Texas, Being a Portion of that Certain Called 9.4852 Acres of Land Described in Deed and Recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2016-317524; Located within the Extraterritorial Jurisdiction of the City of Tomball, Texas) [Majed, Inc.]

Background:

Request for annexation was made by Majed, Inc., for annexation of approximately acres of land, known as Tract 1, in the Chauncey Goodrich Survey, Abstract No. 311, City of Tomball, Harris County, Texas. The 0.5968-acre tract is part of the original 9.4852-acre tract annexed into the City of Tomball in 2002, when the City annexed 500-ft. on either side of FM 2920 in order to provide utilities along FM 2920.

The remaining portion of the original tract is located within the Extraterritorial Jurisdiction of the City of Tomball and the owners wish to have the entire tract located within the City prior to development.

The required public hearings were held on December 4 and December 14, 2017; the second reading of Ordinance No. 2018-01 will be considered at the January 15, 2018 Regular Council Meeting.

Origination:

Majed, Inc.

Recommendation:

Adopt Ordinance No. 2018-01 on First Reading

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

City Secretary

ACTION TAKEN

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

ATTACHMENTS:

Ordinance No. 2018-01

ORDINANCE NO. 2018-01

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, EXTENDING THE CITY LIMITS OF SAID CITY TO INCLUDE ALL OF THE TERRITORY WITHIN CERTAIN LIMITS AND BOUNDARIES AND ANNEXING TO THE CITY OF TOMBALL ALL OF THE TERRITORY WITHIN SUCH LIMITS AND BOUNDARIES; APPROVING A SERVICE PLAN FOR ALL OF THE AREA WITHIN SUCH LIMITS AND BOUNDARIES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE (REMAINING PORTION OF TRACT 1: 0.5968 ACRE OF LAND SITUATED IN THE CHAUNCEY GOODRICH SURVEY, ABSTRACT NUMBER 311, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 9.4852 ACRES OF LAND DESCRIBED IN DEED AND RECORDED IN THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF HARRIS COUNTY, TEXAS, UNDER COUNTY CLERK'S FILE NUMBER RP-2016-317524; LOCATED WITHIN THE EXTRATERRITORIAL JURISDICTION OF THE CITY OF TOMBALL, TEXAS)

* * * * *

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

Section 1. The boundaries and limits of the City of Tomball, Texas, are hereby extended to embrace and include all of the territory described in **Exhibit "A"** attached hereto and made a part hereof and such territory hereby annexed to and made a part of the city.

Section 2. The plan for extension of municipal services into the territory annexed to the City of Tomball by the provisions of this ordinance is set forth in the "Municipal Service Plan" attached hereto as **Exhibit "B"** and made a part hereof for all purposes. Such Municipal Service Plan is hereby approved.

Section 3. If any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no

wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect; and should this Ordinance for any reason be ineffective as to any part of the territory hereby annexed to the City of Tomball, such ineffectiveness of this Ordinance as to any such part or parts of any such territory shall not affect the effectiveness of this ordinance as to all of the remainder of such territory or area, and the City Council hereby declares it to be its purpose to annex to the City of Tomball every part of the territory described in Section 1 of this ordinance, regardless of whether any other part of such described territory is hereby effectively annexed to the City. Provided, further, that if there is included in the general description of territory set out in Section 1 of this Ordinance to be hereby annexed to the City of Tomball any territory which is already a part of and included within the general limits of the City of Tomball, or which is presently part of and included in the limits or extraterritorial jurisdiction of any other city, town, or village, or which is not within the City of Tomball's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted territory were especially and specifically described herein.

Section 4. Severability. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas declares that it would have passed each and every

part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

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 8TH DAY OF JANUARY 2018.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 15TH DAY OF JANUARY 2018

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

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary

EXHIBIT "A" – Page 1

Being a Portion of Tract 1: 0.5968 Acres of Land out of a 9.4682-Acre Tract in the Chauncey Goodrich Survey, Abstract No. 311, Harris County, Texas.

METES AND BOUNDS

0.5968 of one acre or 25,995 square feet of land situated in the Chauncey Goodrich Survey, Abstract Number 311, City of Tomball, Harris County, Texas, being a portion of that certain called 9.4852 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number RP-2016-317524, said 0.5968 of one acre or 25,995 square feet of land being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8 inch iron rod with cap found at the intersection of the Southeasterly right-of-way line of F.M. 2920 (120 foot right-of-way) as described in deed and recorded under Volume 1256, Page 395 of the Deed Records of Harris County, Texas with the Westerly right-of-way line of Treichel Road (as monumented) recorded under Volume 24, Page 178 of the Harris County Commissioner's Court Minutes, for the Northeasterly corner of that certain called 0.1160 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number 20080147039;

Thence, S 50°41'50" W, along the Southeasterly right-of-way line line of said F.M. 2920, a distance of 1.71 feet to a 5/8 inch iron rod found for the Northwesterly corner of said 0.1160 acre tract, the Northeasterly corner of said 9.4852 acre tract;

Thence, S 03°34'31" E, along the Westerly line of said 0.1160 acre tract, a distance of 522.93 feet to a 5/8 inch iron rod found for an angle point;

Thence, S 02°10'07" E, continuing along the Westerly line of said 0.1160 acre tract, a distance of 14.25 feet to a 5/8 inch iron rod found in the Northerly line of that certain called 5.00 acres of land conveyed by deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number S099288 and described in deed recorded under Volume 1149, Page 375 of the Deed Records of Harris County, Texas, for the most Northerly Southeast corner of said 9.4852 acre tract;

Thence, S 87°02'11" W, along the Northerly line of said 5.00 acre tract, a distance of 400.22 feet to a Mag Nail in a wood post found for the Northwesterly corner of said 5.00 acre tract;

Thence, S 02°55'23" E, along the Westerly line of said 5.00 acre tract, a distance of 299.60 feet to a 5/8 inch iron rod with cap found at the intersection of the Westerly line of said 5.00 acre tract with the Southeasterly City of Tomball City Limits line as established by deed recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number W304507, for the POINT OF BEGINNING of the herein described tract of land;

Exhibit "A" – Page 2

Thence, S 02°55'23" E, continuing along the Westerly line of said 5.00 acre tract, a distance of 195.56 feet to a 5/8 inch iron rod with cap found in the Northerly line of that certain called 21.6877 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number G505834, for the Southwesterly corner of said 5.00 acre tract and the most Southerly Southeast corner of said 9.4852 acre tract;

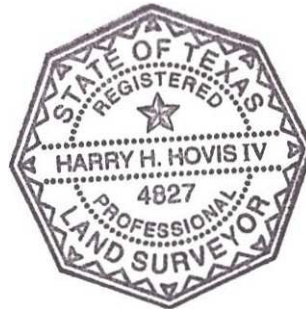
Thence, S 87°00'53" W, along the Northerly line of said 21.6877 acre tract, a distance of 265.85 feet to a 5/8 inch iron rod with cap set at the intersection of the Northerly line of said 21.6877 acre tract with the Southeasterly line of said City of Tomball City Limits line, from which a 5/8 inch iron rod found for the Southwesterly corner of said 9.4852 acre tract and the Northwesterly corner of said 21.6877 acre tract bears S 87°00'55" W, 175.62 feet;

Thence, N 50°41'50" E, along the Southeasterly line of said City of Tomball City Limits Line, a distance of 330.20 feet to the POINT OF BEGINNING and containing 0.5968 of one acre or 25,995 square feet of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

TRACT BEING SHOWN ON MAP (SEE HSC 03011-E-2)
HOVIS SURVEYING COMPANY, INC.

By: 



Date: October 27, 2017

Job No: 17-059-00

Dwg No: HSC 03011-

E-2 File No: B17-

059.00D

Drawing File: 1705900A.dwg

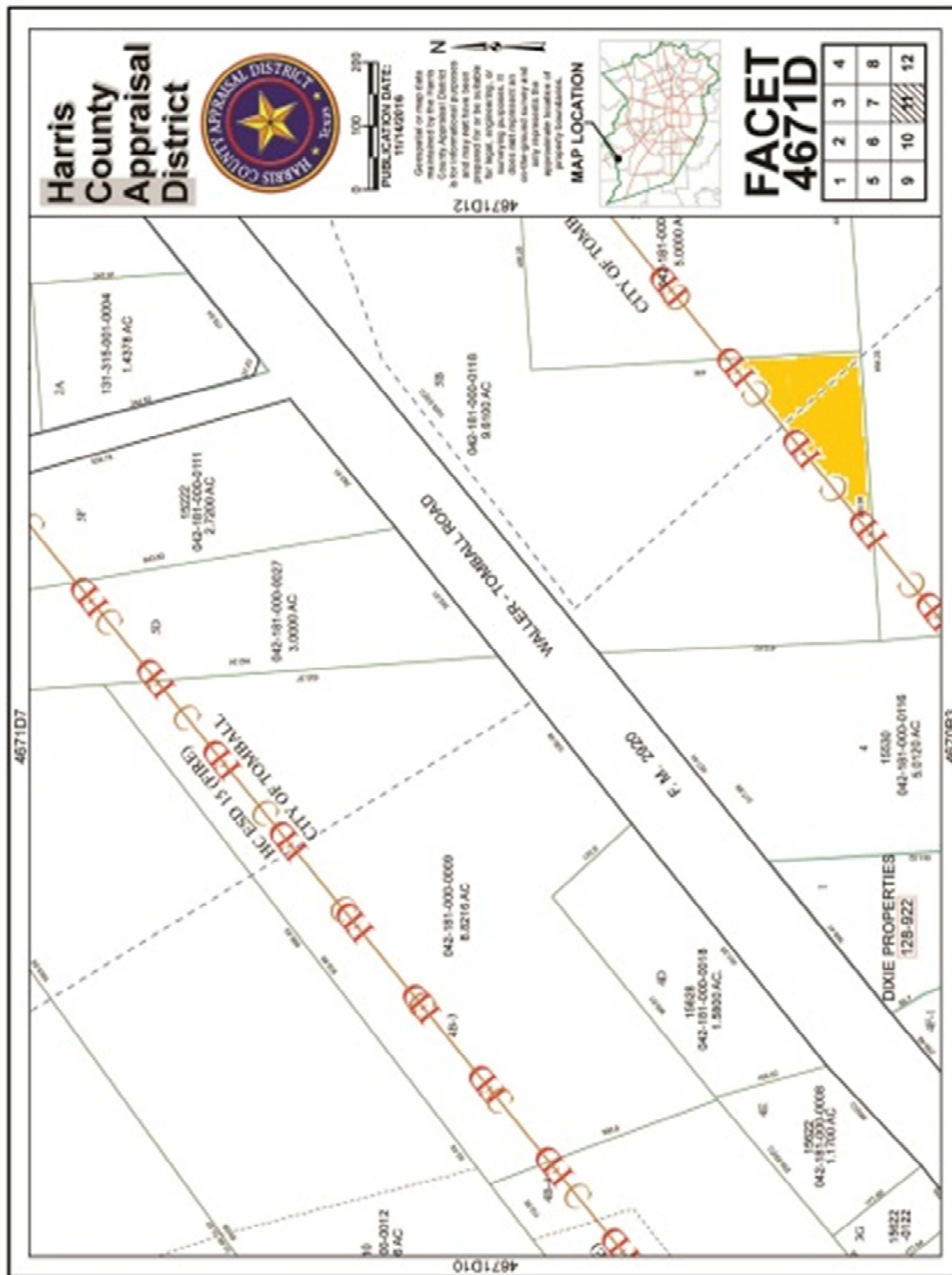


EXHIBIT "B"

CITY OF TOMBALL, TEXAS

MUNICIPAL SERVICE PLAN

I. INTRODUCTION

This Municipal Service Plan (the "Plan") is made by the City of Tomball, Texas (the "City"), pursuant to Chapter 43 of the Texas Local Government Code. This Plan relates to the annexation by the City of the tract of land ("Tract") described by metes and bounds in "Exhibit A," which is attached to this Plan and to the annexation ordinance of which this Plan is a part.

II. EFFECTIVE TERM

This Plan shall be in effect for a period of ten (10) years commencing on the effective date of the annexation of the Tract, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

III. INTENT

It is the intent of the City that services under this Plan shall equal the number of services and the level of services in existence within the Tract prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected within the Tract. However, it is not the intent of this Plan to require that a uniform level of service be provided to all areas of the City, including the Tract, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

The City reserves the right, granted to it by Section 43.056(k), Texas Local Government Code, to amend this Plan, if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Texas Local Government Code, or other Texas laws to make this Plan unworkable, obsolete, or unlawful.

IV. SERVICE PROGRAMS

A. In General.

1. This Plan includes the following service programs: A 60-Day Program and a Capital Improvement Program.
2. As used in this Plan, "providing services" shall include having services provided by any method or means by which the City may extend

municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

As used in this Plan, the phrase "standard policies and procedures" shall mean those policies and procedures of the City applicable to a particular service, which are in effect either at the time that the service is requested or at the time the service is made available or provided. Such policies and procedures may require a specific type of request be made, such as an application or a petition, may require that fees or charges be paid, and may include eligibility requirements or other similar provisions.

B. 60-Day Program. The following services will be provided within the Tract within the period required by State law. State law requires the City to provide the following services within sixty (60) days after the effective date of the annexation: police protection, fire protection, solid waste collection, operation and maintenance of water, wastewater, and gas facilities, operation and maintenance of roads and streets, including lighting, operation and maintenance of parks, playgrounds, and swimming pools, and maintenance of any other publicly owned facility, building or service. The 60-Day Program plan is as follows:

1. Police Protection. The Police Department of the City will provide protection and law enforcement within the Tract. These activities will include routine patrols and responses, handling of complaints and incident reports, and, as appropriate, support by special units. In order to provide the above services, the Police Department will operate from a City facility.
2. Fire Protection. The Fire Department of the City currently provides fire protection to the Tract. Fire protection will be provided from either the southside or central fire stations. Fire protection will remain at the current level of service.
3. Solid Waste Collection. All eligible residences and businesses will be provided solid waste collection service, either by City personnel or by contract.
4. Maintenance of Water, Wastewater, and Gas Facilities. There are no City water, wastewater, or gas facilities currently located within the Tract. If any such facilities are constructed or acquired by the City within the Tract, the City's Department of Public Works will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

5. Operation and Maintenance of Roads and Streets (including lighting). The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through an electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
6. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Department of Parks and Recreation will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.
7. Operation and Maintenance of Any Other Publicly-Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's Department of Public Works, as needed. Any other facility, building, or service existing or which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

- C. Capital Improvement Program. It is the intent of the City to provide full City services within the Tract not less than four and one-half (4-1/2) years after the effective date of annexation of the Tract, in accordance with the Texas Local Government Code, § 43.056(e).

The City will initiate the acquisition and construction of the capital improvements necessary to provide municipal services adequate to serve the Tract. Any necessary construction or acquisition is indicated below, and any such construction or acquisition shall begin within two (2) years of the effective date of this Plan and shall be substantially completed within 4-1/2 years, except as otherwise indicated:

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be

included with other City territory in connection with planning for new, revised, or expanded police facilities.

2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.
3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.
4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan.
5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water facilities. Water services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of water services is attached to and made a part of this Plan.
6. Gas Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public gas facilities. Gas services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of gas services is attached to and made a part of this Plan.
7. Roads and Streets (including lighting). The City will acquire jurisdiction in and over all public roads and streets within the Tract upon annexation, pursuant to Section 311.001 of the Texas Transportation Code and other similar provisions, except for public roads and streets subject to the jurisdiction of other governmental entities. Additional roads, streets, or related facilities are not necessary at this time to service the Tract. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices or street lights, within the Tract will be governed by standard policies and procedures of the City. The Tract will be included with other City territory in connection with planning for new, improved, revised, widened, or enlarged roads, streets, or related facilities.
8. Parks, Playgrounds, and Swimming Pools. No capital improvements are necessary at this time to provide park and recreational services to the

Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded parks, playgrounds, and/or swimming pools.

9. Other Publicly-Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services can be provided to the Tract by using existing capital improvements. At this time, additional capital improvements are not necessary to provide City services. However, the Tract will be included with other City territory in connection with planning for new, revised, or expanded facilities, functions, and services.

V. AMENDMENT: GOVERNING LAW

This Plan may not be amended or repealed, except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes at any time. This Plan is subject to, and shall be interpreted in accordance with, the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and any orders, rules, or regulations of any other governmental body having jurisdiction.

VI. FORCE MAJEURE

In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Plan, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City's obligations, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term "force majeure" shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.

VIII. ENTIRE PLAN

This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

If one or more provisions of this Plan is held to be invalid, unenforceable, or illegal in any respect, the remainder the Plan shall remain valid and in full force and effect.

SUMMARY OF EXTENSION POLICY FOR WATER, WASTEWATER, AND GAS SERVICE

The following information is a summary of the City of Tomball's ("City") policies respecting water, wastewater and gas service extensions. This summary is made in compliance with the Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing herein shall repeal any provision of the Code of Ordinances of the City of Tomball, as amended, or any of the uncodified ordinances that contain the City's policies and procedures.

The City extends water, wastewater, and gas services to existing unserved development as follows:

Construction of such service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of any water and/or wastewater lines into the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) and to provide adequate capacity for projected service requirements.

Persons or entities desiring to develop land within unserved areas must construct water, wastewater, and gas service lines and extensions to connect to City trunk lines to serve the new development.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: January 15, 2018

Topic:

Approve Request by the Spring/Woodlands-based Rumble Cats Classic Car Club for Use of the Depot Festival Area for Its Annual “Rally in the Alley” Car Show, to be held on Saturday, March 3, 2018, from 7 a.m. to 5 p.m.

Background:

The Spring/Woodlands based Rumble Cats Classic Car Club is asking for the City of Tomball to approve use of the Depot festival area for its annual “Rally in the Alley” car show on March 3, 2018, from 7 a.m. to 5 p.m.

The show is for pre-1964 model cars and trucks, with a family friendly “Rockabilly” theme. Many of the participants dress in the style of the 1940s and 1950s while on-site. Live Rockabilly and Oldies music would be played at the Gazebo Stage throughout the afternoon.

The car show site would be the standard footprint involving South Elm to Market, Market from the Depot to Cherry, and South Walnut from Main to Fannin.

Approximately 150 vehicles and vendors are expected, with an estimated 1,000 spectators, not including those already in Tomball who might visit the show.

This is not an in-kind request. The Rumble Cats Car Club will pay a usage fee to cover the cost of public works staff, street closures, and other incidentals involved on-site. They will also hire a minimum of two Tomball Police officers to work the car show site throughout the day.

A portion of the registration and vendor fees will be donated to a local Tomball Legacy Fund.

The car club will pay the Depot rental fee, the public works and fire dept., and for the 2 individual police officers.

Origination:

Denise Fiore

Recommendation:

Approve

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

Denise Fiore Mike Baxter

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: January 15, 2018

Topic:

Approve Request by Tomball United Methodist Church for Use of the Tomball Depot Area to Host a Fee community Easter egg hunt on Saturday, March 31, 2018 from 2:00 p.m.–4:30 p.m. and Approve In-Kind Support by the City of Tomball for the Event.

Background:

Community events for children and their families are important to the people of Tomball United Methodist Church. We are interested in hosting a free community Easter egg hunt at the Tomball Depot on Saturday, March 31, 2018 from 2:00 PM – 4:30 PM. This event would be for families and their children, specifically children ages 1 through 12 years old, with an expected attendance of 2,000 people.

The goal of this event is to promote intentional family time, provide a fun, safe activity for the children of Tomball, and to fulfil our church vision of "Loving Others". The event would include the following activities:

- A 20,000 egg Easter egg hunt
- 2 large bounce houses or inflatables (run by generators)
- Various craft activities and games
- Free sealed bottles of water and juice boxes
- A DJ to play family appropriate music during the event (a playlist can be made available for review upon request)
- A meet and greet with the Easter Bunny with opportunities for pictures

The games and crafts would take place on the concrete pad and grassy area at the Depot. Bounce houses and games would be located near the restrooms and in the grassy field. We would like to utilize the area around the Depot and Gazebo for the Easter egg hunts. We would like hand out water and giveaways near the fountains.

In order for this event to be a success, we will need the assistance from the following city departments:

- Street blockades will help secure the area for the children and their families that will be attending the event.
- Trash pickup at the Depot would be needed following the event.
- Electricity for the DJ
- We plan on having a registered nurse on site at a clearly marked medical tent. She will be available to handle minor issues – scrapes, cuts, etc.
- Officer presence from Tomball Police Department – expected attendance for this event is 2,000 people.

We will be advertising the event throughout Tomball United Methodist Church, various day schools in the area, and in TISD Wednesday folders. We are preparing for 1,200 children to be in attendance.

Thank you for considering our proposal. We look forward to working with the city of Tomball to help bring another fun, safe family event to our city.

Origination:

Denise Fiore

Recommendation:

Approve

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

Denise Fiore

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

ATTACHMENTS:

Event application

In Kind Services



SPECIAL EVENT APPLICATION

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

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

Date: 7/17/2017 Is this event Co-City sponsored? Yes X No

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

Festival Community Event X Arts & Crafts Event Music Event Other (specify)

1. Event title: Community Wide Easter Egg Hunt
2. Sponsoring entity: Tomball United Methodist Church
3. Is this organization based in Tomball: Yes X No
4. Is this organization *non-profit* X or *for-profit* *Attach 501 (c) (3) tax exemption if applicable
5. Contact: Summer Schiel Phone: 281-351-1249
6. Contact address: PO Box 1689 Tomball, TX 77377
7. Contact email:
summer.schiel@tomballumc.org
8. Event date: 3/31/18
9. Event times: Start 2:00 Pm Finish 4:00 PM Set-up Noon Breakdown 5:00 PM
10. Is this event for charity? Yes No X
11. If yes, what charity? Tax ID
12. If yes, what percentage of net proceeds will be donated to the charity?
13. On-site contact: Summer Schiel Mobile Phone: 936-827-2275
14. Estimated number of attendees: 1500
15. Detailed site map in attached: Yes X No
16. Is this event open to the public: Yes X No
17. Admission fee: \$ Free
18. Time at which event staff will begin to arrive: Noon
19. The applicant will defend and hold harmless the City of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses.
Initial SSS
20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured.
Initial SSS
21. Name of insurance carrier:

Signature: Summer Schiel

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

Additional information concerning Festivals at the Depot

The cost for City resources is approximately \$651.00

This is the breakdown:

Public Works	\$351.00
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Fire Dept.	\$300.00
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Regular City Council

Agenda Item

Data Sheet

Meeting Date: January 15, 2018

Topic:

Approve Resolution No. 2018-03, a Resolution of the City Council of the City of Tomball, Texas, Supporting the Annual Baseball Parade, to be held in Tomball on Saturday, March 23, 2018

Background:

The Tomball Sports Association requests approval of Resolution No. 2018-03, expressing the City's support of the annual baseball parade, which will be held on Saturday, March 3, 2018. This Resolution is required for submission of TSA's Traffic Control Plan to the Texas Department of Transportation.

The parade will begin on the east side of Tomball Intermediate School, located at the intersection of South Vernon and Main Street (FM 2920), entering School Street, continuing east on Main Street (FM 2920), turning north on Elm Street, and finishing at the Little League Park, located in the Wayne Stovall Sports Complex.

As information regarding the cost of City-provided support services, this is considered a short, simple event, using a 'rolling barricade', and costs are approximately 15% the cost of a normal parade event. The estimated cost for the Public Works Department is \$300 and for the Police Department is \$550 for personnel to manage the parade. In addition, the Fire Department removes one or two vehicles from service to use in the parade as the "rolling barricade," either the tanker and the tower or the tower and the old city pumper. A minimum of two firefighters accompany each vehicle; the estimated total cost of personnel and fuel is \$250.

Origination:

Tomball Sports Association

Recommendation:

Approve Resolution No. 2018-03

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

City Secretary

ACTION TAKEN

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

ATTACHMENTS:

Resolution No. 2018-03

TSA Request Letter

RESOLUTION NO. 2018-03

**A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF TOMBALL, TEXAS, SUPPORTING THE
ANNUAL BASEBALL PARADE, TO BE HELD IN
TOMBALL ON SATURDAY, MARCH 3, 2018**

* * * * *

WHEREAS the Tomball Sports Association will undertake its Annual Baseball Parade to kick off the Spring 2018 baseball season, to be held in the City of Tomball at 9:00 a.m. on Saturday, March 3, 2018; and

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

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

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

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

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

PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 15TH DAY OF JANUARY 2018.

GRETCHEN FAGAN, Mayor

ATTEST:

Doris Speer, City Secretary



TOMBALL SPORTS ASSOCIATION

Tomball Little League
PO BOX 1084
Tomball, TX 77377

January 7, 2018

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

Dear Mayor Fagan,

This letter is a request for the Tomball City Council to approve a resolution in favor of Tomball Sports Association's Annual Opening Day Parade. This family favorite event kicks off the Spring 2018 base ball season for our players and their families. The parade will be held in Tomball city limits, on Saturday, March 3, 2018, beginning at 9 am.

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

We appreciate the City of Tomball's past and ongoing support for our Little League Baseball program. Please contact me with any questions.

Sincerely,

Jessica Skaines
Tomball Sports Association
Grand Slam Coordinator
281.541.0546

Cc: Billy Tidwell, Tomball Police Department
David Esquivel, Director of Public Works

Hufsmith

Trailer Parking
(Weather permitting)



GRAND SLAM PARADE ROUTE

Staging of parade floats begins at 8:00am
Note: If your team has an early game, you will want to arrive on School St by ~7:30am so you will be at the start of the parade line. We will not be able to hold spots.

Parade begins at 9:00am

Parade floats/vehicles will stage on School St. facing 2920.
These are the **ONLY** vehicles that will be allowed on School St.

Drop off parking is available on Vernon St., on the southwest side of TIS building.

TPD will not allow stopping on 2920 to drop off players.



*** NO PARKING in this lot ***

TISD Parking Lot

Tombel Intermediate School

Parent Parking

Barbara

School

S. Poplar
Clarence
Percival

S. Magnolia

S. Pine

Market
PD / City Hall

S. Oak

S. Cherry

Fannin

S. Elm

N. Cherry

N. Walnut

N. Elm

City Baseball Field

City Baseball Field

City Baseball Field

City Baseball Field

City Baseball Field

City Baseball Field

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City Baseball Field

City Baseball Field

City Baseball Field

City Baseball Field

City Baseball Field

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City Baseball Field

City Baseball Field

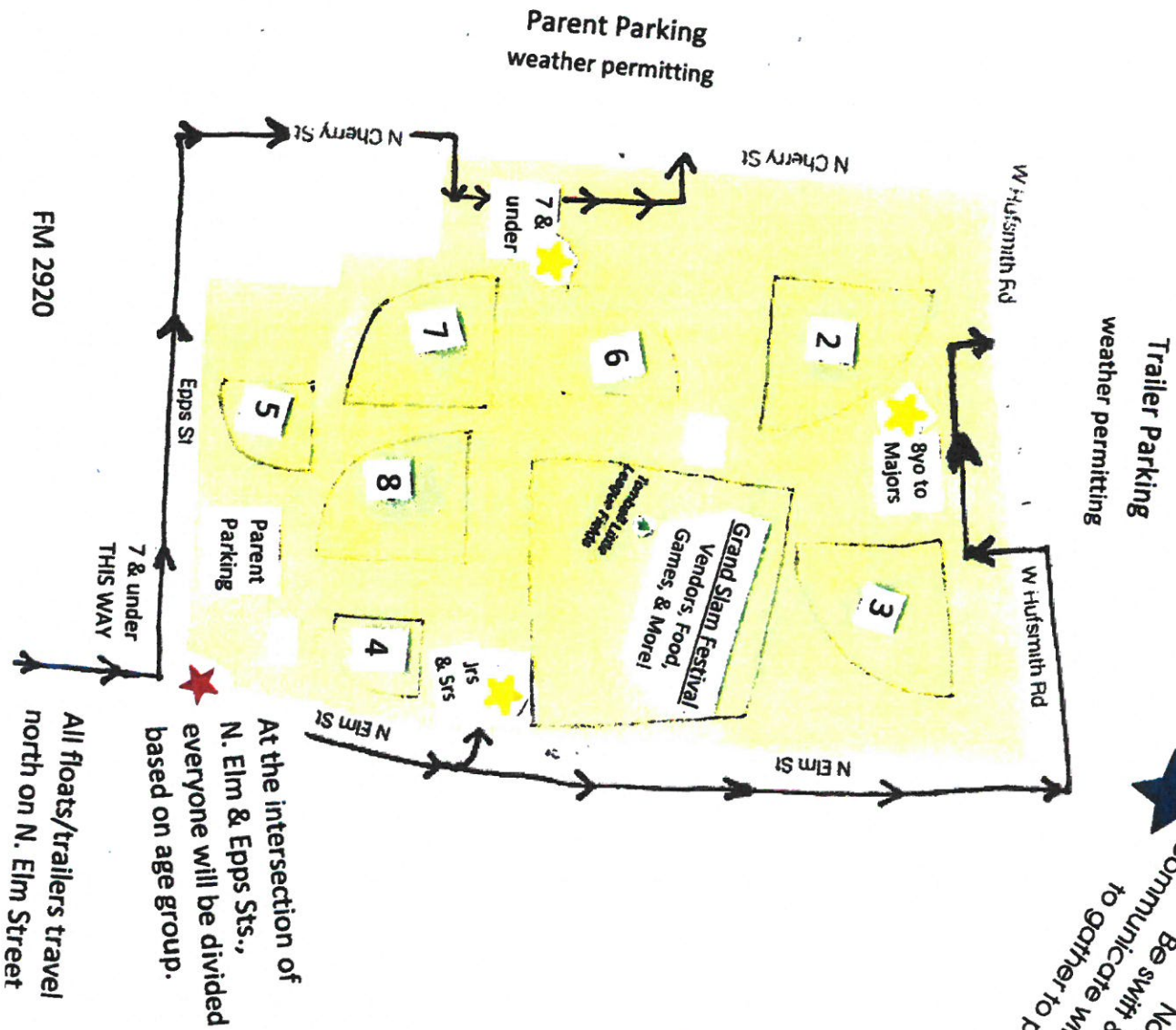
City Baseball Field

City Baseball Field

City Baseball Field

City Baseball Field

Unloading of Players & Coaches at TLL fields



All trailers/floats are to be unloaded within a parking lot of TL;
Be swift & safe when unloading!
Communicate with team parents as to where to gather to pick up their children.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: January 15, 2018

Topic:

Consideration and Possible Action regarding **Zoning Case P17-0145** Request by the City of Tomball to amend Sections 50-115 of the Tomball Code of Ordinances in regards to refuse areas.

- Conduct Public Hearing on **Zoning Case P17-0145**
- Adopt, on first 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 An Opaque 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.

Background:

Origination:

Community Development Department

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
--	--	-------

ATTACHMENTS:

Ordinance 2018-04
Notice of Public Hearing
P17-0145 Staff Report

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 AN OPAQUE 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.

* * * * *

WHEREAS, the City of Tomball has requested that Chapter 50 (Zoning) of the Code of Ordinances be amended;

WHEREAS, the Planning & Zoning Commission and the City Council of the City of Tomball, Texas, have published notice and conducted public hearings regarding the request to amend Chapter 50 (Zoning) of the Code of Ordinances;

WHEREAS, all persons desiring to comment on the proposal were given a full and complete opportunity to be heard; and

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve amendments to Chapter 50 (Zoning) of the Code of Ordinances; and

Whereas, the City Council deems it appropriate to grant the amendments to Chapter 50 (Zoning) of the Code of Ordinances.

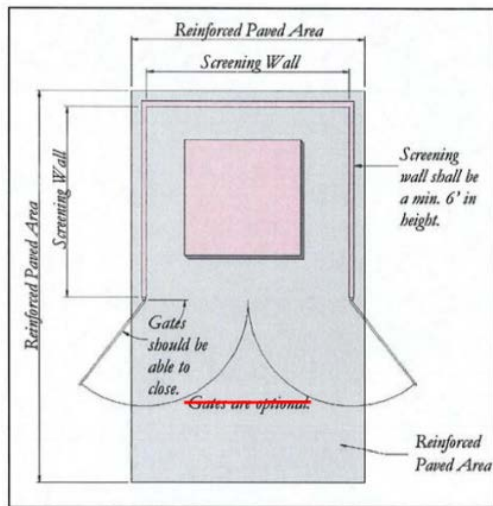
NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, THAT:

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

Section 2. Section 50-115(b)(2) is hereby amended by the following:

Refuse areas which are not within a rear service area and which are visible from a public right-of-way for all nonresidential, multifamily and manufactured/mobile home park uses shall be visually screened by a minimum six-foot solid masonry wall on at least three sides (see Illustration 50-115-1 for refuse container enclosure diagrams). The fourth side, which is to be used for garbage pickup service, ~~may shall~~ provide an ~~opaque optional~~ gate to secure the refuse storage area ~~which shall remain closed at all times except when in use~~. Alternate equivalent screening methods may be approved by the city. Each refuse facility shall be located so as to facilitate pickup by refuse collection agencies. Adequate reinforced paved areas shall be provided for refuse facilities and their

approaches for loading and unloading, as per Illustration 50-115-1. The standards within this section shall apply to **all new enclosures added to a site**, a waste/recycle dumpster or permanent roll-off added to a site and in the case of an addition to a structure or site that alters such structure or site by greater than 25 percent in area. **Any site that is deemed abandoned by Section 50-31 (c) shall comply with the provisions of this section.**



Section 3. Chapter 50 (Zoning) of the Code of Ordinances shall be revised and amended as indicated above.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any other provision of Chapter 50 (Zoning) of the Code of Ordinances except as indicated 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 18TH DAY OF DECEMBER 2017.

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 2ND DAY OF JANUARY 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
CITY COUNCIL
JANUARY 15, 2018**



Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball on **Monday, January 15, 2018, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the City Council will consider the following:

Zoning Case P17-0145: Request by the City of Tomball to amend Sections 50-115 of the Tomball Code of Ordinances in regards to refuse areas.

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.

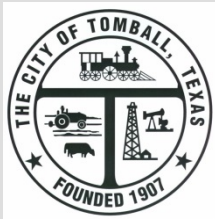
C E R T I F I C A T I O N

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 **11th** day of **January 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.



Text Amendment Staff Report

Planning and Zoning Commission Hearing Date: December 11, 2017

City Council Public Hearing Date: December 18, 2017

Zoning Case P17-0145: Request by the City of Tomball to amend Sections 50-115 of the Tomball Code of Ordinances in regards to refuse areas.

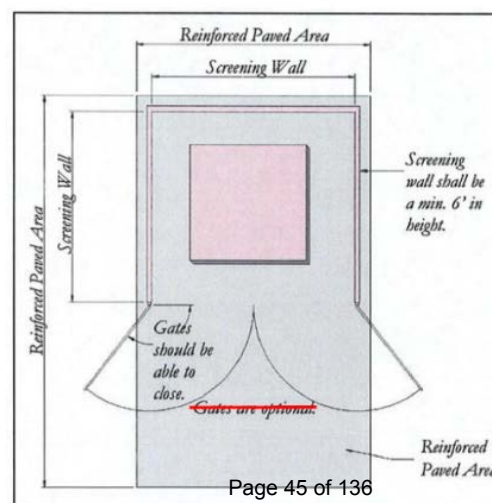
BACKGROUND

At the October 9, 2017 Planning and Zoning Commission Meeting, the Commission recommended approval a text amendment requiring all new dumpster enclosures be masonry with the recommendation that gates on all enclosures be mandatory, rather than optional.

At the October 16, 2017 City Council Meeting, City Council postponed the First Reading and directed City Staff to add language to the ordinance specifying thresholds for when expanding sites need to provide masonry trash enclosures. At the November 6, 2017 City Council Meeting, City Council approved the amended First Reading of the text amendment and directed City Staff to bring another text amendment requiring all new enclosures have gates that remain closed except when in use and add non-conforming language.

PROPOSED AMENDMENTS

Refuse areas which are not within a rear service area and which are visible from a public right-of-way for all nonresidential, multifamily and manufactured/mobile home park uses shall be visually screened by a minimum six-foot solid masonry wall on at least three sides (see Illustration 50-115-1 for refuse container enclosure diagrams). The fourth side, which is to be used for garbage pickup service, ~~may shall~~ provide an ~~opaque optional~~ gate to secure the refuse storage area ~~which shall remain closed at all times except when in use~~. Alternate equivalent screening methods may be approved by the city. Each refuse facility shall be located so as to facilitate pickup by refuse collection agencies. Adequate reinforced paved areas shall be provided for refuse facilities and their approaches for loading and unloading, as per Illustration 50-115-1. The standards within this section shall apply to ~~all new enclosures added to a site~~, a waste/recycle dumpster or permanent roll-off added to a site and in the case of an addition to a structure or site that alters such structure or site by greater than 25 percent in area. ~~Any site that is deemed abandoned by Section 50-31 (c) shall comply with the provisions of this section.~~



PUBLIC COMMENT

A public hearing notice was published in the Potpourri on November 29, 2017. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: January 15, 2018

Topic:

Consideration and Possible Action regarding **Zoning Case P17-0137**: Request by Lance Langenhoven to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5.8588 acres of land 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 at Hospital Road, from the Agricultural District to the General Retail District.

- Conduct Public Hearing on Zoning Case P17-0137
- Adopt, on first 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 Commercial 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.

Background:

On Monday, January 8, 2018, after conducting a Public Hearing, the Planning and Zoning Commission voted to recommend denial on Zoning Case P17-0137 with 2 votes aye and two votes nay.

Origination:

Lance Langenhoven

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
--	--	-------

ATTACHMENTS:

Ordinance 2018-03R
Notice of Public Hearing
Property Owner Notification
Response Forms

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.

* * * * *

Whereas, Lance Langenhoven has requested that approximately 5.8588 acres of land, legally described as Lot 61 Block 1 Abandoned Animal Rescue Replat, City of Tomball, Harris County, Texas, generally located on the north side of East Hufsmith Road at Hospital Road, 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 deny the requested rezoning of General Retail District; and

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

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

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

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

Section 2. The zoning classification of the Property is hereby changed from the Agricultural District to the General Retail 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 General Retail 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 General Retail 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 15TH DAY OF JANUARY 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 FEBRUARY 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)
JANUARY 8, 2018
&
CITY COUNCIL
JANUARY 15, 2018**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, January 8, 2018, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, January 15, 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 P17-0137: Request by Lance Langenhoven to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5.8588 acres of land 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 at Hospital Road, from the Agricultural District to the General Retail District.

Zoning Case P17-0166: Request by Lance Langenhoven for a Conditional Use Permit to operate a *mini-warehouse / self-storage* facility at 419 E. Hufsmith Road. The property is approximately 5.8588 acres, 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 at Hospital Road, and is zoned Agricultural 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.

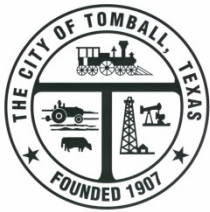
C E R T I F I C A T I O N

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 **4th** day of **January 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: P17-0137

APPLICANT/OWNER: Lance Langenhoven

LOCATION: Generally located on the north side of East Hufsmith at Hospital Road

PROPOSAL: To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5.8588 acres of land legally described as 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.

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, January 8, 2018, 6:00 PM**

**City Council Public Hearing:
*Monday, January 15, 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.



Public Comment Form

(Please type or use black ink)

All submitted forms will become a part of the public record.

Please return to:

City of Tomball
Attn: Amelia Lindley
501 James Street
Tomball, TX 77375

Name:

(please print)

Address:

Signature:

Date:



Tennis Venture LLC
43 Golden Orchard Pl
Magnolia, TX 77354
[Signature]
12-29-17

I am **FOR** the requested Rezoning as explained on the attached public notice for Zoning Case P17-0137. (Please state reasons below)

I am **AGAINST** the requested Rezoning as explained on the attached public notice for Zoning Case P17-0137. (Please state reasons below)

Date, Location & Time of **Planning & Zoning Commission** meeting:

Monday, January 8, 2018 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:

Monday, January 15, 2018, 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS:

You may also comment via email to ALindley@tomballtx.gov.

Please reference the case number in the subject line.

For questions regarding this request please call Amelia Lindley @ 281-290-1410.



Public Comment Form

(Please type or use black ink)

All submitted forms will become a part of the public record.

Please return to:

City of Tomball
Attn: Amelia Lindley
501 James Street
Tomball, TX 77375

Name:

(please print)

Address:

Signature:

Date:

A. Tennis Venture LLC
43 Golden Orchard Pl
The Woodlands, TX 77354
1/29/18

I am **FOR** the requested Rezoning as explained on the attached public notice for **Zoning Case P17-0166. (Please state reasons below)**

I am **AGAINST** the requested Rezoning as explained on the attached public notice for **Zoning Case P17-0166. (Please state reasons below)**

Date, Location & Time of **Planning & Zoning Commission** meeting:

Monday, January 8, 2018, 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:

Monday, January 15, 2018, 6:00 PM

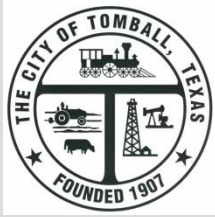
City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS:

You may also comment via email to ALindley@tomballtx.gov.

Please reference the case number in the subject line.

For questions regarding this request please call Amelia Lindley @ 281-290-1410.



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: December 11, 2017
City Council Public Hearing Date: December 18, 2017

Rezoning Case: P17-0137
Property Owner(s): Abandoned Animal Rescue
Applicant(s): Lance Langenhoven
Legal Description: Lot 61 Block 1 Abandoned Animal Rescue R/P
Location: 419 East Hufsmith Road, north side of East Hufsmith Road at Hospital Road (Exhibit "A")
Area: 5.8588 acres
Comp Plan Designation: Rural Residential (Exhibit "B")
Present Zoning and Use: Agricultural (Exhibit "C") / Abandoned Animal Rescue (Exhibit "D")
Request: Rezone from the Agricultural District to the Commercial District
Adjacent Zoning & Land Uses:
North: Single-Family 20 Estate / Undeveloped land
South: Agricultural District and Single-Family 9 / Undeveloped land and single-family residence
West: Single-Family 20 Estate / Single-family residence
East: Single-Family 20 Estate / Single-family residence

BACKGROUND

City Staff met with the applicant in October to discuss options for the property. The applicant expressed his desire to use the property for offices and boat and recreational vehicle storage. City Staff explained that a rezoning would be required for the proposed development. The applicant submitted a Rezoning Application on October 30, 2017.

ANALYSIS

The property is currently zoned Agricultural. Abandoned Animal Rescue operates on the front portion of the property while the majority of the property is undeveloped. Surrounding zoning districts include Agricultural to the west and south, Single-Family 20 Estate to the north and east and Single-Family 9 across East Hufsmith. There are mostly single-family residences in the area.

The Comprehensive Plan Future Land Use Map designates the property as Rural Residential which is meant for minimum one acre single-family lots. The intent of the Rural Residential designation is to provide for a rural lifestyle with no commercial or industrial development. The

proposed rezoning is not in conformance with the Future Land Use Map. The Comprehensive Plan also outlines goals to protect the existing residential areas from encroachment of uses that are incompatible to the area and to preserve the rural land.

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 Commercial District do not appear to be appropriate for the immediate area. The established land uses in the area are mostly single-family residences.

- 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.**

Utilities are available to serve this property, however they may need to be upsized to accommodate a commercial facility. The existing arterial street adjacent to the property can accommodate traffic generated by a Commercial 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 Commercial. 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 Commercial 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.**

If a commercial development is constructed on the subject site, Chapter 50 (Zoning) has regulations in place to protect the adjacent residential development.

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

The Future Land Use Map designates the property as Rural Residential. The request does not appear to be consistent with the Future Land Use Map. As mentioned, the Comprehensive Plan outlines goals for protecting and preserving rural residential areas in the City.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on November 22, 2017. The Notice of Public Hearing was published in the paper on November 29, 2017. 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 is unable to recommend approval of Zoning Case P17-0137 for the following reasons:

1. The request does not meet the goals of City's Comprehensive Plan;
2. The request is not in conformance with the Future Land Use Map;
3. The request is not appropriate with the surrounding land uses in the area;
4. The request is not appropriate with the surrounding zoning districts.

EXHIBITS

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photo
- E. Application

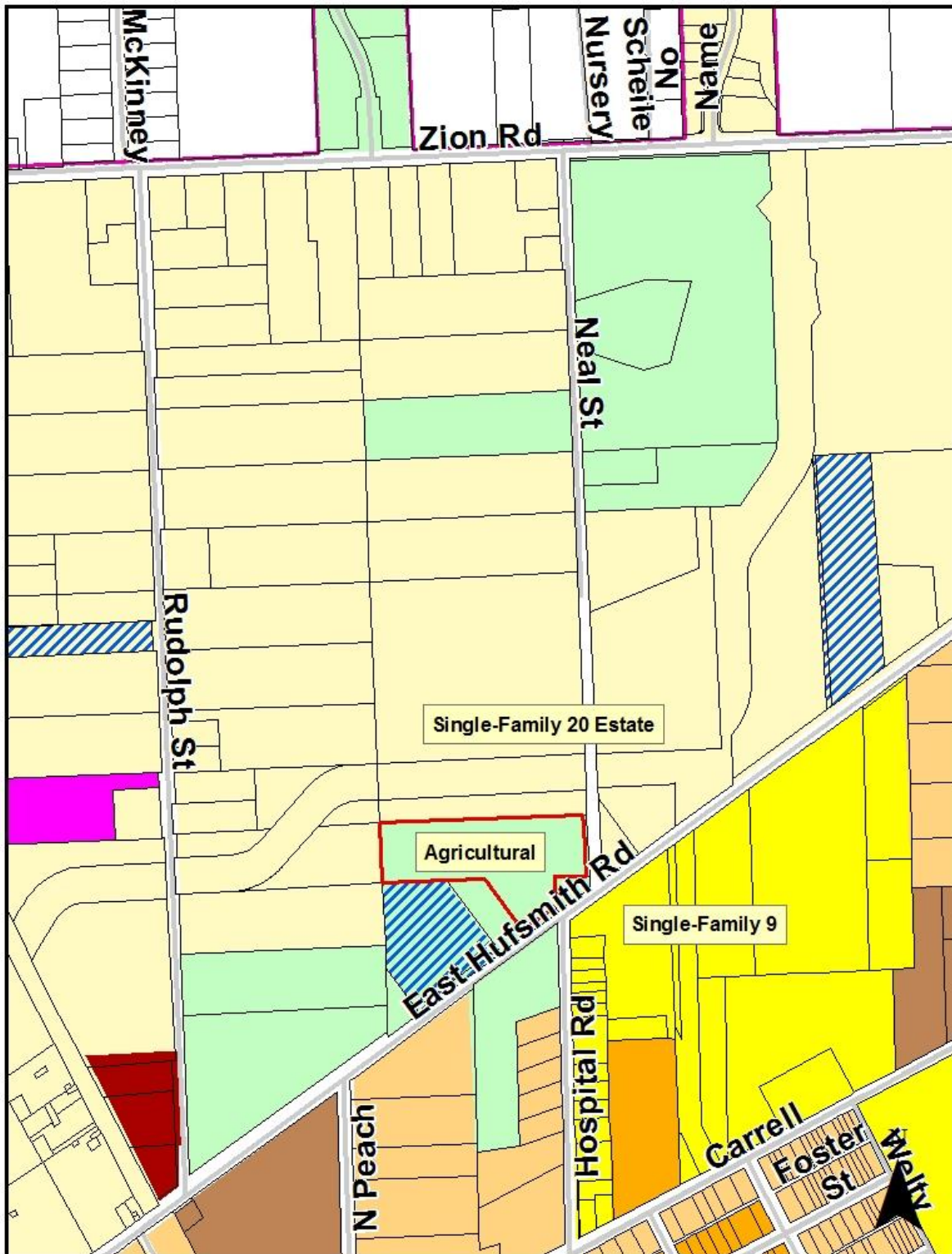
Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan



Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo**



Exhibit "E" Application

Revised 5/19/15



APPLICATION FOR REZONING Community Development Department Planning Division

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

Applicant

Name: Lance Langenhoven Title: Buyer of 419 E. Hufsmith
Mailing Address: 8505 Technology Forest Pl.# 501 City: The Woodlands State: TX
Zip: 77381
Phone: (832) 483 8655 Fax: (1.866) 438 7611 Email: Lance.Glynis@gmail.com

Owner

Name: Abandoned Animal Rescue Title: Owner of 419 E. Hufsmith
Mailing Address: 32632 Wright Road (future address) City: Magnolia State: TX
Zip: 77355 please use: 419 E. Hufsmith, Tomball, tx, 77375 for now
Phone: (281) 802 8540 Fax: () Email: shelter@aartexas.org

Engineer/Surveyor (if applicable)

Name: Briana Winget - Texas Professional Surveying, LLC Title: Marketing Director
Mailing Address: 3032 N. Frazier City: Conroe State: TX
Zip: 77303
Phone: (936) 756 7447 Fax: (936) 756 7448 Email: briana@surveyingtexas.com

Description of Proposed Project: Boat & RV Storage on the back 5 Acres of the property.

Physical Location of Property: 419 E. Hufsmith, Tomball, TX, 77355
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: LT 61 BLK 1 ABANDONED ANIMAL RESCUE R/P
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: AG - Agricultural District

Current Use of Property: Approx. 1 Acres is being used commercially by AAR. Remainder is vacant land.

Proposed Zoning District: C - Commercial District.

Proposed Use of Property: 1 Acre in front remains light commercial use, no change. Vacant land - Boat & RV Storage.

HCAD Identification Number: 1269440020001 Acreage: 5.8588 Acres

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.

DocuSigned by:	
<i>Lance Langenhoven</i>	
X	6A7AB78E85DE448...
Signature of Applicant	Date
X	<i>Debbie Allison</i>
Signature of Owner	Date
Debbie Allison, AAR representative.	

Request for re-zoning of 419 E. Hufsmith

Date: 30th October 2017

Applicant: Lance Langenhoven; Owner: Abandoned Animal Shelter (AAR)

I am purchasing the 5.858 Acres property currently owned by AAR and would like to request a rezoning for the property to be in line with the zoning / use of the AAR buildings.

1. AAR buildings.

I plan on leaving the existing AAR offices where they are and plan to lease them out to a small commercial company. Something like a plumber, electrician, painting company, lawn-care maintenance or equivalent. Nothing automotive repair or related type of business.

Prior to any leasing we plan a major remodel of the entire building but no expansion. It will retain the existing footprint.

We plan on putting an 8-foot picket fence around the AAR area to leave it with approx.. 0.93 Acres of land. This will provide a small commercial business with enough space for parking their service vehicles and the offices and small warehouse will be perfect for a business like that.

The shed to the East of the building will be removed to provide vehicular access to the area to the North of the building for the future tenant. See image below.



The two layouts below show the proposed new floor plan on the top and the old floor plan below it.

The new floor plan is MUCH more efficient and secure and will be just perfect for a small but fast-growing neighborhood services company.

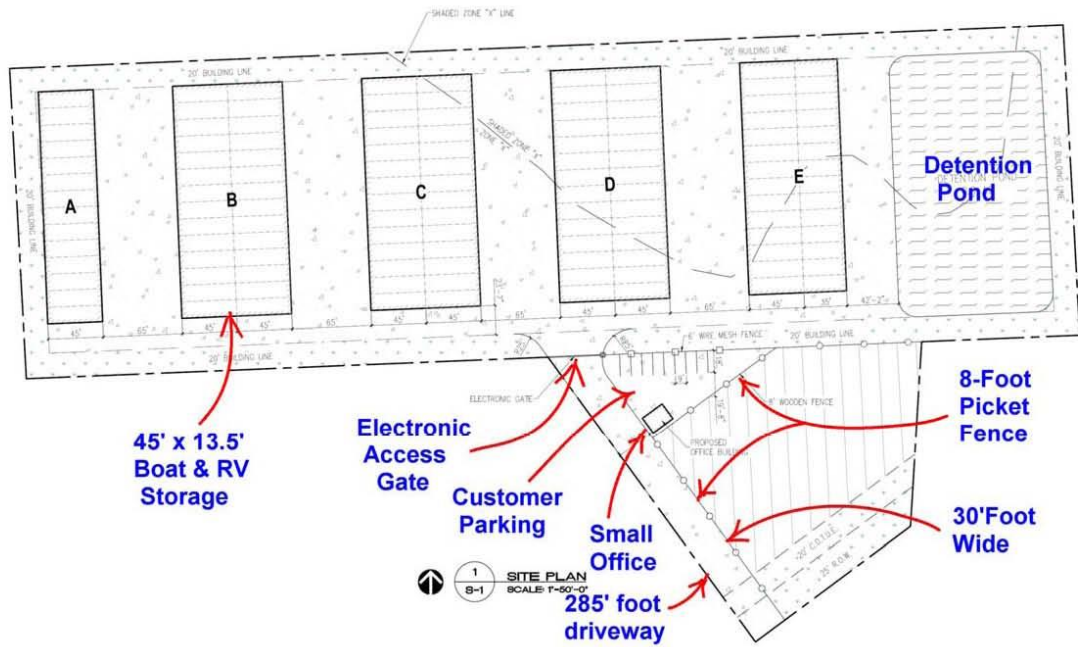


2. Approx. 5 Acres of land at the back

I plan on putting an 8-foot picket fence on the West side of the AAR office which would provide an approx. 30-foot wide driveway to the back +- 5 Acres of land.

The plan is to create a very low-key access driveway from E. Hufsmith with flowers & shrubs at the entrance to ensure the rural neighborhood ambience is not disturbed.

A small office will be located behind the current AAR building (approx. 400 to 500 SF) and will not be visible from the E. Hufsmith. A small client parking area will be next to the small office and this also will not be visible from E. Hufsmith. An electronic access gate will be at the end of the approx.. 285 feet driveway and it's unlikely that it would be very visible due to the distance and the trees along the driveway.



The above image shows the access driveway to our current Boat & RV Storage facility at 14912 Capitol Hill Road, Montgomery, TX, 77316. This driveway is about 235 feet long so it's

about 50 feet shorter than what the driveway at E. Hufsmith will be. As you can see the entrance is beautiful and green with trees on either side and a well-maintained look. This is what we plan to re-create at 419 E. Hufsmith except you will not be able to see a small building. Just a leafy driveway.

3. Possible Objections

- Noise?

The sound of barking of dogs from the AAR property will be eliminated by our intended use for their building. Also, the Boat & RV Storage usage creates almost no noise as people are simply parking vehicles. So, our project will be much nicer for the neighbors and our property appearance would be professionally maintained bringing value to the neighbors.

- What if I sold the Boat & RV Storage business? What would happen to the land?

Firstly, once I've established the Boat & RV Storage business I don't plan on selling it any time soon. However, if I did happen to sell it, a future buyer would buy it for the income stream and would keep the use the same. It would make no sense for a buyer to spend that amount of money to buy a business like this and to then remove it to develop something else... it would be much cheaper to buy vacant land and start from scratch. In fact, I don't know of a single boat & rv storage business in the region that has been sold and then scrapped.

- Competence?

This is not our first business of this type. We own Capitol Hill Boat & RV Storage in Montgomery County and since we purchased it we improved the property and business significantly. The address is 14912 Capitol Hill Road, Montgomery, TX, 77316.

We will be a good neighbor for our new neighbors and also the area in general.

I look forward to working to joining the Tomball community.

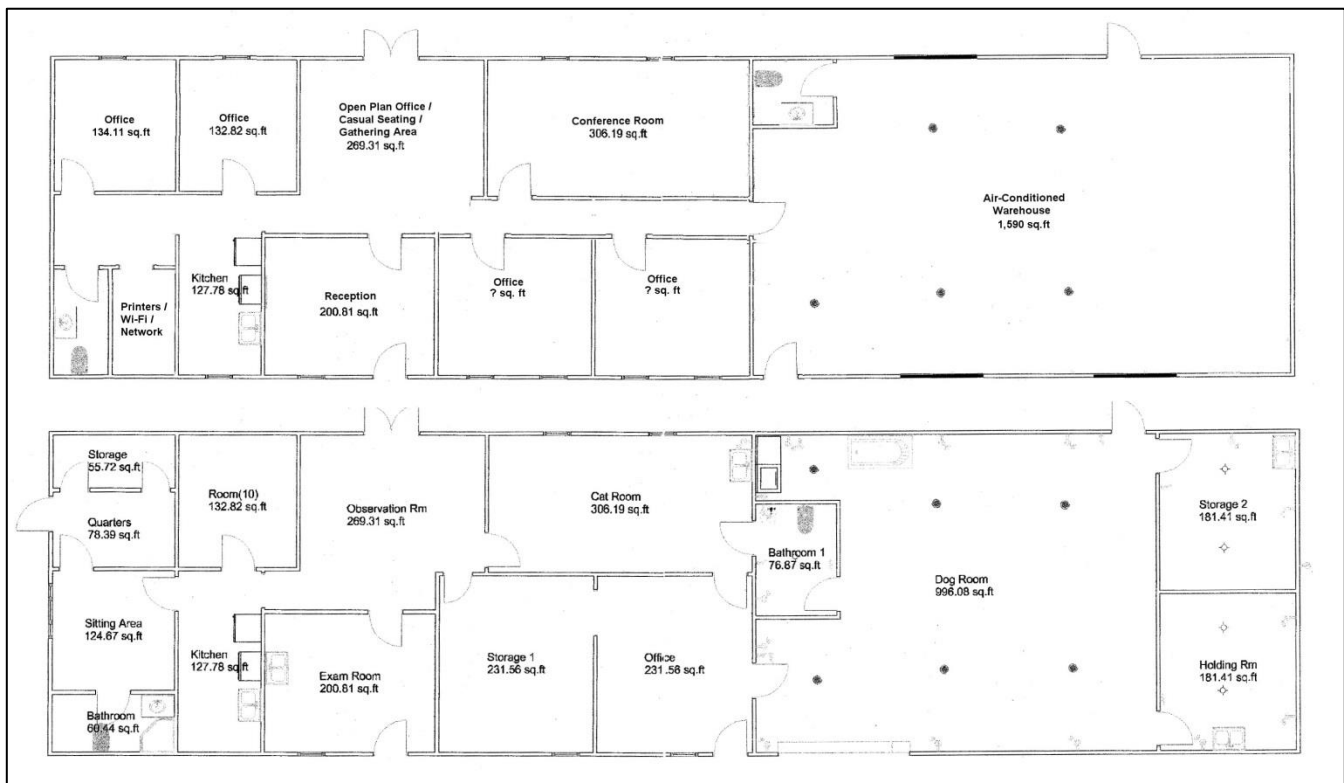
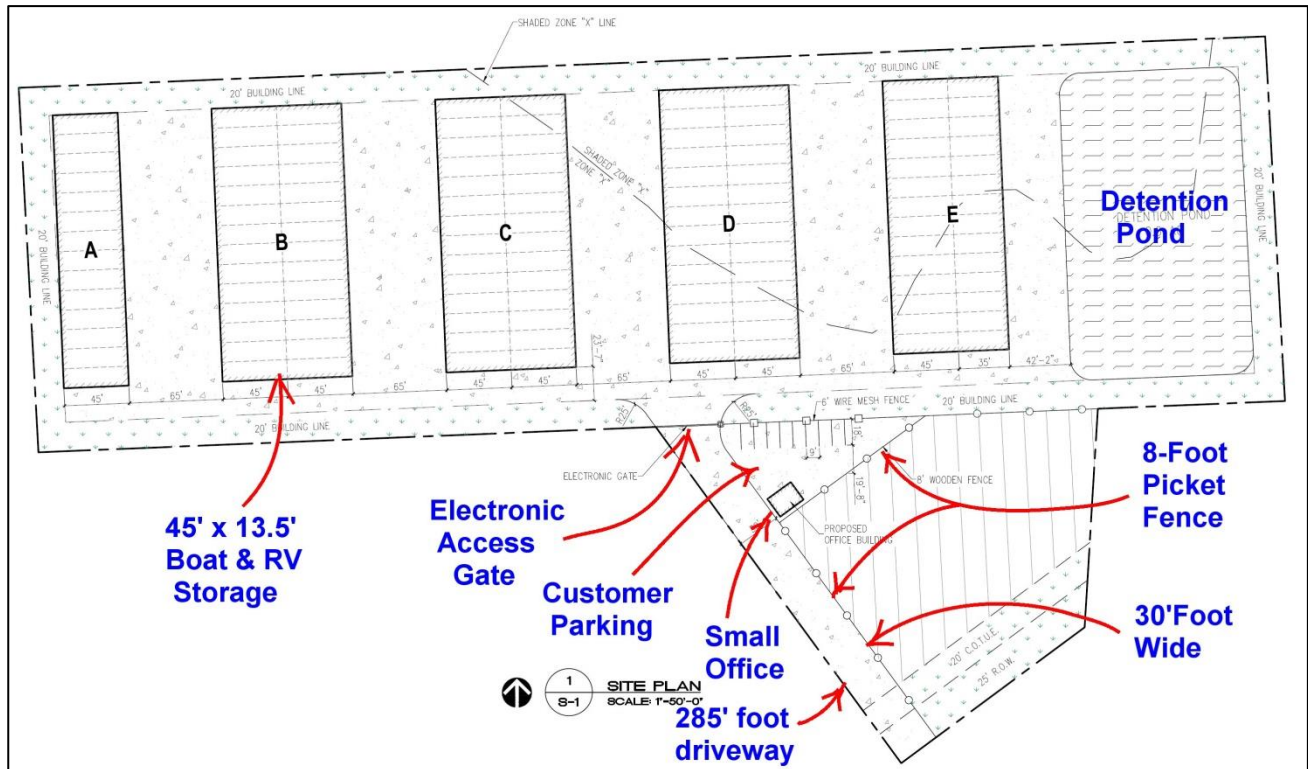
B. Regards,



Lance Langenhoven

30th October 2017





Regular City Council

Agenda Item

Data Sheet

Meeting Date: January 15, 2018

Topic:

Consideration and Possible Action regarding **Zoning Case P17-0166**: Request by Lance Langenhoven for a Conditional Use Permit to operate a mini-warehouse/self-storage facility at 419 E. Hufsmith Road. The property is approximately 5.8588 acres, 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, and is zoned Agricultural District.

- Conduct Public Hearing on **Zoning Case P17-0166**
- Adopt, on First 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.

Background:

On Monday, January 8, after conducting a Public Hearing, the Planning and Zoning Commission voted to deny Zoning Case P17-0161 with three votes nay and one vote aye.

Origination:

Lance Langenhoven

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. 2018-06
Notice of Public Hearing
Property Owner Notification
Response Forms

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.

* * * * *

Whereas, Lance Langenhoven has requested a CUP to operate a “mini-warehouse / self-storage” facility on approximately 5.8588 acres of land, legally described Lot 61 Block 1 Abandoned Animal Rescue Replat, generally located on the north side of East Hufsmith Road at Hospital Road, in the City of Tomball, Harris County, Texas, (the "Property"), 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 CUP; 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 CUP; and

Whereas, the Planning & Zoning Commission recommended in its final report that City Council deny the requested CUP; 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 CUP, the City Council held the public hearing for the requested CUP 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 CUP.

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. A CUP to operate a “mini-warehouse / self-storage” facility at the Property, in accordance with the concept plan, attached hereto as Exhibit “A”, and subject to the terms and conditions set forth below is hereby granted to Lance Langenhoven.

Section 3. The Official Zoning District Map of the City shall be revised and amended to show the CUP authorized for the Property, with the appropriate references thereon to the number and effective date of this Ordinance and a brief description of the nature of the CUP authorized.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the granting of the CUP as herein provided.

Section 5. The CUP granted hereby shall be null and void after the expiration of two (2) years from the date of adoption hereof unless the Property is being used in accordance with the CUP herein authorized within said two-year period, or unless an extension of time is approved by City Council.

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.

Section 8. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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 15TH DAY OF JANUARY 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 FEBRUARY 2018.

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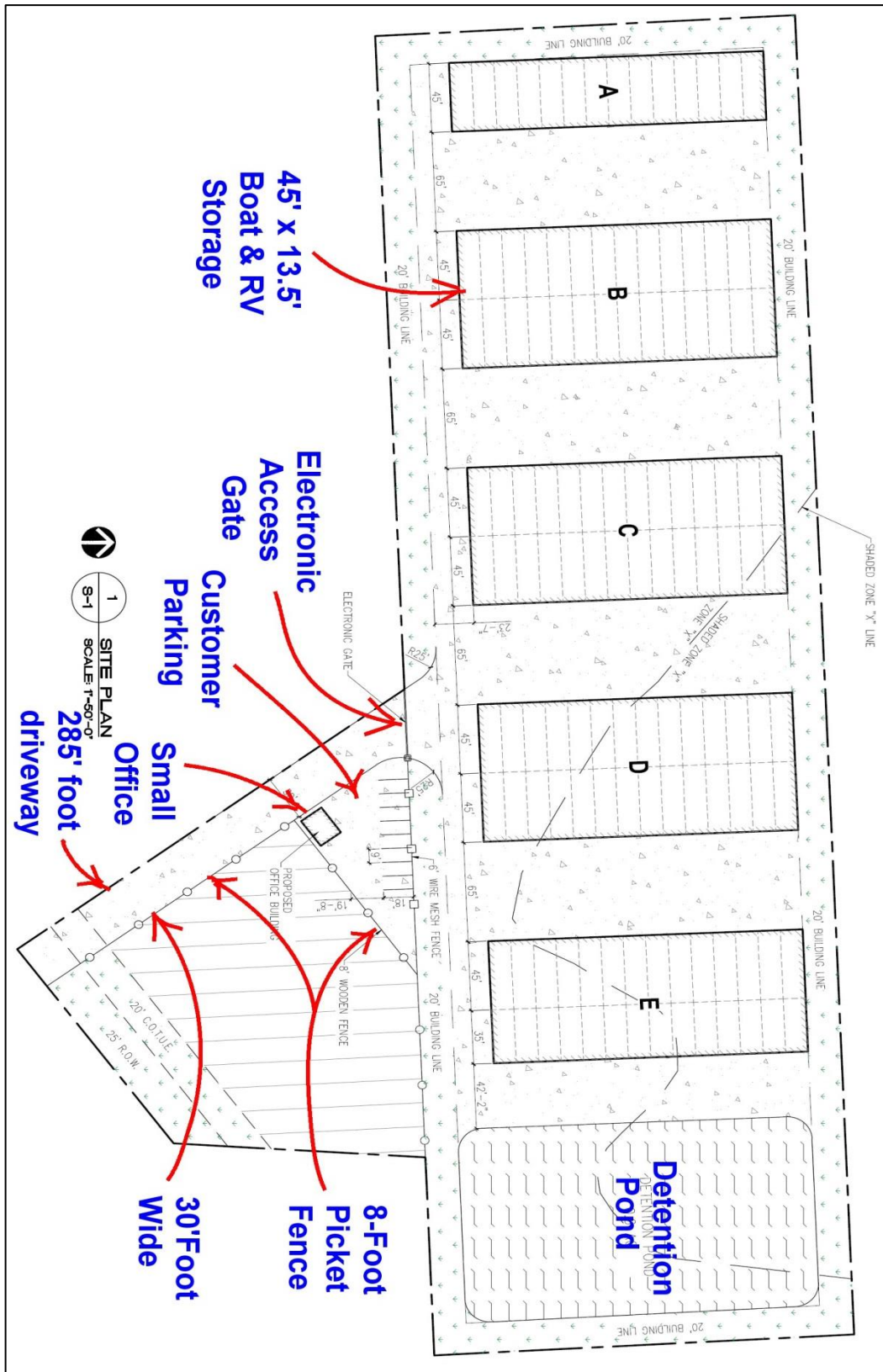
COUNCILMAN STOLL _____
COUNCILMAN DEGGES _____
COUNCILMAN TOWNSEND _____
COUNCILMAN QUINN _____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Exhibit “A”



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
JANUARY 8, 2018
&
CITY COUNCIL
JANUARY 15, 2018**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, January 8, 2018, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, January 15, 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 P17-0137: Request by Lance Langenhoven to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 5.8588 acres of land 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 at Hospital Road, from the Agricultural District to the General Retail District.

Zoning Case P17-0166: Request by Lance Langenhoven for a Conditional Use Permit to operate a *mini-warehouse / self-storage* facility at 419 E. Hufsmith Road. The property is approximately 5.8588 acres, 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 at Hospital Road, and is zoned Agricultural 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.

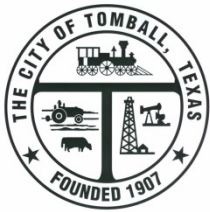
C E R T I F I C A T I O N

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 **4th** day of **January 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: P17-0166

APPLICANT/OWNER: Lance Langenhoven

LOCATION: Generally located on the north side of East Hufsmith at Hospital Road

PROPOSAL: A Conditional Use Permit to operate a *mini-warehouse / self-storage* facility at 419 E. Hufsmith Road. The property is approximately 5.8588 acres, legally described as Lot 61 Block 1 Abandoned Animal Rescue Replat within the City of Tomball, Harris County, Texas, and is zoned Agricultural 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, January 8 2018, 6:00 PM**

**City Council Public Hearing:
*Monday, January 15, 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.



Public Comment Form

(Please type or use black ink)

All submitted forms will become a part of the public record.

Please return to:

City of Tomball
Attn: Amelia Lindley
501 James Street
Tomball, TX 77375

Name:

(please print)

Address:

Signature:

Date:

A. Tennis Venture LLC
43 Golden Orchard Pl
The Woodlands, TX 77354
1/29/18

I am **FOR** the requested Rezoning as explained on the attached public notice for Zoning Case P17-0166. (Please state reasons below)

I am **AGAINST** the requested Rezoning as explained on the attached public notice for Zoning Case P17-0166. (Please state reasons below)

Date, Location & Time of **Planning & Zoning Commission** meeting:

Monday, January 8, 2018, 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

Date, Location & Time of **City Council** meeting:

Monday, January 15, 2018, 6:00 PM

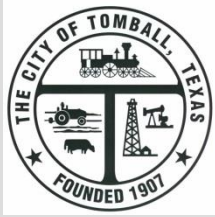
City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS:

You may also comment via email to ALindley@tomballtx.gov.

Please reference the case number in the subject line.

For questions regarding this request please call Amelia Lindley @ 281-290-1410.



Conditional Use Permit (CUP) Staff Report

Planning & Zoning Commission Public Hearing Date: January 8, 2018

City Council Public Hearing Date: January 15, 2018

Rezoning Case: P17-0166

Property Owner(s): Abandoned Animal Rescue

Applicant(s): Lance Langenhoven

Legal Description: Lot 61 Block 1 Abandoned Animal Rescue Replat

Location: 419 East Hufsmith Road - North side of East Hufsmith at Hospital Road (Exhibit "A")

Area: 5.8588 acres

Comp Plan Designation: Rural Residential (Exhibit "B")

Present Zoning and Use: Agricultural District (Currently in the process of being rezoned to General Retail District) (Exhibit "C") / Abandoned Animal Rescue (Exhibit "D")

Proposed Use(s): Boat and RV Storage

Request: Conditional Use Permit (CUP) to allow the operation of a *mini warehouse/self-storage* facility

Adjacent Zoning & Land Uses:

- North:** Single-Family 20 Estate / Undeveloped land
- South:** Agricultural and Single-Family 9 / Undeveloped land and single-family residence
- West:** Single-Family 20 Estate / Single-family residence
- East:** Single-Family 20 Estate / Single-family residence

BACKGROUND

City Staff met with the applicant in October to discuss options for the property. The applicant expressed his desire to use the property for offices and boat and recreational vehicle storage. City Staff explained that a rezoning would be required for the proposed development. The applicant submitted a Rezoning Application on October 30, 2017 for the Commercial District.

At the December 18, 2017 City Council Meeting, the applicant requested the Councilmembers consider a rezoning to General Retail, with an associated Conditional Use Permit request, instead of the Commercial rezoning. No action was taken on the rezoning request.

ANALYSIS

According to Section 50-81 (f) of the Chapter 50 (Zoning), when considering applications for a CUP, the City shall, on the basis of the concept plan and other information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. Specific considerations shall include the extent to which:

- 1. The proposed use at the specified location is consistent with the goals, objectives, and policies contained in the adopted Comprehensive Plan;**

The Comprehensive Plan identifies the subject site as Rural Residential. It does not appear that the request is consistent with the goals of the Future Land Use Map of the Comprehensive Plan.

- 2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;**

According to the Zoning Ordinance, “a conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions.”

According to Section 50-76, the purpose of the General Retail District is “to provide areas for local neighborhood shopping and service facilities for the retail sales of goods and services. The General Retail District should be located along or at the intersection of major collects or thoroughfares to accommodate higher traffic volumes.” The proposed use would provide a service to the area. East Hufsmith is considered a major arterial by the City’s Major Thoroughfare Plan and could accommodate the traffic generated by the proposed use. The request appears to be consistent with the intent of the General Retail District.

- 3. The proposed use meets all supplemental standards specifically applicable to the use as set forth in the Zoning Ordinance;**

Should the CUP application be approved by City Council, the applicant will be required to submit site and building plan applications and supporting documents to the City for review and approval. Specific details of site modifications will be shown at the time of plan review.

- 4. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts;**

The proposed use appears to be compatible with the adjacent developments. There are a few single-family residences in the area. The other land uses in the area include baseball fields, a Harris County Flood Control ditch and undeveloped land. The proposed land use should not generate substantial traffic or noise.

5. **The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity.**

Staff does not anticipate any adverse effects on surrounding properties. The property does abut single-family residential district, and will therefore be subject to additional screening requirements to protect the adjacent residences.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on December 22, 2017. A Notice of Public Hearing was published in the paper on December 27, 2017. 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 P17-0166.

EXHIBITS

- A. Aerial Photo
- B. Comprehensive Plan
- C. Zoning Map
- D. Site Photo
- E. CUP Application
- F. Concept Plan

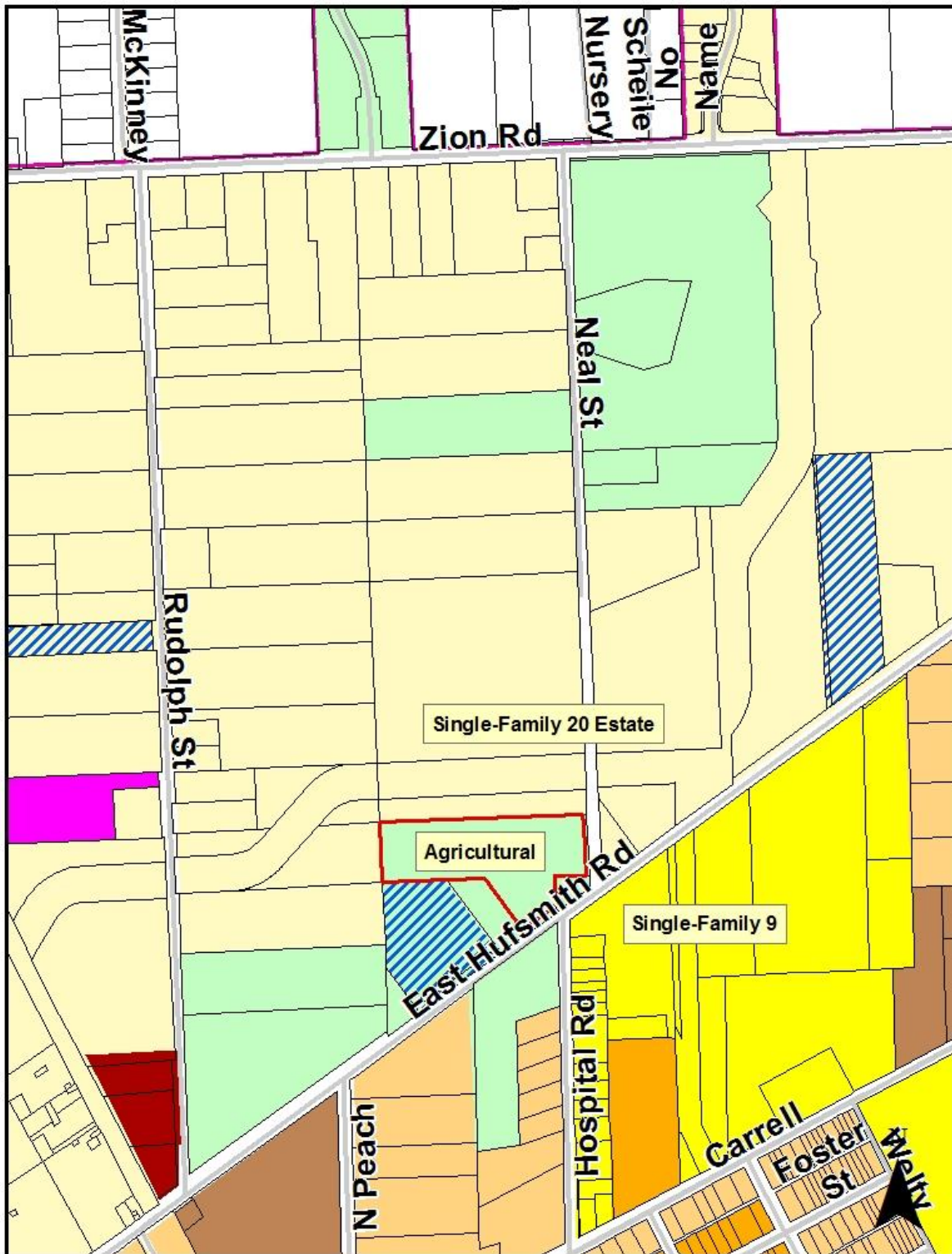
Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan



Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo**



Exhibit "E"
CUP Application

666

Revised 5/19/15



P17-0166

APPLICATION FOR
CONDITIONAL USE PERMIT
Community Development Department
Planning Division



A conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions.

No conditional use shall be established and no building permit shall be issued for any use designated as a conditional use within any zoning district until a conditional use permit (CUP) is approved and issued in accordance with the provisions of Section 50-34 of the Code of Ordinances.

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: Lance Langenhoven Title: Buyer of 419 E. Hufsmith
Mailing Address: 8505 Technology Forest Pl. # 501 City: The Woodlands State: TX
Zip: 77381
Phone: (832) 483 8655 Fax: (1.866) 438 7611 Email: Lance.Glynis@Gmail.com

Owner

Name: Abandoned Animal Shelter Title: Owner of 419 E. Hufsmith
Mailing Address: 32632 Wright Road (future address) City: Magnolia State: TX
Zip: 77355 please use: 419 E. Hufsmith, Tomball, tx, 77375 for now
Phone: (281) 802 8540 Fax: () Email: shelter@aatexas.org

Engineer/Surveyor (if applicable)

Name: Briana Winger - Texas Professional Surveying, LLC Title: Marketing Director
Mailing Address: 3032 N. Frazier City: Conroe State: TX
Zip: 77303
Phone: (936) 756 7447 Fax: (936) 756 7448 Email: briana@surveyingtexas.com

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

Description of Proposed Project: Boat & RV Storage on the back 5 Acres of the property.

Physical Location of Property: 419 E. Hufsmith, Tomball, TX, 77355

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

Legal Description of Property: LT 61 BLK 1 ABANDONED ANIMAL RESCUE R/P

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

HCAD Identification Number: 1269440020001 Acreage: 5.8588 Acres

Current Use of Property: Approx. 1 Acre is being used commercially by AAR. Remainder if vacant land.

Proposed Use of Property: 1 Acre in front remains light commercial use, no change. Vacant land = Boat & RV Storage

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.

DocuSigned by:
Lance Langenhoven
X 6A7AB78F64DE448

10/29/2017

Signature of Applicant

Date

X Debbie Allison

10/29/17

Signature of Owner

Debbie Allison, AAR

CITY OF TOMBALL
281-351-5484

REC#: 01003212 10/30/2017 11:58 AM
OPER: RP TERM: 005
REF#: W 1074

TRAN: 130.0000 PLANNING AND ZONING

419 E HUFSMITH
LANCE LANGEHOVEN
100-5442

City of Tomball, Texas 5

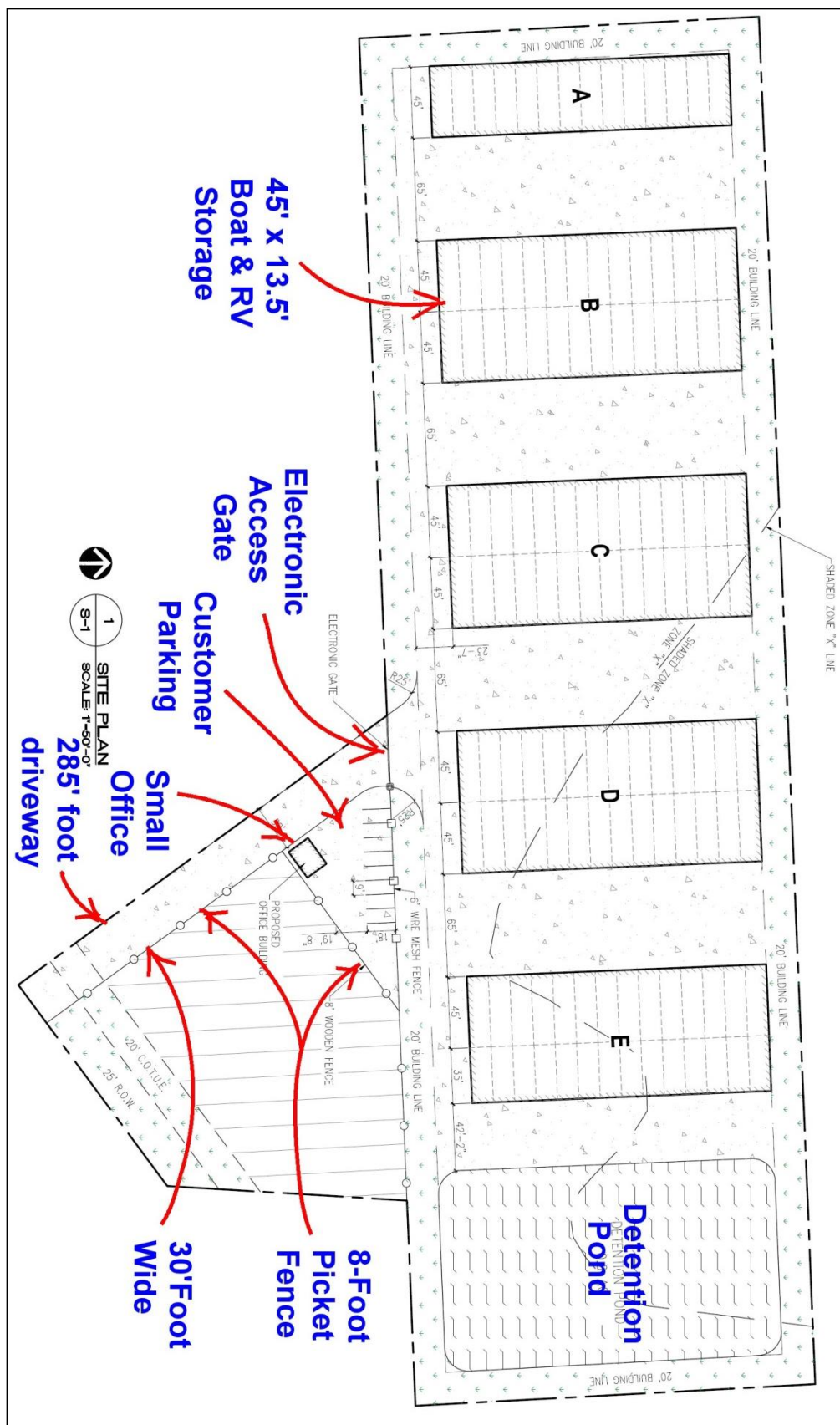
CONDITIONAL USE PER 600.00CR

www.tomballtx.gov

TENDERED: 600.00 CHECK
APPLIED: 600.00-

CHAIR

Figure “F” Concept Plan



Regular City Council

Agenda Item

Data Sheet

Meeting Date: January 15, 2018

Topic:

Approve Supplemental No. 1 to Gunda Corporation, LLC in Reference to E&P Project 2014-10014 – Broussard Park Site Improvements, in the Amount of \$126,748.00

Background:

An original contract was executed in January 2015 for engineering services related to the master planning of the anticipated park, topographic data, determination of construction cost and alignment of the park entrance with Zion Road.

Since the contract was executed it has been determined that additional services are needed that are not covered under the original contract such as an electrical site plan and construction services, including preparation of bid documents and project management. A supplemental was requested from Gunda Corporation, LLC for the needed services and was submitted for a total price of \$126,748.00.

The supplemental will provide all necessary services to begin full construction at the City Park as well as fulfill our grant requirements with Texas Parks and Wildlife.

Origination:

Public Works Department

Recommendation:

Staff recommends approving Supplemental Number 1 in the amount of \$126,748.00 to Gunda Corporation, LLC for additional required engineering services.

Funding:

Yes

Account Number:400-153-6409

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

Meagan Mageo, Project Coordinator

ACTION TAKEN

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

Gunda Corporation, LLC Contract - January 2015

Gunda Corporation, LLC - Supplemental 1

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
E&P PROJECT # 2014-10014
(BROUSSARD COMMUNITY PARK SITE ENGINEERING)**

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

THIS AGREEMENT made on the 20th day of January, 2015 entered into, and executed by and between the City of Tomball, Texas (the "City"), a municipal corporation of the State of Texas, and Gunda Corporation, LLC ("Engineer").

WITNESSETH:

WHEREAS, the City desires to receive professional engineering services related to the various site development improvements to serve the City of Tomball Hufsmith Park facility east of the intersection of Hufsmith Road and Zion Road (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to perform professional engineering services related to the various site development improvements to serve the City of Tomball Hufsmith Park facility east of the intersection of Hufsmith Road and Zion Road, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional engineering services to the City related to the various site development improvements to serve the City of Tomball Hufsmith Park facility east of the intersection of Hufsmith Road and Zion Road;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in Attachment "A" attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in Section VII.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a professional and workmanlike manner. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to

obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Work is one hundred twenty (120) days beginning from the execution date of this Agreement. Upon written request of Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Attachment "A," up to an amount not to exceed \$49,950.00, including reimbursable expenses as identified in Attachment "A".

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

Gunda Corporation, LLC.
6161 Savoy, Suite 550
Houston, Texas 77036
Attn: Kyle Bertrand, PE

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball
501 James Street
Tomball, Texas 77375
Attn: Craig Meyers / Director of Community Development

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII MODIFICATIONS

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

SECTION XVI INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death,

claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

SECTION XVII MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

D. Engineer 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 by law to be employed in that manner in the United States.

IN WITNESS WHEREOF, the City of Tomball has lawfully caused this Agreement to be executed by the City Manager of said City and attested by the City Secretary and Gunda Corporation LLC, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this 20th day of January, 2015.

ENGINEER:

GUNDA CORPORATION, LLC.

By: _____

Name: Rajesh Tanwani, PE

Title: Vice President

CITY OF TOMBALL, TEXAS

GEORGE SHACKELFORD
CITY MANAGER

ATTEST:

[Signature]

Doris Speer, City Secretary

ATTACHMENT "A"

SCOPE OF SERVICES

AND

BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

ATTACHMENT "B"

INSURANCE

ATTACHMENT A
(To Professional Engineering Services Agreement)

PART A – SCOPE OF SERVICES AND DELIVERABLE
DOCUMENTS PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
E&P PROJECT # 2014-10014
(BROUSSARD COMMUNITY PARK SITE ENGINEERING)

1.0 GENERAL

The Engineer shall provide professional engineering services as described in the Contract and as further defined by this Attachment A, Scope of Services. Reference to Director throughout Attachment A refers to the City Engineer or the City appointed representative.

Description of Project

The Project generally is described as various site development improvements to serve the City of Tomball Hufsmith Park facility east of the intersection of Hufsmith Road and Zion Road, included master planning, geotechnical investigation, drainage study, grading, drainage & detention design and Phase 1 pavement design.

2.0 SCOPE OF SERVICES

The services to be provided under the terms of this Agreement will include:

General Scope –

1. Master planning of parking, driveway, drainage, stormwater detention and floodplain mitigation facilities.
2. Acquisition of topographic data required for master planning and design of proposed Phase 1 and future phased facility improvements.
3. Preparation of grading, drainage, detention, mitigation, paving, joint layout and traffic control plans for the proposed Phase 1 facilities.
4. Preparation of engineer's opinion of probable construction cost of the proposed Phase 1 facilities.
5. Submittal of plans and Harris County express review sheet for driveway connection at the intersection of Hufsmith Road and Zion Road for County review and approval.

6. Submittal of plans for coordination with affected pipeline company(s) and application(s) for permission to pave over existing pipelines, as necessary. Prepare exhibit showing proposed pipeline crossing.
7. Acquisition of geotechnical engineer consulting services for the preparation of a geotechnical investigation and report with design recommendations to support the proposed pavement, drainage and detention design.
8. Acquisition of drainage engineer consulting services for the preparation of a drainage study to delineate modifications to existing drainage channel for consolidation of the floodway impacting the subject property.
9. Acquisition of accessibility review services for compliance with ADA/TDLR requirements for Phase 1 facilities and post-construction accessibility inspections.
10. Acquisition of materials testing consultant services for monitoring of concrete, asphalt, base and subgrade installations during construction.
11. Preparation of as-constructed surveys for certification that stormwater detention facilities are in conformance with approved plans.
12. Coordination meetings with City staff and/or other consultants, or as deemed appropriate by the Director.

For clarification purposes, the scope of this Agreement does not include the following services:

- a. Preparation of plans for utility services.
- b. Preparation of plans for relocation of existing utilities or pipelines.
- c. Preparation of contract bidding documents.
- d. Construction staking.
- e. Construction management services.

**PART B – BASIS OF COMPENSATION AND REIMBURSABLE
EXPENSES PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
E&P PROJECT # 2014-10014
(BROUSSARD COMMUNITY PARK SITE ENGINEERING)**

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 as written approval of the scope and any additional fees are approved by the City of Tomball.

Classification	Fee
Preliminary Engineering	\$ 3,940.00
Final Design & Plan Approvals	\$12,140.00
Additional Services	\$32,870.00
Reimbursable Expenses	<u>\$ 1,000.00</u>
Recommended Budget	\$49,950.00

Note:

Reimbursable expenses shall be invoiced and paid based on cost of service provided plus 10% markup. These services include plan review fees, processing fees, graphical reproduction, etc...

**SUPPLEMENTAL No. 1
TO
PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2014-10014
BROUSSARD COMMUNITY PARK SITE ENGINEERING**

THIS IS A SUPPLEMENTAL AGREEMENT amending an AGREEMENT between the CITY OF TOMBALL and GUNDA CORPORATION, LLC executed the 20th day of January, 2015, relative to professional services for Tomball Engineering and Planning Project No. 2014-10014.

Upon execution of this Supplemental the scope and fee shall be amended as follows:

**SUPPLEMENTAL No. 1 SECTION I
SCOPE OF AGREEMENT**

The scope of services shall be amended to include supplemental professional engineering planning, design, and construction phase services and materials testing during construction. Additionally, the supplemental scope includes preparation of an electrical site plan for underground conversion of on-site electrical service, lift station power supply, future site & field lighting, electrical service for future restroom and concession facilities, spare circuits, and coordination with power provider.

**SUPPLEMENTAL No. 1 SECTION IV
TIME FOR PERFORMANCE**

The time for performance of the supplemental Scope of Work shall be extended through the construction duration. Upon written request of Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

**SUPPLEMENTAL No. 1 SECTION VII
ENGINEER'S COMPENSATION**

For and in consideration of the supplemental services rendered by Engineer pursuant to this Supplemental Agreement, the City shall pay Engineer on the basis set forth in Attachment "A" of the original agreement, plus a supplemental services fee of \$126,748.00 (Subconsultant cost + 10%) for a total amended contract amount not to exceed \$176,698.00, including reimbursable expenses.

Electrical Site Plan	\$ 38,510.00 (Lump Sum)
Construction Phase Services	\$ 22,000.00 (Lump Sum)
Site Planning (restrooms, site plan options)	\$ 15,000.00 (Lump Sum)
Survey for Property Acquisition	\$ 3,080.00 (Lump Sum)
Geotechnical Investigation	\$ 7,700.00 (Lump Sum)
Materials Testing During Construction	\$ 40,458.00 (Time & Materials)
Total Supplemental	\$126,748.00
Original Authorization	\$ 49,950.00
Total Amended Authorization	\$176,698.00

**SUPPLEMENTAL No. 1 SECTION IX
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball
501 W. Market Street
Tomball, Texas 77375
Attn: David Esquivel, PE, Director of Public Works

**SUPPLEMENTAL No. 1 XVIII.
MISCELLANEOUS PROVISIONS**

E. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Engineer covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Engineer is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organization.

All other terms and conditions contained in the original Agreement, not specifically amended herein, shall remain in full effect.

IN WITNESS WHEREOF, the City of Tomball has lawfully caused this Agreement to be executed by the Assistant City Manager of said City and attested by the City Secretary and Gunda Corporation LLC, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 2017.

ENGINEER:

Gunda Corporation, LLC

By: _____

Name: Rajesh Tanwani, PE

Title: Vice President

CITY OF TOMBALL, TEXAS

Robert S. Hauck, Assistant City Manager

ATTEST:

Doris Speer, City Secretary

ATTACHMENT “A-1”

PART A-1

SUPPLEMENTAL NO. 1 – SCOPE OF SERVICES ENGINEERING & PLANNING PROJECT NO. 2014-10014 BROUSSARD COMMUNITY PARK SITE ENGINEERING

Description of Additional Services

Electrical Site Plan – Gunda will prepare an electrical site for the Park to include coordination with CenterPoint Energy for relocation of existing service from overhead to underground. Anticipated power needs will provide power to a proposed sanitary sewer lift station (3-phase), future site and sport field lighting, proposed prefabricated restroom/concession facilities, pond fountain, existing barn, and spares for miscellaneous appurtenances to be further discuss with City. Construction documents produced will include an overall layout, load analysis, electrical schematics, photometric lighting analysis, and electrical details for selected improvements. It is understood that the City may implement the proposed improvements in one or more construction packages.

Construction Phase Services – Gunda will provide construction phase to include shop drawing reviews, RFI responses, pay application reviews, contractor progress meetings, etc. in accordance with the initial agreement.

Additional Site Planning – Gunda will work with City staff to develop alternative options for planned improvements to the park to include site plan exhibits and conceptual opinions of probable construction costs.

Survey – Perform additional topographic and boundary surveys for acquisition of additional property for installation of the Park main entrance.

Geotechnical Investigation – Perform a geotechnical investigation for planned improvements to include slope stability and pavement recommendations. (expansion of original scope)

Materials Testing for Construction – Perform materials test during construction to include testing of bedding, backfill, soil stabilization, and pavement. (expansion of original scope)

Regular City Council

Agenda Item

Data Sheet

Meeting Date: January 15, 2018

Topic:

Reject Bids for Project No. 2018-03 and Award BuyBoard Contract to John Deere for the Purchase of One (1) Compact Track Loader with Breaker, Hydro-Axe, 6-Way Blade, Auger and Bucket Attachments, in the Amount of \$119,112.42

Background:

In an effort to obtain the most favorable pricing, sealed bids were solicited for the purchase of one (1) Compact Track Loader with breaker, hydro-axe, 6-way blade, and bucket attachments for the Public Works Department. Bid packets were available at the Public Works Administration Building or could be electronically delivered by request. A total of four vendors requested the bid packages and two bids were received to which neither bid received adhered to the minimum specifications required in the bid details therefore BuyBoard quotes were requested from each vendor. Staff invited three vendors to provide demonstrations and additional information on the equipment, at which Mustang CAT, Kubota and John Deere provided BuyBoard quotes and demonstrations of their equipment.

Based on the submitted quotes and demonstrations, staff recommends rejection of the bids and award of contract thru BuyBoard to John Deere in the amount of \$112,405.42. Since the equipment is under budget, an auger attachment is also required for a total purchase price of \$119,112.42.

Origination:

Public Works Department

Recommendation:

Public Works staff recommends awarding a BuyBoard contract to John Deere for a compact track loader with attachments in the amount of \$119,112.42.

Funding:

Yes

Account Number: 650-651-6403 & 650-652-6403

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

Meagan Mageo, Project Coordinator

ACTION TAKEN

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

Bid Tabulation

Vendor Comparison Summary

John Deere BuyBoard Quote

Bid Number 2018-03 - Track Loader**Bid Tabulation****Company: Doggett**

Base Bid	Total
Bid Price	Not Submitted
Delivery	N/A
Total Bid:	N/A

Alternate Bid	Total
Bid Price	\$97,980.00
Delivery	\$0.00
Total Bid:	\$97,980.00

**Bid does not adhere
to specifications****Company: Lansdowne Moody**

Base Bid	Total
Bid Price	\$73,225.00
Delivery	\$0.00
Total Bid:	\$73,225.00

**Bid does not adhere
to specifications**

Alternate Bid	Total
Bid Price	\$95,620.00
Delivery	\$0.00
Total Bid:	\$95,620.00

**Bid does not adhere
to specifications**

Skid Steer Comparison Summary

	Kubota	CAT	John Deere
SAFETY			
Automatic Self Leveling Bucket	✓	✓	✓
Creep Mode		✓	✓
Hydraulic lever to release arms		✓	✓
Suspended controllers		✓	
Pressurized Cabin with thick glass		✓	✓
OPERATIONAL FEATURES			
Automatic ReGen		✓	✓
Enhanced Track Stability		✓	✓
Air Ride Seat		✓	✓
Operational Pressure Gage		✓	✓
Covered hydraulic fittings			✓
Independent track suspension		✓	✓
Hydraulic quick connect		✓	✓
MAINTENANCE			
Automatic Primer Pump		✓	✓
Repairs done on site		✓	✓
FEATURES			
Back-up Camera		✓	✓
Light guards		✓	✓
Auto reverse fan to clean radiator		✓	✓
Access/Service Codes for employees		✓	✓
Price:	\$115,549.61	\$126,505.78	\$112,405.42
	Cons:	Cons:	Cons:
	No safety features - back-up camera, creep mode, hydraulic release	Self leveling has to be activated	Joy Stick Stationary
	Tracks welded to frame	Lower ground clearance	Exposed Exhaust
	No hydraulic cooler	Oil filter not easily accessible	Exposed Radiator Fan
	No on-site repairs	Hydraulic lines exposed	Limited space in engine compartment for work
	Per salesman - not meant for forestry work (may catch fire)	Radiator located on top - debris may damage by falling	John Deere parts must be used to maintain warranty (1 yr only)



Meagan Mageo
City of Tomball
Tomball TX
Phone: 281-290-1411

January 05, 2018

Quote Number 164006 : Compact Track Loader 333G TASB BuyBoard
Contract #515.16

All the prices in the detailed sections are Per machine basis.

Machine Configuration

Code	Description	Qty	Unit Price
0BF0T	333G COMPACT TRACK LOADER	1	\$76,731.00
0800	333G Standard Compact Track Loader	1	In Base
0953	ISO-H Switchable Controls and EH Joystick Performance Package	1	\$1,035.00
1301	Engine - Turbocharged	1	\$3,875.00
1501	English Operator's Manual & Decals	1	\$0.01
170A	JDLink? Ultimate Cellular - 3 Years	1	\$1,200.00
2650	Wide Zig-Zag Bar Track - 17.7 in.	1	\$200.00
3002	High Flow Hydraulics	1	\$1,830.00
3100	Ride Control and Hydraulic Self-Level Up	1	\$1,250.00
4001	2-Inch Seat Belt with Shoulder Harness	1	\$212.00
5001	Power Quik-Tatch	1	\$724.00
5205	Cab Enclosure with Air-Conditioning, Heat, Defrost, and Severe Duty Door	1	\$6,672.00
5500	Standard Lighting Package	1	In Base
6003	Vinyl, Air-Ride Seat	1	\$452.00
6501	Reversing Fan Drive	1	\$830.00
8042	Rear View Camera	1	\$850.00
8060	Engine Air Precleaner	1	\$455.00
8342	Radio, AM/FM with Bluetooth	1	\$600.00
8370	HD Rear Grille	1	\$486.00
9062	84 in. HD Construction Bucket (21.0 cu. ft.) with Edge	1	\$1,422.00
Total			\$98,824.01
Discount (33%)			\$32,611.92
Net Price			\$66,212.09

Code	Description	Qty	Unit Price
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06K0T	MH60C MULCHING HEAD	1	\$29,931.00
1000	LESS FRONT MULCHING DOOR	1	In Base
Total			\$29,931.00
Discount (20%)			\$5,986.20
Net Price			\$23,944.80

Code	Description	Qty	Unit Price
9790T	WORKSITE PRO DB96 DOZER BLADE	1	\$6,313.00
Total			\$6,313.00
Discount (20%)			\$1,262.60
Net Price			\$5,050.40

Custom Jobs

Code	Description	Qty	Price
	Dealer provided Okada ORV1000 hammer with bracket	1	\$14,650.00
Total			\$14,650.00

Quote Summary - Compact Track Loader 333G (per unit)	
Item Description	Prices
Machine Net Price	\$95,207.29
Custom Jobs	\$14,650.00
Price per Machine	\$109,857.29

Destination	Freight Charge
Houston, TX	\$2,548.13

Total Net Price (Quantity = 1) \$112,405.42

Warranty Terms

333G includes Standard Warranty of 12 months.

Remarks:

Please note that this quote is valid for 30 days. Purchase cards are accepted -- a 3% transaction fee will be calculated into the PO total for the credit card invoice payment.

Contact Kent Hoffman; Phone (309)765-0282; Email: Hoffmankentj@johndeere.com--PO must be made out to: John Deere Shared Services, 1515 Fifth Ave, Moline IL 61265; DUNS #142124762; Tax ID #36-3387700

JOHN DEERE COMMERCIAL WORKSITE PRODUCTS WORKSITE PRO ATTACHMENTS

1

WORKSITE PRO PA40 PLANETARY DRIVE AUGER Equipment for Base Machine

PA40 Planetary Drive Auger
Standard Equipment

PA40 Base Machine Performance:
Flow Requirements: 28 - 42 GPM
(106 - 159 lpm)
Operating Pressure: 3625 psi

Overall Attachment:
Maximum auger diameter: 48 in
(1219mm)
Output shaft: 2 in (51mm)
Hexagon
3/4 in. Couplers and Hoses

Code	Attachment Identifier	Description	WEIGHT LBS.	List Price Suggested USD (\$)
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Select One Code From Each Required Category

BASE MACHINE

F.O.B. Dubuque, Iowa

9965T		WORKSITE PRO PA40 PLANETARY DRIVE AUGER For use on the following models: 330G, 332G, 331G & 333G with High Flow. Includes Skid Steer Mounting Bracket.		5,928.00
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AUGER BITS:

9000	4 in. Heavy Duty Bit	233.00
* 9001	<u>6 in. Heavy Duty Bit</u>	256.00 *
9002	8 in. Heavy Duty Bit	358.00
9003	9 in. Heavy Duty Bit	394.00
* 9017	<u>9 in. HD Difficult Ground Bit</u>	523.00 *
9004	10 in. Heavy Duty Bit	414.00
9005	12 in. Heavy Duty Bit	425.00
9018	12 in. HD Difficult Ground Bit	605.00
9006	15 in. Heavy Duty Bit	554.00
9019	15 in. HD Difficult Ground Bit	751.00
9007	18 in. Heavy Duty Bit	693.00
9020	18 in. HD Difficult Ground Bit	890.00
9008	24 in. Heavy Duty Bit	838.00
9021	24 in. HD Difficult Ground Bit	1,279.00
9009	30 in. Heavy Duty Bit	1,095.00

28 November 2017
US

86,707.00



G.R.
MANUFACTURING, INC.

JOHN DEERE Approved
Custom Job Facility

Guarding Packages for: **JOHN DEERE G-Series CTL/SSL**



Enhanced Protection Packages for John Deere G-Series CTL/SSL

- Level II FOPS Plate
- Side and Rear Window Screens
- Boom Arm Linkage Hose Guards
- Toe Guard, Front
- Light Guard, Front
- Auxiliary Hydraulic Coupler Guard
- Rear Bumper

- Roof Debris Cover
- Rear Winch, 12,000 lbs on bare drum with 80' x 1/2" wire rope
- Rear Hydraulic Circuit
- Bottom Openings Cover Plates





Rear Bumper



Toe Guard



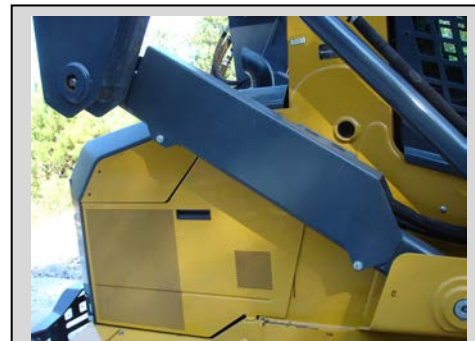
Aux Hyd Line Quick Coupler Guard



FOPs Guard



Front Work Light Guards



Boom Arm Linkage Hose Guard

The following kits are available through any John Deere Construction and Forestry Dealer. Please see your local dealer or visit our website for additional product information, pricing & pictures at www.grtractors.com

330G thru 333G Kits

		Weight	Install
BYT10264	Severe Duty Package (GR #705934)	550 lbs	22 hrs
BYT10261	Rear Bumper (GR#705921)	249 lbs	3 hrs
AT445276	Level II FOPS Structure (GR#705724)	70 lbs	3 hrs
	Tested under ISO 3449, Falling-Object Protection Structure		
BYT10260	Auxiliary Hydraulic Line Quick Coupler Guard (GR#705929)	12 lbs	2 hrs
BYT10258	Operator Rear Window / Side Window Guards (GR#705920)	90 lbs	4 hrs
	Meets ISO 8084 & SAE J1084		
AT372950	Front Toe Guard (GR#705321)	46 lbs	3 hrs
BYT10262	Bottom Opening Cover Plates (GR#705925)	48 lbs	3 hrs
BYT10259	Front Work Lights Guard (GR#705927)	6 lbs	2 hrs
BYT10912	Winch, Rear Mounted (GR#705946)	350 lbs	8 hrs
	Requires rear Deflector/Bumper Kit		
	Note: Will not work on hand control units		
705942	Boom Arm Linkage Guards (GR#705942)	56 lbs	2 hrs
AT397454	Guard, Bucket Cylinder Rod (GR #705366)	15 lbs	2 hr
705966	Precleaner Guard, Turbine Type	8 lbs	1 hr

G.R. Manufacturing, Inc. is committed to providing operator and equipment protection as well as attachments and conversions for John Deere equipment used in various applications. We welcome any suggestions for new products and feedback on existing products. Please call or visit our website at www.GRtractors.com for additional product information.

"We Build World Class Products for World Class Machines!"

Regular City Council

Agenda Item

Data Sheet

Meeting Date: January 15, 2018

Topic:

Approve Supplemental No. 1 to Freese & Nichols in Reference to E&P Project 2017-10002 – Critical Needs Improvements for the North and South Wastewater Treatment Plants, in the Amount of \$125,206.00

Background:

The Critical Needs Improvements project is now under construction and has entered into the construction inspection and management phase. Existing City staff will conduct needed inspections however there are specialized aspects of the project that require additional inspections in order to ensure that TCEQ regulations are adhered as well as material testing for the grout and concrete. Freese and Nichols is able to provide the additional specialized services for the project. The supplemental to the Freese and Nichols contract will provide the necessary budget to perform the needed inspections and material testing for an amount not to exceed \$125,206.00.

Origination:

Public Works Department

Recommendation:

Staff recommends approving Supplemental Number 1 in the amount of \$125,206.00 to Freese and Nichols for inspection and material testing services during construction.

Funding:

Yes

Account Number:400-614-6409

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

Meagan Mageo, Project Coordinator

ACTION TAKEN

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

Executed Contract - Freese & Nichols

Supplemental No 1 - Freese & Nichols

September 12, 2016

David Esquivel
Director of Public Works
City of Tomball
501 James St.
Tomball, TX 77375

Re: Contract for the Design of Critical Needs Improvements to the North and South WWTPs

Dear Mr. Esquivel:

Freese and Nichols, Inc. (FNI) is pleased to present the attached scope and fee for the design of the critical needs improvements to the North and South WWTPs. The fee includes services for the design, bid and construction phases. Also Included is the surveying and geotechnical services required for the design. Included in the design services is the replacement of the main switchgear for the incoming power feed to the South WWTP. The total fee for the project is **\$494,725**.

Table 1 attached to this letter shows a summary of the proposed fee for this project. **Table 2** provides a summary of the estimated opinion of probable construction cost for the North and South WWTPs.

We are looking forward to this opportunity to work with the City of Tomball on this project.

Sincerely,

Freese and Nichols, Inc.



Murali Erat, P.E.
Project Manager



Alan C. Hutson, P.E., ENV SP
Principal

Table 1 – Design of Critical Needs Assessment of North and South WWTPs – Project Fee Summary

Description	Fee
<i>Project Management</i>	\$ 53,794
<i>Design of Improvements</i>	
<i>North WWTP</i>	
Clarifier	\$ 29,329
Administration Building	\$ 9,136
Blowers	\$ 6,361
Raw Sewage LS	\$ 32,159
Electrical Manholes	\$ 8,442
NPW System	\$ 5,290
Aerobic Digester	\$ 5,780
Chlorination System	\$ 4,958
De-Chlorination System	\$ 4,958
Sludge Thickener	\$ 2,433
Flow Measuring Structure	\$ 13,333
<i>South WWTP</i>	
Main Power Feed Switch Breaker	\$ 10,069
NPW System	\$ 29,212
Raw Sewage LS	\$ 23,507
Oxidation Ditch	\$ 19,429
RAS Pumps	\$ 1,910
Administration Building	\$ 46,430
Chlorination System	\$ 4,278
<i>Project QA-QC</i>	\$ 35,909
<i>OPCC Development</i>	\$ 18,633
<i>Surveying</i>	\$ 14,850
<i>Geotechnical Investigation</i>	\$ 5,940
<i>Pressure Tank Inspection</i>	\$ 2,915
<i>Bid Phase</i>	\$ 25,167
<i>Construction Phase (General Rep)</i>	\$ 80,503
Total:	\$ 494,725

Table 2 – Critical Needs at North and South WWTPs – Opinion of Probable Construction Cost

Description	Construction Estimate
<u>North WWTP</u>	
Clarifier	\$ 1,073,000
Administration Building	\$ 476,000
Blowers	\$ 98,000
Raw Sewage LS	\$ 507,000
Electrical Manholes	\$ 162,000
NPW System	\$ 25,000
Aerobic Digester	\$ 60,000
Chlorination System	\$ 44,000
De-Chlorination System	\$ 16,000
Sludge Thickener	\$ 17,000
Flow Measuring Structure	\$ 60,000
<u>Sub-Total</u>	\$ 2,538,000
<u>South WWTP</u>	
Main Power Feed Switch Breaker	\$ 113,000
NPW System	\$ 162,000
Raw Sewage LS	\$ 158,000
Oxidation Ditch	\$ 215,000
RAS Pumps	\$ 4,000
Administration Building	\$ 120,000
Chlorination System	\$ 16,000
<u>Sub-Total</u>	\$ 788,000
<u>Total:</u>	\$ 3,326,000

AGREEMENT FOR PROFESSIONAL SERVICES

STATE OF TEXAS §

COUNTY OF TARRANT §

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

- I. **EMPLOYMENT OF FNI:** In accordance with the terms of this Agreement: Owner agrees to employ FNI; FNI agrees to perform professional services in connection with the Project; Owner agrees to pay to FNI compensation. The Project is described as follows: **Critical Needs Improvements of North and South WWTPs.**
- II. **SCOPE OF SERVICES:** FNI shall render professional services in connection with Project as set forth in Attachment SC - Scope of Services and Responsibilities of Owner which is attached to and made a part of this Agreement.
- III. **COMPENSATION:** Owner agrees to pay FNI for all professional services rendered under this Agreement. FNI shall perform professional services as outlined in the "Scope of Services" for a lump sum fee of **\$494,725.**
If FNI's services are delayed or suspended by Owner, or if FNI's services are extended for more than 60 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation to reflect reasonable costs incurred by FNI in connection with such delay or suspension and reactivation and the fact that the time for performance under this Agreement has been revised.
- IV. **TERMS AND CONDITIONS OF Agreement:** The Terms and Conditions of Agreement as set forth as Attachment TC shall govern the relationship between the Owner and FNI.

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

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

This contract is executed in two counterparts.

IN TESTIMONY HEREOF, they have executed this Agreement, the 4 day of October, 2016.

ATTEST:



City of Tomball
(Owner)

By: 
Robert S. Hawuk, Asst. City Manager
Print Name and Title

ATTEST:


Vice President

Freese and Nichols, Inc.
(FNI)

By: 
Alan C. Hutson, Vice President
Print Name and Title

SCOPE OF SERVICES AND RESPONSIBILITIES OF Owner**ARTICLE I**

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

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

1. Prepare drawings, specifications, Construction Contract Documents, designs, and layouts of improvements to be constructed as listed below and as described in the "Critical Needs Assessment Report":

North WWTP:

- a. **Clarifier:** Replace clarifier mechanism in the two clarifiers including the scum baffle, trough and spray system. Replace all corroded electrical conduits and fittings associated with the clarifiers. Replace seals of the control panels.
- b. **Administration Building:** Replace the Motor Control Center (MCC) located in the Administration Building.
- c. **Blowers:** Replace the MCC for the blowers in the Blower Building.
- d. **Raw Sewage Lift Station:** Replace all the lift station pumps. Replace knife gate in the main pump discharge header. Repaint piping, valves, and monorail. Replace all wiring and conduits associated with the lift station.
- e. **Electrical Manholes:** Replace wiring through manholes.
- f. **Non-potable Water System (NPW):** Inspect hydropneumatic tank and refurbish tank as needed.
- g. **Aerobic Digester:** Replace the controls for the air lift pumps. Replace two sluice gates at the digesters.
- h. **Chlorination System:** Replace one ton-cylinder scale. Add one intake fan at the top of the building for ventilation. Replace enclosures for electrical panel.
- i. **De-chlorination System:** Add one intake fan at the top of the building for ventilation. Replace enclosures for electrical panel.
- j. **Sludge Thickener:** Replace motor drive base plate. Add new control panel and conduit from MCC.
- k. **Flow Measuring Structure:** Install sump pumps. Replace scum baffles.

South WWTP:

- a. **Main Power Feed Switchgear Breaker:** Install new main power feed switchgear disconnect, associated conduits and conductors, and surge protection devices for MCCs.
- b. **Non-potable Water System (NPW):** Install new NPW pumps and air compressor. Inspect and refurbish existing hydropneumatic tank.
- c. **Raw Sewage Lift Station:** Replace two lift station pumps. New terminal blocks for conductors for the lift station pumps.
- d. **Oxidation Ditch:** Install Variable Frequency Drive (VFD) for the rotors. Install actuators for the effluent weir gate.
- e. **RAS Pumps:** Relocate the RAS and WAS piping and flow meters.

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FNI *ACH*
OWNER *RBH*

- f. **Administration Building:** Expand building to include space for a new break room. Rewire the SCADA/PLC panel and provide new wiring diagrams to show current installation.
 - g. **Chlorination System:** Add one intake fan at the top of the building for ventilation. Replace control panel.
 2. Field surveying of North and South WWTPs as required for the preparation of designs and drawings.
 3. Provide Geotechnical investigations at the North and South WWTPs as required for the preparation of designs and drawings.
 4. Advise Owner of need for and recommend scope of subsurface investigations, special analysis, hydraulic model studies, underwater exploration and mapping, etc, and the retention of special consultants. The cost of such services shall be paid by Owner and are not included in the services performed by FNI.
 5. Attend a maximum of four (4) meetings with the City during the Design Phase to keep the City informed and to solicit comments relating to the design of the improvements.
 6. Furnish Owner, when requested, the engineering data necessary for applications for routine permits required by local, state and federal authorities. Preparation of applications and supporting documents for government grants or for planning advances is an Additional Service.
 7. Conduct quality control (QC) reviews of 60 and 90 percent design submittal.
 8. Conduct constructability review of 60 percent design submittal.
 9. Prepare revised opinion of probable construction cost at the 60 and 90 percent submittal stage.
 10. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
 11. Furnish Owner three (3) sets of copies of drawings, specifications, and bid proposals marked "Preliminary" for approval by Owner. Upon final approval by Owner, FNI will provide Owner three (3) sets of copies of "Final" drawings.
- C. **BID OR NEGOTIATION PHASE.** Upon completion of the design services and approval of "Final" drawings and specifications by Owner, FNI will proceed with the performance of services in this phase as follows:
1. Assist Owner in securing bids. Issue a Notice to Bidders to prospective contractors and vendors listed in FNI's database of prospective bidders, and to selected plan rooms. Provide a copy of the notice to bidders for Owner to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by Owner.
 2. Print Bid Documents and distribute a maximum of three (3) sets to selected plan rooms, and to prospective bidders that respond to the Notice to Bidders.
 3. Maintain information on entities that have been issue a set of bid documents. Distribute information on plan holders to interested contractors and vendors on request.

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FNI *ACH*
OWNER *[Signature]*

4. Assist Owner by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
5. At Owner request, FNI will assist Owner in the opening, tabulating, and analyzing the bids received. Recommend award of contracts or other actions as appropriate to be taken by Owner. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service.
6. Assist the Owner in conducting a pre-bid conference for the construction projects and coordinate responses with Owner. Response to the pre-bid conference will be in the form of addenda issued after the conference. Attend the tour of the project site after the pre-bid conference.
7. Assist Owner in the preparation of Construction Contract Documents for construction contracts. Provide ten (10) sets of Construction Contract Documents which include information from the apparent low bidders bid documents, legal documents, and addenda bound in the documents for execution by the Owner and construction contractor. Distribute five (5) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Provide Owner with the remaining five (5) copies of these documents for use during construction. Additional sets of documents can be provided as an additional service.
8. Furnish contractor copies of the drawings and specifications for construction pursuant to the General Conditions of the Construction Contract.

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

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

1. Assist Owner in conducting pre-construction conference(s) with the Contractor(s), review construction schedules prepared by the Contractor(s) pursuant to the requirements of the construction contract, and prepare a proposed estimate of monthly cash requirements of the Project from information provided by the Construction Contractor.
2. Establish communication procedures with the Owner and contractor. Submit (insert frequency; i.e. monthly, bi-monthly, quarterly, etc.) reports of construction progress. Reports will describe construction progress in general terms and summarize project costs, cash flow, construction schedule and pending and approved contract modifications.

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FNI *ACH*
OWNER *ACH*

3. Establish and maintain a project documentation system consistent with the requirements of the construction contract documents. Monitor the processing of contractor's submittals and provide for filing and retrieval of project documentation. Produce monthly reports indicating the status of all submittals in the review process. Review contractor's submittals, including, requests for information, modification requests, shop drawings, schedules, and other submittals in accordance with the requirements of the construction contract documents for the projects. Monitor the progress of the contractor in sending and processing submittals to see that documentation is being processed in accordance with schedules.
4. Based on FNI's observations as an experienced and qualified design professional and review of the Payment Requests and supporting documentation submitted by Contractor, determine the amount that FNI recommends Contractor be paid on monthly and final estimates, pursuant to the General Conditions of the Construction Contract.
5. Make up to twelve (12) visits appropriate to the stage of construction to the site to observe the progress and the quality of work and to attempt to determine in general if the work is proceeding in accordance with the Construction Contract Documents. In this effort FNI will endeavor to protect the Owner against defects and deficiencies in the work of Contractors and will report any observed deficiencies to Owner. Visits to the site in excess of the specified number are an additional service.
6. Notify the contractor of non-conforming work observed on site visits. Review quality related documents provided by the contractor such as test reports, equipment installation reports or other documentation required by the Construction contract documents.
7. Coordinate the work of testing laboratories and inspection bureaus required for the testing or inspection of materials, witnessed tests, factory testing, etc. for quality control of the Project. The cost of such quality control shall be paid by Owner and is not included in the services to be performed by FNI.
8. Interpret the drawings and specifications for Owner and Contractor(s). Investigations, analyses, and studies requested by the Contractor(s) and approved by Owner, for substitutions of equipment and/or materials or deviations from the drawings and specifications is an additional service.
9. Establish procedures for administering constructive changes to the construction contracts. Process contract modifications and negotiate with the contractor on behalf of the Owner to determine the cost and time impacts of these changes. Prepare change order documentation for approved changes for execution by the Owner. Documentation of field orders, where cost to Owner is not impacted, will also be prepared. Investigations, analyses, studies or design for substitutions of equipment or materials, corrections of defective or deficient work of the contractor or other deviations from the construction contract documents requested by the contractor and approved by the Owner are an additional service. Substitutions of materials or equipment or design modifications requested by the Owner are an additional service.
10. Prepare documentation for contract modifications required to implement modifications in the design of the project. Receive and evaluate notices of contractor claims and make recommendations to the Owner on the merit and value of the claim on the basis of information submitted by the contractor or available in project documentation. Endeavor to negotiate a settlement value with the Contractor on behalf of the Owner if appropriate. Providing these services to review or evaluate construction contractor(s) claim(s), supported by causes not within the control of FNI are an additional service.

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 FNI *ACH*
 OWNER *RBH*

11. Conduct, in company with Owner's representative, a final review of the Project for conformance with the design concept of the Project and general compliance with the Construction Contract Documents. Prepare a list of deficiencies to be corrected by the contractor before recommendation of final payment. Assist the City in obtaining legal releases, permits, warranties, spare parts, and keys from the contractor. Review and comment on the certificate of completion and the recommendation for final payment to the Contractor(s). Visiting the site to review completed work in excess of two trips are an additional service.
12. Revise the construction drawings in accordance with the information furnished by construction Contractor(s) reflecting changes in the Project made during construction. Two (2) sets of prints of "Record Drawings" shall be provided by FNI to Owner.

ARTICLE II

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

- A. Field layouts or the furnishing of construction line and grade surveys.
- B. GIS mapping services or assistance with these services.
- C. Making property, boundary and right-of-way surveys, preparation of easement and deed descriptions, including title search and examination of deed records.
- D. Providing renderings, model, and mock-ups requested by the Owner.
- E. Making revisions to drawings, specifications or other documents when such revisions are 1) not consistent with approvals or instructions previously given by Owner or 2) due to other causes not solely within the control of FNI.
- F. Providing consultation concerning the replacement of any Work damaged by fire or other cause during the construction, and providing services as may be required in connection with the replacement of such Work.
- G. Investigations involving consideration of operation, maintenance and overhead expenses, and the preparation of rate schedules, earnings and expense statements, feasibility studies, appraisals, evaluations, assessment schedules, and material audits or inventories required for certification of force account construction performed by Owner.
- H. Preparing applications and supporting documents for government grants, loans, or planning advances and providing data for detailed applications.
- I. Providing shop, mill, field or laboratory inspection of materials and equipment. Observe factory tests of equipment at any site remote to the project or observing tests required as a result of equipment failing the initial test.
- J. Conducting pilot plant studies or tests.
- K. Preparing Operation and Maintenance Manuals or conducting operator training.

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FNI *ACH*
OWNER *BEH*

- L. Preparing data and reports for assistance to Owner in preparation for hearings before regulatory agencies, courts, arbitration panels or any mediator, giving testimony, personally or by deposition, and preparations therefore before any regulatory agency, court, arbitration panel or mediator.
- M. Furnishing the services of a Resident Project Representative to act as Owner's on-site representative during the Construction Phase. The Resident Project Representative will act as directed by FNI in order to provide more extensive representation at the Project site during the Construction Phase. Through more extensive on-site observations of the work in progress and field checks of materials and equipment by the Resident Project Representative and assistants, FNI shall endeavor to provide further protection for Owner against defects and deficiencies in the work. Furnishing the services of a Resident Project Representative is subject to the provisions of Article I, D and Attachment RPR.

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

- N. Furnishing Special Inspections required under chapter 17 of the International Building Code. These Special Inspections are often continuous, requiring an inspector dedicated to inspection of the individual work item, and they are in addition to General Representation services noted elsewhere in the contract. These continuous inspection services can be provided by FNI as an Additional Service.
- O. Assisting Owner in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
- P. Performing investigations, studies and analyses of substitutions of equipment and/or materials or deviations from the drawings and specifications.
- Q. Assisting Owner in the defense or prosecution of litigation in connection with or in addition to those services contemplated by this Agreement. Such services, if any, shall be furnished by FNI on a fee basis negotiated by the respective parties outside of and in addition to this Agreement.
- R. Providing environmental support services including the design and implementation of ecological baseline studies, environmental monitoring, impact assessment and analyses, permitting assistance, and other assistance required to address environmental issues.
- S. Performing investigations, studies, and analysis of work proposed by construction contractors to correct defective work.
- T. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.
- U. Services required to resolve bid protests or to rebid the projects for any reason.
- V. Visits to the site in excess of the number of trips included in Article I for periodic site visits, coordination meetings, or contract completion activities.

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FNI *ACH*
OWNER *BBB*

- W. Any services required as a result of default of the contractor(s) or the failure, for any reason, of the contractor(s) to complete the work within the contract time.
- X. Providing services after the completion of the construction phase not specifically listed in Article I.
- Y. Providing basic or additional services on an accelerated time schedule. The scope of this service include cost for overtime wages of employees and consultants, inefficiencies in work sequence and plotting or reproduction costs directly attributable to an accelerated time schedule directed by the Owner.
- Z. Providing services made necessary because of unforeseen, concealed, or differing site conditions or due to the presence of hazardous substances in any form.
- AA. Providing services to review or evaluate construction contractor(s) claim(s), provided said claims are supported by causes not within the control of FNI.
- BB. Providing value engineering studies or reviews of cost savings proposed by construction contractors after bids have been submitted.
- CC. Preparing statements for invoicing or other documentation for billing other than for the standard invoice for services attached to this professional services agreement.
- DD. Provide follow-up professional services during Contractor's warranty period.

ARTICLE III

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

- | | |
|---|---|
| • Begin Final Design | Upon Authorization to Proceed |
| • 60% Submittal | 3 months after Authorization |
| • 90% Submittal | 2 months after receiving comments from Owner on the 60% Submittal |
| • Final Design | 1 month after receiving comments from Owner on the 90% submittal |
| • Submit Documents to Regulatory Agencies | 1 month after Final Approval by Owner |
| • Advertise for Bids | 1 month after Final Approval by Owner |
| • Bid Phase | 40 Days |
| • Regulatory Approval of Bids | 2 months |
| • Construction Phase | 20 months |

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

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FNI ACH
OWNER ACH

ARTICLE IV

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

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

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

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

Nothing in this provision creates a presumption that, or changes the professional liability standard for determining if, Engineer is liable for the cost of Covered Change Orders in excess of the percent of Construction Cost stated above or for any other Change Order. Wherever used in this document, the term Engineer includes Engineer's officers, directors, partners, employees, agents, and Engineers Consultants.

- B. Designate in writing a person to act as Owner's representative with respect to the services to be rendered under this Agreement. Such person shall have contract authority to transmit instructions, receive information, interpret and define Owner's policies and decisions with respect to FNI's services for the Project.
- C. Provide all criteria and full information as to Owner's requirements for the Project, including design objectives and constraints, space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.
- D. Assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project.
- E. Arrange for access to and make all provisions for FNI to enter upon public and private property as required for FNI to perform services under this Agreement.

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FNI *ACH*
OWNER *ABH*

- F. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by FNI, obtain advice of an attorney, insurance counselor and other consultants as Owner deems appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of FNI.
- G. Provide such accounting, independent cost estimating and insurance counseling services as may be required for the Project, such legal services as Owner may require or FNI may reasonably request with regard to legal issues pertaining to the Project including any that may be raised by Contractor(s), such auditing service as Owner may require to ascertain how or for what purpose any Contractor has used the moneys paid under the construction contract, and such inspection services as Owner may require to ascertain that Contractor(s) are complying with any law, rule, regulation, ordinance, code or order applicable to their furnishing and performing the work.
- H. Owner shall determine, prior to receipt of construction bid, if FNI is to furnish Resident Project Representative service so the Bidders can be informed.
- I. If Owner designates a person to serve in the capacity of Resident Project Representative who is not FNI or FNI's agent or employee, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in an Attachment attached to and made a part of this Agreement before the Construction Phase of the Project begins. Said attachment shall also set forth appropriate modifications of the Construction Phase services as defined in Attachment SC, Article I, C, together with such adjustment of compensation as appropriate.
- J. Attend the pre-bid conference, bid opening, preconstruction conferences, construction progress and other job related meetings and substantial completion inspections and final payment inspections.
- K. Give prompt written notice to FNI whenever Owner observes or otherwise becomes aware of any development that affects the scope or timing of FNI's services, or any defect or nonconformance of the work of any Contractor.
- L. Furnish, or direct FNI to provide, Additional Services as stipulated in Attachment SC, Article II of this Agreement or other services as required.
- M. Bear all costs incident to compliance with the requirements of this Article IV.

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FNI ACH
 OWNER ABH

ARTICLE V

DESIGNATED REPRESENTATIVES: FNI and Owner designate the following representatives:

Owner's Designated Representative: David Esquivel, P.E.
Director of Public Works
City of Tomball
501 James Street
Tomball, Texas 77375
Phone: (281) 290-1415
Fax: (281) 351-4735
desquivel@tomballtx.gov

FNI's Designated Representative: Murali Erat, P.E.
11200 Broadway Street, Suite 2332
Pearland, Texas 77584
Phone: (832) 456-4709
Fax: (832) 456-4701
wch@freese.com

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

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FNI ACH
OWNER ACH

COMPENSATION

Compensation to FNI shall be the lump sum fee of \$494,725. If FNI sees the Scope of Services changing so that additional services are needed, including but not limited to those services described as Additional Services in Attachment SC, FNI will notify OWNER for OWNER'S approval before proceeding. Additional Services shall be computed based on the Schedule of Charges.

Schedule of Charges:

<u>Position</u>	<u>Min</u>	<u>Max</u>
Professional - 1	73	125
Professional - 2	94	153
Professional - 3	115	184
Professional - 4	151	212
Professional - 5	185	261
Professional - 6	157	361
Construction Manager - 1	93	103
Construction Manager - 2	111	158
Construction Manager - 3	147	179
Construction Manager - 4	118	238
CAD Technician/Designer - 1	62	107
CAD Technician/Designer - 2	91	134
CAD Technician/Designer - 3	120	177
Corporate Project Support - 1	43	106
Corporate Project Support - 2	70	185
Corporate Project Support - 3	86	328
Intern/ Coop	36	60

Rates for In-House Services**Technology Charge**

\$8.50 per hour

Travel

Standard IRS Rates

Bulk Printing and Reproduction

	<u>B&W</u>	<u>Color</u>
Small Format (per copy)	\$0.10	\$0.25
Large Format (per sq. ft.)		
Bond	\$0.25	\$0.75
Glossy / Mylar	\$0.75	\$1.25
Vinyl / Adhesive	\$1.50	\$2.00
Mounting (per sq. ft.)	\$2.00	
Binding (per binding)	\$0.25	

OTHER DIRECT EXPENSES:

Other direct expenses are reimbursed at actual cost times a multiplier of 1.15. They include outside printing and reproduction expense, communication expense, travel, transportation and subsistence away from the FNI office and other miscellaneous expenses directly related to the work, including costs of laboratory analysis, test, and other work required to be done by independent persons other than staff members. For Resident Representative services performed by non-FNI employees and CAD services performed In-house by non-FNI employees where FNI provides workspace and equipment to perform such services, these services will be billed at cost times a multiplier of 2.0. This markup approximates the cost to FNI if an FNI employee was performing the same or similar services.

These ranges and rates will be adjusted annually in February. Last updated February 2016.

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TERMS AND CONDITIONS OF AGREEMENT

1. **DEFINITIONS:** The term Owner as used herein refers to _____. The term FNI as used herein refers to Freese and Nichols, Inc., its employees and agents; also its subcontractors and their employees and agents. As used herein, Services refers to the professional services performed by Freese and Nichols pursuant to the Agreement.
2. **CHANGES:** Owner, without invalidating the Agreement, may order changes within the general scope of the WORK required by the Agreement by altering, adding to and/or deducting from the WORK to be performed. If any change under this clause causes an increase or decrease in FNI's cost of, or the time required for, the performance of any part of the Services under the Agreement, an equitable adjustment will be made by mutual agreement and the Agreement modified in writing accordingly.
3. **TERMINATION:** The obligation to provide services under this Agreement may be terminated by either party upon ten days' written notice. In the event of termination, FNI will be paid for all services rendered and reimbursable expenses incurred to the date of termination and, in addition, all reimbursable expenses directly attributable to termination.
4. **CONSEQUENTIAL DAMAGES:** In no event shall FNI or its subcontractors be liable in contract, tort, strict liability, warranty, or otherwise for any special, indirect, incidental or consequential damages, such as loss of product, loss of use of the equipment or system, loss of anticipated profits or revenue, non-operation or increased expense of operation or other equipment or systems.
5. **INFORMATION FURNISHED BY OWNER:** Owner will assist FNI by placing at FNI's disposal all available information pertinent to the Project including previous reports and any other data relative to design or construction of the Project. FNI shall have no liability for defects or negligence in the Services attributable to FNI's reliance upon or use of data, design criteria, drawings, specifications or other information furnished by Owner and Owner agrees to indemnify and hold FNI harmless from any and all claims and judgments, and all losses, costs and expenses arising therefrom. FNI shall disclose to Owner, prior to use thereof, defects or omissions in the data, design criteria, drawings, specifications or other information furnished by Owner to FNI that FNI may reasonably discover in its review and inspection thereof.
6. **INSURANCE:** FNI shall provide to Owner certificates of insurance which shall contain the following minimum coverage (All limits in thousands):

Commercial General Liability General Aggregate \$2,000	Workers' Compensation Each Accident \$500
Automobile Liability (Any Auto) CSL \$1,000	Professional Liability \$3,000 Annual Aggregate
7. **SUBCONTRACTS:** If, for any reason, at any time during the progress of providing Services, Owner determines that any subcontractor for FNI is incompetent or undesirable, Owner will notify FNI accordingly and FNI shall take immediate steps for cancellation of such subcontract. Subletting by subcontractors shall be subject to the same regulations. Nothing contained in the Agreement shall create any contractual relation between any subcontractor and Owner.
8. **OWNERSHIP OF DOCUMENTS:** All drawings, reports data and other project information developed in the execution of the Services provided under this Agreement shall be the property of the Owner upon payment of FNI's fees for services. FNI may retain copies for record purposes. Owner agrees such documents are not intended or represented to be suitable for reuse by Owner or others. Any reuse by Owner or by those who obtained said documents from Owner without written verification or adaptation by FNI will be at Owner's sole risk and without liability or legal exposure to FNI, or to FNI's independent associates or consultants, and Owner shall indemnify and hold harmless FNI and FNI's independent associates and consultants from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom. Any such verification or adaptation will entitle FNI to further reasonable compensation. FNI may reuse all drawings, report data and other project information in the execution of the Services provided under this Agreement in FNI's other activities. Any reuse by FNI will be at FNI's sole risk and without liability or legal exposure to Owner, and FNI shall indemnify and hold harmless Owner from all claims, damages, losses and expenses including attorneys' fees arising out of or resulting therefrom.

9. **POLLUTANTS AND HAZARDOUS WASTES:** It is understood and agreed that FNI has neither created nor contributed to the creation or existence of any hazardous, radioactive, toxic, irritant, pollutant, or otherwise dangerous substance or condition at the site, if any, and its compensation hereunder is in no way commensurate with the potential risk of injury or loss that may be caused by exposures to such substances or conditions. The parties agree that in performing the Services required by this Agreement, FNI does not take possession or control of the subject site, but acts as an invitee in performing the services, and is not therefore responsible for the existence of any pollutant present on or migrating from the site. Further, FNI shall have no responsibility for any pollutant during clean-up, transportation, storage or disposal activities.
10. **OPINION OF PROBABLE COSTS:** FNI will furnish an opinion of probable project development cost based on present day cost, but does not guarantee the accuracy of such estimates. Opinions of probable cost, financial evaluations, feasibility studies, economic analyses of alternate solutions and utilitarian considerations of operations and maintenance costs prepared by FNI hereunder will be made on the basis of FNI's experience and qualifications and represent FNI's judgment as an experienced and qualified design professional. It is recognized, however, that FNI does not have control over the cost of labor, material, equipment or services furnished by others or over market conditions or contractors' methods of determining their prices.
11. **CONSTRUCTION REPRESENTATION:** If required by the Agreement, FNI will furnish Construction Representation according to the defined scope for these services. FNI will observe the progress and the quality of work to determine in general if the work is proceeding in accordance with the Contract Documents. In performing these services, FNI will endeavor to protect Owner against defects and deficiencies in the work of Contractors; FNI will report any observed deficiencies to Owner, however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for the supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or the safety precautions and programs incident to the work of the Contractor. FNI shall not be responsible for the acts or omissions of any person (except his own employees or agent) at the Project site or otherwise performing any of the work of the Project. If Owner designates a person to serve in the capacity of Resident Project Representative who is not a FNI's employee or FNI's agent, the duties, responsibilities and limitations of authority of such Resident Project Representative(s) will be set forth in writing and made a part of this Agreement before the Construction Phase of the Project begins.
12. **PAYMENT:** Progress payments may be requested by FNI based on the amount of services completed. Payment for the services of FNI shall be due and payable upon submission of a statement for services to Owner and in acceptance of the services as satisfactory by the Owner. Statements for services shall not be submitted more frequently than monthly. Any applicable new taxes imposed upon services, expenses, and charges by any governmental body after the execution of this Agreement will be added to FNI's compensation.
- If Owner fails to make any payment due FNI for services and expenses within thirty (30) days after receipt of FNI's statement for services therefore, the amounts due FNI will be increased at the rate of one percent (1%) per month from said thirtieth (30th) day, and, in addition, FNI may, after giving seven (7) days' written notice to Owner, suspend services under this Agreement until FNI has been paid in full, all amounts due for services, expenses and charges.
13. **ARBITRATION:** No arbitration arising out of, or relating to, this Agreement involving one party to this Agreement may include the other party to this Agreement without their approval.
14. **SUCCESSORS AND ASSIGNMENTS:** Owner and FNI each are hereby bound and the partners, successors, executors, administrators and legal representatives of Owner and FNI are hereby bound to the other party to this Agreement and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements and obligations of this Agreement.
- Neither Owner nor FNI shall assign, sublet or transfer any rights under or interest in (including, but without limitation, moneys that may become due or moneys that are due) this Agreement without the written consent of the other, except to the extent that any assignment, subletting or transfer is mandated by law or the effect of this limitation may be restricted by law. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement. Nothing contained in this paragraph shall prevent FNI from employing such independent associates and consultants as FNI may deem appropriate to assist in the performance of services hereunder.
15. **PURCHASE ORDERS:** If a Purchase Order is used to authorize FNI's Services, only the terms, conditions/instructions typed on the face of the Purchase Order shall apply to this Agreement. Should there be any conflict between the Purchase Order and the terms of this Agreement, then this Agreement shall prevail and shall be determinative of the conflict.

Client: City of Tomball 501 James Street Tomball, Texas 77375	FNI Project No.: TMB16534	
	Client Contract Ref.: 2017-10002	
	Date: January 8, 2018	
Project Description: Critical Needs Improvements for North and South WWTPs		
Description of Services Added/Deleted: BASIC SERVICES: FNI will provide construction inspection services/partial resident project representation for the construction phase of the Critical Needs Improvements for the North and South WWTPs project per the attached scope of services, Attachment SC. Construction inspection services are based on Seventy-Eight (78) site visits based on an average of 12-hours per week by the Resident Representative during the 12-month duration of construction phase. Materials testing services allowance of \$7,000 is assumed. Materials Testing beyond this allowance would be an additional service. DELIVERABLES: As detailed in the attached scope of services, Attachment SC.		
Compensation shall be adjusted as follows: A lump sum fee of One Hundred and Twenty-Five Thousand Two Hundred Six Dollars (\$125,206).		
	Original Contract	\$494,725
	Amended Amount	\$125,206
	Revised Total Contract	\$619,931
Schedule shall be adjusted as follows: Services in accordance with schedules that will be based on the actual tasks requested.		

☒ This Contract Change Authorization will serve as contract modification.

DATE: _____

ATTACHMENT SC

SCOPE OF SERVICES AND RESPONSIBILITIES OF OWNER

ARTICLE I

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

This project generally includes the construction phase inspection services for Critical Needs Improvements to the North and South WWTPs.

1. Resident Project Representation

- a. The ENGINEER will have a part-time Resident Project Representative (RPR) on the Site. The RPR will conduct Seventy Eight (78) site visits based on an average of 12-hours per week during the 12-month duration of construction. The duties, responsibilities and the limitations of authority of the RPR, and designated assistants, are as follows:
- b. Resident Project Representative is ENGINEER's agent at the site, will act as directed by and under the supervision of ENGINEER, and will confer with ENGINEER regarding Resident Project Representative's actions. Resident Project Representative's dealings in matters pertaining to the on-site Work shall in general be with ENGINEER and CONTRACTOR, keeping Owner advised as necessary. Resident Project Representative's dealings with Subcontractors shall only be through or with full knowledge and approval of CONTRACTOR. Resident Project Representative shall generally communicate with Owner with the knowledge of and under the direction of ENGINEER.
- c. Duties and Responsibilities of Resident Project Representative:
- d. Schedules: Review the progress schedule, schedule of Shop Drawing submittals and schedules of values prepared by CONTRACTOR and consult with ENGINEER concerning acceptability.
- e. Conferences and Meetings: Attend meetings with CONTRACTOR, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
- f. Liaison:
- g. Serve as ENGINEER's liaison with CONTRACTOR, working principally through CONTRACTOR's superintendent and assist in understanding the intent of Contract Documents; and assist ENGINEER in serving as Owner's liaison with CONTRACTOR when CONTRACTOR's operations affect Owner's on-site operations.
- h. Assist in obtaining from Owner additional details or information, when requested.
- i. Review of Work, Rejection of Defective Work, Inspections and Tests:
- j. Conduct on-site observations of the Work in progress to determine if the Work is in general proceeding in accordance with the Contract Documents.
- k. Based on the information, knowledge and belief of RPR, report to ENGINEER whenever Resident Project Representative believes that any Work will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise ENGINEER of Work the Resident Project Representative

believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- l. Verify that tests, equipment and systems start-up and operating and maintenance training are conducted in the presence of appropriate personnel, and the CONTRACTOR maintains adequate records thereof; and observe record and report to ENGINEER appropriate details relative to the test procedures and start-ups.
- m. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections and report to ENGINEER.
- n. Interpretation of Contract Documents: Report to ENGINEER when clarifications and interpretations of the Contract Documents are needed and transmit to CONTRACTOR clarifications and interpretations as issued by ENGINEER.
- o. Request for Revisions: Consider and evaluate CONTRACTOR's suggestions for revisions to Drawings or Specifications and report with Resident Project Representative's recommendations to ENGINEER. Transmit to CONTRACTOR in writing decisions as issued by ENGINEER.
- p. Records:
- q. Maintain orderly files for correspondence, reports of job conferences, Shop Drawings and Samples, reproductions of original Contract Documents, including all Work Change Directives, Addenda, Change Orders, Field Orders, Written Amendments, additional Drawings issued subsequent to the execution of the Contract, ENGINEER's clarifications and interpretations of the Contract Documents, progress reports, submittals and correspondence received from and delivered to CONTRACTOR and other Project related documents.
- r. Reports:
- s. Furnish to ENGINEER periodic reports as required of progress of the work and of CONTRACTOR's compliance with the progress schedule and schedule of Shop Drawings and Sample submittals.
- t. Consult with ENGINEER in advance of scheduled major tests, inspections or start of important phases of the Work.
- u. Draft proposed Written Amendments, Change Orders and Work Change Directives, obtaining backup material from CONTRACTOR and recommend to ENGINEER Written Amendments, Change Orders, Work Change Directives, and Field Orders.
- v. When known, report immediately to ENGINEER and Owner the occurrence of any accident.
- w. Payment Requests: Review Applications for Payment with CONTRACTOR for compliance with the established procedure for their submission and forward with recommendations to Owner, noting particularly the relationship of the payment requested to the schedule of values, Work completed and materials and equipment at the Site but not incorporated in the Work.
- x. Certificates, Maintenance and Operation Manuals: During the course of the Work, verify that certificates, maintenance and operation manuals and other data required to be assembled and furnished by CONTRACTOR are applicable to the items actually installed and in accordance with the Contract Documents, and have this material delivered to ENGINEER for review and forwarding to Owner prior to final payment for the Work.
- y. Completion:
- z. Before ENGINEER issues a Certificate of Substantial Completion, submit to CONTRACTOR a list of observed items requiring completion or correction.

- aa. Observe whether CONTRACTOR has performed inspections required by laws or regulations, ordinances, codes or order applicable to the Work, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- bb. Conduct a final inspection in the company of ENGINEER, Owner and CONTRACTOR and prepare a final list of items to be completed or corrected.
- cc. Observe whether all items on final list have been completed or corrected and make recommendations to ENGINEER concerning acceptance.
- dd. Limitations of Authority of Project Representative:
- ee. Shall not authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items), unless authorized by ENGINEER.
- ff. Shall not exceed limitations of ENGINEER's authority as set forth in Agreement or the Contract Documents.
- gg. Shall not undertake any of the responsibilities of CONTRACTOR, Subcontractor, Suppliers, or CONTRACTOR's superintendent.
- hh. Shall not advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of construction unless such advice or directions are specifically required by the Contract Documents.
- ii. Shall not advise on, issue directions regarding or assume control over safety precautions and programs in connection with the Work or any activities or operations of Owner or CONTRACTOR.
- jj. Shall not accept shop drawing or sample submittals from anyone other than the CONTRACTOR.
- kk. Shall not participate in specialized field or laboratory tests or inspections conducted by others, except as specifically authorized by ENGINEER.

2. Materials Testing

- a. Provide for Construction Materials Testing during construction. An allowance of \$7,000 is assumed for this effort. Materials Testing beyond this allowance would be an additional service.

ARTICLE II

TIME OF COMPLETION: FNI agrees to complete the services in accordance with the schedule established in each Task Authorization.

- Construction Phase: 12 Months is anticipated for construction

IF FNI's services are delayed or suspended in whole or in part by Owner, or if FNI's services are extended by the Contractor's actions or inactions for more than 90 days through no fault of FNI, FNI shall be entitled to equitable adjustment of rates and amounts of compensation.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: January 15, 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

Background:

Origination:

Annual

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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