

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



MONDAY, DECEMBER 4, 2017

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, December 4, 2017 at 6:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 Call to Order

2.0 Invocation

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

3.0 Pledges to U.S. and Texas Flags

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

5.0 Reports and Announcements

- December 8-10, 2017 – **Tomball German Christmas Market**
- December 9, 2017 – **“Christmas on Commerce” – a 2nd Saturday at the Depot**

Event

- December 14, 2017 – Special City Council Meeting, Public Hearing – 5:30 p.m.
- December 16, 2017 – **"Shop with a Cop"** Event
- December 25-26, 2017 – **Christmas Holidays** – City offices closed
- January 1, 2017 – **New Year's Day Holiday** – City offices closed
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Glenn Windsor – Quarterly Investment Report for Period Ending September 30, 2017. The Public Funds Investment Act requires that a report of the City's Investments be presented to Council on a quarterly basis. The investment report includes a listing of all investments together with information relating to diversification, cost vs. market values at the end of the quarter, yield information, and weighted average maturities. On September 30, 2017, the City had total cash and cash equivalents in the amount of \$67,538,505

6.0 Approve the Minutes of the November 20, 2017 Regular Tomball City Council Meeting

7.0 Old Business:

- 7.1 Approve, on Second Reading, Resolution No. 2017-21-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and Dancing Falls Development LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a multibuilding office/warehouse park to be located at 27905 Commercial Park Road, Tomball, TX 77375. The estimated amount of expenditures for such Project \$50,925.00.

8.0 New Business:

- 8.1 Conduct First Public Hearing to Consider the Annexation of the Following Tract of Land: **TRACT ONE: FIELD NOTE DESCRIPTION** Being 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 Northwestern 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;

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 Northwestern 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).

- 8.2 Award Land-Related Services Contract for E&P Project 2017-10005, Medical Complex Segment 4B, to Threshold Land Services, Inc for an Amount Not to Exceed \$73,919.25
- 8.3 Consider Abandonment of a Public Right-of-way and Adopt, on First Reading, Ordinance 2017-41, 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 Florence Street Between Elm Street and the Burlington Northern Railroad, All Situated in the William Hurd Survey, Abstract Number 371, Harris County, Texas, and as Recorded in Volume 004, Page 25 of the Map Records of Harris County, Texas; Vacating, Abandoning, and Closing

Said Street Right-of-Way; Providing for Severability; and Containing Other Provisions Relating to the Subject

- 8.4 Approve Professional Services Agreement with Halff Associates, Inc. in the Amount of \$125,290.00 for the City of Tomball's Comprehensive Plan Update
- 8.5 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

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 30th day of November 2017 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: December 4, 2017

Topic:

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

Background:

Origination:

Recommendation:

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

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 4, 2017

Topic:

- December 8-10, 2017 – **Tomball German Christmas Market**
- December 9, 2017 – ***“Christmas on Commerce” – a 2nd Saturday at the Depot*** Event
- December 14, 2017 – Special City Council Meeting, Public Hearing – 5:30 p.m.
- December 16, 2017 – **"Shop with a Cop"** Event
- December 25-26, 2017 – **Christmas Holidays** – City offices closed
- January 1, 2017 – **New Year's Day Holiday** – City offices closed
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Glenn Windsor – Quarterly Investment Report for Period Ending September 30, 2017. The Public Funds Investment Act requires that a report of the City's Investments be presented to Council on a quarterly basis. The investment report includes a listing of all investments together with information relating to diversification, cost vs. market values at the end of the quarter, yield information, and weighted average maturities. On September 30, 2017, the City had total cash and cash equivalents in the amount of \$67,538,505

Background:

Origination:

Various

Recommendation:

N/A

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

City Secretary

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

ATTACHMENTS:

Quarterly Investment Report for Period Ending September 30, 2017

CITY OF TOMBALL PORTFOLIO DIVERSIFICATION September 30, 2017

By Type

	Current Market Value	Percent Portfolio
Securities	\$ 1,895,825	2.81%
Investment Pools	64,243,793	95.12%
Checking and Cash on hand	1,398,887	2.07%
Total Portfolio	\$ 67,538,505	

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

Diversification By Type

■ Securities
■ Investment Pools
■ Checking and Cash on hand

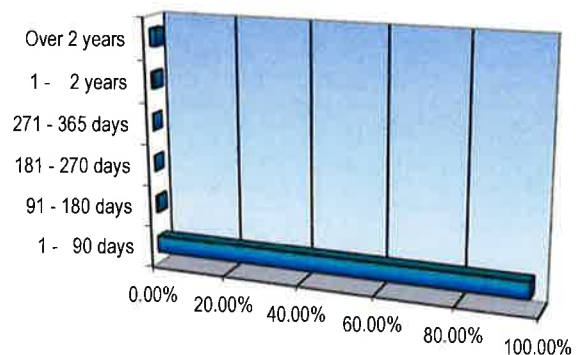


By Maturity

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 65,642,680	97.19%
91 - 180 days	381,558	0.56%
181 - 270 days	-	-
271 - 365 days	-	-
1 - 2 years	497,597	0.74%
Over 2 years	1,016,670	1.51%
Total Portfolio	\$ 67,538,505	

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

Diversification by Maturity



**CITY OF TOMBALL
INVESTMENT PORTFOLIO SUMMARY
ACTIVITY FOR QUARTER ENDING
September 30, 2017**

ALL CITY FUNDS (POOLED)

INVESTMENTS	COST	MARKET	RATIO	YTM at COST	BENCHMARK YTM**
Beginning of period	1,411,524	1,387,339	0.9829	1.130%	1.24%
Purchases	512,770	512,770			
Maturities	-	-			
Change in value	-	(4,284)			
Sales					
End of period	1,924,294	1,895,825	0.9852	1.248%	1.31%

Total Accrued Interest at end of period: \$ 7,163

**Benchmark security is the One-year U. S. Treasury Bill
Weighted average maturity of the portfolio at quarter end is **704** days.

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



Treasurer

Asst. Treasurer

**CITY OF TOMBALL
INVESTMENTS IN SECURITIES
PORTFOLIO AS OF SEPTEMBER 30, 2017**

SECURITY DESCRIPTION	CUSIP NUMBER	RATING	MATURITY DATE	INTEREST YIELD	MARKET VALUE	DAYS AFTER 09/30/17	INDIVIDUAL MARKET VALUE	WAM DAYS x PERCENT
1) Kansas St. Dev. Fin. Auth. Revenue- 2.608%	485429Y32	A+	04/15/2020	1.300%	506,830	928	26.734%	248.09
2) Federal Farm Credit Bank- 1.25%	3133EFV38	AA+	03/29/2019	1.250%	497,597	545	26.247%	143.05
3) Boerne, TX- 2.00%	097041LE5	AA	03/01/2018	0.840%	381,558	152	20.126%	30.59
4) Denton TX ISD- 2.50%	249002AS5	AAA	08/15/2020	1.600%	509,840	1050	26.893%	282.37

TOTALS

1.248%	1,895,825	669	100.000%	704.10
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CITY OF TOMBALL CASH AND CASH EQUIVALENTS FOR QUARTER ENDING September 30, 2017

FUNDS		CASH AND CASH EQUIVALENTS					INVESTMENTS			TOTAL CASH, CASH EQUIVALENTS	
MAJOR FUNDS	TEXAS CLASS	TEXPOOL	OPERATING ACCOUNT	CASH ON HAND	TOTAL CASH AND CASH EQUIVALENTS	INVESTMENT SECURITIES	TOTAL INVESTMENTS	TOTAL CASH, CASH EQUIVALENTS			
General	\$ 2,566,275	\$ 8,313,967	\$ 364,542	\$ 1,800	\$ 11,246,584	\$ 506,831	\$ 506,831	\$ 11,753,415			
Debt Service	\$ 961,600	\$ 2,636,186	\$ 95,681	\$ -	\$ 3,693,467	\$ 891,398	\$ 891,398	\$ 4,584,865			
Enterprise	\$ 2,734,706	\$ 2,703,322	\$ 673,922	\$ 600	\$ 6,112,550	\$ 497,596	\$ 497,596	\$ 6,610,146			
OTHER FUNDS											
Special Revenue	\$ 76,988	\$ 14,249	\$ 11,621	\$ -	\$ 102,858	\$ -	\$ -	\$ 102,858			
Housing Trust	\$ -	\$ -	\$ 3	\$ -	\$ 3	\$ -	\$ -	\$ 3			
Municipal Court Building Security	\$ 102,651	\$ 110,941	\$ 7,186	\$ -	\$ 220,778	\$ -	\$ -	\$ 220,778			
Municipal Court Technology	\$ 61,591	\$ 146,307	\$ 24,246	\$ -	\$ 232,144	\$ -	\$ -	\$ 232,144			
Hotel Occupancy Tax	\$ 102,651	\$ 297,112	\$ 54,657	\$ -	\$ 454,420	\$ -	\$ -	\$ 454,420			
Red Light Camera Program	\$ -	\$ 575,484	\$ 44,191	\$ -	\$ 619,675	\$ -	\$ -	\$ 619,675			
Disaster Preparedness	\$ -	\$ -	\$ (202,622)	\$ -	\$ (202,622)	\$ -	\$ -	\$ (202,622)			
Tomball "Fun Runs"	\$ -	\$ -	\$ 14,796	\$ -	\$ 14,796	\$ -	\$ -	\$ 14,796			
General Capital Projects	\$ 51,326	\$ 36,000,679	\$ 134,078	\$ -	\$ 36,186,083	\$ -	\$ -	\$ 36,186,083			
Business Park	\$ -	\$ 932,845	\$ -	\$ -	\$ 932,845	\$ -	\$ -	\$ 932,845			
Fleet Replacement	\$ 461,929	\$ 1,206,285	\$ 84,172	\$ -	\$ 1,752,386	\$ -	\$ -	\$ 1,752,386			
Water Capital Recovery	\$ 102,651	\$ 1,533,695	\$ 13,137	\$ -	\$ 1,649,483	\$ -	\$ -	\$ 1,649,483			
Sewer Capital Recovery	\$ 153,976	\$ 1,150,025	\$ 14,535	\$ -	\$ 1,318,536	\$ -	\$ -	\$ 1,318,536			
Health Insurance Trust	\$ -	\$ 1,221,096	\$ 62,342	\$ -	\$ 1,283,438	\$ -	\$ -	\$ 1,283,438			
Tomball Legacy Fund	\$ -	\$ 25,256	\$ -	\$ -	\$ 25,256	\$ -	\$ -	\$ 25,256			
TOTALS	\$ 7,376,344	\$ 56,867,449	\$ 1,396,487	\$ 2,400	\$ 65,642,680	\$ 1,895,825	\$ 1,895,825	\$ 67,538,505			

Regular City Council
Agenda Item
Data Sheet

Meeting Date: December 4, 2017

Topic:
Approve the Minutes of the November 20, 2017 Regular Tomball City Council Meeting

Background:

Origination:
City Secretary

Recommendation:
N/A

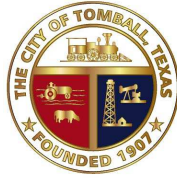
Party(ies) responsible for placing this item on agenda:
City Secretary

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

ATTACHMENTS:

Draft Minutes of the November 20, 2017 Regular Tomball City Council Meeting

MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**MONDAY, NOVEMBER 20, 2017
6:00 P.M.**

1.0 Call to Order

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

Councilman Ford
Councilman Stoll
Councilman Degges
Councilman Townsend
Councilman Klein Quinn

Others present:

City Manager – George Shackelford
Assistant City Manager – Rob Hauck
City Secretary – Doris Speer
Police Chief – Billy Tidwell
Fire Chief – Randy Parr
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Director of Public Works – David Esquivel
City Engineer – Beth Jones
City Planner – Amelia Lindley
TEDC-Executive Director – Kelly Violette
CSO Admin. Asst. – Sasha Robinson
Community Events Coordinator – Denise Fiore
Community Center Director – Rosalie Dillon
Police Officer-Investigations – James Harral

2.0 The invocation was led by Joe Grubb, Chaplain, American Legion Riders Chapter 127, Tomball

3.0 The pledges to the U. S. and Texas Flags were led by Randy Parr

4.0 The following public comment was received:

John Cook
7515 Langley Road, 77389

- Requested an amendment to the City's code of ordinances to allow free campaigning on public property/rights-of-way within the city limits.

5.0 The following presentations were made:

- Al Gerhardt, Treasurer of Tomball Lions Club, presented \$500 each to the Tomball Fire Department and Tomball Police Department for use in their annual Christmas programs.
- Mayor Fagan presented a Proclamation for **Citizen of the Year 2017 – “Families Feeding Families”**.

6.0 Reports and Announcements:

- November 23-24, 2017 – **Thanksgiving Holidays** – City offices closed
- December 8-10, 2017 – **Tomball German Christmas Market**
- December 9, 2017 – **“Christmas on Commerce”** – a **2nd Saturday at the Depot** Event
- December 11, 2017 – Special City Council Meeting, Public Hearing – 5:30 p.m.
- December 25-26, 2017 – **Christmas Holidays** – City offices closed
- January 1, 2017 – **New Year’s Day Holiday** – City offices closed
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Denise Fiore reported on the success of the **“Holiday Lamp Post Stroll”**
 - George Shackelford reported that the Government Finance Officers Association has again awarded the City of Tomball the **Certificate of Achievement for Excellence in Financial Reporting** for its Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended September 30, 2016 (27th Year).

7.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of the November 6, 2017 Special and Regular Tomball City Council Meetings.

Motion carried unanimously.

8.0 Old Business:

8.1 Motion was made by Councilman Stoll, second by Councilman Townsend, to adopt, on Second Reading, Ordinance No. 2017-39, 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 Which Are Visible from a Public Right-of-Way be Visually Screened by a Minimum Six-Foot Solid Masonry Wall on at Least Three Sides; 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>Nay</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried, 4 votes Aye, 1 vote Nay.

9.0 New Business:

- 9.1 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve, as a Project of the Tomball Economic Development Corporation, an agreement with Houston Poly Bag I, Ltd to make direct incentives to or expenditures for equipment expansion for the creation and retention of primary jobs for Houston Poly Bag I, Ltd. The estimated amount of expenditures for such project is an amount not to exceed \$95,000.

Motion carried unanimously.

- 9.2 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve, as a Project of the Tomball Economic Development Corporation, an Agreement with Birner Houston Corp., dba Renewal by Andersen of Houston, to Make Direct Incentives To, or Expenditures For, the Creation or Retention of Primary Jobs Associated with the Relocation and Development of Its Corporate Headquarters to be Located at 647 James Street, Tomball, TX 77375. The Estimated Amount of Expenditures for Such Project is \$50,000.

Motion carried unanimously.

- 9.3 Motion was made by Councilman Degges, second by Councilman Townsend, to approve, on First Reading, Resolution No. 2017-21-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and Dancing Falls Development LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a multibuilding office/warehouse park to be located at 27905 Commercial Park Road, Tomball, TX 77375. The estimated amount of expenditures for such Project \$50,925.00.

Motion carried unanimously.

- 9.4 Motion was made by Councilman Townsend, second by Councilman Degges, to award the contract for Project No. 2018-02, Quinn Road and Holderrieth Boulevard Sidewalks, to WadeCon, LLC in the amount of \$152,813.00.

Motion carried unanimously.

- 9.5 Motion was made by Councilman Ford, second by Councilman Stoll, to award the contract for Project No. 2018-04, Purchase of Chlorine & Sulfur Dioxide Gas, to DXI Industries.

Motion carried unanimously.

- 9.6 Motion was made by Councilman Townsend, second by Councilman Ford, to award the contract for Project No. 2018-05, Water Treatment Chemicals for Liquid Polyphosphate Blend and Zinc Orthophosphate, to Water Utility Services, Inc.

Motion carried unanimously.

- 9.7 Motion was made by Councilman Ford, second by Councilman Townsend, to award the contract for Project No. 2018-06, Materials for a Water and Sewer Extension, to ACT Pipe and Supply in the amount of \$88,186.65.

Motion carried unanimously.

- 9.8 Motion was made by Councilman Townsend, second by Councilman Degges, to approve and authorize the Mayor to Execute an Amendment to the Interlocal Agreement between the City of Tomball and Harris County Emergency Services District # 15.

Motion carried unanimously.

- 9.9 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve the CCN Transfer Agreement between Aqua Texas and the City of Tomball.

Motion carried unanimously.

- 9.10 Motion was made by Councilman Townsend, second by Councilman Stoll, to award the purchase of Three (3) Police Interceptors, from Caldwell Country, through the State Buyboard Cooperative Purchasing Contract, in the Amount of \$85,750, and the Related Upfitting by Cap Fleet Upfitters, in the Amount of \$55,918.

Motion carried unanimously.

- 9.12 Motion was made by Councilman Townsend, second by Councilman Degges, to approve Resolution No. 2017-20R, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Dates, Times, and Places for Two Public Hearings at which All Interested Parties shall have an Opportunity to be Heard; Providing for Publication of Notices of Such Public Hearings; and Directing Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed (Remaining Portion of Tract 1: 0.5968 Acres of Land out of a 9.4852-Acre Tract in the Chauncey Goodrich Survey, Abstract No. 311, Harris County, Texas) [Majed, Inc.].

Motion to AMEND was made by Councilman Townsend, second by Councilman Degges, to approve Resolution No. 2017-20R, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Dates, Times, and Places for Two Public Hearings at which All

Interested Parties shall have an Opportunity to be Heard; Providing for Publication of Notices of Such Public Hearings; and Directing Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed (Remaining Portion of Tract 1: 0.5968 Acres of Land out of a 9.4852-Acre Tract in the Chauncey Goodrich Survey, Abstract No. 311, Harris County, Texas) [Majed, Inc.], and setting December 14, 2017 at 5:30 p.m. as the date and time for the second public hearing.

Motion, as AMENDED, carried unanimously.

Councilmember Townsend requested an item on the January 2, 2018 Council meeting for discussion and possible action regarding Councilmembers serving on the TEDC Board.

Consensus was unanimous to include this item for discussion and possible action.

9.11 Executive Session: The City Council recessed at 6:50 p.m. to meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.074 - Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – City Manager

Upon reconvening in regular session at 7:45 p.m., no action was taken.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 4th day of December 2017.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 4, 2017

Topic:

Approve, on Second Reading, Resolution No. 2017-21-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and Dancing Falls Development LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a multibuilding office/warehouse park to be located at 27905 Commercial Park Road, Tomball, TX 77375. The estimated amount of expenditures for such Project \$50,925.00.

Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project" of the Corporation. At its regular meeting on November 14, 2017, the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with Dancing Falls Development LLC for infrastructure assistance for the promotion of new or expanded business development related to the construction of four 10,500 square foot office/warehouse buildings on a 5.167-acre tract of land located at 27905 Commercial Park Road, Tomball, TX 77375. The Tomball City Council has final approval authority over all projects and agreements of the TEDC.

Origination:

Wayne Harryman, Principal of Dancing Falls Development, LLC

Recommendation:

Approval of Resolution No. 2017-21-TEDC on first reading

Funding:

Yes

Account Number: Project Grants

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

Kelly Violette, Executive Director, Tomball Economic Development Corporation

ACTION TAKEN

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

ATTACHMENTS:

Resolution 2017-21-TEDC

Cover Memo

Request Letter

RESOLUTION NO. 2017-21-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION'S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND DANCING FALLS DEVELOPMENT LLC TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Tomball Economic Development Corporation (the "TEDC"), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the "Act"), desires to adopt projects and provide incentives for economic development within the City; and

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Fifty Thousand Nine Hundred and Twenty-Five Dollars (\$50,925), found by the Board to be required or suitable to promote a new business development by Dancing Falls Development LLC; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

WHEREAS, City Council finds and determines that such project promotes new or expanded business development and is in the best interests of the citizenry; now, therefore,

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Fifty Thousand Nine Hundred and Twenty-Five Dollars (\$50,925), to Dancing Falls Development LLC in accordance with an economic development agreement by and between the TEDC and Dancing Falls Development LLC, to promote and develop a new or expanded business enterprise, to be located at 27905 Commercial Park Road, Tomball, TX 77375.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be

adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other 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.

PASSED AND APPROVED on first reading this _____ day of _____, 2017.

PASSED, APPROVED, AND RESOLVED on second and final reading this _____ day of _____, 2017.

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: November 20, 2017

SUBJECT: Dancing Falls Development Performance Agreement

The Tomball Economic Development Corporation has received a request from Wayne Harryman, Principal of Dancing Falls Development, LLC, for assistance with infrastructure costs related to the development of a proposed multibuilding office/warehouse park.

Dancing Falls Development, LLC proposes to develop approximately 5.167 acres located at 27905 Commercial Park Road in Tomball. The development will consist of four 10,500 square foot office/warehouse buildings. The estimated capital investment of the project is \$6,150,250.00.

The eligible infrastructure improvements include water, sanitary, and storm sewer facilities and related site improvements totaling approximately \$509,246.00.

Targeted infrastructure that will promote the development and expansion of business enterprise is a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy.

If the agreement between the TEDC and Dancing Falls Development, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$50,925, based on actual expenditures for the approved Infrastructure Improvements.

To: Tomball Economic Development Corp.

RE: Dancing Falls Development, LLC

Dancing Falls Development, LLC is requesting Grant assistance to assist in the development of approximately 5.167 Acres located at 27905 Commercial Park Rd Tomball, TX 77375. The intent of Dancing Falls Development (DFD) is to build, develop and market a total of 42,000 SF of first-class multipurpose, multitenant office/warehouse space that will allow business owners to relocate to the Tomball area, increasing both the tax base and property values of Tomball. The project will consist of 4 individual office/warehouse buildings of 10,500 sf on a single property. The facility will be landscaped and have ample parking. Based on averages DWD estimates this facility should bring over 13 new companies and over 290 employees to the development.

Wayne Harryman is a native to the Houston/Tomball/Galveston area. Wayne grew up in Galveston Texas and graduated college from Sam Houston State University. Wayne and his wife Debbie Harryman were the founders and sole owners of TLC Office Systems a 20-million-dollar business technology company located in Northwest Houston. Wayne and Debbie recently negotiated a sale of their business allowing them to pursue other investment opportunities. Wayne and Debbie own several other businesses and intend to locate these businesses within the office park. Wayne lives in the Tomball area and would like to see it develop in both business and culture.

Principals: Wayne and Debbie Harryman phone (936) 444-3828

Type of Development: Multitenant/ Multipurpose office/Warehouse Facility

Location: 5.167 acer tract (Reserve B Block 2 of the Tomball industrial Park)

Property size: 5.167 acers

Building Development: 4 building, total of 42,000 sf

Property value: \$619,000

Improvement cost: 5.5 million

After Development \$5,531,250 improvements, \$619,000 land. Total \$6,150,250

New Jobs for Tomball: 290' employees at approx. \$25,000 per year average salary. Net increase of \$7.25 million (based on average of 151 feet per employee according to CoreNet Global)

AGREEMENT

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

This Agreement (the “Agreement”) is made and entered into by and between the Tomball Economic Development Corporation, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Dancing Falls Development, LLC** (the “Company”), 8711 Fallbrook Drive, Houston, TX, 77064.

WITNESSETH:

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

WHEREAS, the Company proposes to develop a 5.167-acre tract of land within the City, located at 27905 Commercial Park Road, Tomball, TX 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, such development shall include the construction of four (4) 10,500 square-foot office/warehouse buildings; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Fifty Thousand Nine Hundred and Twenty-Five Dollars (\$50,925), or an amount equal to actual construction costs if less than the sum stated above, to assist in the construction of infrastructure

improvements (the “Infrastructure Improvements”), identified and described in Exhibit “B,” attached hereto and made a part hereof; and

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

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

1.

The Company covenants and agrees that it will construct and maintain on the Property four (4) 10,500 square-foot office/warehouse buildings (the “Improvements”) identified and described on Exhibit “C,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Infrastructure Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

Construction of the Improvements of the Property, including construction of the Infrastructure Improvements, must commence within 180 days from the date of this Agreement (the “Start Date”), and the Company shall notify the TEDC of such Start Date. The construction of the Improvements to the Property, including construction of the Infrastructure Improvements shall be completed, and all necessary occupancy permits from the City shall be obtained, within twenty-four (24) months of the Start Date. Extensions of these deadlines due to extenuating

circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

The Company further represents and agrees that the Improvements described in Paragraph 1 hereof will be occupied and maintained for a term of at least five (5) years.

4.

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

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Fifty Thousand Nine Hundred and Twenty-Five Dollars (\$50,925), or an amount equal to actual construction costs if less than the sum stated above. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) a copy of a letter from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (d) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (e) an affidavit stating that all contractors and subcontractors providing work

and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (f) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors. Upon completion of construction and occupancy of each office/warehouse building, the Company may, upon providing the certifications and information required above, request reimbursement of one-fourth (1/4) of the amount that TEDC has agreed to reimburse to Company. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of such request, including the certifications and information required.

6.

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

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of

such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.

7.

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

8.

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

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

If to Company: Dancing Falls Development, LLC
8711 Fallbrook Drive
Houston, TX, 77064
Attn: Wayne Harryman, Principal

9.

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

10.

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

11.

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

12.

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

13.

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

deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

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

DANCING FALLS DEVELOPMENT, LLC

By: _____
Name: Wayne Harryman
Title: Principal

ATTEST:

By: _____
Name: _____
Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: Gretchen Fagan
Title: President, Board of Directors

ATTEST:

By: _____
Name: Lori Klein Quinn
Title: Vice President, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2018, by _____, the Principal of Dancing Falls Development, LLC
for and on behalf of said company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2017, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic
Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit A
Legal Description of Property

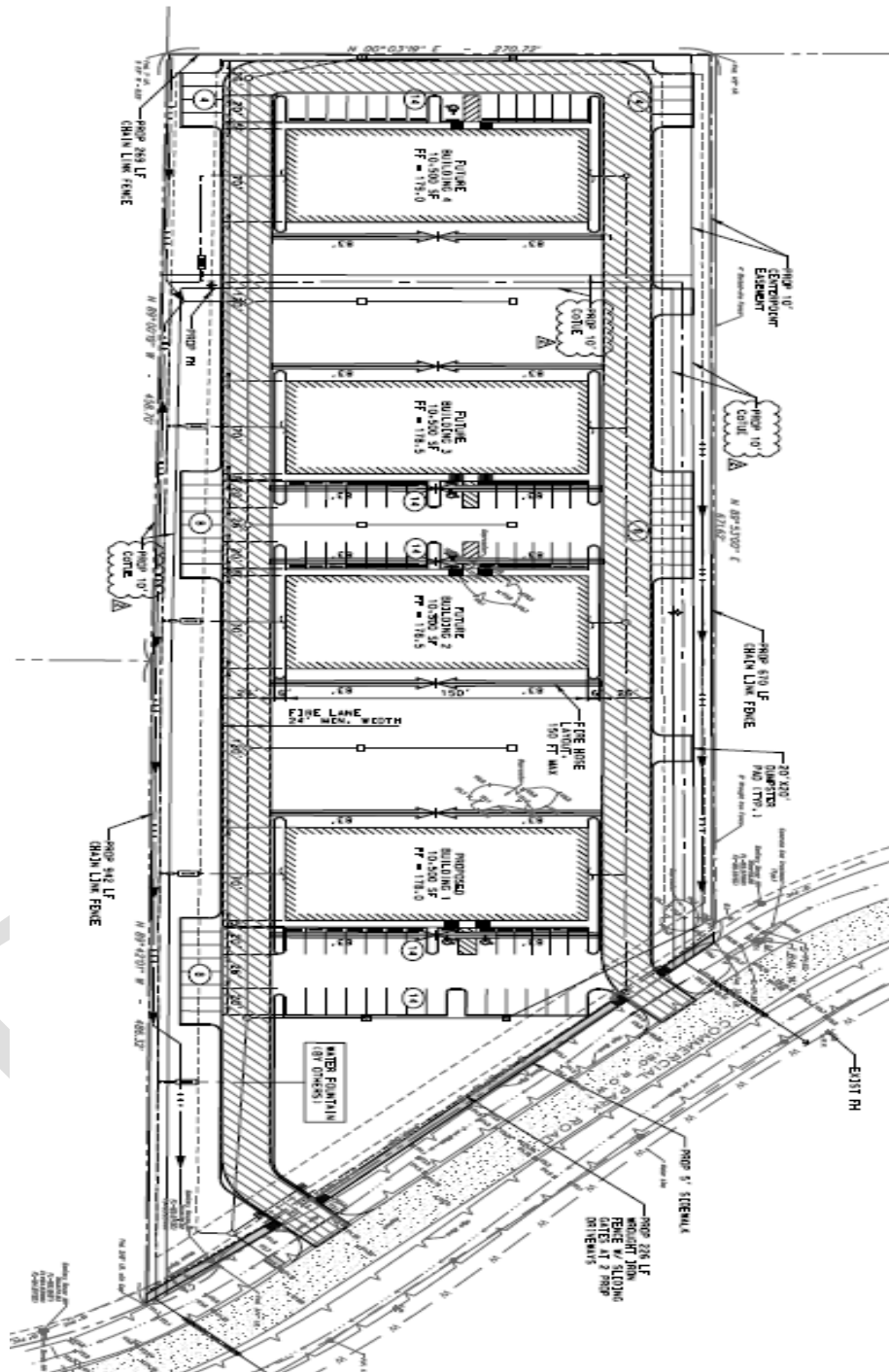
**RESERVE B OF SOULANT PLACE TOMBALL INDUSTRIAL PARK SUBDIVISION
REPLAT, A SUBDIVISION IN HARRIS COUNTY, TEXAS, RECORDED UNDER FILM
CODE NO. 560289 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS**

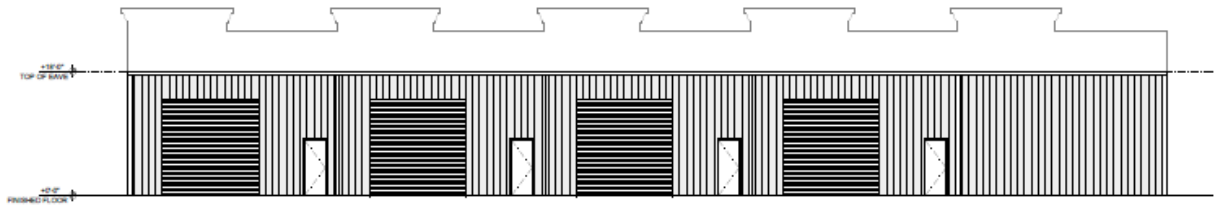
DRAFT

Exhibit B
Description of Infrastructure Improvements

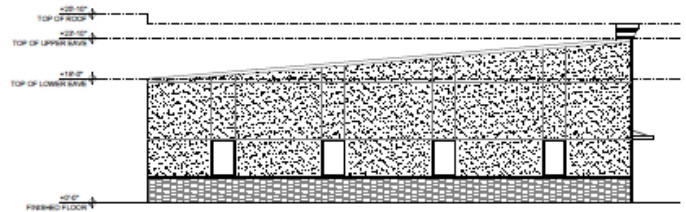
Sanitary	\$ 45,352
Storm Sewer	\$ 106,532
Water	\$ 130,440
Site Preparation	\$ 218,000
SWPPP	\$ 8,922
Total	\$ 509,246

Exhibit C Description of Improvements

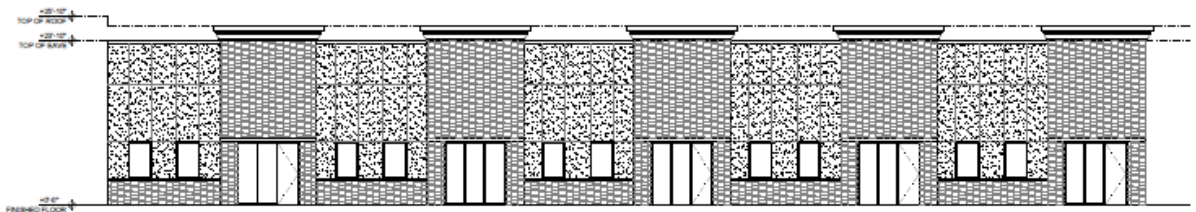




03 BUILDING 1 BACK ELEVATION
SCALE: 1/8"=1'-0"



02 BUILDING 1 SIDE ELEVATION
SCALE: 1/8"=1'-0"



01 BUILDING 1 FRONT ELEVATION
SCALE: 1/8"=1'-0"

EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF DANCING FALLS DEVELOPMENT, LLC IN TOMBALL, TX

November 8, 2017

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



Prepared using Total Impact



- IMPACT SUMMARY FOR THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION

JOBS



73.4

45.0 Direct

AVERAGE SALARY



\$23,000

\$27,000 Direct

CAPITAL INVESTMENT



\$6.2m

Buildings & Equipment

RESIDENTIAL DEV.

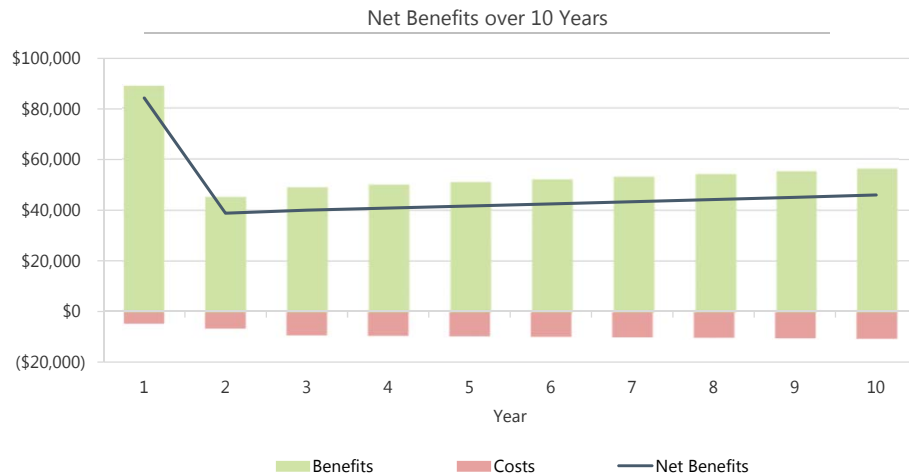


0.0 Homes

0.0 Workers Relocating

Net Benefits Over 10 Years

	Amount
Sales Taxes	\$53,587
Property Taxes - Project	\$364,463
Property Taxes - New Residential	\$0
Utility Revenue	\$43,709
Utility Franchise Fees	\$53,536
Building Permits and Fees	\$17,584
Hotel Occupancy Taxes	\$1,525
Miscellaneous Taxes & User Fees	\$21,430
Subtotal Benefits	\$555,833
Cost of Providing Municipal Services	(\$43,296)
Cost of Providing Utility Services	(\$45,895)
Subtotal Costs	(\$89,191)
Net Benefits	\$466,642
<i>Present Value (5% discount rate)</i>	<i>\$365,964</i>

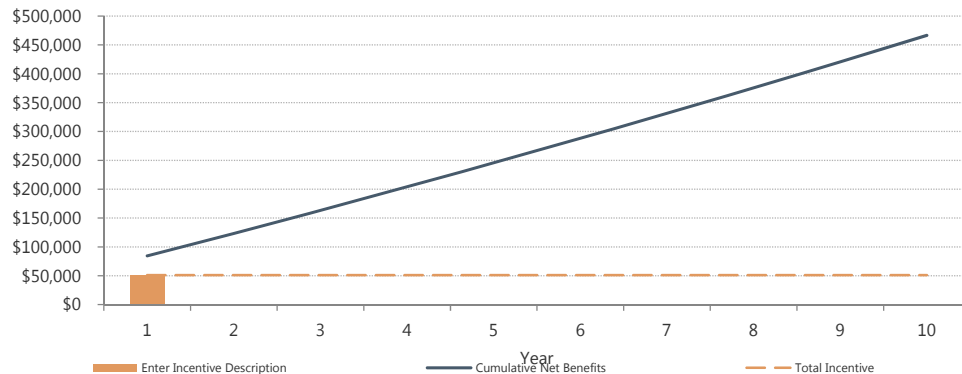


Incentive Analysis over 10 Years

\$50,925
Total Non-Tax Incentive

96%
Rate of Return

0.91633141
Payback Period (years)



PURPOSE & LIMITATIONS

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

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

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

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



CONTENTS

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Fiscal Impact

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Public Support

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Methodology

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About Impact DataSource..... 13

Introduction

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

Description of the Project

Dancing Falls Development, LLC proposes to develop approximately 5.167 acres located at 27905 Commercial Park Rd Tomball, TX 77375. The development will consist of four 10,500 square foot office/warehouse buildings. The estimated capital investment of the project is \$6,150,250.00.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the community. The 45.0 workers directly employed by the Project will earn approximately \$27,000 per year on average over the next 10 years. This direct activity will support 28.4 indirect and induced workers in the community earning \$15,000 on average over the next 10 years. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately \$14.8 million over the next 10 years.

On average, the Project will generate \$11.3 million in direct economic output over the next 10 years. Spin-off businesses in the community will produce \$3.9 million in economic output per year as a result of the Project. In total, the Project will support \$15.2 million in economic output per year on average. Economic output is the value of goods and services produced in the economy and can be thought of as revenues for businesses. The economic output calculations in this report were estimated using the RIMS II economic impact model and the Project's employment estimates.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the community, the Project is estimated to support approximately \$2.7 million in taxable sales over the next 10 years.

Table 1. Economic Impact Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of permanent direct, indirect, and induced jobs to be created	45.0	28.4	73.4
Salaries to be paid to direct, indirect, and induced workers	\$10,933,436	\$3,890,116	\$14,823,552
Economic output generated by direct, indirect, and induced activity	\$113,109,539	\$39,249,010	\$152,358,550
Taxable sales and purchases expected in the City	\$2,547,069	\$132,264	\$2,679,333

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

Table 2. Population Impacts Over the Next 10 Years

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

The Project is estimated to support an average of approximately \$6.7 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 3. Value of Taxable Property Supported by the Project Over the Next 10 Years

Year	New Residential Property	The Project's Property				Subtotal Nonresidential Property	Total Residential & Nonresidential Property
		Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Inventories		
1	\$0	\$619,000	\$5,531,250	\$0	\$0	\$6,150,250	\$6,150,250
2	\$0	\$631,380	\$5,641,875	\$0	\$0	\$6,273,255	\$6,273,255
3	\$0	\$644,008	\$5,754,713	\$0	\$0	\$6,398,720	\$6,398,720
4	\$0	\$656,888	\$5,869,807	\$0	\$0	\$6,526,695	\$6,526,695
5	\$0	\$670,026	\$5,987,203	\$0	\$0	\$6,657,228	\$6,657,228
6	\$0	\$683,426	\$6,106,947	\$0	\$0	\$6,790,373	\$6,790,373
7	\$0	\$697,095	\$6,229,086	\$0	\$0	\$6,926,180	\$6,926,180
8	\$0	\$711,036	\$6,353,668	\$0	\$0	\$7,064,704	\$7,064,704
9	\$0	\$725,257	\$6,480,741	\$0	\$0	\$7,205,998	\$7,205,998
10	\$0	\$739,762	\$6,610,356	\$0	\$0	\$7,350,118	\$7,350,118

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

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

Temporary Construction Impact

The Project will include an initial period of construction where \$5.5 million will be spent to construct new buildings and other real property improvements. It is assumed that 50.0% of the construction expenditure will be spent on materials and 50.0% on labor. The temporary construction activity will support temporary economic impacts in the community in the form of temporary construction employment and sales for local construction firms.

Table 4. Spending and Estimated Direct Employment Impact of Project-Related Construction Activity

	Amount
Total construction expenditure	\$5,531,250
Materials	\$2,765,625
Labor	\$2,765,625
Temporary Construction Workers Supported (Average Earnings = \$51,300)	53.9

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

Table 5. Temporary Economic Impact of Project-Related Construction Activity

	Direct	Indirect & Induced	Total
Number of temporary direct, indirect, and induced job years to be supported*	53.9	37.4	91.3
Salaries to be paid to direct, indirect, and induced workers	\$2,765,625	\$1,401,066	\$4,166,691
Revenues or sales for businesses related to construction	\$5,531,250	\$4,766,831	\$10,298,081

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

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

Table 6. Construction-Related Taxable Spending

	Estimate
Expenditure for Materials	\$2,765,625
Percent of Materials subject to local tax	50.0%
<u>Subtotal Taxable Materials</u>	<u>\$1,382,813</u>
Expenditure for Labor / Paid to construction workers	\$2,765,625
Percent of gross earnings spent on taxable goods and services	24.0%
Percent of taxable spending done locally	10.0%
<u>Subtotal Taxable Construction Worker Spending</u>	<u>\$66,375</u>
Expenditure for Furniture, Fixtures, & Equipment (FF&E)	\$0
Percent of FF&E subject to local tax	10.0%
<u>Subtotal Taxable FF&E Purchases</u>	<u>\$0</u>
<u>Total Construction-Related Taxable Spending</u>	<u>\$1,449,188</u>

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

Fiscal Impact Overview

The Project will generate additional benefits and costs for the City. Overall, the City will receive approximately \$466,600 in net benefits over the 10-year period. The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

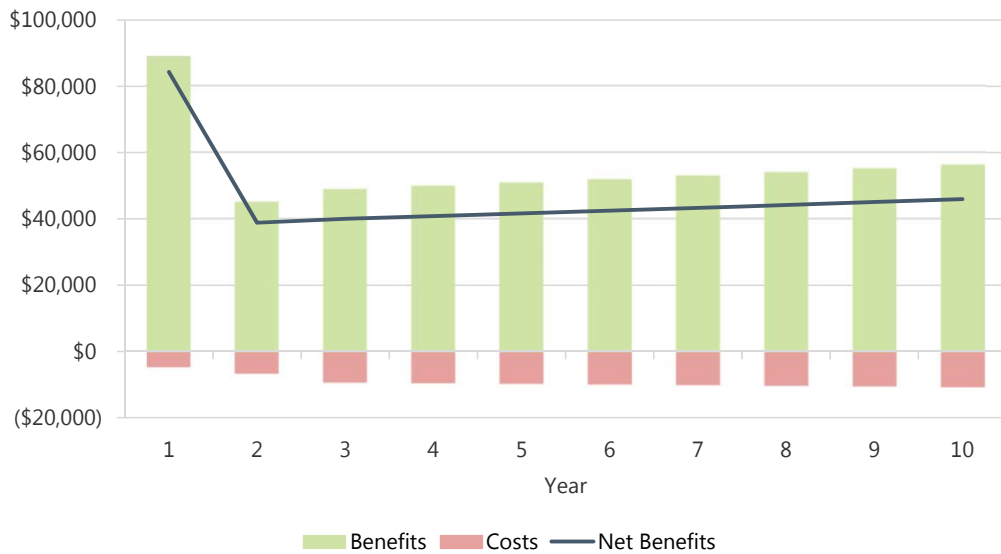
Table 7. City of Tomball: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Sales Taxes	\$53,587
Property Taxes - Project	\$364,463
Property Taxes - New Residential	\$0
Utility Revenue	\$43,709
Utility Franchise Fees	\$53,536
Building Permits and Fees	\$17,584
Hotel Occupancy Taxes	\$1,525
Miscellaneous Taxes & User Fees	\$21,430
<u>Subtotal Benefits</u>	<u>\$555,833</u>
Cost of Providing Municipal Services	(\$43,296)
Cost of Providing Utility Services	(\$45,895)
<u>Subtotal Costs</u>	<u>(\$89,191)</u>
Net Benefits	\$466,642
<i>Present Value (5% discount rate)</i>	<i>\$365,964</i>

Table 8. Year-by-Year Benefits, Costs, and Net Benefits for the City of Tomball

Year	Benefits	Costs	Net Benefits	Cumulative Net Benefits
1	\$88,905	(\$4,558)	\$84,347	\$84,347
2	\$45,314	(\$6,483)	\$38,831	\$123,178
3	\$49,116	(\$9,105)	\$40,010	\$163,188
4	\$50,100	(\$9,287)	\$40,812	\$204,001
5	\$51,104	(\$9,473)	\$41,630	\$245,631
6	\$52,128	(\$9,663)	\$42,465	\$288,096
7	\$53,172	(\$9,856)	\$43,316	\$331,412
8	\$54,238	(\$10,053)	\$44,185	\$375,597
9	\$55,325	(\$10,254)	\$45,071	\$420,668
10	\$56,433	(\$10,459)	\$45,974	\$466,642
Total	\$555,833	(\$89,191)	\$466,642	

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



Impact from Project and Workers

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

Table 9: Net Benefits to the City from the Project and Workers

	The Project	Workers	Total
Sales Taxes	\$43,507	\$10,080	\$53,587
Real Property Taxes	\$364,463	\$0	\$364,463
FF&E Property Taxes	\$0	\$0	\$0
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$0	\$0
Utility Revenue	\$43,709	\$0	\$43,709
Utility Franchise Fees	\$53,536	\$0	\$53,536
Building Permits and Fees	\$17,584	\$0	\$17,584
Hotel Occupancy Taxes	\$1,525	\$0	\$1,525
Miscellaneous Taxes & User Fees	\$21,430	\$0	\$21,430
Subtotal Benefits	\$545,753	\$10,080	\$555,833
Cost of Providing Municipal Services	(\$43,296)	\$0	(\$43,296)
Cost of Providing Utility Services	(\$45,895)	\$0	(\$45,895)
Subtotal Costs	(\$89,191)	\$0	(\$89,191)
Net Benefits	\$456,562	\$10,080	\$466,642
<i>Percent of Total Net Benefits</i>	<i>97.8%</i>	<i>2.2%</i>	

Non-Tax Incentives

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

Table 14. Incentives Under Consideration

Year	Enter Incentive Description
1	\$50,925
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$50,925

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

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

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

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

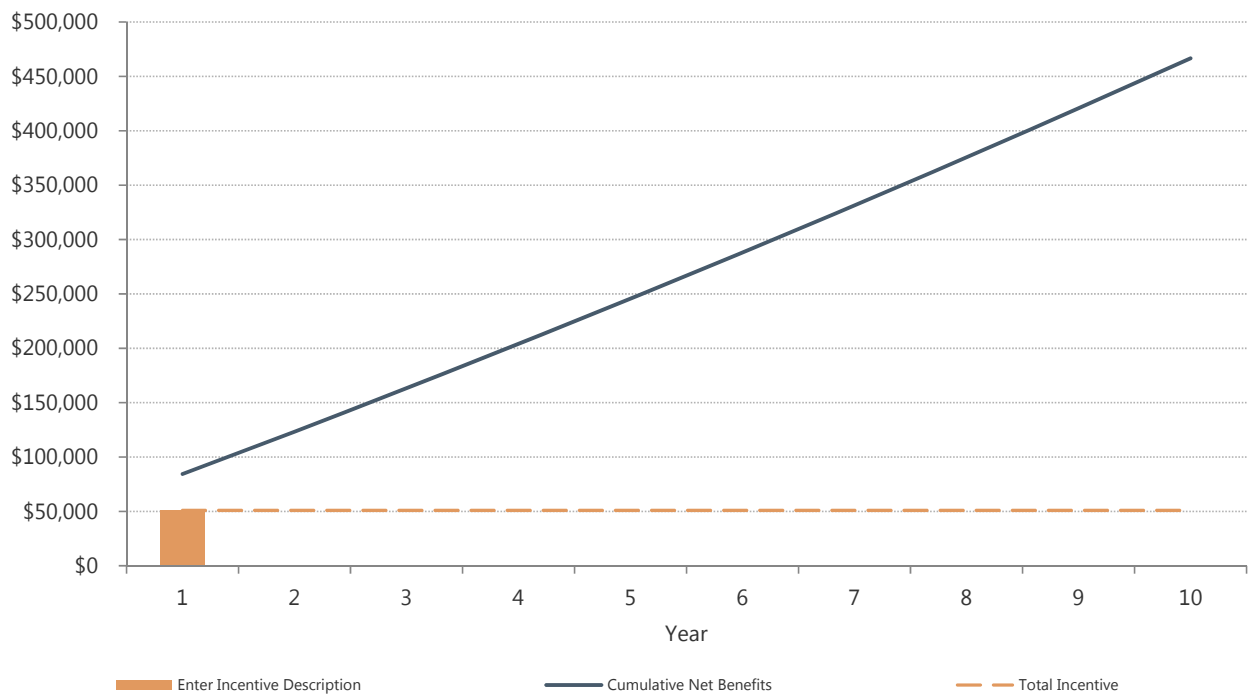
Table 15. Analysis of Incentives

Total Non-Tax Incentive	\$50,925
Rate of Return - 5 Years	96.5%
Rate of Return - 10 Years	91.6%
Payback period (years)	0.6

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

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

Figure 2. Incentives Under Consideration



Overview of Methodology

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

About Impact DataSource

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 4, 2017

Topic:

Conduct First Public Hearing to Consider the Annexation of the Following Tract of Land: **TRACT ONE:**
FIELD NOTE DESCRIPTION Being 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;

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).

Background:

This public hearing is the first of two public hearings required by the Local Government Code, Section 43.063. Hearings must be conducted on or after the 40th day but before the 20th day before the date of the first reading of the ordinance (21-39 day timeframe) and must be a minimum of 10 days apart.

The hearing dates were set for the regular Council meeting on December 4, 2017 (35 days) at 6:00 p.m. and a special Council Meeting on Thursday, December 14, 2017 (25 days) at 5:30 p.m., in order to meet the new 10-day separation of public hearings requirement.

The first reading of the ordinance to annex will be held at a special Council meeting on Monday, January 8, 2018, at 5:30 p.m., and the second reading will be held at a regular Council meeting on Monday, January 15, 2018, at 6:00 p.m., completing the annexation within the state-required timeline.

Origination:

City Secretary

Recommendation:

Conduct First Public Hearing

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

City Secretary

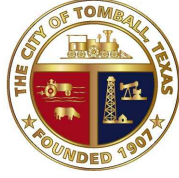
ACTION TAKEN		
Approval ☐ Yes ☐ No	Readings Passed ☐ 1 st ☐ 2 nd	Other

ATTACHMENTS:

Notice of Public Hearing - 12/4/2017

Notice of Public Hearing - 12/14/2017

CORRECTION
NOTICE OF PUBLIC HEARINGS
CITY OF TOMBALL, TEXAS



MONDAY, DECEMBER 4, 2017

6:00 P.M.

and

~~MONDAY, DECEMBER 11, 2017~~

~~5:30 P.M.~~

Notice is hereby given that **PUBLIC HEARINGS** will be held by the Tomball City Council, as the Governing Body of the City of Tomball, at a Regular Council Meeting on Monday, December 4, 2017 at 6:00 p.m., ~~and at a Special Council Meeting on Monday, December 11, 2017 at 5:30 p.m.~~, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following Annexation:

TRACT ONE: FIELD NOTE DESCRIPTION Being 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 Northwestern 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;

Notice of Public Hearings - City of Tomball City Council

December 4, 2017 and ~~December 11, 2017~~

Page 2 of 2

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 Northwestern 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;

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

Persons interested in the above-proposed Annexation will be given an opportunity to be heard. Legal descriptions and maps of said property are available for inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas.

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

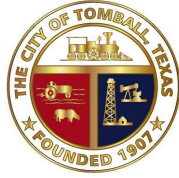
I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 7th day of November 2017 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled 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.

**NOTICE OF PUBLIC HEARING
(RESCHEDULED)
CITY OF TOMBALL, TEXAS**



**THURSDAY, DECEMBER 14, 2017
5:30 P.M.**

Notice is hereby given that **PUBLIC HEARING** will be held by the Tomball City Council, as the Governing Body of the City of Tomball, at a **SPECIAL Council Meeting on THURSDAY, December 14, 2017 at 5:30 p.m., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following Annexation:**

TRACT ONE: FIELD NOTE DESCRIPTION Being 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:

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Notice of Public Hearing - City of Tomball City Council

December 14, 2017

Page 2 of 2

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;

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

Persons interested in the above-proposed Annexation will be given an opportunity to be heard. Legal descriptions and maps of said property are available for inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas.

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 21st day of November 2017 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer
Doris Speer
City Secretary, TRMC, MMC

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 4, 2017

Topic:

Award Land-Related Services Contract for E&P Project 2017-10005, Medical Complex Segment 4B, to Threshold Land Services, Inc for an Amount Not to Exceed \$73,919.25

Background:

The City entered into a contract with Gunda Corporation, LLC in February of 2017 for the design and construction of segment 4B of Medical Complex to include the intersection of South Persimmon and Agg Road east to Hufsmith-Kohrville and South Persimmon from South Persimmon and Add Road south to the Tomball Business and Technology Park at the M118 Drainage Channel, as well as the addition of utilities between South Persimmon east to Hufsmith-Kohrville and the construction of the M118 drainage channel south of the Medical Complex Drive location.

The Contract with Threshold Land Services, Inc. will provide needed services for the land acquisition of right-of-way easements including title searches, negotiations and other land-related services as requested by City Staff. The total proposed contract price for all related services is \$73,919.25.

Origination:

Public Works Department

Recommendation:

Public Works staff recommends authorizing the Contract for Land Related Services to Threshold Land Services, Inc for an amount not to exceed \$73,919.25.

Funding:

Yes

Account Number:400-154-6409

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

Meagan Mageo, Project Coordinator

ACTION TAKEN

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

ATTACHMENTS:

Threshold Contract

CONTRACT FOR LAND RELATED SERVICES

This Agreement is entered into by **THE CITY OF TOMBALL** (referred to as the "City"), with an office at 501 James Street, Tomball, TX and, **THRESHOLD LAND SERVICES, INC.** (the "Contractor"), a Texas Corporation with an office at 234 Southwest Parkway East, College Station, TX 77840, (together, the "Parties"). City hereby engages the services of Contractor as an independent contract oil and gas, right of way and fee land acquisition company, upon the following terms and conditions:

ARTICLE I SERVICES TO BE PERFORMED

Contractor shall perform the services of an independent contract land service company, with its landmen and land agents, which includes, but is not limited to, conducting title research, title curative, due diligence, curative matters, negotiating the purchase of fee simple land and right of way easements, and all other land-related services as directed by City (the "Services"). The project for which Services are to be provided is more specifically described on Exhibit "A" attached hereto and made a part hereof (the "Project").

ARTICLE II TERM OF AGREEMENT

This Agreement shall remain in full force and effect from the date of execution until terminated as hereinafter provided.

ARTICLE III TERMS OF PAYMENT

Generally, if the term of this Agreement is less than thirty (30) days in duration, then Contractor shall be entitled to payment upon completion of the Project and submission of appropriate invoices. If the term of this Agreement exceeds thirty (30) days, then Contractor shall receive progress payments, throughout the term of the Agreement, based upon periodic invoices to be submitted by Contractor to City, evidencing that portion of the Project then completed. Additional terms of payment, including the hourly rate and/or day rate and reimbursable expenses are set forth on Exhibit "A".

Contractor may submit periodic invoices monthly. All invoices submitted by Contractor, whether periodic or lump sum, shall be divided into a separate invoice for each project on which Contractor performed Services during such invoice period and include the project name, a brief description of the Services performed, an itemization of all reasonable expenses incurred for said period and copies of appropriate receipts. The invoice period shall be monthly. Reasonable expenses permitted under this Agreement are more specifically described on Exhibit "A". It is agreed that all invoice terms shall be "**DUE UPON RECEIPT**".

The total *estimated* cost of all professional services provided under this Contract is outlined in Exhibit "B".

ARTICLE IV EQUIPMENT, MATERIALS, SUPPLIES & PERSONNEL

Contractor shall supply, at Contractor's sole expense, all equipment, tools, materials, and/or supplies necessary to accomplish the Services related to the Project. It is agreed and understood that the City shall not, under any circumstance, directly hire any of the landmen and/or land agents furnished by the Contractor for a period of one year after this contract expires.

ARTICLE V TERMINATION WITHOUT CAUSE

Without cause, either party may terminate this Agreement after giving ten (10) days prior written notice to the other of intent to terminate without cause. Such termination shall not extinguish or terminate the respective rights, liabilities, or obligations of the parties incurred prior to termination.

**ARTICLE VI
NON-WAIVER**

The failure of either party to exercise any of its rights under this Agreement for a breach thereof shall not be deemed a waiver of such rights or waiver of any subsequent breach.

**ARTICLE VII
WRITTEN COMMUNICATION**

Any notice, request, statement, invoice or other communication provided for in this Agreement shall be in writing and shall be considered as duly received when mailed to the following addresses of the Parties:

City: **CITY OF TOMBALL**
501 James Street
Tomball, TX 77375
Attn: David Esquivel

Contractor: **THRESHOLD LAND SERVICES, INC.**
234 Southwest Parkway East
College Station, Texas 77840
Attn: Kimbrough Jeter, President

Either party may, by written notice to the other, change the address to which notices, requests, statements or other communications shall be made.

**ARTICLE VIII
NO AUTHORITY TO BIND CITY**

Other than in connection with the Services to be rendered pursuant to this Agreement, Contractor has no authority to enter into any contracts or agreements on behalf of City. This Agreement does not create a partnership, joint venture, or joint undertaking of any kind between the Parties.

**ARTICLE IX
DECLARATION OF INDEPENDENT CONTRACTOR STATUS**

The Contractor declares that he is engaged in his own independently established business, and as such, he has complied with all federal, state, and local laws regarding business permits, certificates, and licenses that may be required to carry out the Services. City has no authority or right to direct or control Contractor's actions, and Contractor assumes full responsibility and discretion for the methods, techniques, and procedures used to perform the Services. City contracts only for the results of the Services rendered hereunder.

**ARTICLE X
CHOICE OF LAW**

THIS AGREEMENT AND THE RIGHTS AND DUTIES OF THE PARTIES ARISING OUT OF THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS, EXCEPT PROVISIONS OF THAT LAW REFERRING GOVERNANCE OR CONSTRUCTION TO THE LAW OF ANOTHER JURISDICTION. Any claim or controversy between Contractor and City arising out of or in connection with this Agreement and the Services performed hereunder shall be settled by mutual agreement. If agreement cannot be reached, any dispute arising out of the terms of this Agreement shall be resolved in accordance with the applicable Commercial Dispute resolution procedures promulgated by the American Arbitration Association. The courts in Bryan, Brazos County, Texas, shall have personal jurisdiction over City and Contractor to hear any litigation arising out of this Agreement and venue shall be proper with such courts to hear such disputes. In the event either City or Contractor is not able to effect service of process upon the other in any litigation brought in such courts with respect to such disputes, it is agreed that the Secretary of State for the State of Texas shall be an agent of City and Contractor to receive service of process.

**ARTICLE XI
GENERAL**

The descriptive headings for the paragraphs or sections contained in this Agreement were constructed and arranged for convenience only and shall not be considered to affect the meaning or interpretation of the provisions herein.

**ARTICLE XII
ENTIRE AGREEMENT**

This is the entire Agreement of the Parties with respect to matters covered thereby and shall be binding on the Parties and their respective heirs, successors and assigns. This Agreement shall supersede any and all prior agreements and understandings, whether verbal or written, between the City and Contractor respecting the subject matter hereof. Representations or statements made by any representative of the City or the Contractor, which are not stated herein, shall not be binding on either party.

**ARTICLE XIII
SEVERABILITY**

If any part of this Agreement shall be held to be invalid or unenforceable, the rest of the Agreement will nevertheless remain in full force and effect.

**ARTICLE XIV
AMENDMENTS**

This Agreement may be supplemented, amended, or revised only by further written agreement signed by both parties.

IN WITNESS WHEREOF, this Agreement is executed and effective the ____ day of _____, 2017.

CITY:

CONTRACTOR:

THE CITY OF TOMBALL

THRESHOLD LAND SERVICES, INC.

By: _____

By: _____

Printed: _____

Printed: Kimbrough Jeter, CPL

Its: _____

Its: President

EXHIBIT A

To that certain Contract for Land Related Services dated effective _____, 2017 between THE CITY OF TOMBALL, as City and THRESHOLD LAND SERVICES, INC., as Contractor.

The following terms and conditions shall be in addition to the terms and conditions contained in the Agreement. The terms and conditions set forth in this Exhibit apply to the services specifically contracted for and described herein.

1. **Project:**

Agg Road/Medical Complex Drive Expansion

2. **Services:**

Conducting title research, title curative, due diligence, curative matters, negotiating the purchase of fee simple land and right of way easements, and all other land-related services as directed by City

3. **Payment Terms:**

a. **2017-2018 Rates and Fees**

ITEM	UNIT	RATE
Project Manager	Hour	\$75.00
Senior Land Agent	Hour	\$65.00
Land Technician	Hour	\$45.00
Mileage (standard IRS rate)	Mile	\$0.535
In-house copies – black/white	Page	\$0.10
In-house copies – color	Page	\$0.20
Copies (courthouse, online, copy/print store, etc.)		At Cost
Postage		At Cost
Office Supplies		At Cost
Title Ownership Reports		At Cost
Lien Subordination/Release Fees		At Cost
Easement/deed Recording Fees		At Cost

b. Contractor will invoice monthly and payment shall be **DUE UPON RECEIPT**.

c. City shall be responsible for and will pay for the following anticipated project expenses:

- a. Landowner consideration and damages for land/easement acquisitions
- b. Project engineering and surveying costs
- c. Title insurance
- d. Appraisal costs
- e. Legal fees
- f. Condemnation proceedings

THE CITY OF TOMBALL

By: _____

Printed: _____

Its: _____

EXHIBIT B**Project Scope and Bid Sheet for Land Services:***Agg Road/Medical Complex Drive Expansion Segment 4b***SCOPE:**

- Acquisition of parcels for the improvement/expansion of Medical Complex Drive (Agg Rd.) from S. Persimmon Street to Hufsmith-Kohrville Road, as well as further road expansion and rehabilitation south on S. Persimmon Street.
- Project will require the acquisition of approximately 17 easements and/or fee simple parcels to accommodate the road expansion, sidewalks and public utilities.
- Threshold will acquire title ownership reports (without warranty) on each tract and perform the necessary curative to clear up title defects, as needed.
- Threshold will obtain Rights of Entry for each parcel, as needed, for the purposes of surveying, appraising, etc.
- Threshold will send project description and initial offer letters based on tax values, sales comparisons, and/or a certified appraisal of the parcel. All offers to be approved by the City
- Threshold will negotiate the acquisition terms and consideration amount and have landowner sign a Memorandum of Understanding, also to be approved by City.
- Threshold will acquire executed and notarized easements, deeds, and lien subordinations/releases and submit to the City for processing and filing

LAND SERVICES COST PER PARCEL	Quantity	Rate	Subtotal	TOTAL
Project Manager - hourly	15	\$ 75.000	\$ 1,125.00	
Senior Land Agent - hourly	25	\$ 65.000	\$ 1,625.00	
Land Technician - hourly	5	\$ 45.000	\$ 225.00	
Mileage	400	\$ 0.535	\$ 214.00	
Postage	10	\$ 0.460	\$ 4.60	
Copies - courthouse, copy center, in-house	50	\$ 1.000	\$ 50.00	
Title Report	1	\$500	\$ 500.00	
SUBTOTAL COST PER PARCEL:			\$ 3,743.60	
Miscellaneous costs, office supplies, overhead (1% of total)			\$ 37.44	
TOTAL COST PER PARCEL:			\$ 3,781.04	
	No. of Parcels			
LAND SERVICES COST ALL PARCELS	17	\$ 3,781.04	\$ 64,277.61	\$ 64,277.61
			<i>Contingency 15%</i>	\$ 9,641.64
TOTAL ANTICIPATED COST OF LAND SERVICES FOR PROJECT:				\$73,919.25

COSTS TO BE ASSUMED BY CITY:

Title Insurance
Landowner Consideration for Easements
Surveying Costs
Appraisals Costs
Easement/Deed Recording Fees

THE CITY OF TOMBALL

By: _____

Printed: _____

Its: _____

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 4, 2017

Topic:

Consider Abandonment of a Public Right-of-way and Adopt, on First Reading, Ordinance 2017-41, 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 Florence Street Between Elm Street and the Burlington Northern Railroad, All Situated in the William Hurd Survey, Abstract Number 371, Harris County, Texas, and as Recorded in Volume 004, Page 25 of the Map Records of Harris County, Texas; Vacating, Abandoning, and Closing Said Street Right-of-Way; Providing for Severability; and Containing Other Provisions Relating to the Subject

Background:

As part of the future development of the Texas Railroading Heritage Museum, it is necessary to abandon a 6,000-square foot portion of the Florence Street right-of-way. Florence Street, from Elm Street to the Burlington Northern Railroad, will be abandoned with the City of Tomball Railroad Museum Replat.

Also, at the request of CenterPoint Energy, a 10-foot wide public utility easement will be dedicated with the replat for their facilities that exist within the right-of-way to be abandoned. The abandoned right-of-way will be released to the adjacent property owners, which is the City of Tomball.

Origination:

Craig T. Meyers, Community Development Director

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 2017-41

Exhibit A Metes and Bounds

Exhibit A Map

No Objection AT&T

No Objection Comcast

Easement CenterPoint Entergy

ORDINANCE NO. 2017-41

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 FLORENCE STREET BETWEEN ELM STREET AND THE BURLINGTON NORTHERN RAILROAD, ALL SITUATED IN THE WILLIAM HURD SURVEY, ABSTRACT NUMBER 371, HARRIS COUNTY, TEXAS, AND AS RECORDED IN VOLUME 004, PAGE 25 OF THE MAP RECORDS OF HARRIS COUNTY, TEXAS; VACATING, ABANDONING, AND CLOSING SAID STREET RIGHT-OF-WAY; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas finds that public convenience and necessity no longer require the continued existence of the street right-of-way described below and that it should be vacated, abandoned, and closed for the reason that the same is no longer needed; now, therefore;

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

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

Section 2. The City Council of the City of Tomball, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of that portion of the street right-of-way described in Section 3 hereof.

Section 3. The street right-of-way, more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes, located within the City of Tomball, Harris County, Texas, is hereby vacated, abandoned, and closed.

Section 4. 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 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 4TH DAY OF DECEMBER, 2017.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 18TH DAY OF DECEMBER, 2017.

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

Gretchen Fagan, Mayor
City of Tomball

ATTEST:

Doris Speer, City Secretary

EXHIBIT A

DESCRIPTION OF A 0.1377-ACRE (6,000 SQ. FT.) TRACT OF LAND SITUATED IN THE WILLIAM HURD SURVEY, A-371, HARRIS COUNTY, TEXAS

Being a 0.1377-acre (6,000 square foot) tract of land situated in the William Hurd Survey, A-371, Harris County, Texas. Said 0.1377-acre tract being within the right-of-way of Florence Street (60-Foot Wide Right-of-Way), by plat recorded in Volume 4, Page 25 of the Map Records of Harris County, Texas, and being further described by metes and bounds as follows (with the basis of bearings being the Texas State Plane Coordinate System, South Central Zone No. 4204 (NAD 83) (2001 Adj.). The coordinates shown hereon are grid and may be brought to surface by multiplying by the combined scale factor of 1.000051853). All distances are surface distances.

BEGINNING (N = 13,961,254.03, E = 3,039,621.62) at a 5/8-inch iron rod found at the intersection of the northeast right-of-way line of South Elm Street (50-Foot Wide Right-of-Way) (Volume 4, Page 25, H.C.M.R.), and the northwest right-of-way line of said Florence Street, for the southwest corner of Lot 5, Block 26 of Revised Map of Tomball, by plat recorded in Volume 4, Page 25 of the Map Records of Harris County, Texas, as conveyed to City of Tomball, by deed recorded under Harris County Clerk's File No. 20150009724, Film Code No. ER 064-96-2124 of the Official Public Records of Real Property, Harris County, Texas, and for the northwest corner of said tract herein described;

THENCE North 61 deg. 54 min. 04 sec. East, with the southeast line of said Lot 5, with the northwest right-of-way line of said Florence Street and with the northwest line of said tract herein described, a distance of 100.00 feet to a 5/8-inch iron rod found in the southwest line of Burlington Northern RR, by deed recorded in Volume 210, Page 349 of the Deed Records of Harris County, Texas, for the southeast corner of said Lot 5 and for the northeast corner of said tract herein described;

THENCE South 28 deg. 05 min. 56 sec. East, with the southwest line of said Burlington Northern RR, with the northeast right-of-way line of said Florence Street and with the northeast line of said tract herein described, a distance of 60.00 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set for the northeast corner of Lot 1, Block 27 of said Revised Map of Tomball, as conveyed to City of Tomball, by deed recorded under Harris County Clerk's File No. 20140553596, Film Code No. ER 064-09-2137 of the Official Public Records of Real Property, Harris County, Texas, for the southeast corner of said tract herein described;

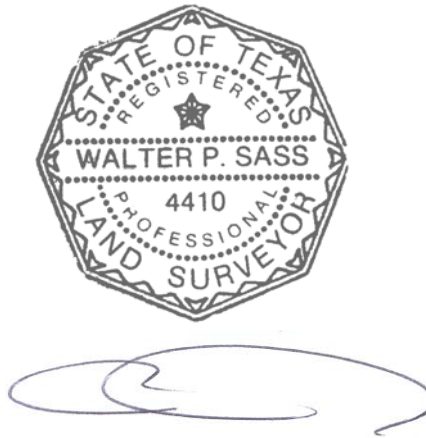
THENCE South 61 deg. 54 min. 04 sec. West, with the northwest line of said Lot 1, with the southeast right-of-way line of said Florence Street and with the southeast line of said tract herein described, a distance of 100.00 feet to a 5/8-inch iron rod with cap stamped "WEISSER ENG HOUSTON, TX" set at the intersection of the northeast right-of-way line of said South Elm Street and the southeast right-of-way line of said Florence Street, for the northwest corner of said Lot 1 and for the southwest corner of said tract herein described;

THENCE North 28 deg. 05 min. 56 sec. West, over and across said Florence Street, with the southeast line of said tract herein described, a distance of 60.00 feet to the **POINT OF BEGINNING** and containing 0.1377 acre (6,000 square feet) of land.

This description is accompanied by a plat of even survey date.

Compiled by:

Weisser Engineering Company, Inc.
19500 Park Row, Suite 100
Houston, Texas 77084
TBPLS Reg. No. 100518-00
TBPE Reg. No.: F-68
Job No. GA2001
Date: 08/15/2017





KEY MAP No. 288-H

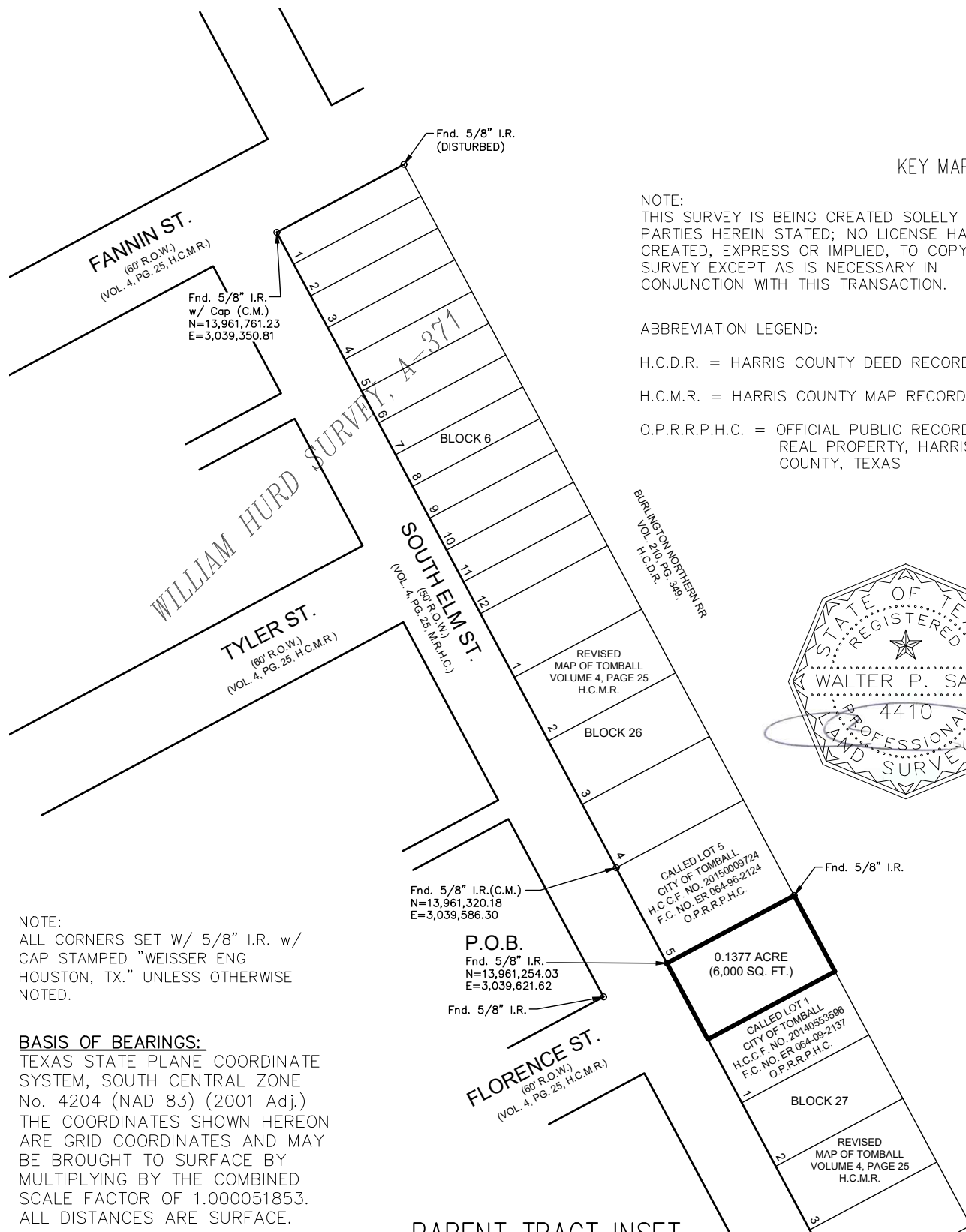
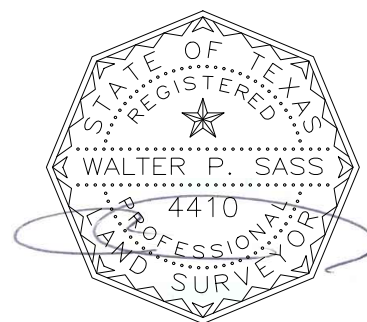
NOTE:
THIS SURVEY IS BEING CREATED SOLELY FOR THE PARTIES HEREIN STATED; NO LICENSE HAS BEEN CREATED, EXPRESS OR IMPLIED, TO COPY THIS SURVEY EXCEPT AS IS NECESSARY IN CONJUNCTION WITH THIS TRANSACTION.

ABBREVIATION LEGEND:

H.C.D.R. = HARRIS COUNTY DEED RECORDS

H.C.M.R. = HARRIS COUNTY MAP RECORDS

O.P.R.R.P.H.C. = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, HARRIS COUNTY, TEXAS



NOTE:
ALL CORNERS SET W/ 5/8" I.R. w/ CAP STAMPED "WEISSER ENG HOUSTON, TX." UNLESS OTHERWISE NOTED.

BASIS OF BEARINGS:

TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE No. 4204 (NAD 83) (2001 Adj.) THE COORDINATES SHOWN HEREON ARE GRID COORDINATES AND MAY BE BROUGHT TO SURFACE BY MULTIPLYING BY THE COMBINED SCALE FACTOR OF 1.000051853. ALL DISTANCES ARE SURFACE.

PARENT TRACT INSET



WEISSER Engineering Co.

19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

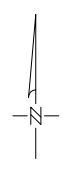
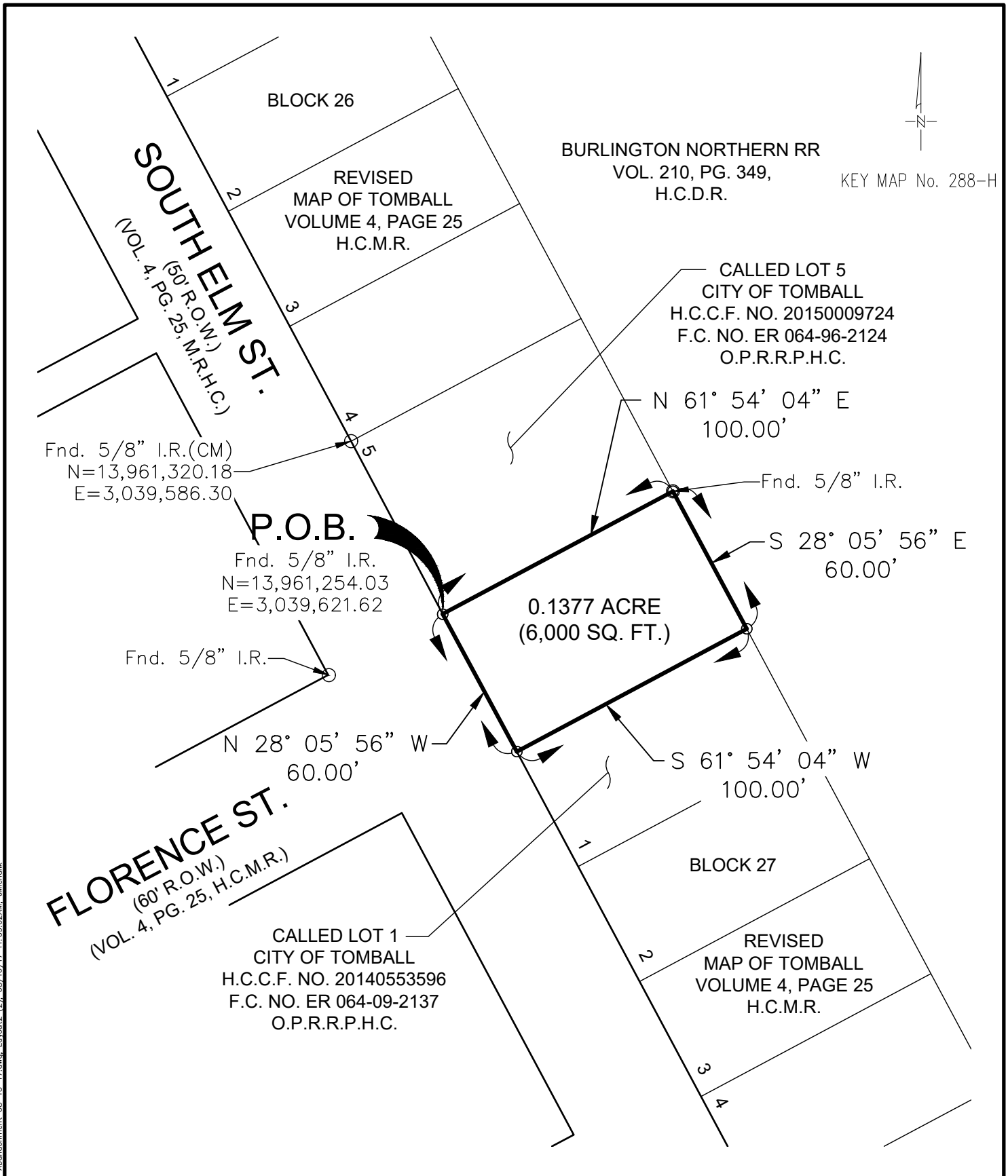
www.WeisserEng.com
T.B.P.E.R. #F-68 T.B.P.L.S. #100518-00

© Copyright 2017 Weisser Engineering Company, Inc.

**FLORENCE STREET
R.O.W. ABANDONMENT
WILLIAM HURD SURVEY, A-371
HARRIS COUNTY, TEXAS**

DRAWN BY:	S.P.	CALC'D. BY:	J.G.
SHEET:	01 OF 02	CHECKED BY:	L.Y.
CREW CHIEF:		SCALE:	1" = 100'
DATE:	08/15/2017	JOB No.:	GA2001

Page 7 of 16



BURLINGTON NORTHERN RR
VOL. 210, PG. 349,
H.C.D.R.

KEY MAP No. 288-H

SOUTH ELM ST.
(VOL. 4, PG. 25, M.R.H.C.)
(60' R.O.W.)

REVISED
MAP OF TOMBALL
VOLUME 4, PAGE 25
H.C.M.R.

CALLED LOT 5
CITY OF TOMBALL
H.C.C.F. NO. 20150009724
F.C. NO. ER 064-96-2124
O.P.R.R.P.H.C.

Fnd. 5/8" I.R.(CM)
N=13,961,320.18
E=3,039,586.30

P.O.B.

Fnd. 5/8" I.R.
N=13,961,254.03
E=3,039,621.62

Fnd. 5/8" I.R.

0.1377 ACRE
(6,000 SQ. FT.)

Fnd. 5/8" I.R.

S 28° 05' 56" E
60.00'

N 28° 05' 56" W
60.00'

S 61° 54' 04" W
100.00'

FLORENCE ST.
(VOL. 4, PG. 25, H.C.M.R.)
(60' R.O.W.)

CALLED LOT 1
CITY OF TOMBALL
H.C.C.F. NO. 20140553596
F.C. NO. ER 064-09-2137
O.P.R.R.P.H.C.

BLOCK 27

REVISED
MAP OF TOMBALL
VOLUME 4, PAGE 25
H.C.M.R.



**WEISSER
Engineering Co.**

19500 Park Row, Suite 100
Houston, Texas 77084
(281) 579 - 7300

www.WeisserEng.com
T.B.P.E.R. #F-68 T.B.P.L.S. #100518-00

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**FLORENCE STREET
R.O.W. ABANDONMENT
WILLIAM HURD SURVEY, A-371
HARRIS COUNTY, TEXAS**

DRAWN BY:	S.P.	CALC'D. BY:	J.G.
SHEET:	02 OF 02	CHECKED BY:	L.Y.
CREW CHIEF:		SCALE:	1" = 50'
DATE:	08/15/2017	JOB No.:	GA2001

Page 8 of 16

P:\GA2001\dwg\Survey\GA2001_Road Abandonment_08-15-17.dwg, Layout2 (2), 08/16/17 11:09:02AM, Michalik

August 15, 2017

Chad Shook
Weisser Engineering Co.
287 579-7300
cshook@weissereng.com

RE: “No Objection” –City of Tomball Rail Road Museum, in City of Tomball, in Harris County, Texas”

Chad,

Southwestern Bell Telephone Company (SWBT) offers **“NO OBJECTION”** to “City of Tomball Rail Road Museum”, Tomball; Harris County, Texas August 2017.

If you have any questions, please call at (281) 379-7595 or e-mail at jv5287@att.com.

Thank you,

Jim Villanueva
AT&T Manager-Engineering & Design
Engineer for 281351/Tomball



August 2017

Chad Shook
Project Manager
Weisser Engineering & Surveying
TBPLS Reg. No. 10194324 | TBPE Reg. No. F-68
O: 281.579.7300 | 19500 Park Row | Houston, TX 77084

Re: City of Tomball Rail Road Museum

To Whom It May Concern,

Comcast of Houston LLC, a Delaware Limited Liability Company, herein referred to as "Comcast Cable", has been asked to provide a letter of "No Objection" for the above referenced plat dated August 2017

At this time, Comcast Cable has no objection associated with the general layout and utility easements as exhibited on said plat.

In cases where utility easements are overlapping with drainage or other specific or pre-existing easements, Comcast Cable will require exclusive easements.

Upon completion of Comcast Cable's facility design, if so required, dedicated utility easements may be determined inadequate by Comcast Cable. In these cases, the developer, his successors or assigns, will be required to provide Comcast with exclusive easements.

This letter does not give consent to any encroachments, abandonments of pre-existing easements, roads, alleys, or street right-of-ways. Abandonment of any of the above requires a formal review, consent and closure process.

Please feel free to contact me at 713-637-5169 with any questions that you may have.

Sincerely,

A handwritten signature in black ink, appearing to read "David Miller", with a stylized flourish at the end.

David Miller
Construction, Technician 3, Designer

ELECTRIC EASEMENT

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

STATE OF TEXAS }

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS }

THAT, City of Tomball, Texas, a municipal corporation, its successors and assigns, hereinafter referred to as "Grantor", whether one or more, for and in consideration of the sum of ONE DOLLAR (\$1.00) CASH to Grantor paid by CenterPoint Energy Houston Electric, LLC, its successors and assigns, hereinafter referred to as "Grantee", whose principal address is P. O. Box 1700, Houston, Texas 77251-1700, has **GRANTED, SOLD AND CONVEYED** and by these presents, does **GRANT, SELL AND CONVEY** unto said Grantee, all or in part, an exclusive, perpetual easement, hereinafter referred to as the "Easement", for electric distribution and related communications facilities consisting of a variable number of wires and cables and all necessary and desirable equipment and appurtenances, including, but not limited to, towers or poles made of wood, metal or other materials, props and guys, hereinafter referred to as "Facilities", located within a portion of the following described lands owned by Grantor, ("Grantor's Property"), to wit:

That portion of Florence Street (closed) located northerly of and adjoining Lot 1 in Block 27 of the Revised Map of Tomball, a subdivision situated in the William Hurd Survey, Abstract 371, Harris County, Texas, being the same property described in a deed from Jason S. Fuselier, a/k/a Jason Fuselier, spouse, Lori K. Fuselier, a/k/a Lori Fuslier to City of Tomball, dated December 10, 2014 and filed for record under County Clerk's File 20140553596 of the Official Public Records of Real Property of said County and State.

The unobstructed easement area(s) herein granted, hereinafter referred to as the "Easement Area", whether one or more, are described as follows:

An easement ten (10) feet wide, the location of which is shown by the crosshatched area on Sketch No. 17-0719, attached hereto and made a part hereof, together with an unobstructed aerial easement eleven (11) feet six (6) inches wide, beginning at a plane sixteen (16) feet above the ground and extending upward, located northerly of and adjoining said ten (10) foot wide easement.

Grantor shall observe and exercise all notification laws as per the Underground Facility Damage Prevention and Safety Act, also known as "ONE CALL" & "CALL BEFORE YOU DIG", when working in or near the Easement Area.

To the extent that such laws and codes apply to Grantor, Grantor, shall observe all safety codes and laws which apply to working along, within and/or near the Easement Area and Facilities during construction activities and safe clearance from such Facilities, including the Occupational Safety and Health Administration ("O.S.H.A."), Chapter 752 of the Texas Health and Safety Code, the National Electric Code, and the National Electrical Safety Code.

Absent written authorization by the affected Grantee, all utility and aerial easements must be kept unobstructed from any non-utility improvements or obstructions by Grantor. Any unauthorized improvements or obstructions may be removed by Grantee at the Grantor's expense. While wooden posts and paneled wooden fences along the perimeter and back to back easements and alongside rear lots lines are permitted, they too may be removed by Grantee at the Grantor's expense should they be an obstruction. Grantee may put said wooden posts and paneled wooden fences back up, but generally will not replace them with new fencing.

Grantee shall not deny or obstruct ingress or egress to or from Grantor's Property, and Grantor retains all rights to cross the Easement Area for access, but not interfering with the utility purpose for which the Easement is granted. Grantor shall have the right to

construct or locate in a near perpendicular fashion, utilities, drainage ditches, roadways, driveways, across, but not along or solely along, within or under the Easement Area herein granted. Grantor assumes all responsibility for the cost of constructing, paving and maintaining said roadways or driveways within easement crossing areas. In the event that Grantor constructs, or causes to be constructed, any utilities, drainage, ditches, roadways, and/or driveways which results in the relocation of Grantee's Facilities, the Grantor will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities. Grantor is prohibited from using the Easement Area for stockpile, spoil, water retention or detention, or lay down areas.

Grantee shall also have reasonable rights of ingress and egress to and from said Easement Area, together with reasonable working space, for the purposes of erecting, installing, operating, maintaining, replacing, inspecting, and removing said Facilities, together with the additional right to remove from said Easement Area and Grantor's Property immediately adjoining thereto, all bushes, trees and parts thereof, or other structures or improvements which are within, protrude, bisect, encroach or overhang into said Easement Area and which, in the sole opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities. Further, in the event dead or dangerous trees exist within the fall range of overhead electrical facilities, then Grantee shall have the right to take down dead or dangerous trees based on Grantee's discretion.

TO HAVE AND TO HOLD the above described Easement, together with all and singular the rights and appurtenances thereto in anywise belonging, unto Grantee, forever, and Grantor does hereby bind itself and its successors, heirs, assigns, and legal representatives, to fully warrant and forever defend all and singular the above described

Easement and rights unto said Grantee, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, through or under Grantor, but not otherwise. In the event of a deficiency in title or actions taken by others which results in the relocation of Grantee's Facilities, the Grantor herein, its successors and assigns, will be responsible for all costs associated with the relocation and/or removal of Grantee's Facilities.

The terms, conditions and provisions contained herein constitute the complete and final agreement between Grantor and Grantee, (collectively the "Parties") with respect to the subject matter hereof and supersedes all prior agreements, representations and understandings of the Parties and, by Grantor's signature affixed hereto and Grantee's use of the Easement, the Parties evidence their agreement thereof. No oral or written agreements made or discussed prior to, or subsequent to, the execution of this Easement shall supersede those contained herein. Any and all revisions, amendments and/or exceptions to the terms, conditions and provisions contained in this Easement shall be in written, recordable form and executed by both parties, or their respective successors or assigns in order to be deemed valid.

EXECUTED this _____ day of _____, 2017.

City of Tomball, Texas

BY: _____
Signature

Name typed or printed

Title

STATE OF TEXAS }

COUNTY OF HARRIS }

BEFORE ME, the undersigned authority, a Notary Public in and for the State of Texas, on this day personally appeared _____ of City of Tomball, Texas, a municipal corporation, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that () he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

Given under my hand and seal of office this ____ day of _____, 2017.

Notary's Signature

Name typed or printed

Commission Expires

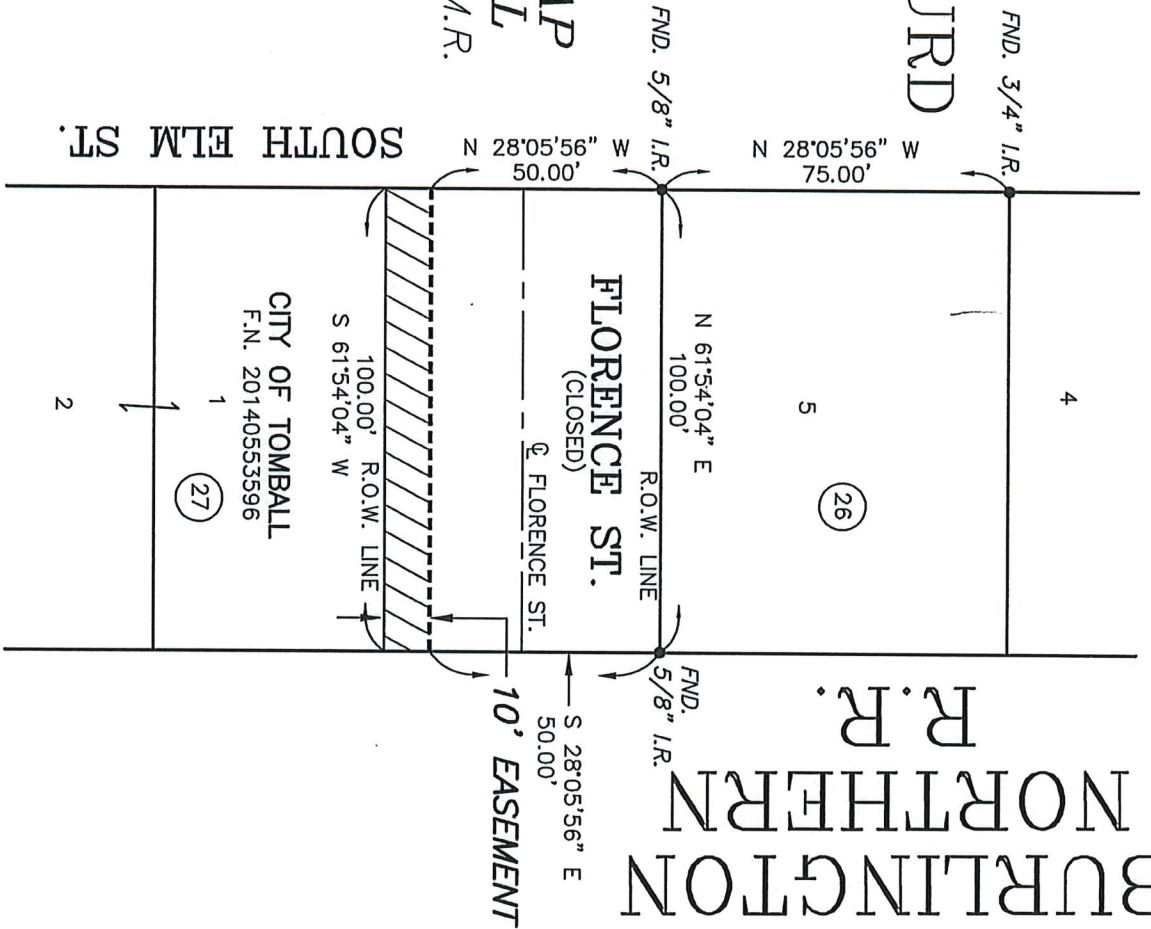
**AFTER RECORDING RETURN TO:
SURVEYING & RIGHT OF WAY
CENTERPOINT ENERGY HOUSTON ELECTRIC, LLC
P. O. BOX 1700
HOUSTON, TX 77251-1700**

WILLIAM HURD SURVEY A-371

BURLINGTON
NORTH
R.R.

REVISED MAP
OF TOMBALL
VOL. 4, PG. 25 M.R.

SKETCH NO. 17-0719



NOTE: THE EXTERIORS OF ALL EASEMENTS ARE TO INTERSECT WITH THE EXTERIORS OF ALL ADJOINING EASEMENTS OR WITH ADJOINING PROPERTY LINES.

Bearing Basis:
Texas Coordinate System of 1983, South
Central Zone (TXSC Zone 4204); NAD 83



Munir Odhwani
10-04-17

REV.1: JOB NO.	BY:	DATE:	REV.2: JOB NO.	BY:	DATE:
EASEMENT — UNOBSTRUCTED			LAST PLOT DATE: 10/04/2017		
COUNTY: HARRIS			DRAWN BY: MO		
SURVEY DATE: 09/27/2017			MAP NO: 4771B		
SCALE: 1" = 40'			JOB NO: 128205		
FILE NO. — BOOK: 2017			CHECKED BY: JLG		

CenterPoint Energy
SURVEYING & RIGHT OF WAY
P.O. Box 1700 Houston, TX 77251-1700
713-207-2222
Firm Number: 10027400
SKETCH NO. 17-0719

Regular City Council

Agenda Item

Data Sheet

Meeting Date: December 4, 2017

Topic:

Approve Professional Services Agreement with Halff Associates, Inc. in the Amount of \$125,290.00 for the City of Tomball's Comprehensive Plan Update

Background:

The Community Development Department engaged Houston-Galveston Area Council's PlanSource program to select consultants to interview for the Comprehensive Plan Update. The PlanSource program is a cooperative procurement program for planning services which helps expedite procurement processes by prequalifying planning firms for specific projects. PlanSource has 13 pre-qualified firms for Comprehensive Plan updates and of the 13 firms, five submitted Summaries of Qualifications for Tomball's Comprehensive Plan update. City Staff chose to interview three of the five firms.

On September 28th, City Staff interviewed the three remaining consulting firms and scored Halff Associates, Inc. (Halff) the highest. The selection team consisted of Steven Vaughan (local stakeholder and TEDC Board Member), Craig Meyers (Community Development Director), Amelia Lindley (Planner), David Esquivel (Public Works Director) and Rob Hauck (Assistant City Manager). After the consultant interviews, City Staff checked Halff's references and received complimentary feedback.

Representative from Halff came to the October 16, 2017 City Council meeting and made a brief presentation about their proposed plan.

Halff's scope of services includes six phases including; project initiation and management, existing conditions and assessment, public engagement, vision and goals, recommendations and adoption. The proposed contract of \$125,290.00 is within budget and we anticipate that the project will take approximately 12 months to complete.

Origination:

Craig T. Meyers, Community Development Director

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:

PROFESSIONAL SERVICES AGREEMENT
Project Number: 10035

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and Halff Associates, Inc. ("Consultant").

WITNESSETH:

WHEREAS, Consultant represents that it is capable of providing and qualified to provide professional services to the City and desires to perform the same;

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

1.
SCOPE OF AGREEMENT

Consultant agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, 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 Consultant compensation as stated in the sections to follow.

2.
CHARACTER AND EXTENT OF SERVICES

Consultant shall do all things necessary to render the services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent consultants practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Consultant is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Consultant 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 Exhibit "A" without prior written authorization from the City.

3.
OWNERSHIP OF WORK PRODUCT

Consultant agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Consultant 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. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Consultant's completion of the services which will result in the production of such instruments and Consultant's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Consultant from continuing to use those processes, analyses and data.

4.
TIME FOR PERFORMANCE

The time for performance is as estimated in Exhibit A attached hereto. Upon written request of Consultant, 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 Consultant has no control.

5.
COMPLIANCE AND STANDARDS

Consultant 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 Consultant's performance.

6.
INDEMNIFICATION

Consultant shall and does hereby agree to indemnify and hold harmless the City, its officers, agents, and employees from any and all damages, loss or liability of any kind whatsoever, by reason of death or injury to property or third persons to the extent caused by the negligent act or omission of Consultant and its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Agreement, and Consultant will reimburse the City's reasonable attorney's fees in proportion to the Consultant's liability. Such indemnity shall apply where the suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arise in whole from the negligence of Consultant.

7.
COMPENSATION

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Consultant only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$125,290.00, including reimbursable expenses.

8.
INSURANCE

Consultant shall procure and maintain insurance in accordance with the terms and conditions set forth in Exhibit "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, 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.

9.
TERMINATION

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Consultant. Upon receipt of such notice, Consultant 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, Consultant shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Consultant that proportion of the prescribed charges which the services actually 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 maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

10.
ADDRESSES, NOTICES AND COMMUNICATIONS

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

Halff Associates, Inc.
Attn: Matt Bucchin
9500 Amberglen Boulevard, Building F, Suite 125
Austin, Texas 78729-1102

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

Director of Community Development
City of Tomball
501 James Street
Tomball, Texas 77375

**11.
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Consultant has been advised by the City and Consultant 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 Consultant may become entitled to hereunder and the total sum that the City shall become liable to pay to Consultant hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**12.
SUCCESSORS AND ASSIGNS**

The City and Consultant bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor Consultant shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

**13.
DISCLOSURE OF INFORMATION**

Consultant shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

**14.
MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. 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.

15.
ADDITIONAL SERVICES

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

16.
CONFLICTS OF INTEREST

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

17.
PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES

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

18.
MISCELLANEOUS PROVISIONS

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

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

C. Consultant 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.

D. Consultant further covenants and agrees that it does not boycott Israel and will not boycott Israel during the term of the contract and that it is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and Consultant, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on this ____ day of _____, 2017.

HALFF ASSOCIATES, INC.:

Name:

Title:

CITY OF TOMBALL, TEXAS

George Shackelford, City Manager

ATTEST:

Doris Speer, City Secretary

EXHIBIT “A”

SCOPE OF SERVICES, BASIS OF COMPENSATION, & ANTICIPATED SCHEDULE FOR COMPLETION

Tomball Comprehensive Plan Update City of Tomball, Texas

The primary purpose of the planning effort is to prepare an update to the 2009 Tomball Comprehensive Plan (Vision 2030) for the physical development, redevelopment, and future direction of growth within Tomball’s planning area. This process and plan will be critical to the City’s continued success in both promoting and managing growth and protecting what makes Tomball unique. This includes consolidating various reports, studies, public opinion, and plans which will help identify current and future issues, impacts, and how the City should move forward to achieve the community vision for the future.

The primary deliverable will be an update to the Tomball Comprehensive Plan containing goals, objectives, and actions (including an implementation action plan). The plan will be drafted in phases throughout the planning process; as such, City staff, elected and appointed officials, and citizens are kept informed and able to play an active role in the planning process.

PART I – SCOPE OF SERVICES

The planning effort Scope of Services includes the following:

PHASE ONE: PROJECT INITIATION & MANAGEMENT

TASK 1.1 – PROJECT INITIATION COORDINATION & MANAGEMENT

- Halff will coordinate with City staff via conference call or videoconference to establish key milestones, review previously collected information, discuss needed information, refine the planning process, finalize project goals, establish lines of longer-term communication, discuss the composition of the ad-hoc advisory committee, and to finalize the public engagement strategy.
- Obtain key maps and background data from City staff and other entities, including digital copies of all existing plans, studies, the recently completed analysis, and other information that could influence or have an impact on the outcome of the comprehensive planning process.
- Manage the project to ensure that it proceeds according to the professional services agreement and this scope of services. This includes timely communication with the City, coordination and scheduling of meetings and deliverables, preparing invoices and progress reports, etc.

TASK 1.2 – PRE-PLANNING AND BACKGROUND INFORMATION

- Prepare base maps/GIS files to serve as the foundation of this planning effort.¹

- Review and analyze previous studies/plans and other documentation that may influence, affect, or impact this planning effort and identify existing recommendations from other sources that may support this planning effort or its post-adoption implementation actions.

Key deliverable: Information will be incorporated into an updated Chapter 1, *Introduction*, and in the existing conditions of other chapters as may be applicable.

Projected time frame: One month.

Role of City staff: Coordinate meetings, assist in collecting background information, establish schedule.

PHASE TWO: EXISTING CONDITIONS & ASSESSMENT

TASK 2.1 – BACKGROUND ANALYSIS

- Review and incorporate baseline demographic and socioeconomic data from the U.S. Census Bureau and other sources as may be necessary and/or applicable.
- Incorporate existing population projections from the City to establish forecasts for population growth in 5-year incremental years through 2038.

TASK 2.2 – EXISTING CONDITIONS INVENTORY AND ANALYSIS

- Identify strengths, weaknesses, key issues, and opportunities.
- Incorporate previously collected information, as applicable.
- Prepare a summary baseline inventory in text, map, and table format of land use and growth management; transportation and mobility; housing and neighborhoods; infrastructure and utilities; community facilities and services; natural resources and environmental constraints; parks, recreation, open space and trails; and community character. The summary overview will be incorporated into a technical appendix and will be used as part of the analysis to help determine appropriate recommendations for moving forward.

Key deliverables: Information will be incorporated into an updated Chapter 2, *Existing Conditions*.

Projected time frame: Three to four months.

Role of City staff: Provide information on existing conditions; coordinate transfer of information or contact with outside entities.

PHASE THREE: PUBLIC ENGAGEMENT

TASK 3.1 – PROJECT KICK-OFF

- *Key Person Interviews.* As part of a two-day public kick-off, Halff will conduct a series of key person interviews with staff, appointed and elected officials, and City administration.
(Visit No. 1)

- *Stakeholder Focus Groups.* As part of the two-day public kick-off, Halff will conduct five 1.5-hour focus group meetings with key stakeholders. These five small-group listening sessions should be comprised of 15-20 people per meeting and are intended to identify issues and recommendations for the future of Tomball. Meetings with the following potential stakeholders are suggested, but may be altered based on suggestions by the City's Project Director: (Visit No. 1)
 - » Tomball Economic Development Corporation, Greater Tomball Area Chamber of Commerce, business (non-Downtown)/industry owners; land owners and developers; brokers and realtors;
 - » Mobility, including local and regional transportation officials and bicycle/pedestrian interest groups;
 - » Tomball homeowner groups/neighborhood associations, advocates, and interest groups; Tomball Independent School District and Lone Star College - Tomball;
 - » Those interested in livability (e.g., concerning parks, recreation, and trails; beautification; civic spaces, tourism, etc.);
 - » Civic, Main Street, downtown land and business owners, and those interested in historic preservation;
 - » Staff and representatives from various elected and appointed boards and commissions should be interspersed throughout each meeting depending on the topic of that particular meeting.
- *Comprehensive Tour of the City.* As part of the two-day public kick-off, Halff requests a driving tour of key areas of Tomball to get a comprehensive understanding of the City's issues and challenges. (Visit No. 1)
- *Comprehensive Plan Advisory Committee.* On the second night of the two-day project engagement, Halff will facilitate an in-depth workshop with the Comprehensive Plan Advisory Committee (CPAC). (Visit No. 1)

TASK 3.2 – COMPREHENSIVE PLAN ADVISORY COMMITTEE (CPAC)

- Utilize a broadly-representative Comprehensive Plan Advisory Committee (CPAC) to provide key input and oversight of the development of the Tomball Comprehensive Plan. The CPAC should be comprised of 10-15 individuals and should include, at minimum, active and forward-thinking members of several of the boards and commissions within the City. The purpose of the CPAC will be to provide a balanced opinion on important City issues, provide comprehensive input on the vision for the future, and respond to draft deliverables and plan chapters.
- Conduct six meetings with the CPAC at key intervals throughout the comprehensive planning process. These will include:
 - » *Kick-off Workshop* - Explain process, conduct visioning and other exercises. (Visit No. 1)
 - » *Open House Public Meeting* - Invited to participate in the open house public meeting. (Visit No. 2)

- » *Existing Conditions/Early Public Engagement Results* - Overview demographic and socioeconomic trends, issues and opportunities identified during the public kick-off, survey, and open house activities, and vision and strategic directions for moving forward. (Visit No. 3)
- » *Future Tomball # 1* - Overview of recommendations for a subset of plan elements. (Visit No. 5)
- » *Future Tomball # 2* - Overview of recommendations for remaining subset of plan elements. (Visit No. 6)
- » *Final plan* - Overview of final plan and prioritization. (Visit No. 6)
- Note that key City staff are intended to attend and participate in the meetings with the CPAC.
- Meetings with City staff may be conducted immediately prior to every CPAC meeting if deemed necessary by City staff or Halff.

TASK 3.3 – CITY COUNCIL / PLANNING AND ZONING COMMISSION MEETINGS

- Halff will meet with the Planning and Zoning Commission and City Council at several key points:
 - » *Stakeholder Focus Groups* - Invite the Planning and Zoning Commission and City Council to participate in the stakeholder focus groups (along with all other boards and commissions). (Visit No. 1)
 - » *Mid-point Briefing* - Facilitate a joint meeting with the Planning and Zoning Commission and City Council for a mid-point briefing. (Visit No. 4)
 - » *Plan Overview and Prioritization* - Facilitate a meeting with the Planning and Zoning Commission, City Council, and CPAC to overview draft plan and do a prioritization exercise. (Visit No. 6)
 - » *Planning and Zoning Commission Public Hearing* - Conduct a public hearing with the Planning and Zoning Commission. (Visit No. 7)
 - » *City Council Consideration of Adoption* – Present the final plan and Planning and Zoning Commission recommendation for approval to the City Council for their consideration of adoption. (Visit No. 8)

TASK 3.4 – OPEN HOUSE PUBLIC MEETING

- Prepare and facilitate an open house public meeting to get citizen input and feedback regarding key issues and concerns for the community, and to help identify the vision for moving forward. (Visit No. 2)

TASK 3.5 – ONLINE PUBLIC SURVEY AND SOCIAL MEDIA OUTREACH

- Prepare and administer a comprehensive online public survey to be conducted early in the planning process. This includes preparing a draft survey and flyer and vetting with City staff. The City will be responsible for widely advertising the survey through social media and other media

outreach tools. It is recommended that the City consider offering participation incentive(s), as appropriate, to take the survey.

- Tabulate survey results and incorporate, as appropriate, into the Tomball Comprehensive Plan update.

Key deliverables: Information developed during this task will be incorporated into an updated Chapter 1, *Introduction*, Chapter 3, *Community Input*, Chapter 4, *Community Vision*, and as part of recommendations found in Chapter 5, *Future Directions*.

Projected time frame: Throughout the process.

Role of City staff: Confirm public engagement strategy. Provide information on key stakeholders and other groups who may provide valuable information to the plan. Schedule, provide locations, and advertise all key public meetings and workshops. RSVP attendees to stakeholder and other meetings. Provide meeting refreshments as necessary.

PHASE FOUR: VISION AND GOALS

TASK 4.1 – VISION STATEMENT & GOALS

- Summarize early public engagement efforts to help develop plan vision and goals.
- Through descriptive text, images, and renderings, develop a vision statement, and goals and objectives to be further expanded upon in the Future Directions chapter of the Comprehensive Plan.

Key deliverables: Information will be incorporated into an updated Chapter 4, *Community Vision*, and as part of recommendations found in Chapter 5, *Future Directions*.

Projected time frame: One month.

Role of City staff: Coordinate meetings as set out in Phase 3.

PHASE FIVE: FUTURE TOMBALL / RECOMMENDATIONS

TASK 5.1– PLAN ELEMENTS

- *Growth and Capacity.* Analyze the City's directions of growth and capacity of existing infrastructure (e.g., population, water, wastewater, and drainage).
- *Future Land Use & Development.* Identify differing areas of character within the City. Use these character areas to craft refinements to the City's Future Land Use Plan. Assess the City's existing housing and neighborhoods (e.g., neighborhood preservation and housing diversity). Identify appropriate housing types based on community input. This element will also include recommendations regarding the quality of development as it relates to the City's zoning, subdivision, and other development related regulations.

- *Mobility.* This involves a comprehensive plan-level update to the City's major thoroughfare plan map, cross-sections, and functional classifications; incorporation of applicable recommendations stemming from planned future regional efforts, and an evaluation and recommendations for the City's sidewalks, pathways, and trails network map. It could also include an assessment of potential opportunities for alternative forms of transportation that may be warranted or viable in Tomball.
- *Community Facilities and Services.* Assess the City's current capacity to serve the public needs. Incorporate recommendations based on future population projections and needs. This could include incorporating a summary overview of an independent Parks Master Plan (see Additional Services).
- *Community Livability.* Develop and formulate recommendations to augment the appearance of the City through community enhancement, placemaking, etc. Identify strategies to improve the City's community image and pride. This includes recommendations from previous planning efforts on Old Town Tomball and an evaluation of opportunities for moving forward.

TASK 5.2 – PREPARE A DRAFT OF THE COMPREHENSIVE PLAN

- *Draft Plan.* Prepare a revised Draft Plan based on feedback from the community and the CPAC.
- *Framework.* The physical framework of the Tomball Comprehensive Plan will be comprised of two components:
 - » *Summary Plan.* Halff will prepare a magazine-quality summary overview of the key components, recommendations, and implementation priorities of the plan (estimated to be approximately 50-75 pages).
 - » *Technical Appendix.* Halff will prepare a lightly formatted technical appendix which will include greater details on existing conditions and other materials which support the Summary Plan.

Key deliverable: Information will be incorporated into a Draft Plan, particularly including an update to Chapter 5, *Future Directions*, and Chapter 6, *Plan Implementation*. The entire plan will be consolidated into a Summary Plan and Technical Appendix; however, only the Technical Appendix may reference individual chapter titles.

Projected time frame: Four to five months.

Role of City staff: Provide background and key context information through staff questionnaires and other feedback; review Draft Plan elements and provide feedback.

PHASE SIX: ADOPTION

TASK 6.1 – REVIEW AND PRIORITIZATION

- Using the recommendations from each plan element, draft an implementation action plan that details near-, mid-, and long-term prioritization; type of action; and person, group, or entity responsible for implementation.
- Present the revised Draft Plan and conduct a prioritization exercise at a joint workshop of the City Council, Planning and Zoning Commission, and members of the CPAC. (Visit No. 6)

TASK 6.2 – CONDUCT ADOPTION MEETINGS

- Prepare a Public Hearing Draft of the Comprehensive Plan.
- Conduct a public hearing in front of the Planning and Zoning Commission for final community input on the plan recommendations in the Public Hearing Draft. The Planning and Zoning Commission is intended to provide a recommendation to the City Council on the Public Hearing Draft. (Visit No. 7)
- Conduct a meeting with the City Council to present the Planning and Zoning Commission recommendation and for a consideration of plan adoption. (Visit No. 8)

TASK 6.3 – FINAL PLAN SUBMITTAL

- *Document originals.* Halff will provide a consolidated PDF of the Tomball Comprehensive Plan for posting on the City's website. Halff will also provide a single full-color, perfect bound copy of the Summary Plan and two copies of the Technical Appendix. Halff will also provide electronic versions of all original files related to the Tomball Comprehensive Plan and information regarding professional printing of the Summary Plan.
- *Additional copies.* Printing of additional copies will be considered an Additional Service.

Key deliverables: Public Hearing Draft and adopted plan originals. Note that Halff uses the latest versions of Adobe InDesign, Photoshop, and ArcGIS. Originals will be provided in these formats as well as a consolidated and printable Adobe PDF.

Projected time frame: Two to three months, depending on the City's frequency of meetings and adoption process.

Role of City staff: Provide final feedback on the Draft Plan and Public Hearing Draft; coordinate meetings.

PROJECT ASSUMPTIONS

The scope of services for this contract scope has been prepared using the following assumptions as a basis for its preparation:

- The project planning area will encompass the existing Tomball City limits and the City's statutory extraterritorial jurisdiction (ETJ).
- The City will appoint a contact person [Project Director] to work with Halff to act as an intermediary between City staff, City Council, Planning and Zoning Commission, the CPAC, and other City, county and state government staff persons as required. Halff will take direction from the City's Project Director or City Manager only.
- The City will coordinate facilities, refreshments and advertising for all stakeholder group and public meetings.
- The City will be responsible for advertising for all meetings and announcements. This includes managing the City's webpage established for this planning process as well as any necessary outreach via the City's existing social media channels (e.g., Facebook, Twitter, etc.).
- The City will provide information from all previous planning studies and comprehensive plans that may have an effect on the outcome of this planning effort. This information will be provided in digital format when possible and available. If no digital information is available, the City will create a reproduction, wherever possible, that will not have to be returned at the conclusion of the project. This information may include, but not be limited to, existing land-use plans and GIS data; existing transportation and street master thoroughfare plans; existing water or sanitary sewer planning documents; economic and demographic studies; park, trail, and open space plans; or other pertinent planning or policy documents. Prompt compilation and delivery of these documents to Halff is an essential prerequisite for the initiation of work and timely forward progress on individual tasks and deliverables.
- The City will provide Halff with the most recently updated digital base map of the planning area with City limit and extraterritorial jurisdiction (ETJ) lines, school district lines, municipal utility district boundaries, roadway centerlines and rights-of-way (if available), water and sewer facilities; dry utilities; public facilities (including police, fire, hospital, library and other major public facilities); park and open space facilities; sidewalks and trails; rivers, lakes and floodplain information; and other GIS available that may be pertinent to this planning process. These files will be in the form of GIS shapefiles. Halff anticipates that the GIS shapefiles and associated data represent an up-to-date and accurate depiction of the City's existing conditions. In the instance that the City's data is out-of-date, inaccurate, or otherwise not usable for creating base maps, or to perform the identified analyses set out in this scope of work, Halff may request that the City update the data so that it is accurate and usable, or may request an Add Service to undertake the data creation/correction on behalf of the City. Delays in receiving accurate data, or creating new base map data (as may be needed to undertake the requisite tasks set out in this scope of services), may delay overall completion of the project.

- Input and feedback derived from the public engagement process will be assessed and incorporated into the various plan elements rather than compiled as standalone documents.
- Tasks prepared as part of this planning effort may occur concurrently where appropriate, or in some cases may deviate from the sequence shown in this Scope of Services document.

APPROACH TO DELIVERABLES

Halff will provide draft/interim deliverables as prepared for each phase/task of the project. These deliverables will be used for public outreach and input, to facilitate meetings and receive feedback, and to complete the project. All draft/interim deliverables will be provided to the City in an electronic format (e.g., Adobe PDF) for ease of file transfer, reproduction, and distribution.

It is the responsibility of the City's Project Director to coordinate, compile, and forward in a consolidated manner all review comments, feedback, and/or requested/suggested revisions to such draft/interim deliverables. The project budget assumes original drafting of each deliverable and one consolidated revision upon receipt of compiled comments from the City's Project Director. Only minor revisions will be made following adoption of the plan to produce a final plan document. Substantive revisions after adoption may require additional services depending on their nature and the current budget status.

End of Scope of Services

PART 2 – BASIS OF COMPENSATION

Halff Associates will provide labor and personnel to perform the Basic Services outlined in Exhibit “A” on a lump sum basis for a not to exceed budget of \$125,290.⁰⁰. Fees for services will be billed on a monthly basis, based on the percentage of work completed. The base scope of work includes:

Tomball Comprehensive Plan	
Base Services	
Phase 1 - Project Initiation & Management	\$4,720
Phase 2 - Existing Conditions & Assessment	\$23,520
Phase 3 - Public Engagement	\$35,540
Phase 4 - Vision and Goals	\$4,480
Phase 5 - Future Tomball / Recommendations	\$43,680
Phase 6 - Adoption	\$12,600
Budget for All Phases (1 Through 6)	\$124,540
Direct Expenses (travel, on-site, and other direct expenses)	\$750
Estimated Total Project Cost - Base Services	\$125,290

PART 3 – ANTICIPATED SCHEDULE FOR COMPLETION

Schedule for Completion of the Planning Effort – Halff Associates will perform the Basic Services outlined in Exhibit “A” within 12 calendar months from the date of the City’s Notice to Proceed.

DATE (MM/DD/YYYY)

11/30/2017

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

CONTACT Candy Goehring
NAME:
PHONE (A/C, No, Ext): (972) 581-4915
FAX (A/C, No): (972) 581-4916
E-MAIL
ADDRESS: cgoehring@bellgroup.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Valley Forge Ins. Co	20508
INSURER B : National Fire Ins. Co.	20478
INSURER C : Amer. Casualty Co of ReadingPA	20427
INSURER D :	
INSURER E :	
INSURER F :	

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

NSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	X COMMERCIAL GENERAL LIABILITY					
	CLAIMS-MADE ☒ OCCUR		6049909053	07/12/2017	07/12/2018	EACH OCCURRENCE \$ 1,000,000
						DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000
						MED EXP (Any one person) \$ 15,000
						PERSONAL & ADV INJURY \$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					GENERAL AGGREGATE \$ 2,000,000
	POLICY ☒ PROJECT ☐ LOC					PRODUCTS - COM/OP AGG \$ 2,000,000
	OTHER:					\$
B	AUTOMOBILE LIABILITY					
	☒ ANY AUTO OWNED AUTOS ONLY		6049909036	07/12/2017	07/12/2018	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	☒ HIRED AUTOS ONLY	☒ SCHEDULED AUTOS				BODILY INJURY (Per person) \$
		☒ NON-OWNED AUTOS ONLY				BODILY INJURY (Per accident) \$
						PROPERTY DAMAGE (Per accident) \$
						\$
	UMBRELLA LIAB	☐ OCCUR				EACH OCCURRENCE \$
	EXCESS LIAB	☐ CLAIMS-MADE				AGGREGATE \$
	DED	RETENTION \$				\$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N ☒ N	6049909067	07/12/2017	07/12/2018	☒ PER STATUTE ☐ OTHER
	If yes, describe under DESCRIPTION OF OPERATIONS below	N/A				E.L. EACH ACCIDENT \$ 1,000,000
						E.L. DISEASE - EA EMPLOYEE \$ 1,000,000
						E.L. DISEASE - POLICY LIMIT \$ 1,000,000

RE: AVO: 033104.000 - Comprehensive Plan Update; City of Tomball is included as additional insured as respects general and auto liability if required by written contract. Waiver of subrogation applies to the same as respects general and auto liability and workers compensation if required by written contract. 30 day notice of cancellation except 10 days non pay

**City of Tomball
Department of Engineering and Planning
Mark A. McClure, P.E.
401 Market Street
Tomball, TX 77375**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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Regular City Council
Agenda Item
Data Sheet

Meeting Date: December 4, 2017

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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