

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



**MONDAY, JULY 6, 2015**

**6:00 P.M.**

**Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, July 6, 2015 at 6:00 P.M., PUBLIC WORKS BUILDING, NOTE: TEMPORARY LOCATION: 501 James Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.**

1.0 Call to Order

2.0 Invocation

- Led by Senior Pastor Rick Brown, ChristBridge Fellowship

3.0 Pledges to U.S. and Texas Flags

4.0 Public Comments and Receipt of Petitions *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may*

*take place on a matter until such matter has been placed on an agenda and posted in accordance with law.]*

5.0 Reports and Announcements

- **Tomball City Pool – 2015 Swim Season - Jerry Matheson Park Pool** will close on September 7, 2015. The pool will be closed every Monday during swim season 2015, except Memorial Day and Labor Day. June 9-August 23, 2015 will be regular weekly days and hours. August 29-September 7, 2015, the pool will open weekends only.
- June 16-July 17, 2015 - **TOMBALL KIDS' CLUB** - Every **Tuesday** and **Friday**, 11:00 a.m.-1:00 p.m., at **Tomball Community Center**, 221 Market Street
- **June 15 through July 30** – Meetings of the **City Council, Planning and Zoning Commission, Board of Adjustments, Tourism Advisory Committee, and Tomball Municipal Court Sessions** will be held at the **Public Works Building, 501 James Street**, due to renovations at City Hall.
- July 11, 2015 – **2nd Saturday at the Depot**
- July 20, 2015 – Budget Workshop – Public Works Building – 5:00 p.m.
- July 20, 2015 – Public Hearing regarding the 2015-2016 Fiscal Year Budget – Public Works Building – 6:00 p.m.
- July 27, 2015 – Public Hearing regarding the 2015-2016 Fiscal Year Budget – Public Works Building – 5:00 p.m.
- August 8, 2015 – **2nd Saturday at the Depot**
- August 29, 2015 – **Texas Music Festival** – 12:00 Noon-6:00 p.m.
- September 12, 2015 – **2nd Saturday at the Depot**
- September 26, 2015 – **5th Annual Bugs, Brew & Barbeque Festival** – 12:00 Noon-6:00 p.m.
- **Walk Tomball!** – Every Saturday at **8:00 a.m.** at the Depot
- Reports by City staff and members of Council about items of community interest on which no action will be taken:
  - Randy Parr/Mike Baxter - Report on the **Tomball 4th of July Celebration and Street Party**
  - George Shackelford - Presentation of the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for the 2014-2015 Budget to the Finance Department

6.0 Approve the Minutes of the June 15, 2015 Regular City Council Meeting.

7.0 Old Business:

- 7.1 Adopt, on Second Reading, Ordinance No. 2015-12, an Ordinance of the City of Tomball, Texas Consenting to the Annexation of a 19.0890-Acre Tract of Land by Harris County Municipal Utility District No. 273; and Making Findings Related Thereto

8.0 New Business:

- 8.1 Approve Request by Victory Baptist Church to Use Meeting Room C,

Community Center, on Wednesdays and Sundays, for an Additional Three to Six Months

- 8.2 Approve Request by Greater Purpose Worship Center to Use Meeting Room A, Community Center, on Sundays, for an Additional Three to Six Months during Renovation of the Church Building at 612 Malone
- 8.3 Approve Resolution No. 2015-14, a Resolution of the City Council of the City of Tomball, Texas, Adopting the Harris County Multi-Hazard Mitigation Plan
- 8.4 Adopt, on First Reading, Ordinance No. 2015-13, an Ordinance of the City of Tomball, Texas Amending the Code of Ordinances of the City by Amending Article I, in General, of Chapter 32, Peddlers and Solicitors, Adding New Definitions of *Mobile*, and *Mobile Food Vendors* to Section 32-1, and Adding a New Section 32-11, Mobile Food Vendors; Providing a Penalty for Violation of Any Part of This Ordinance in an Amount not to exceed \$2,000.00 per Violation with Each Day Constituting a Separate Violation; Providing for Severability; and Making Other Findings related Hereto
- 8.5 Approve the following plats as recommended by the Planning and Zoning Commission:
- **JTS Subdivision:** Being a subdivision of 6.4411 acres of land situated in the John M. Hooper Survey, Abstract Number 375, of Harris County, Texas, and being out of and part of a called 6.598 acres as described in deed recorded in Clerk's File Number S026292 of the Real Property Records of Harris County, Texas.
  - **Willowcreek Ranch Sec 7:** Being a Subdivision of 54.51 acres in the Holderrieth and Doughtie Survey, A-1702, The I. & G.N. R.R. Survey, A-952, The M.B. Jones and G.M. Cone Survey, Cert. No. M-22952 and the William Biggio Survey, Cert. No. M-22954, in Harris County, Texas.
  - **Stanolind Fire Station:** A 2.2277 acre tract of land being out of a called 28.25 acre tract recorded under Harris County Clerk's File No. Y532630 in the Joseph Miller Survey, Abstract No. 50 City of Tomball ETJ, Harris County, Texas.
- 8.6 Award Contract for Project No. 2015-07 (Asphalt and Concrete Street Improvements), in the amount of \$257,125.56, to Low Bidder, AAA Asphalt Paving, Inc.

9.0 Adjournment

### CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 2nd day of July 2015 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](http://www.ci.tomball.tx.us).

# Regular City Council Agenda Item Data Sheet

Meeting Date: July 6, 2015

**Topic:**

- Led by Senior Pastor Rick Brown, ChristBridge Fellowship

**Background:**

**Origination:**

**Recommendation:**

**Funding:**

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

| ACTION TAKEN                                             |                                                                                   |       |
|----------------------------------------------------------|-----------------------------------------------------------------------------------|-------|
| APPROVAL                                                 | READINGS PASSED                                                                   | OTHER |
| <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> 1 <sup>ST</sup> <input type="checkbox"/> 2 <sup>ND</sup> |       |

# Regular City Council

## Agenda Item

Meeting Date: July 6, 2015

## Data Sheet

### Topic:

- **Tomball City Pool – 2015 Swim Season - Jerry Matheson Park Pool** will close on September 7, 2015. The pool will be closed every Monday during swim season 2015, except Memorial Day and Labor Day. June 9-August 23, 2015 will be regular weekly days and hours. August 29-September 7, 2015, the pool will open weekends only.
- June 16-July 17, 2015 - **TOMBALL KIDS' CLUB** - Every **Tuesday** and **Friday**, 11:00 a.m.-1:00 p.m., at **Tomball Community Center**, 221 Market Street
- **June 15 through July 30** – Meetings of the **City Council, Planning and Zoning Commission, Board of Adjustments, Tourism Advisory Committee**, and **Tomball Municipal Court Sessions** will be held at the **Public Works Building, 501 James Street**, due to renovations at City Hall.
- July 11, 2015 – **2nd Saturday at the Depot**
- July 20, 2015 – Budget Workshop – Public Works Building – 5:00 p.m.
- July 20, 2015 – Public Hearing regarding the 2015-2016 Fiscal Year Budget – Public Works Building – 6:00 p.m.
- July 27, 2015 – Public Hearing regarding the 2015-2016 Fiscal Year Budget – Public Works Building – 5:00 p.m.
- August 8, 2015 – **2nd Saturday at the Depot**
- August 29, 2015 – **Texas Music Festival** – 12:00 Noon-6:00 p.m.
- September 12, 2015 – **2nd Saturday at the Depot**
- September 26, 2015 – **5th Annual Bugs, Brew & Barbeque Festival** – 12:00 Noon-6:00 p.m.
- **Walk Tomball!** – Every Saturday at **8:00 a.m.** at the Depot
- Reports by City staff and members of Council about items of community interest on which no action will be taken:
  - Randy Parr/Mike Baxter - Report on the **Tomball 4th of July Celebration and Street Party**
  - George Shackelford - Presentation of the Government Finance Officers Association (GFOA) Distinguished Budget Presentation Award for the 2014-2015 Budget to the Finance Department

### Background:

### Origination:

Various

### Recommendation:

N/A

### Funding:

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

City Secretary

| ACTION TAKEN                                                         |                                                                                                      |       |
|----------------------------------------------------------------------|------------------------------------------------------------------------------------------------------|-------|
| APPROVAL<br><input type="checkbox"/> YES <input type="checkbox"/> NO | READINGS PASSED<br><input type="checkbox"/> 1 <sup>ST</sup> <input type="checkbox"/> 2 <sup>ND</sup> | OTHER |

# Regular City Council Agenda Item Data Sheet

Meeting Date: July 6, 2015

**Topic:**

Approve the Minutes of the June 15, 2015 Regular City Council Meeting.

**Background:**

**Origination:**

City Secretary

**Recommendation:**

N/A

**Funding:**

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

City Secretary

| ACTION TAKEN                                             |                                                                                   |       |
|----------------------------------------------------------|-----------------------------------------------------------------------------------|-------|
| APPROVAL                                                 | READINGS PASSED                                                                   | OTHER |
| <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> 1 <sup>ST</sup> <input type="checkbox"/> 2 <sup>ND</sup> |       |

**ATTACHMENTS:**

Draft Minutes - June 15, 2015 Regular City Council Meeting

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



**MONDAY, JUNE 15, 2015**

**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 Townsend  
Councilman Hudgens  
Councilman Degges  
Councilman Stoll

Excused absence:

Councilman Klein Quinn

Others present:

City Manager – George Shackelford  
Assistant City Manager – Robert Hauck  
City Secretary – Doris Speer  
City Attorney – Loren Smith  
Police Chief – Billy Tidwell  
Fire Chief – Randy Parr  
Marketing Director – Mike Baxter  
Finance Director – Glenn Windsor  
Public Works Director – David Esquivel  
Director of Community Development – Craig Meyers  
City Engineer – Lori Lakatos  
City Planner – Harold Ellis  
Fire Marshal – Doug Sanguedolce  
Community Events Coordinator – Denise Fiore  
Police Detective – Kenneth Yoho  
Executive Director-TEDC – Kelly Violette  
Chief-NWEMS – Brian Bayani

2.0 The invocation was led by Pastor Ryan Warren, The Woodlands Church-Tomball.

3.0 The pledges to U. S. and Texas Flags were led by Robert Hauck.

4.0 The following public comment was received:

Linda Wrentz - Expressed her appreciation of WCA's service  
31203 Antonia Lane, 77375 in removing a large amount of debris from her  
property.

5.0 Reports and Announcements:

- **Tomball City Pool – 2015 Swim Season - Jerry Matheson Park Pool** will close on September 7, 2015. The pool will be closed every Monday during swim season 2015, except Memorial Day and Labor Day. June 9-August 23, 2015 will be regular weekly days and hours. August 29-September 7, 2015, the pool will open weekends only.
- June 16-July 17, 2015 – ***TOMBALL KIDS' CLUB – Every Tuesday and Friday, 11:00 a.m.-1:00 p.m., at Tomball Community Center, 221 Market Street***
- June 25, 2015 – **7th Annual Economic Outlook Luncheon** – sponsored by the **Tomball Economic Development Corporation at Lone Star College-Tomball – 11:30 a.m.-1:30 p.m.**
- ***June 15 through July 30*** – Meetings of the ***City Council, Planning and Zoning Commission, Board of Adjustments, Tourism Advisory Committee, and Tomball Municipal Court Sessions*** will be held at the ***Public Works Building, 501 James Street***, due to renovations at City Hall.
- July 4, 2015 – **Tomball 4<sup>th</sup> of July Celebration and Street Party – 5:00 p.m.-10:30 p.m.**
- July 6, 2015 – Budget Workshop – Public Works Building – 4:00 p.m.
- July 11, 2015 – **2nd Saturday at the Depot**
- July 20, 2015 – Budget Workshop – Public Works Building – 5:00 p.m.
- August 8, 2015 – **2nd Saturday at the Depot**
- August 29, 2015 – **Texas Music Festival – 12:00 Noon-6:00 p.m.**
- September 12, 2015 – **2nd Saturday at the Depot**
- September 26, 2015 – **5th Annual Bugs, Brew & Barbeque Festival – 12:00 Noon-6:00 p.m.**
- ***Walk Tomball!*** – Every Saturday at **8:00 a.m.** at the Depot
- Reports by City staff and members of Council about items of community interest on which no action will be taken.

6.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of the June 1, 2015 Regular City Council Meeting.

Motion carried unanimously.

7.0 Old Business:

- 7.1 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on Second Reading, Resolution No. 2015-12-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 WhiteWater Express, to make direct incentives to, or expenditures for, assistance with infrastructure costs for the promotion of new or expanded business enterprise related to the construction of a new commercial facility to be located on a 0.86 acre tract of land at 14614 FM 2920, Tomball, Texas 77377. The estimated amount of expenditures for such Project is \$19,680.00.

Motion carried unanimously.

8.0 New Business:

- 8.1 Motion was made by Councilman Townsend, second by Councilman Stoll, to reappoint Gretchen Fagan, Chad Degges, and Steven Vaughan to their respective positions on the Tomball Economic Development Corporation Board of Directors.

Motion carried unanimously.

- 8.2 Motion was made by Councilman Degges, second by Councilman Townsend, to approve the Tax Abatement Agreement between City of Tomball and Packers Plus Energy Services (USA), Inc. for Phase I Improvements to be Constructed in Tax Abatement Reinvestment Zone No. 5.

Motion carried unanimously.

- 8.3 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Tax Abatement Agreement between City of Tomball and Packers Plus Energy Services (USA), Inc. for Phase II Improvements to be Constructed in Tax Abatement Reinvestment Zone No. 5.

Motion carried unanimously.

- 8.4 Motion was made by Councilman Degges, second by Councilman Stoll, to approve the Tax Abatement Agreement between City of Tomball and Packers Plus Energy Services (USA), Inc. for Phase III Improvements to be Constructed in Tax Abatement Reinvestment Zone No. 5.

Motion carried unanimously.

- 8.5 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Development Agreement for Construction of Public Improvements within Tomball Industrial Park, LP, in the Amount not to exceed \$40,550.00.

Motion carried unanimously.

- 8.6 Motion was made by Councilman Townsend, second by Councilman Degges, to approve Resolution No. 2015-13, a Resolution of the City Council of the City of Tomball, Texas, Approving Request by Iglesia Taller del Alfarero (The Potter's Workshop) for City Support/Co-Sponsorship to Conduct a Prayer March/Walk on FM 2920/Main Street on Saturday, July 11, 2015, from 9:00 a.m. to 12:00 p.m.

Motion carried unanimously.

- 8.7 Motion was made by Councilman Townsend, second by Councilman Degges, to approve the Request by The Woodlands Church Tomball Campus (at Concordia Lutheran High School) to block off the Depot Area for the Annual Tomball Family Fest, to be held on Saturday, August 22, 2015 and for In-Kind Services.

Motion carried unanimously.

- 8.8 Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2015-12 by caption only on first reading.

Motion carried unanimously.

Motion was made by Councilman Stoll, second by Councilman Townsend, to adopt, on First Reading, Ordinance No. 2015-12, an Ordinance of the City of Tomball, Texas Consenting to the Annexation of a 19.0890-Acre Tract of Land by Harris County Municipal Utility District No. 273; and Making Findings Related Thereto. Vote was as follows:

|                        |               |
|------------------------|---------------|
| Councilman Hudgens     | <u>Aye</u>    |
| Councilman Stoll       | <u>Aye</u>    |
| Councilman Degges      | <u>Aye</u>    |
| Councilman Townsend    | <u>Aye</u>    |
| Councilman Klein Quinn | <u>Absent</u> |

Motion carried unanimously.

Councilman Townsend requested an update on proposed changes to the mobile food vendor ordinance and discussion of a possible expansion of the splash pad at a future Council meeting.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 6th day of July 2015.

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Doris Speer, TRMC, CMC  
City Secretary

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Gretchen Fagan  
Mayor

# Regular City Council

## Agenda Item

Meeting Date: July 6, 2015

## Data Sheet

### Topic:

Adopt, on Second Reading, Ordinance No. 2015-12, an Ordinance of the City of Tomball, Texas Consenting to the Annexation of a 19.0890-Acre Tract of Land by Harris County Municipal Utility District No. 273; and Making Findings Related Thereto

### Background:

Angie Lutz, Allen Boone Humphries Robinson, LLP, representing Harris County Municipal Utility District No. 273, has requested that, pursuant to the Development Agreement, the City adopt an ordinance consenting to the annexation of the Pete Terpstra tract by the District, effective April 9, 2015, the date that the District adopted the Order Adding Land to the District.

### Origination:

Angie Lutz, Partner, Allen Boone Humphries Robinson, LLP

### Recommendation:

Adopt Ordinance No. 2015-12 on Second Reading

### Funding:

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

City Secretary

| ACTION TAKEN                                             |                                                                                   |       |
|----------------------------------------------------------|-----------------------------------------------------------------------------------|-------|
| APPROVAL                                                 | READINGS PASSED                                                                   | OTHER |
| <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> 1 <sup>ST</sup> <input type="checkbox"/> 2 <sup>ND</sup> |       |

### ATTACHMENTS:

Ordinance No. 2015-12

**ORDINANCE NO. 2015-12**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS CONSENTING TO THE ANNEXATION OF A 19.0890 ACRE TRACT OF LAND BY HARRIS COUNTY MUNICIPAL UTILITY DISTRICT NO. 273; AND MAKING FINDINGS RELATED THERETO.**

\* \* \* \* \*

**WHEREAS**, Peter S. Terpstra, Trustee, and P. S. Terpstra petitioned Harris County Municipal Utility District No. 273 (“MUD 273”) to add the 19.0890 acre tract of land described by metes and bounds in Exhibit “A” attached hereto (the “Land”); and

**WHEREAS**, MUD 273 requires the consent of the City of Tomball, Texas to add the Land to MUD 273; and

**WHEREAS**, the City of Tomball, Texas desires to consent to the annexation of the Land into the boundaries of MUD 273 effective April 9, 2015; now, therefore:

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

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

**Section 2.** The City Council of the City of Tomball, Texas hereby consents to the annexation of the Land by MUD 273, effective April 9, 2015.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 15TH DAY OF JUNE 2015.

|                        |               |
|------------------------|---------------|
| COUNCILMAN HUDGENS     | <u>AYE</u>    |
| COUNCILMAN STOLL       | <u>AYE</u>    |
| COUNCILMAN DEGGES      | <u>AYE</u>    |
| COUNCILMAN TOWNSEND    | <u>AYE</u>    |
| COUNCILMAN KLEIN QUINN | <u>ABSENT</u> |

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A SPECIAL MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 6TH DAY OF JULY 2015.

|                        |       |
|------------------------|-------|
| COUNCILMAN HUDGENS     | _____ |
| COUNCILMAN STOLL       | _____ |
| COUNCILMAN DEGGES      | _____ |
| COUNCILMAN TOWNSEND    | _____ |
| COUNCILMAN KLEIN QUINN | _____ |

\_\_\_\_\_  
GRETCHEN FAGAN, MAYOR  
City of Tomball

ATTEST:

\_\_\_\_\_  
DORIS SPEER, City Secretary  
City of Tomball

EXHIBIT A

*Thomas Land Surveying*  
Surveying • Planning • Project Management

April 5, 2007

19.0890 Acres

Fieldnotes for 19.0890 acres of land out of the Wilhelm Usener Survey, Abstract No. 820, in Harris County, Texas, consisting of the residue of that certain 19.2528 acre tract of land conveyed to Peter S. Terpstra, Trustee, as described in deed recorded under County Clerk's File No. K910629 of the Real Property Records of Harris County, and the residue of that certain 2.00 acre tract of land conveyed to P. S. Terpstra (1/2 interest) and R. H. Nagy (1/2 interest), as described in deeds recorded under County Clerk's File No(s). J347524 and J347526, respectively, of the said Real Property Records, said 19.0890 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch steel rod found in the North line of Boudreaux Road, based on a 60 foot right-of-way, at the South end of a cut-back line for State Highway No. 249 (right-of-way varies), at the most Southerly Southeast corner of the herein described tract, said point being in the South line of the said 2.00 acre tract, said point also being the Southwest corner of that certain 1.115 acre tract of land conveyed to the State of Texas, as described in deed recorded under County Clerk's File No. N815622 of the said Real Property Records;

Thence, South 87°37'53" West with the North line of said Boudreaux Road and the South line of the said 2.00 acre tract, at 112.01 feet passing the Southwest corner of the said 2.00 acre tract and the most Southerly Southeast corner of the said 19.2528 acre tract, and continuing with the South line of the said 19.2528 acre tract in all, a total distance of 1158.61 feet to a 5/8 inch steel rod with cap set for the Southwest corner of the said 19.2528 acre tract and the herein described tract, said point also being the Southeast corner of that certain 2.272 acre tract of land conveyed to Alton Sargent and wife, Jo Ann Sargent, as described in deed recorded under County Clerk's File No. F787545 of the said Real Property Records, said tract of land also known as Reserve "A" of Boudreaux Estates, Section 3 (an unrecorded subdivision);

Thence, North 02°43'14" West, 737.93 feet with the East line of said Boudreaux Estates, Section 3 and the West line of the said 19.2528 acre tract to a 5/8 inch steel rod found marking the Northwest corner of the said 19.2528 acre tract and the herein described tract, said point being in the East line of Lot 79 of said Boudreaux Estates, Section 3, said point also being the Southwest corner of the residue of that certain 5.0600 acre tract of land conveyed to L. D. Neidigk, et ux and Roy L. Bayne, et ux, as described in deed recorded under County Clerk's File No. M467117 of the said Real Property Records;

Thence, North 87°42'00" East, 1067.62 feet with the South line of the said 5.0600 acre tract and the North line of the said 19.2528 acre tract to an "X" in concrete found in the West line of said State Highway No. 249 marking the Northeast corner of the herein described tract, said point being the Northwest corner of that certain 1.055 acre tract of land conveyed to the State of Texas, as described in deed recorded under County Clerk's File No. N815624 of the said Real Property Records, said point also being in the arc of a non-tangent curve to the right, having a radius of 2849.79 feet and a central angle of 01°33'06";

Thence, in a Southerly direction, with the West line of said State Highway No. 249, and with the said curve to the right having a radius of 2849.79 feet (chord bearing South 12°29'30" East, 77.18 feet), an arc distance of 77.18 feet to a 5/8 inch steel rod with aluminum (TxDOT) cap found at a point of tangency;

14340 Torrey Chase Blvd., Suite 270 • Houston, Texas 77014  
(281) 440-7730 • Fax (281) 440-7737  
[www.thomaslandsurveying.com](http://www.thomaslandsurveying.com)

19.0890 Acres  
April 5, 2007  
Page 2

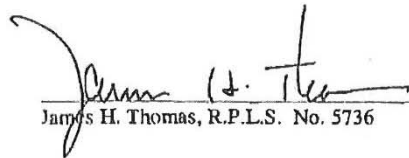
Thence, continuing with the West line of said State Highway No. 249, South  $11^{\circ}42'57''$  East, 424.03 feet to a 5/8 inch steel rod with cap set at a point of curve to the left, having a radius of 1542.89 feet and a central angle of  $06^{\circ}39'37''$ ;

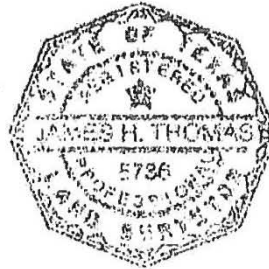
Thence, continuing with the West line of said State Highway No. 249, and with the said curve to the left having a radius of 1542.89 feet (chord bearing  $15^{\circ}02'45''$  East, 179.25 feet), an arc distance of 179.35 feet to a 5/8 inch steel rod found at a point of tangency;

Thence, continuing with the West line of said State Highway No. 249, South  $18^{\circ}22'34''$  East, 26.76 feet to a 5/8 inch steel rod set at the Northerly end of the aforesaid cut-back line for Boudreaux Road, said point being the most Easterly Southeast corner of the herein described tract;

Thence, South  $36^{\circ}32'42''$  West, 53.53 feet with the said cut-back line to the PLACE OF BEGINNING and containing 19.0890 acres or 831,516 square feet of land, more or less.

This description is based on the land title survey and plat (Job No. 07-15204) made under the direction of James H. Thomas, Registered Professional Land Surveyor on April 4, 2007.

  
James H. Thomas, R.P.L.S. No. 5736



Regular City Council  
Agenda Item  
Data Sheet

Meeting Date: July 6, 2015

**Topic:**

Approve Request by Victory Baptist Church to Use Meeting Room C, Community Center, on Wednesdays and Sundays, for an Additional Three to Six Months

**Background:**

**Origination:**

**Recommendation:**

**Funding:**

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

Rosalie Dillon

| ACTION TAKEN                                             |                                                                                   |       |
|----------------------------------------------------------|-----------------------------------------------------------------------------------|-------|
| APPROVAL                                                 | READINGS PASSED                                                                   | OTHER |
| <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> 1 <sup>ST</sup> <input type="checkbox"/> 2 <sup>ND</sup> |       |

# Regular City Council Agenda Item Data Sheet

Meeting Date: July 6, 2015

**Topic:**

Approve Request by Greater Purpose Worship Center to Use Meeting Room A, Community Center, on Sundays, for an Additional Three to Six Months during Renovation of the Church Building at 612 Malone

**Background:**

**Origination:**

**Recommendation:**

**Funding:**

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

| ACTION TAKEN                                             |                                                                                   |       |
|----------------------------------------------------------|-----------------------------------------------------------------------------------|-------|
| APPROVAL                                                 | READINGS PASSED                                                                   | OTHER |
| <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> 1 <sup>ST</sup> <input type="checkbox"/> 2 <sup>ND</sup> |       |

# Regular City Council

## Agenda Item

### Data Sheet

Meeting Date: July 6, 2015

**Topic:**

Approve Resolution No. 2015-14, a Resolution of the City Council of the City of Tomball, Texas, Adopting the Harris County Multi-Hazard Mitigation Plan

**Background:**

Harris County performs a risk assessment of the county and develops a Multi Hazards Mitigation Plan to address the issues identified during the risk assessment. Each local municipality within the county is required to prepare a similar assessment and provide those items to the county to be included in the county-wide plan. The risk assessment is performed by the City Engineer, Lori Lakatos and the Fire Chief/Emergency Management Coordinator, Randy Parr.

Approval of Resolution No. 2015-14 will adopt the bi-annual updates to the Harris County Multi Hazards Mitigation Plan (formerly called All-Hazards), incorporating Tomball-specific items.

**Origination:**

Engineering/Emergency Management

**Recommendation:**

Staff recommends approval

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

Lakatos/Parr

| ACTION TAKEN                                             |                                                                                   |       |
|----------------------------------------------------------|-----------------------------------------------------------------------------------|-------|
| APPROVAL                                                 | READINGS PASSED                                                                   | OTHER |
| <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> 1 <sup>ST</sup> <input type="checkbox"/> 2 <sup>ND</sup> |       |

**ATTACHMENTS:**

Resolution No. 2015-14

**RESOLUTION NO. 2015-14**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS,  
ADOPTING THE HARRIS COUNTY MULTI-HAZARD MITIGATION PLAN.**

\* \* \* \* \*

**WHEREAS**, certain areas of the City of Tomball are subject to periodic flooding, hurricanes and other natural hazards with the potential to cause damages to people properties within the area; and

**WHEREAS**, the City of Tomball desires to prepare and mitigate for such circumstances; and

**WHEREAS**, under the Disaster Mitigation Act of 2000, the United States Federal Emergency Management Agency (FEMA) requires that local jurisdictions have in place a FEMA-approved Hazard Mitigation Action Plan as a condition of receipt of certain future Federal mitigation funding after May 1, 2005; and

**WHEREAS**, Harris County and certain municipalities, in order to meet this requirement, have initiated development of a countywide, multi-jurisdictional Multi-Hazard Mitigation Plan, including the City of Tomball;

**THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS HEREBY:**

Adopts the Harris County Multi-Hazard Mitigation Plan; and Vests the City of Tomball Office of Emergency Management with the responsibility, authority, and the means to:

- (a) Inform all concerned parties of this action.
- (b) Develop an addendum to this Hazard Mitigation Plan if the town's unique situation warrants such an addendum;

Appoints the City of Tomball Office of Emergency Management to assure that the Hazard Mitigation Plan be reviewed at least annually and that any needed adjustment to the City of Tomball addendum to the Hazard Mitigation Plan be developed and presented to the City Council for consideration; and

Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the Hazard Mitigation Plan.

**PASSED, APPROVED, AND ADOPTED on** this the 6<sup>th</sup> day of July 2015.

**City of Tomball**

---

Gretchen Fagan  
Mayor

Attest:

---

Doris Speer  
City Secretary

# Regular City Council

## Agenda Item

### Data Sheet

Meeting Date: July 6, 2015

#### **Topic:**

Adopt, on First Reading, Ordinance No. 2015-13, an Ordinance of the City of Tomball, Texas Amending the Code of Ordinances of the City by Amending Article I, in General, of Chapter 32, Peddlers and Solicitors, Adding New Definitions of *Mobile*, and *Mobile Food Vendors* to Section 32-1, and Adding a New Section 32-11, Mobile Food Vendors; Providing a Penalty for Violation of Any Part of This Ordinance in an Amount not to exceed \$2,000.00 per Violation with Each Day Constituting a Separate Violation; Providing for Severability; and Making Other Findings related Hereto

#### **Background:**

This Ordinance incorporates input provided by City Council regarding possible amendments to Chapter 32 of the Code of Ordinances.

Under the current code of ordinances, the City has licensed several mobile vendors who have become long-term 'semi-mobile' vendors along Main Street. One vendor, in the HEB parking lot, was essentially grandfathered in when the last amendments were adopted for Chapter 32. Peddlers and Solicitors.

Adoption of Ordinance No. 2015-13 will provide definitions of 'mobile', 'mobile food vendor', and 'peddler'. Additionally, the Ordinance will require that mobile food vendors be responsible for the proper disposal of solid waste and waste water in sanitation facilities legally accessed by the mobile food vendor, clean up within a minimum 20-ft. radius of the sales location, prohibit continuous or repetitive music/sounds from the vendor's unit, and require that a mobile food vendor shall not set up/re-locate in the same location, or within 100 yards of the same location, for more than 2 hours total in any 24-hour period.

The amendments would not apply to mobile food vendors at festivals, as these vendors are not licensed by the City Secretary's office. Current mobile vendors would have to meet the new requirements once their existing permits expire.

#### **Origination:**

Council

#### **Recommendation:**

N/A

#### **Funding:**

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

City Secretary

| ACTION TAKEN                                                                |                                                                                                             |              |
|-----------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------|--------------|
| <b>APPROVAL</b><br><input type="checkbox"/> YES <input type="checkbox"/> NO | <b>READINGS PASSED</b><br><input type="checkbox"/> 1 <sup>ST</sup> <input type="checkbox"/> 2 <sup>ND</sup> | <b>OTHER</b> |

**ATTACHMENTS:**

Ordinance No. 2015-13

**ORDINANCE NO. 2015-13**

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING THE CODE OF ORDINANCES OF THE CITY BY AMENDING ARTICLE I, IN GENERAL, OF CHAPTER 32, PEDDLERS AND SOLICITORS, ADDING NEW DEFINITIONS OF *MOBILE*, AND *MOBILE FOOD VENDORS* TO SECTION 32-1, AND ADDING A NEW SECTION 32-11, MOBILE FOOD VENDORS; PROVIDING A PENALTY FOR VIOLATION OF ANY PART OF THIS ORDINANCE IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER VIOLATION WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; PROVIDING FOR SEVERABILITY; AND MAKING OTHER FINDINGS RELATED HERETO.**

\* \* \* \* \*

**WHEREAS**, there are a growing number of food service establishments within the City of Tomball which are not located in permanent structures; and

**WHEREAS**, such food service establishments are not required to meet the same regulation as those establishments which are located in a permanent structure; and

**WHEREAS**, the City Council of the City of Tomball finds it in the best interest of the health, safety and welfare of the citizens to establish regulations for these food service establishments; now, therefore,

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

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

**Section 2.** The Code of Ordinances of the City of Tomball, Texas is hereby amended by adding to Section 32-1, Definitions, of Article I, In General, of Chapter 32, Peddlers and Solicitors, the language underscored below as follows:

**“Sec. 32-1. - Definitions.**

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

Mobile shall mean the state of being in active, but not necessarily continuous, movement.

Mobile Food Vendor shall mean any business which sells food or beverages from a vehicle or structure which is capable of being moved from place to place. The term shall include, but is not limited to:

- (a) Mobile Food Truck: a self-contained motorized unit selling food or beverage items;
- (b) Concessions cart: mobile vending unit that must be moved by non-motorized means; and
- (c) Trailer: a vending unit which capable of being moved when pulled by a motorized unit and has no power to move on its own.

*Peddler* means any person, whether a resident of the city or not, traveling from house to house, or from street to street, for the purpose of selling or soliciting for sale, goods, wares, merchandise or services, other than agricultural products produced or processed in the state; and also means and includes any person transacting a temporary business within the city at an established place of business. The term "peddler" includes the terms "solicitor," "transient or itinerant merchant or vendor," or "transient or itinerant photographer."

**Section 3.** The Code of Ordinances is further amended by adding to Article I, In General, of Chapter 32, Peddlers and Solicitors, a new Section 32-11, Mobile Food Vendors, to read as follows:

**“Section 32-11. –Mobile Food Vendors.**

The following regulations shall apply to Mobile Food Vendors operating within the City:

- (1) Each unit shall be equipped with a portable trash receptacle, and shall be responsible for the proper disposal of solid waste and waste water in the sanitation facility legally accessed by the Mobile Food Vendor. All disturbed areas must be cleaned following each stop at a minimum of twenty feet (20') of the sales location;
- (2) Continuous or repetitive music or sounds shall not project from the Mobile Food Vendor unit; and

(3) A Mobile Food Vendor shall not be located in the same location, or within 100 yards thereof, for more than two (2) hours total in any twenty-four (24) hour period.”

**Section 4.** Any person who shall intentionally, knowingly, recklessly, or with criminal negligence, violate any provision of this Ordinance, shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2000. Each day of violation shall constitute a separate offense.

**Section 5.** It is the intent of the City that this Ordinance shall comply in all respects with the applicable provisions of the United States Constitution, the Texas Constitution, and the Charter of the City of Tomball. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 6.** This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law and the City’s Home Rule Charter.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF JULY 2015.

|                        |       |
|------------------------|-------|
| COUNCILMAN HUDGENS     | _____ |
| 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 \_\_\_\_ DAY OF  
\_\_\_\_\_ 2015.

|                        |       |
|------------------------|-------|
| COUNCILMAN HUDGENS     | _____ |
| COUNCILMAN STOLL       | _____ |
| COUNCILMAN DEGGES      | _____ |
| COUNCILMAN TOWNSEND    | _____ |
| COUNCILMAN KLEIN QUINN | _____ |

\_\_\_\_\_  
Gretchen Fagan, Mayor

ATTEST:

\_\_\_\_\_  
Doris Speer, City Secretary

# Regular City Council Agenda Item Data Sheet

Meeting Date: July 6, 2015

## **Topic:**

Approve the following plats as recommended by the Planning and Zoning Commission:

- **JTS Subdivision:** Being a subdivision of 6.4411 acres of land situated in the John M. Hooper Survey, Abstract Number 375, of Harris County, Texas, and being out of and part of a called 6.598 acres as described in deed recorded in Clerk's File Number S026292 of the Real Property Records of Harris County, Texas.
- **Willowcreek Ranch Sec 7:** Being a Subdivision of 54.51 acres in the Holderrieth and Doughtie Survey, A-1702, The I. & G.N. R.R. Survey, A-952, The M.B. Jones and G.M. Cone Survey, Cert. No. M-22952 and the William Biggio Survey, Cert. No. M-22954, in Harris County, Texas.
- **Stanolind Fire Station:** A 2.2277 acre tract of land being out of a called 28.25 acre tract recorded under Harris County Clerk's File No. Y532630 in the Joseph Miller Survey, Abstract No. 50 City of Tomball ETJ, Harris County, Texas.

## **Background:**

On Monday, June 8, 2015 the Planning and Zoning Commission unanimously voted to recommend approval of JTS Subdivision and Willowcreek Ranch Sec 7, with contingencies.

On Monday, April 14, 2014 the Planning and Zoning Commission unanimously voted to recommend approval of Stanolind Fire Station.

The plats have since been corrected and are being presented to City Council for approval.

## **Origination:**

## **Recommendation:**

Approval

## **Funding:**

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

Community Development Department, Engineering Division

| ACTION TAKEN                                             |                                                                                   |       |
|----------------------------------------------------------|-----------------------------------------------------------------------------------|-------|
| APPROVAL                                                 | READINGS PASSED                                                                   | OTHER |
| <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> 1 <sup>ST</sup> <input type="checkbox"/> 2 <sup>ND</sup> |       |

**ATTACHMENTS:**

JTS Subdivision Plat  
Willowcreek Ranch Sec 7 Plat  
Stanolind Fire Station Plat

FINAL PLAT OF  
JTS SUBDIVISION

Being a subdivision of 6.4411 acres of land situated in the John M. Hooper Survey, Abstract Number 375, of Harris County, Texas, and being out of and part of a called 6.598 acres as described in deed recorded in Clerk's File Number S026292 of the Real Property Records of Harris County, Texas.

3 LOTS, 1 BLOCK

| CURVE | DELTA ANGLE | RADIUS   | ARC LENGTH | TANGENT | CHORD LENGTH | CHORD BEARING |
|-------|-------------|----------|------------|---------|--------------|---------------|
| C1    | 02°06'44" E | 3289.04' | 121.25'    | 60.62'  | 121.24'      | S 25°10'07" E |
| C2    | 01°14'43" E | 3449.04' | 74.96'     | 37.48'  | 74.96'       | S 26°13'10" E |

| LINE | BEARING       | DISTANCE |
|------|---------------|----------|
| L1   | S 58°19'43" E | 49.54'   |
| L2   | S 26°10'49" E | 33.74'   |
| L3   | S 15°22'35" E | 1.24'    |
| L4   | N 57°59'38" W | 6.23'    |
| L5   | N 04°10'19" W | 236.74'  |

THE STATE OF TEXAS

COUNTY OF HARRIS

We, JTS Development, LTD, a Texas limited partnership, acting by and through JEFF STALLONES, its general partner, being officer of JTS Development, LTD, owners hereinafter referred to as owners of the 2.6409 acre tract described in the above and foregoing plat of JTS SUBDIVISION, do hereby make and establish said subdivision of said property according to all liens, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, watercourses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, owners have dedicated and by these presents does dedicate to the use of the public for public utility purposes forever an unobstructed aerial easement five feet (5') in width from a plane twenty feet (20') above the ground level upward, located adjacent to all public utility easements shown hereon.

FURTHER, owners do hereby dedicate to the public a strip of land fifteen feet (15') wide on each side of the center line of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage courses located and depicted upon in said plat, as easements for drainage purposes, giving the City of Tomball, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting, and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement, except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, JTS Development, LTD, has caused these presents to be signed by Jeff Stallones, its general partner, thereunto authorized, this 23rd day of JUNE, 2015.

JTS Development, LTD

By: Jeff Stallones  
Jeff Stallones, its General Partner

THE STATE OF TEXAS

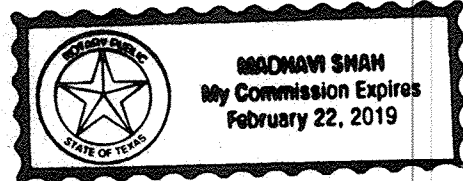
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Stallones, General Partner of JTS Development, LTD, 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 considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 23rd day of June, 2015.

Notary Public in and for the State of Texas

My Commission Expires: 2/22/19



Harris County Clerk Certificate of Filing:

I, Stan Stanart, County Clerk of Harris County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on \_\_\_\_\_, 2015, at \_\_\_\_\_ o'clock \_\_\_\_\_M., and duly recorded on \_\_\_\_\_, 2015, at \_\_\_\_\_ o'clock \_\_\_\_\_M., and at Film Code No. \_\_\_\_\_ of the Map Records of Harris County for said County.

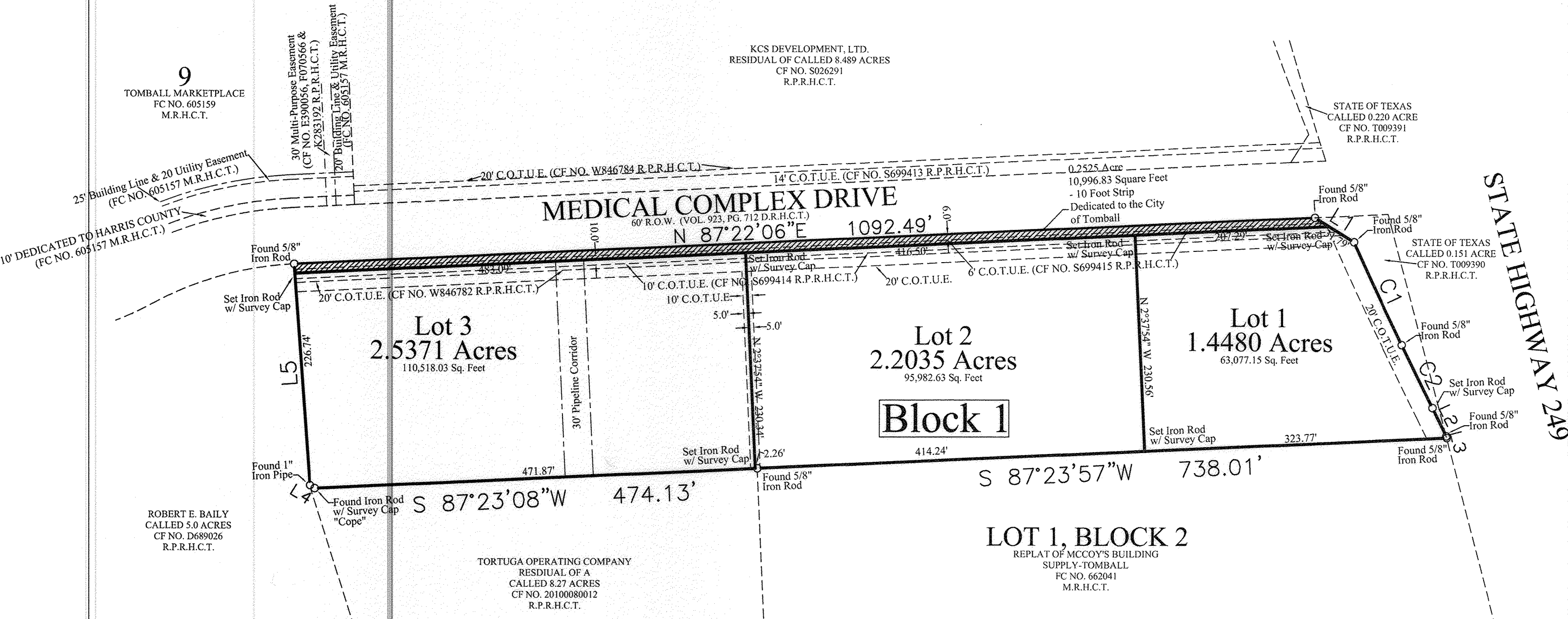
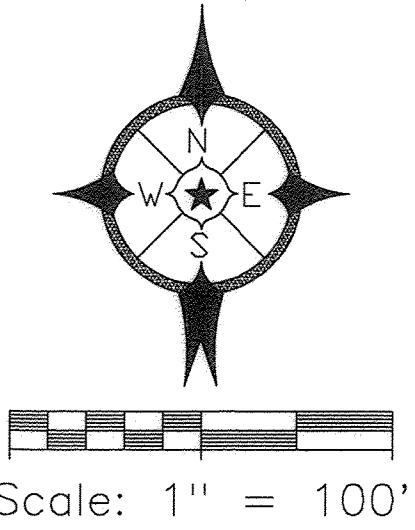
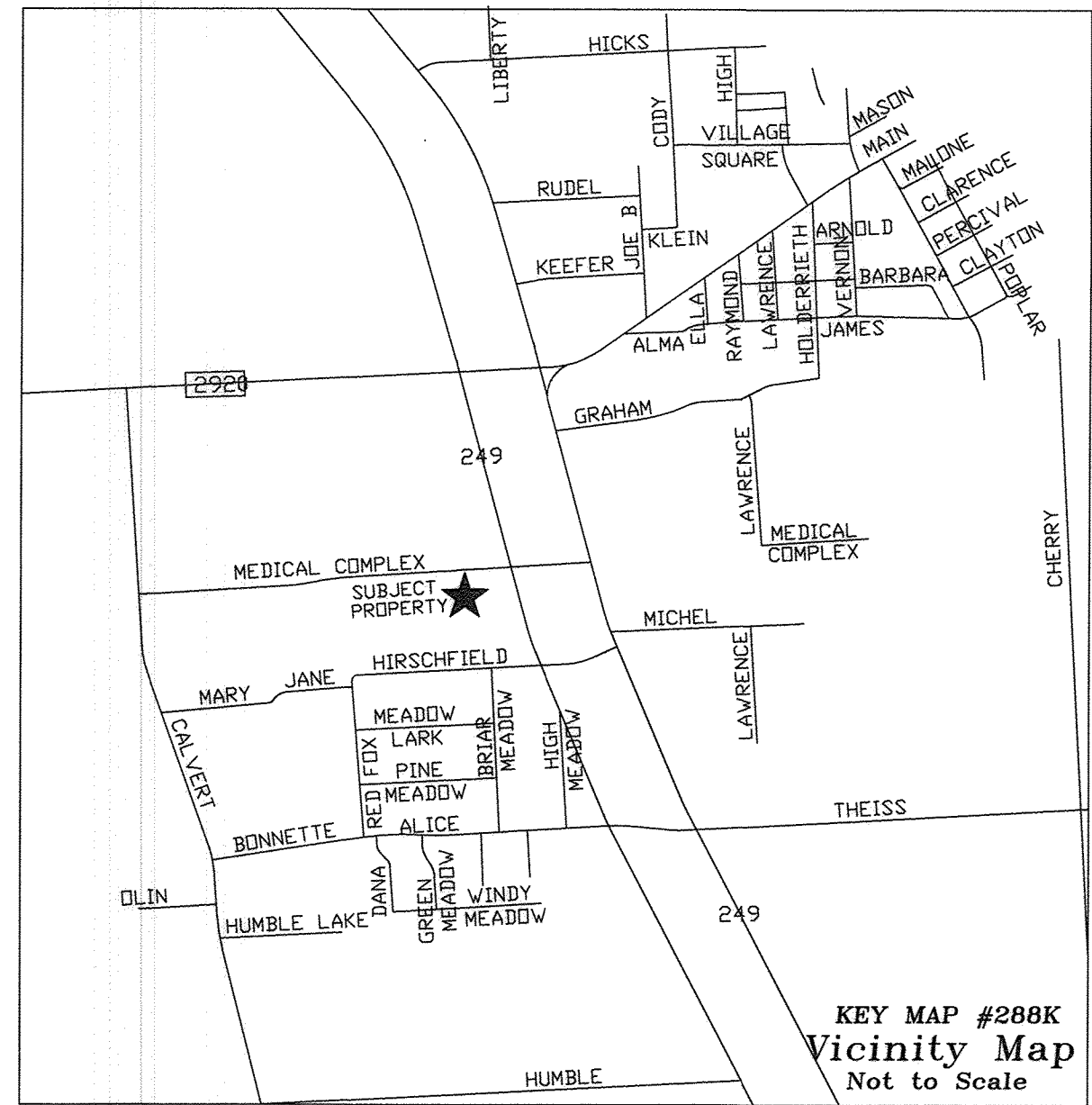
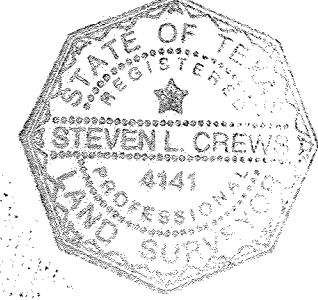
Witness my hand and seal of office, at Houston, the day and date last above written.

Stan Stanart  
County Clerk  
of Harris County, Texas

By: \_\_\_\_\_  
Deputy

I, Steven L. Crews, am authorized under the laws of the State Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature, and other points of reference not found have been marked with iron rods having an outside diameter of not less than three-quarter inch (3/4") and a length of not less than three feet (3'); and that the plat boundary corners have been tied to the nearest survey corner.

Steven L. Crews  
Texas Registration Number 4141



Notes:  
Public Easements:  
Public easements denoted on this plat are hereby dedicated to the public forever. Any public utility, including the City of Tomball, shall have the right at all times, of ingress and egress, to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity of any time of procuring the permission of the property owner. Any public utility, including the City of Tomball, shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any easements shown on this plat. Neither the City of Tomball nor any other public utility shall be responsible for any damages to property within an easement arising out of the removal or relocation of any obstruction in the public easement.  
Flood Information:  
According to FEMA Firm Panel No. 48201C0210-L (Effective Date June 18, 2007), this property is in Zone "X" and is not in the 0.2% Annual Chance Flood Plain.  
Note #1:  
All oil/gas pipelines or pipeline easements with ownership through the subdivision have been shown.  
Note #2:  
All oil/gas wells with ownership (plugged, abandoned, and/or active) through the subdivision have been shown.  
Note #3:  
No building or structure shall be constructed across any pipelines, building lines, and/or easements. Building setback lines will be required adjacent to oil/gas pipelines. The setbacks at a minimum should be 15 feet off centerline of low pressure gas lines, and 30 feet off centerline of high pressure gas lines.  
Note #4:  
This plat does not attempt to amend or remove any valid restrictions or covenants.  
Note #5:  
The building lines shown on this plat shall be in addition to, and shall not replace, any building lines by the City of Tomball Code of Ordinances at the time of the development of this property.

M.R.H.C.T. = MAP RECORDS OF HARRIS COUNTY TEXAS  
R.P.R.H.C.T. = REAL PROPERTY RECORDS OF HARRIS COUNTY TEXAS  
B.L. = BUILDING LINE  
C.O.T.U.E. = UTILITY EASEMENT DEDICATED TO THE CITY OF TOMBALL  
BL = BUILDING LINE  
VOL. = VOLUME  
PG. = PAGE  
CF NO. = CLERK'S FILE NUMBER  
FC NO. = FILM CODE NUMBER

This is to certify that the Planning and Zoning Commission of the City of Tomball, Texas, has approved this plat and subdivision of JTS SUBDIVISION in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorized the recording of this plat this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: Barbara Tague  
Chairman

By: Darrell Roquemore  
Vice Chairman

We, the City Manager and the City Engineer for the City of Tomball, do hereby certify that this plat complies with the City of Tomball ordinance.

George Shackelford, City Manager

Lark Lakatos, P.E.,  
City Engineer

This is to certify that the City accepts the Planning & Zoning Commission's authorized approval and acceptance of all dedicated public easements in conformance with the laws of the State of Texas the ordinance of the City of Tomball as shown hereon and authorized the recording of this plat this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

By: Gretchen Fagan, Mayor

Doris Speer, City Secretary

Surveyor:  
C & C Surveying Inc.  
7424 FM 1488, Suite A Magnolia, Texas 77354  
Office: 281-356-5172 Fax: 281-356-1935

Owner:  
JTS DEVELOPMENT, LTD.  
46 Palmer Crest  
Spring, Texas 77381  
713-899-4710

June 2015  
Sheet 1 of 1



A 2.2277 acre (97,039.20 square foot) tract of land being out of a called 28.25 acre tract of land described in a deed from BP Pipelines (North America) Inc. to TEPPCO Crude Pipeline, L.P., as recorded under Harris County Clerk's File Number Y562630, in the Joseph Miller Survey, Abstract Number 50, Harris County, Texas, said 2.2277 acre tract being more particularly described as follows (bearings based on the Texas State Plane Coordinate System, South Central Zone, NAD83):

**THENCE**, North 02 degrees 38 minutes 33 seconds West, with the easterly line of said called 28.25 acre tract and along the described centerline of said Stanolind Road, a distance of 326.83 feet to a PK Nail found for the southeast corner and **POINT OF BEGINNING** of hereof;

**THENCE**, North 04 degrees 51 minutes 06 seconds West, a distance of 364.63 feet to a 1/2-inch iron rod with "Gullet & Assoc." cap found in the south line of a called 0.928 acre tract of land (Tract II) described in a deed to Richard Earl Eggleston and Meredith Moore, as recorded under Harris County Clerk's File Number U891936, for the northwest corner hereof;

**THENCE**, South 02 degrees 38 minutes 33 seconds East, with the easterly line of said called 28.25 acre tract and along the described centerline of said Stanolind Road, a distance of 377.98 feet to a the **POINT OF BEGINNING** and containing a computed area of 2.2277 acre (97,039.20 square foot) of land.

We, **ENTERPRISE CRUDE PIPELINE LLC**, owner, hereinafter referred to as owners of the 2.2277 acre tract described in the above and foregoing plat of **STANOLIND FIRE STATION**, do hereby make and establish said subdivision of said property according to all liens, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, watercourses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, owner do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters square feet (18-inch diameter) with culverts or bridges to be provided for all private driveways or walkways crossing such drainage facilities.

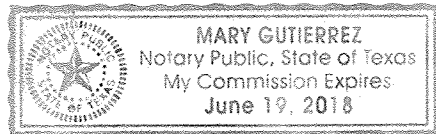
FURTHER, Owners do hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting and other obstructions to the operations and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement except by means of an approved drainage structure.

FURTHER, Owners certify and covenant that they have complied with or will comply with existing Harris County Road Law, Section 31-C as amended by Chapter 614, Acts of 1973, 63rd Legislature and all other regulations heretofore on file with the Harris County Engineer and adopted by the Commissioners' Court of Harris County.

ATTEST:

By: Wendi S. Bickett  
NAME: Wendi S. Bickett  
TITLE: Assistant Secretary

BEFORE ME, the undersigned authority, personally appeared Leonard W. Mallett, Group Senior Vice President of ENTERPRISE CRUDE GP LLC, sole manager of ENTERPRISE CRUDE PIPELINE LLC, whose name is subscribed to the foregoing instrument and acknowledged to me that he executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said ENTERPRISE CRUDE GP LLC, sole manager of ENTERPRISE CRUDE PIPELINE LLC.



1. All oil/gas pipelines or pipeline easements with ownership through the subdivision have been shown to the best knowledge and belief of the Surveyor.
2. All oil/gas wells with ownership (plugged, abandoned, and/or active) through the subdivision have been shown to the best knowledge and belief of the Surveyor.
3. No building or structure shall be constructed across any pipelines, building lines, and / or easements. Building setback lines will be required adjacent to oil/gas pipelines. The setbacks at a minimum should be 15 feet off centerline of low pressure gas lines, and 30 feet off centerline of high pressure gas lines.
4. This plat does not attempt to remove any valid restrictions or covenants.
5. The building lines shown on this plat shall be in addition to, and shall not limit or replace, any building lines required by the City of Tomball Code of Ordinances at the time of the development of the property.
6. All visible easements and easements of record as reflected on title commitment from Stewart Title Guaranty Company, File No.: 1320174350, issued February 19, 2014, are shown hereon.
7. Bearings shown hereon are based on the Texas State Plane Coordinate System South Central Zone NAD 83.
8. This plat requires compliance with landscaping requirements prior to occupancy of structures as mandated in Regulations of Harris County, Texas for the Approval and Acceptance of Infrastructure.
9. The areas shown hereon have been carried to the number of decimal places required by the City of Tomball, which exceeds the precision prescribed by the Texas Board of Professional Land Surveying.

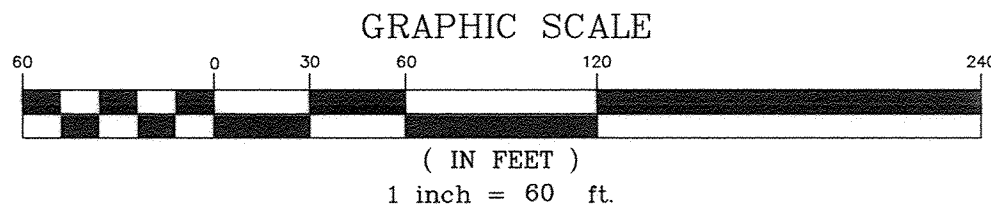
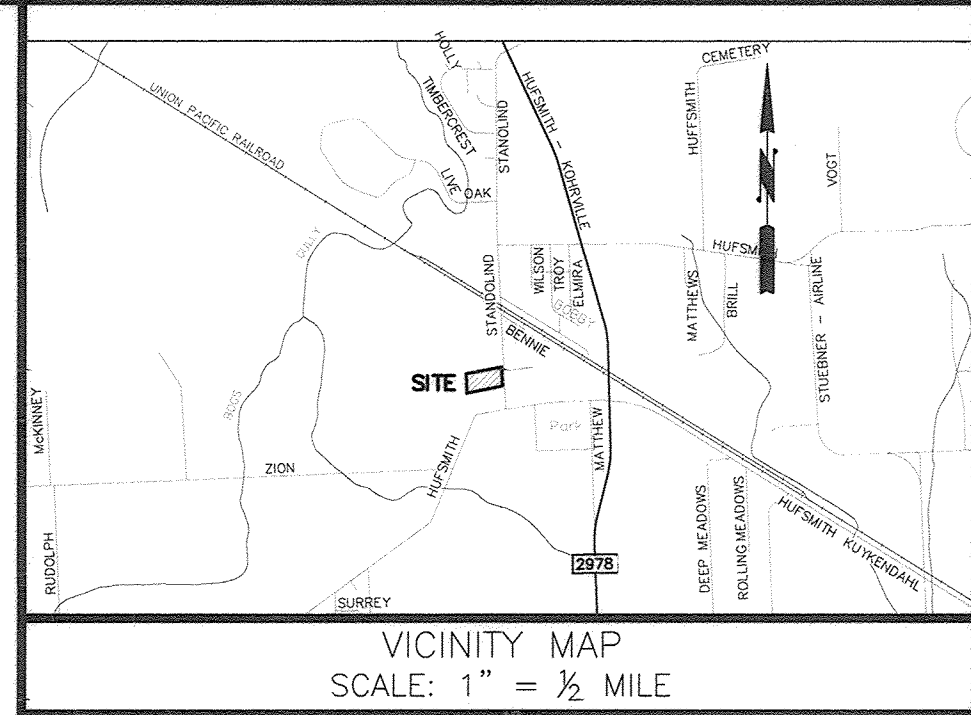
**Flood Information:**

The subject property lies within Zone "X" (unshaded), as per F.E.M.A. Flood Insurance Rate Map No. 48201C0230L, dated June 18, 2007. Zone "X" (unshaded) is defined in this case as "Areas determined to be outside the 0.2% annual chance floodplain". This flood statement does not imply that the property and/or structures thereon will be free from flooding or flood damage. The flood hazard area is subject to change as detailed studies occur and/or as watershed or channel conditions change. This flood statement shall not create liability on the part of this surveyor.

**Public Easements:**

Public easements denoted on this plat are hereby dedicated to the public forever. Any public utility, including the City of Tomball, shall have the right at all times, of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of the property owner. Any public utility, including the City of Tomball, shall have the right to move and keep moved all part of any building, fences, sheds, struts, other growths or improvements that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of the easements shown on this plat. Neither the City of Tomball nor any public utility shall be responsible for replacing any facilities or reimbursing the property owner due to removal or relocation of any obstruction on the public easements.

By: \_\_\_\_\_  
Deputy



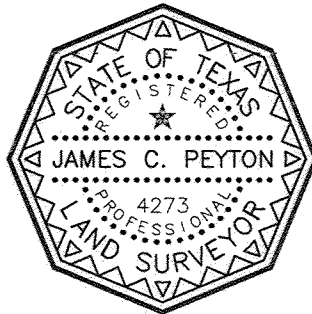
I, Stan Stanart, County Clerk of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on \_\_\_\_\_, 2015, at \_\_\_\_\_ o'clock \_\_\_\_M., and duly recorded on \_\_\_\_\_, 2015, at \_\_\_\_\_ o'clock \_\_\_\_M., and at Film Code No. \_\_\_\_\_ of the Map Records of Harris County for said county.

Witness my hand and seal of office, at Houston, the day and date last above written.

Stan Stanart  
County Clerk  
of Harris County, Texas

By: \_\_\_\_\_  
Deputy

I, James C. Peyton, am authorized by the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature, and other points of reference have been marked with iron rods having an outside diameter of not less than five-eighths (5/8) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the nearest survey corner.



# FINAL PLAT

## STANOLIND FIRE STATION

A 2.2277 ACRE TRACT OF LAND  
BEING OUT OF A CALLED 28.25 ACRE TRACT RECORDED  
UNDER HARRIS COUNTY CLERK'S FILE NO. Y532630  
IN THE JOSEPH MILLER SURVEY, ABSTRACT NO. 50  
CITY OF TOMBALL ETJ, HARRIS COUNTY, TEXAS

OWNER: SURVEYOR / ENGINEER:

Enterprise Crude Pipeline LLC  
1021 Main Street #1150  
Houston, TX 77002  
Phone: (713) 533-4019

**CLR, Inc.** TBPE Firm Reg. No. 275  
TBPLS Firm No. 10038900

---

**Engineers • Surveyors • GIS**  
19530 FM-362, Waller, Texas 77484  
Phone: (713) 462-0993 Fax: (713) 462-2732

1 LOT

SCALE: 1"=60'

JANUARY, 2015

SHEET 1 OF 1

# Regular City Council

## Agenda Item

### Data Sheet

Meeting Date: July 6, 2015

#### Topic:

Award Contract for Project No. 2015-07 (Asphalt and Concrete Street Improvements), in the amount of \$257,125.56, to Low Bidder, AAA Asphalt Paving, Inc.

#### Background:

Staff advertised and received bids following the policies and rules for public procurement for the Asphalt and Concrete Street Improvements, project #2015-07. Two bids were received. The low bidder was AAA Asphalt Paving, Inc. Staff reviewed the bids and verified the contractor. AAA Asphalt Paving, Inc. is a prequalified contractor or has done work with Tx Dot, BNSF Railroad, City of Houston and Harris County among others. Staff recommends award to AAA Asphalt Paving, Inc. in the amount of \$257,125.56.

#### Origination:

Public Works

#### Recommendation:

Staff recommends awarding the contract for asphalt and concrete street improvements to the low bidder, AAA asphalt Paving, in the amount of \$257,125.56. This contractor is a prequalified contract or TxDot, the City of Houston and Harris County.

#### Funding: Yes

Account Number: 100-154-6207

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

David Esquivel

| ACTION TAKEN                                             |                                                                                   |       |
|----------------------------------------------------------|-----------------------------------------------------------------------------------|-------|
| APPROVAL                                                 | READINGS PASSED                                                                   | OTHER |
| <input type="checkbox"/> YES <input type="checkbox"/> NO | <input type="checkbox"/> 1 <sup>ST</sup> <input type="checkbox"/> 2 <sup>ND</sup> |       |

#### ATTACHMENTS:

Bid Tabulation

AAA Asphalt Paving, Inc. bid

Forde Construction bid

## REPORT OF OPENING AND TABULATION OF BIDS

|               |               |                     |
|---------------|---------------|---------------------|
| DATE: 6/30/15 | TIME: 2:00 PM | PROJECT NO. 2015-07 |
|---------------|---------------|---------------------|

|          |                                          |
|----------|------------------------------------------|
| PROJECT: | Asphalt and Concrete Street Improvements |
|----------|------------------------------------------|

MEETS ALL BID EQUIREMENTS

| BIDDER                   | ADDRESS                                  | BID*         | YES | NO |
|--------------------------|------------------------------------------|--------------|-----|----|
| AAA Asphalt Paving, Inc. | 10526 Tanner Rd. Houston, TX 77041       | \$257,125.56 | X   |    |
| Forde Construction, Inc. | 6842 Calle Lozano St., Houston, TX 77041 | \$318,068.20 | X   |    |
|                          |                                          |              |     |    |
|                          |                                          |              |     |    |
|                          |                                          |              |     |    |
|                          |                                          |              |     |    |

\*All Prices FOB Tomball

RECOMMENDATION: Public Works staff recommends awarding project contract in the amount of \$257,125.56 to AAA Asphalt Paving, Inc.

DEPT. HEAD SIGNATURE

FUND: GENERAL   X   UTILITY \_\_\_\_\_

FUND ACCOUNT NO.   100-154-6207  

BUDGETED ACCOUNT NO.   100-154-6207  

WITHIN BUDGET: YES   X   NO \_\_\_\_\_

**BID BOND**KNOW ALL BY THESE PRESENTS, That we, AAA Asphalt Paving, Inc.of Houston , Texas

(hereinafter called the Principal), as Principal, and

Merchants Bonding Company (Mutual)

(hereinafter called the Surety),

as Surety, are held and firmly bound unto City Of Tomball(hereinafter called the Obligee) in the penal sum of Five Percent of the Greatest Amount BidDollars (\$ 5% G.A.B. )

for the payment of which the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, That WHEREAS, the Principal has submitted or is about to submit a proposal to the Obligee on a contract for

2015 Asphalt and Concrete Street Improvements 2015-07

NOW, THEREFORE, If the said Contract be timely awarded to the Principal and the Principal shall, within such time as may be specified, enter into the Contract in writing, and give bond, if bond is required, with surety acceptable to the Obligee for the faithful performance of the said Contract, then this obligation shall be void; otherwise to remain in full force and effect.

Signed and sealed this 30th day of June, 2015.AAA Asphalt Paving, Inc.

Principal

By: Michael D. Hoff President

Title

Merchants Bonding Company (Mutual)By Justin McQuain, Attorney-in-Fact

Witness

**MERCHANTS**  
**BONDING COMPANY™**  
**POWER OF ATTORNEY**

Know All Persons By These Presents, that MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., both being corporations duly organized under the laws of the State of Iowa (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint, individually,

Barbara K Sachi; Debra L Buckner; Elaine Lewis; Jeanne M Buchan; Justin McQuain; Keith M Illa;  
Kevin McQuain; Nancy J Portugal; Pamela C Martinson; Rosalyn D Hassell; Scott D Chapman

of The Woodlands and State of Texas their true and lawful Attorney-in-Fact, with full power and authority hereby conferred in their name, place and stead, to sign, execute, acknowledge and deliver in their behalf as surety any and all bonds, undertakings, recognizances or other written obligations in the nature thereof, subject to the limitation that any such instrument shall not exceed the amount of:

**TEN MILLION (\$10,000,000.00) DOLLARS**

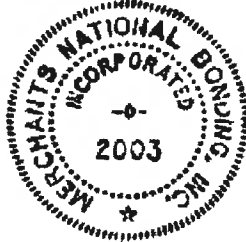
and to bind the Companies thereby as fully and to the same extent as if such bond or undertaking was signed by the duly authorized officers of the Companies, and all the acts of said Attorney-in-Fact, pursuant to the authority herein given, are hereby ratified and confirmed.

This Power-of-Attorney is made and executed pursuant to and by authority of the following By-Laws adopted by the Board of Directors of the Merchants Bonding Company (Mutual) on April 23, 2011 and adopted by the Board of Directors of Merchants National Bonding, Inc., on October 24, 2011.

"The President, Secretary, Treasurer, or any Assistant Treasurer or any Assistant Secretary or any Vice President shall have power and authority to appoint Attorneys-in-Fact, and to authorize them to execute on behalf of the Company, and attach the seal of the Company thereto, bonds and undertakings, recognizances, contracts of indemnity and other writings obligatory in the nature thereof.

The signature of any authorized officer and the seal of the Company may be affixed by facsimile or electronic transmission to any Power of Attorney or Certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually fixed."

In Witness Whereof, the Companies have caused this instrument to be signed and sealed this 5th day of August, 2014.



MERCHANTS BONDING COMPANY (MUTUAL)  
MERCHANTS NATIONAL BONDING, INC.

By

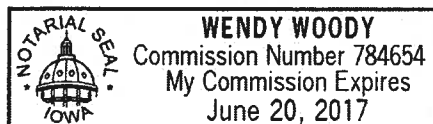
*Larry Taylor*

President

STATE OF IOWA  
COUNTY OF POLK ss.

On this 5th day of August, 2014, before me appeared Larry Taylor, to me personally known, who being by me duly sworn did say that he is President of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC.; and that the seals affixed to the foregoing instrument is the Corporate Seals of the Companies; and that the said instrument was signed and sealed in behalf of the Companies by authority of their respective Boards of Directors.

In Testimony Whereof, I have hereunto set my hand and affixed my Official Seal at the City of Des Moines, Iowa, the day and year first above written.



*Wendy Woody*

Notary Public, Polk County, Iowa

STATE OF IOWA  
COUNTY OF POLK ss.

I, William Warner, Jr., Secretary of the MERCHANTS BONDING COMPANY (MUTUAL) and MERCHANTS NATIONAL BONDING, INC., do hereby certify that the above and foregoing is a true and correct copy of the POWER-OF-ATTORNEY executed by said Companies, which is still in full force and effect and has not been amended or revoked.

In Witness Whereof, I have hereunto set my hand and affixed the seal of the Companies on this 30th day of June, 2015.



*William Warner Jr.*

Secretary



MERCHANTS BONDING COMPANY (MUTUAL) • MERCHANTS NATIONAL BONDING, INC.  
2100 FLEUR DRIVE • DES MOINES, IOWA 50321-1158 • (800) 678-8171 • (515) 243-3854 FAX

## IMPORTANT NOTICE

To obtain information or make a complaint:

You may contact your insurance agent at the telephone number provided by your insurance agent.

You may call Merchants Bonding Company (Mutual) toll-free telephone number for information or to make a complaint at:

**1-800-678-8171**

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

**1-800-252-3439**

You may write the Texas Department of Insurance at:

P. O. Box 149104  
Austin, TX 78714-9104  
Fax: (512) 475-1771  
Web: <http://www.tdi.state.tx.us>  
E-mail: [ConsumerProtection@tdi.texas.gov](mailto:ConsumerProtection@tdi.texas.gov)

**PREMIUM AND CLAIM DISPUTES:** Should you have a dispute concerning your premium or about a claim you should contact the agent first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

**ATTACH THIS NOTICE TO YOUR POLICY:** This notice is for information only and does not become a part or condition of the attached document.

BID LETTER FOR UNIT PRICE CONTRACT

COPY

Ball Texas  
e: 6-30-15  
ject: 2015-07 Asphalt and Concrete Street Improvements

posals of AAA Asphalt Paving (hereinafter called "Bidder") a corporation\*, organized and existing  
er the laws of the state of Texas, a partnership or an individual doing business as Corporation.

City Secretary:

Bidder, in compliance with your invitation for bids for the construction of "Asphalt Overlay Improvements",  
ing examined the bid proposal with related documents and the site of the proposed work, and being familiar with all  
ditions surrounding the construction of the proposed project including the availability of materials and labor, hereby  
poses to furnish all labor, materials, and supplies, and to construct the project in accordance with the special  
ditions, technical specifications and the Master Service Contract, within the time set forth therein, and at the prices  
ed within the schedule of bid items. These prices are to cover all expenses incurred in performing the work required  
er the contract documents, of which this bid proposal is a part.

der hereby agrees to commence work under this contract on or before a date to be specified in writing, "Notice to  
ceed", by the Owner and to fully complete the project within 60 consecutive calendar days thereafter. Bidder  
her agrees to pay as liquidated damages, the sum of \$600.00 for each consecutive calendar day thereafter.

following schedule of bid items and indicated unit prices include all labor, materials, drayage, equipment,  
rhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

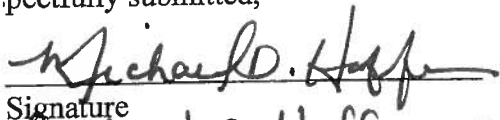
der understands that the owner reserves the right to reject any or all bids, and to waive any informalities in the  
ling.

bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the  
edule closing time for receiving bids.

rike out corporation, partnership, or individual as applicable

on receipt of written notice of the acceptance of this bid, bidder will execute a Master Service Contract and furnish  
a performance and payment bonds and required insurance within 15 days after notice of contract award. Bidders  
id is required to become the property of the Owner in the event the contract and bonds required are not executed  
in the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused  
eby.

pectfully submitted,

  
Signature

Michael D. Hoffman  
Printed Name

10526 Tanner Rd. Houston TX 77041  
Business Address

713-896-7373  
Telephone No.

(SEAL - If bid is by a Corporation)

## 2015- Asphalt and Concrete Street Improvements

| Item | Length & Width | Quantity<br>Square Yards | Item Description                                                                                                                                                                                                                                                                                                                                                                                           | Item Cost           |
|------|----------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1    | 1735' x 21'    | 4,048.33                 | 1-1/2" compacted asphalt overlay of Martens Rd. beginning at the intersection of Zion and extending 1,735' North including 10' of 1-1/2" milled transition at beginning of project limits and 2' of 1-1/2" milled transition to all driveways. Work to include all cleaning, sweeping, application of tack coat per specifications, and compaction of asphalt to approximate 95% Standard Proctor Density. | \$ <u>40,280.88</u> |
| 2    | 78' Diameter   | 530.89                   | 1-1/2" compacted asphalt overlay of the cul-de-sac on Martens Rd. Work to include all cleaning, sweeping, application of tack coat per specifications, and compaction of asphalt to approximate 95% Standard Proctor Density.                                                                                                                                                                              | \$ <u>5,282.36</u>  |
| 3    | 20' x 6'       | 13.33                    | Removal of existing asphalt and addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Martens Rd. prior to overlay.                                                                                                                                                                                                                                | \$ <u>639.84</u>    |
| 4    | 55' x 7'       | 42.78                    | Removal of existing asphalt and addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Martens Rd. prior to overlay.                                                                                                                                                                                                                                | \$ <u>2,053.44</u>  |
| 5    | 32' x 7'       | 24.89                    | Removal of existing asphalt and addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Martens Rd. prior to overlay.                                                                                                                                                                                                                                | \$ <u>1,194.72</u>  |
| 6    | 98' x 11'      | 119.78                   | Removal of existing asphalt and addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Martens Rd. prior to overlay.                                                                                                                                                                                                                                | \$ <u>5,749.44</u>  |
| 7    | 35' x 5'       | 19.44                    | Removal of existing asphalt and addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Martens Rd. prior to overlay.                                                                                                                                                                                                                                | \$ <u>933.12</u>    |
| 8    | 45' x 6'       | 30.0                     | Removal of existing asphalt and addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Martens Rd. prior to overlay.                                                                                                                                                                                                                                | \$ <u>1,440.00</u>  |

## 2015- Asphalt and Concrete Street Improvements

| Item | Length & Width | Quantity<br>Square Yards | Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Item Cost           |
|------|----------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 9    | 57' x 4'       | 25.33                    | Removal of existing asphalt and addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Martens Rd. prior to overlay.                                                                                                                                                                                                                                                                                                          | \$ <u>1,215.84</u>  |
| 10   | 261' x 11'     | 319.0                    | Removal of existing asphalt and addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Martens Rd. prior to overlay.                                                                                                                                                                                                                                                                                                          | \$ <u>15,312.00</u> |
| 11   | 1385' x 21'    | 3,231.67                 | 1-1/2" compacted asphalt overlay of N. Chestnut beginning at the tie-in to FM 2920 and extending 1385' North including 10' of 1-1/2" milled transition at beginning and end of project limits and 2' of 1-1/2" milled transition to all driveways. Work to include all cleaning, sweeping, application of tack coat per specifications, addition of painted stop bars at beginning and end of project limits, and compaction of asphalt to approximate 95% Standard Proctor Density. | \$ <u>32,155.12</u> |
| 12   | 22' x 50'      | 122.22                   | 1-1/2" compacted asphalt overlay of approach and tie-in of N. Chestnut to Carrell Street. Work to include milling of entire area to insure smooth transition, cleaning, sweeping, application of tack coat per specifications, addition of painted stop bar, and compaction to approximate 95% Standard Proctor Density.                                                                                                                                                             | \$ <u>5,846.56</u>  |
| 13   | 31' x 10'      | 34.44                    | 1-1/2" compacted asphalt overlay of approach and tie-in of Foster St. westbound to N. Chestnut. Work to include milling of entire area to insure smooth transition, cleaning, sweeping, application of tack coat per specifications, addition of painted stop bar, and compaction to approximate 95% Standard Proctor Density.                                                                                                                                                       | \$ <u>1,653.12</u>  |
| 14   | 31' x 10'      | 34.44                    | 1-1/2" compacted asphalt overlay of approach and tie-in of Foster St. eastbound to N. Chestnut. Work to include milling of entire area to insure smooth transition, cleaning, sweeping, application of tack coat per specifications, addition of painted stop bar, and compaction to approximate 95% Standard Proctor Density.                                                                                                                                                       | \$ <u>1,653.12</u>  |

## 2015- Asphalt and Concrete Street Improvements

| Item | Length & Width | Quantity<br>Square Yards | Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Item Cost           |
|------|----------------|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 15   | 31' x 10'      | 34.44                    | 1-1/2" compacted asphalt overlay of approach and tie-in of Moore St. westbound to N. Chestnut. Work to include milling of entire area to insure smooth transition, cleaning, sweeping, application of tack coat per specifications, addition of painted stop bar, and compaction to approximate 95% Standard Proctor Density.                                                                                                                                                                                                                                                       | \$ <u>1,653.12</u>  |
| 16   | 31' x 10'      | 34.44                    | 1-1/2" compacted asphalt overlay of approach and tie-in of Moore St. eastbound to N. Chestnut. Work to include milling of entire area to insure smooth transition, cleaning, sweeping, application of tack coat per specifications, addition of painted stop bar, and compaction to approximate 95% Standard Proctor Density.                                                                                                                                                                                                                                                       | \$ <u>1,653.12</u>  |
| 17   | 31' x 10'      | 34.44                    | 1-1/2" compacted asphalt overlay of approach and tie-in of Texas St. westbound to N. Chestnut. Work to include milling of entire area to insure smooth transition, cleaning, sweeping, application of tack coat per specifications, addition of painted stop bar, and compaction to approximate 95% Standard Proctor Density.                                                                                                                                                                                                                                                       | \$ <u>1,653.12</u>  |
| 18   | 31' x 10'      | 34.44                    | 1-1/2" compacted asphalt overlay of approach and tie-in of Texas St. eastbound to N. Chestnut. Work to include milling of entire area to insure smooth transition, cleaning, sweeping, application of tack coat per specifications, addition of painted stop bar, and compaction to approximate 95% Standard Proctor Density.                                                                                                                                                                                                                                                       | \$ <u>1,653.12</u>  |
| 19   | 137' x 26'     | 395.78                   | Saw cut, contain and remove saw slurry, break out and remove 395.78 square yards of concrete street beginning at the intersection of Baker Street and extending 137' eastward onto Inwood Street to a depth of 6". Place redwood expansion joints, drill and dowel #4 rebar into existing concrete and install #4 rebar at 12" O.C.E.W. intervals. Form and re-pour with 3500 PSI concrete to be finished with medium broom finish and joint seal all areas prior to opening for traffic. Project to include break out and removal and forming and re-pour of 274 linear feet of 6" | \$ <u>40,765.34</u> |

## 2015 - Asphalt and Concrete Street Improvements

|      |                |                          | concrete curb.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |             |
|------|----------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------|
|      |                |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |             |
| Item | Length & Width | Quantity<br>Square Yards | Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Item cost   |
| 20   | 43' x 20'      | 95.56                    | Saw cut and remove saw slurry, break out and remove 95.56 square yards of concrete street comprising approximately one half of the cul-de-sac on Timberwilde Ct. to a depth of 6". Place redwood expansion joints, drill and dowel #4 rebar into existing concrete and install rebar at 12" O.C.E.W. intervals. Form and re-pour with 3500 PSI concrete to be finished with medium broom finish and joint seal all areas prior to opening for traffic. Project to include break out and removal and forming and re-pour of 86 linear feet of 6" curb.                  | \$9,842.68  |
|      |                |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |             |
|      |                |                          | <b><u>Add / Alternate</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |             |
| 1    | 4,245' x 18'   | 8,490.00                 | 1-1/2" compacted asphalt overlay of Rudolph Rd. beginning at the transition and tie-in to E. Hufsmith and extending 4,245' North to the transition and tie-in to Zion including 10' of 1-1/2" milled transition at beginning and ending of project limits and 2' of 1-1/2" milled transition and asphalt tie-in to all driveways. Work to include all cleaning, sweeping, application of tack coat per specifications, compaction of asphalt to approximate 95% Standard Proctor Density, and addition of painted stop bars at beginning and ending of project limits. | \$84,475.50 |
|      |                |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |             |

Total Bid Submitted: \$ 257,125.54

Company Submitting Bid: AAA Asphalt Paving Inc.

Name & Title of Person Submitting Bid: Michael O. Hoffman, President

Telephone Number: 713-894-7373

Fax Number: 713-894-8889

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2015

By: \_\_\_\_\_

George Shackelford, City Manager  
City of Tomball, Texas



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
6/30/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must 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).

|                                                                                                     |                                                                              |               |
|-----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------|---------------|
| <b>PRODUCER</b><br>Brady, Chapman, Holland & Associates<br>10055 West Gulf Bank<br>Houston TX 77040 | <b>CONTACT NAME:</b> Certificate Department                                  |               |
|                                                                                                     | <b>PHONE (A/C, No, Ext):</b> 713-688-1500 <b>FAX (A/C, No):</b> 713-688-7967 |               |
|                                                                                                     | <b>E-MAIL ADDRESS:</b> ecerts@bch-insurance.com                              |               |
| <b>INSURED</b><br>AAA Asphalt Paving, Inc.<br>10526 Tanner Road<br>Houston TX 77041                 | <b>INSURER(S) AFFORDING COVERAGE</b>                                         | <b>NAIC #</b> |
|                                                                                                     | <b>INSURER A:</b> Travelers Casualty and Surety Compa                        | 19038         |
|                                                                                                     | <b>INSURER B:</b> Travelers Lloyds Insurance Company                         | 41262         |
|                                                                                                     | <b>INSURER C:</b> Travelers Indemnity Company of CT                          | 25682         |
|                                                                                                     | <b>INSURER D:</b> St. Paul Fire & Marine (Travelers)                         | 24767         |
|                                                                                                     | <b>INSURER E:</b>                                                            |               |
|                                                                                                     | <b>INSURER F:</b>                                                            |               |

## COVERAGES

CERTIFICATE NUMBER: 1603743487

REVISION NUMBER:

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.

| INSR LTR | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                          | ADDL INSD | SUBR WVD | POLICY NUMBER   | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                                                                                                                                                                                    |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|-----------------|-------------------------|-------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| B        | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><input checked="" type="checkbox"/> 1000<br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br>OTHER: |           |          | CO8732R898TIA   | 10/18/2014              | 10/18/2015              | EACH OCCURRENCE \$1,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$300,000<br>MED EXP (Any one person) \$10,000<br>PERSONAL & ADV INJURY \$1,000,000<br>GENERAL AGGREGATE \$2,000,000<br>PRODUCTS - COMP/OP AGG \$2,000,000<br>\$ |
| C        | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY<br><input checked="" type="checkbox"/> ANY AUTO<br><input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS<br><input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS                                                       |           |          | BA8772R282      | 10/18/2014              | 10/18/2015              | COMBINED SINGLE LIMIT (Ea accident) \$1,000,000<br>BODILY INJURY (Per person) \$<br>BODILY INJURY (Per accident) \$<br>PROPERTY DAMAGE (Per accident) \$<br>\$                                                                            |
| D        | <input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB<br><input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$10,000                                                                                                       |           |          | ZUP13T9375414NF | 10/18/2014              | 10/18/2015              | EACH OCCURRENCE \$2,000,000<br>AGGREGATE \$2,000,000<br>\$                                                                                                                                                                                |
| A        | <input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY<br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                 | Y/N       | N/A      | UB8834R288      | 10/18/2014              | 10/18/2015              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER<br>E.L. EACH ACCIDENT \$1,000,000<br>E.L. DISEASE - EA EMPLOYEE \$1,000,000<br>E.L. DISEASE - POLICY LIMIT \$1,000,000                                    |
| B        | <input checked="" type="checkbox"/> Contractors Equipment Floater                                                                                                                                                                                                                                                                                          |           |          | 6609345R442TIL  | 10/18/2014              | 10/18/2015              | Rented/Leased \$350,000<br>Ded: \$2,500<br>Equipment Any one Item                                                                                                                                                                         |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The policy includes Blanket additional insured on the general liability includes products/completed operations per form CGD604, automobile per form CAT353 and umbrella per form SU0001 with a waiver of subrogation on the general liability per form CGD316, automobile per form CAT353, umbrella per form SU085 and workers compensation per form WC420304 when required by written contract. General Liability includes per project aggregate per form CGD2110104 as required by written contract. This insurance is primary and non-contributory as respects to general liability per form CGD604 as required by written contract.

## CERTIFICATE HOLDER

## CANCELLATION

|                                                      |                                                                                                                                                                |
|------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------|
| CITY OF TOMBALL<br>401 MARKET ST<br>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<br><i>Jeff Brady</i>                                                                                                                 |

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**Asphalt Paving, Inc.**  
10526 Tanner Road, Houston, Texas 77041

## REFERENCES

**Harris County**  
1001 Preston St.  
Houston, TX 77001  
Gary Howard 713-755-8770  
[ghoward@eng.hctx.net](mailto:ghoward@eng.hctx.net)

**Port of Houston Authority**  
111 East Loop North  
Houston, TX 77029  
Pedro Gonzales 713-670-2400  
[pgonzales@poha.com](mailto:pgonzales@poha.com)  
Brock Lewis 713-670-2400  
[blewis@poha.com](mailto:blewis@poha.com)

**City of Hedwig Village**  
955 Piney Point Road  
Houston, TX 77024  
Lane Standley 713-765-6009  
[lstandley@thecityofhedwigvillage.com](mailto:lstandley@thecityofhedwigvillage.com)

---

**Claunch & Miller**  
4635 SW Freeway Ste. 1000  
Houston, TX 77027  
Terry Maher 713-622-9264  
[Terry.maher@hdrinc.com](mailto:Terry.maher@hdrinc.com)

**City of Bunker Hill Village**  
11977 Memorial Dr.  
Houston, TX 77024  
Steve Smith 713-467-9762  
[ssmith@bunkerhill.net](mailto:ssmith@bunkerhill.net)

Additional references available upon request.

**AAA Asphalt Paving, Inc.  
Job History 2012-2013**

**AAA Project No.** 936  
**Name & Location:** Young Street Extension Ph II & Paving Improv. For Long St.  
**Contract Amount:** \$453,102.24  
**Start Date:** March 2012  
**Completion Date:** Oct. 2012  
**Owner Reference Contact:** City of Willis  
**Name/Telephone/Address:** n/a  
**A/E Reference Contact:** Bleyl & Assoc.  
**Name/Telephone/Address:** Ken Walker. 936-441-7833  
100 Nugent St.  
Conroe, TX 77301

**AAA Project No. :** 1003  
**Name & Location:** Reconstruction of 4 Roads in the Harvey Camp Area, Harris Co. Pct.4  
**Contract Amount:** \$277,235.25  
**Start Date:** Oct.2012  
**Completion Date:** Jan. 2013  
**Owner Reference Contact:** Harris County  
**Name/Telephone/Address:** Patrick Givens, 713-755-5199  
1310 Prairie Ste. 1105, Houston 77002  
**A/E Reference Contact:** n/a  
**Name/Telephone/Address:** n/a

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**AAA Project No.** 1031  
**Name & Location:** Concrete/Asphalt Street Repairs  
**Contract Amount:** \$179,057.45  
**Start Date:** Jan. 2013  
**Completion Date:** March 2013  
**Owner Reference Contact:** City of Hempstead  
1125 Austin St.  
Hempstead, TX 77445  
**Name/Telephone/Address:** Colye Kilpatrick, 979-826-6097  
**A/E Reference Contact:** n/a  
**Name/Telephone/Address:** n/a

**AAA Asphalt Paving, Inc.  
Job History 2012-2013**

**AAA Project No.** 1018  
**Name & Location:** Temp. Access Rd.Overlay  
**Contract Amount:** \$412,284.00  
**Start Date:** March 2013  
**Completion Date:** March 2013  
**Owner Reference Contact:** San Jacinto River Authority  
**Name/Telephone/Address:** Phil Smith, 936-697-3115  
PO Box 329 Conroe, TX 77305  
**A/E Reference Contact:** n/a  
**Name/Telephone/Address:** n/a

**AAA Project No. :** 992  
**Name & Location:** Pine Tree Park Parking Lots, Access Rd & Drainage  
Improvements  
**Contract Amount:** \$980,397.00  
**Start Date:** Aug. 2012  
**Completion Date:** April 2013  
**Owner Reference Contact:** Harris Co.  
**Name/Telephone/Address:** Richard Arrendell, 713-755-7009  
1001 Preston Houston, TX 77002  
**A/E Reference Contact:** n/a  
**Name/Telephone/Address:** n/a

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**AAA Project No.** 661  
**Name & Location:** Maintenance of Various Locations Pct. 3  
**Contract Amount:** \$3,200,000.00  
**Start Date:** April 2010  
**Completion Date:** April 2013  
**Owner Reference Contact:** Harris Co.  
**Name/Telephone/Address:** Gary Howard, 713-755-8770  
1310 Prairie Ste. 1105 Houston, TX 77002  
**A/E Reference Contact:** n/a  
**Name/Telephone/Address:** n/a

**AAA Asphalt Paving, Inc.  
Job History 2012-2013**

**AAA Project No.** 1033  
**Name & Location:** Magnolia Way Street Renovations  
**Contract Amount:** \$249,140.00  
**Start Date:** Feb.2013  
**Completion Date:** June 2013  
**Owner Reference Contact:** City of Hunstville  
**Name/Telephone/Address:** Ram Ramachandra, 936-294-5760  
**A/E Reference Contact:** Absolute Energy Solutions  
**Name/Telephone/Address:** Steve Stacy, 281-822-0588  
1120 Westheimer Rd.  
Houston, TX 77042

**AAA Project No. :** 1032  
**Name & Location:** Central City Drainage Improvements  
**Contract Amount:** \$535,060.50  
**Start Date:** March 2013  
**Completion Date:** July 2013  
**Owner Reference Contact:** City of Dickinson  
**Name/Telephone/Address:** Kellis George, 281-337-6267  
4403 Hwy 3, Dickinson, TX 77539  
**A/E Reference Contact:** IDS Engineering Group  
**Name/Telephone/Address:** Travis Seller, 713-462-3178  
13333 NW Frwy Ste.300, Houston, TX 77040

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**AAA Project No.** 940  
**Name & Location:** Strey Lane Storm Sewer Improvements  
**Contract Amount:** \$6,003,537.29  
**Start Date:** April 2012  
**Completion Date:** July 2013  
**Owner Reference Contact:** City of Bunker Hill Village  
**Name/Telephone/Address:** Steve Smith, 713-467-9762  
**A/E Reference Contact:** Klotz Assoc.  
**Name/Telephone/Address:** Ed Conger, 281-589-7257  
1160 Dairy Ashford, Houston, TX 77079

**AAA Asphalt Paving, Inc.  
Job History 2012-2013**

**AAA Project No.** 978  
**Name & Location:** Dust Suppression 2012  
**Contract Amount:** \$458,950.00  
**Start Date:** June 2012  
**Completion Date:** June 2013  
**Owner Reference Contact:** Port of Houston Authority  
**Name/Telephone/Address:** Ron Garrison, 713-670-2651  
**A/E Reference Contact:** n/a  
**Name/Telephone/Address:** n/a

# THE AMERICAN INSTITUTE OF ARCHITECTS



**COPY**

AIA Document A310

## Bid Bond

KNOW ALL MEN BY THESE PRESENTS, that we **Forde Construction Company, Inc.** as Principal, hereinafter called the Principal, and **Liberty Mutual Insurance Company**, a corporation duly organized under the laws of the State of **Massachusetts**, as Surety, hereinafter called the Surety, are held and firmly bound unto **City of Tomball** as Obligee, hereinafter called the Obligee, in the sum of **Five Percent (5%) of the Amount Bid Dollars (\$ 5% A.B. )** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for **Project Number 2015-07, Asphalt Overlay Improvements**.

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **30th** day of **June**, **2015**.

  
(Witness)

**Forde Construction Company, Inc.**

(Principal)

(Seal)

(Title) **PAUL FORDE**  
**PRESIDENT**

**Liberty Mutual Insurance Company**

(Surety)

(Seal)

(Title) **Sharon Cavanaugh**  
**Sharon Cavanaugh, Attorney-in-Fact**

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON RED BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

Certificate No. 6821670

American Fire and Casualty Company  
The Ohio Casualty Insurance Company

Liberty Mutual Insurance Company  
West American Insurance Company

## POWER OF ATTORNEY

KNOWN ALL PERSONS BY THESE PRESENTS: That American Fire & Casualty Company and The Ohio Casualty Insurance Company are corporations duly organized under the laws of the State of New Hampshire, that Liberty Mutual Insurance Company is a corporation duly organized under the laws of the State of Massachusetts, and West American Insurance Company is a corporation duly organized under the laws of the State of Indiana (herein collectively called the "Companies"), pursuant to and by authority herein set forth, does hereby name, constitute and appoint, C.W. Adams; Cheryl R. Colson; James Wynne Tomforde; Kurt A. Risk; Leland L. Rauch; Michael Cole; Sharon Cavanaugh; Sue Kohler

all of the city of Houston, state of TX each individually if there be more than one named, its true and lawful attorney-in-fact to make, execute, seal, acknowledge and deliver, for and on its behalf as surety and as its act and deed, any and all undertakings, bonds, recognizances and other surety obligations, in pursuance of these presents and shall be as binding upon the Companies as if they have been duly signed by the president and attested by the secretary of the Companies in their own proper persons.

IN WITNESS WHEREOF, this Power of Attorney has been subscribed by an authorized officer or official of the Companies and the corporate seals of the Companies have been affixed thereto this 30th day of December, 2014.



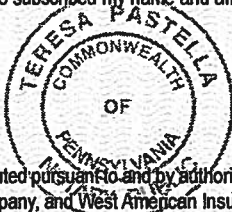
American Fire and Casualty Company  
The Ohio Casualty Insurance Company  
Liberty Mutual Insurance Company  
West American Insurance Company

By: David M. Carey  
David M. Carey, Assistant Secretary

STATE OF PENNSYLVANIA ss  
COUNTY OF MONTGOMERY

On this 30th day of December, 2014, before me personally appeared David M. Carey, who acknowledged himself to be the Assistant Secretary of American Fire and Casualty Company, Liberty Mutual Insurance Company, The Ohio Casualty Insurance Company, and West American Insurance Company, and that he, as such, being authorized so to do, execute the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my notarial seal at Plymouth Meeting, Pennsylvania, on the day and year first above written.



COMMONWEALTH OF PENNSYLVANIA  
Notarial Seal  
Teresa Pastella, Notary Public  
Plymouth Twp., Montgomery County  
My Commission Expires March 28, 2017  
Member, Pennsylvania Association of Notaries

By: Teresa Pastella  
Teresa Pastella, Notary Public

This Power of Attorney is made and executed pursuant to and by authority of the following By-laws and Authorizations of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company which resolutions are now in full force and effect reading as follows:

**ARTICLE IV – OFFICERS – Section 12. Power of Attorney.** Any officer or other official of the Corporation authorized for that purpose in writing by the Chairman or the President, and subject to such limitation as the Chairman or the President may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Corporation to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact, subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Corporation by their signature and execution of any such instruments and to attach thereto the seal of the Corporation. When so executed, such instruments shall be as binding as if signed by the President and attested to by the Secretary. Any power or authority granted to any representative or attorney-in-fact under the provisions of this article may be revoked at any time by the Board, the Chairman, the President or by the officer or officers granting such power or authority.

**ARTICLE XIII – Execution of Contracts – SECTION 5. Surety Bonds and Undertakings.** Any officer of the Company authorized for that purpose in writing by the chairman or the president, and subject to such limitations as the chairman or the president may prescribe, shall appoint such attorneys-in-fact, as may be necessary to act in behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations. Such attorneys-in-fact subject to the limitations set forth in their respective powers of attorney, shall have full power to bind the Company by their signature and execution of any such instruments and to attach thereto the seal of the Company. When so executed such instruments shall be as binding as if signed by the president and attested by the secretary.

**Certificate of Designation –** The President of the Company, acting pursuant to the Bylaws of the Company, authorizes David M. Carey, Assistant Secretary to appoint such attorneys-in-fact as may be necessary to act on behalf of the Company to make, execute, seal, acknowledge and deliver as surety any and all undertakings, bonds, recognizances and other surety obligations.

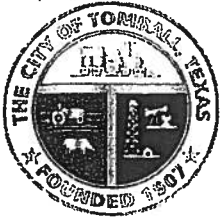
**Authorization –** By unanimous consent of the Company's Board of Directors, the Company consents that facsimile or mechanically reproduced signature of any assistant secretary of the Company, wherever appearing upon a certified copy of any power of attorney issued by the Company in connection with surety bonds, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

I, Gregory W. Davenport, the undersigned, Assistant Secretary, of American Fire and Casualty Company, The Ohio Casualty Insurance Company, Liberty Mutual Insurance Company, and West American Insurance Company do hereby certify that the original power of attorney of which the foregoing is a full, true and correct copy of the Power of Attorney executed by said Companies, is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 30th day of June, 2015.



By: Gregory W. Davenport  
Gregory W. Davenport, Assistant Secretary



# City of Tomball

Gretchen Fagan  
Mayor

George Shackelford  
City Manager

RECEIVED

JUN 17 2015

## NOTICE TO BIDDERS

BY: \_\_\_\_\_

The City of Tomball, Texas shall accept sealed bids to perform asphalt and concrete street improvements to various streets within the City of Tomball.

Sealed bids shall be addressed to Doris Speer, City Secretary, City of Tomball, Texas, 401 Market Street, Tomball, Texas 77375 and shall be labeled **"Project Number 2015-07 Do Not Open"**. Bids will be accepted until **2:00 P.M., Tuesday, June 30, 2015**, at which time all bids shall be opened and read aloud. Bid opening will be conducted at the City of Tomball Public Works facility located at 501 James Street in Tomball. It is the sole responsibility of the bidder to insure that his bid is actually in the office of the City Secretary of the City of Tomball prior to the expiration of the time and date stated above.

Upon consideration of the bids, the City of Tomball reserves the right to accept or to reject any and all bids, to waive technicalities and to make any investigation deemed necessary concerning the bidder's ability to provide the services as covered by the specifications, and to accept what in their judgment is the most advantageous bid. All proposals shall be accompanied by a cashier's check upon a national or state bank in the amount of 5% of the greatest bid amount, payable to City of Tomball or a Bid Bond in the same amount from a surety company licensed by the Texas Department of Insurance to do business in Texas and to issue said bonds. The bid bond shall serve as a guarantee that the bidder will enter into a contract and execute Payment and Performance bonds within fifteen (15) days after notice of contract award. Bids without check or Bid Bond will not be considered. All bid securities will be returned to the respective bidders within ten (10) days after bids are opened except those that the OWNER elects to hold until the successful bidder has executed the contract and furnished the required Performance and Payment Bonds. The successful bidder will be required to furnish performance and payment bonds in accordance with Tex. Rev. Civ. Stat. Ann. Art. 5160 (Vernon's), in the amount of 100% of the total contract price.

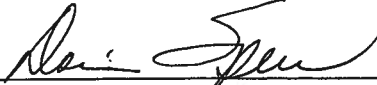
The successful bidder will additionally be required to furnish a one year maintenance bond for all Completed work within project scope.

Information relative to this project and/or a complete bid package may be obtained from the Department of Public Works, 501 James St., Tomball, Texas 77375.

  
George Shackelford, City Manager

## CERTIFICATION

I certify that the above "Notice to Bidders" was posted on the bulletin board of City Hall, City of Tomball, Texas on the 9th day of June 2015.

  
Doris Speer, City Secretary

401 MARKET STREET • TOMBALL, TEXAS 77375-4645 • 281-351-5484

## BID LETTER FOR UNIT PRICE CONTRACT

omball Texas

ate: JUNE 30, 2015

object: **2015-07 Asphalt and Concrete Street Improvements**

oposals of FORDE CONSTRUCTION COMPANY, INC. (hereinafter called "Bidder") a corporation\*, organized and existing  
der the laws of the state of TEXAS, ~~a partnership or an individual~~ doing business as \_\_\_\_\_

ear City Secretary:

ie Bidder, in compliance with your invitation for bids for the construction of "Asphalt Overlay Improvements",  
aving examined the bid proposal with related documents and the site of the proposed work, and being familiar with all  
nditions surrounding the construction of the proposed project including the availability of materials and labor, hereby  
oposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the special  
nditions, technical specifications and the Master Service Contract, within the time set forth therein, and at the prices  
ated within the schedule of bid items. These prices are to cover all expenses incurred in performing the work required  
der the contract documents, of which this bid proposal is a part.

dder hereby agrees to commence work under this contract on or before a date to be specified in writing, "Notice to  
ceed", by the Owner and to fully complete the project within 60 consecutive calendar days thereafter. Bidder  
rther agrees to pay as liquidated damages, the sum of \$600.00 for each consecutive calendar day thereafter.

ie following schedule of bid items and indicated unit prices include all labor, materials, drayage, equipment,  
erhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

dder understands that the owner reserves the right to reject any or all bids, and to waive any informalities in the  
dding.

ie bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after the  
hedule closing time for receiving bids.

Strike out corporation, partnership, or individual as applicable

pon receipt of written notice of the acceptance of this bid, bidder will execute a Master Service Contract and furnish  
th performance and payment bonds and required insurance within 15 days after notice of contract award. Bidders  
ond is required to become the property of the Owner in the event the contract and bonds required are not executed  
ithin the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused  
ereby.

espectfully submitted,

y: \_\_\_\_\_

Signature

PAUL FORDE, PRESIDENT

Printed Name

6842 Calle Lezard St, Houston, TX 77041

Business Address

713-466-0511

Telephone No.

(SEAL - If bid is by a Corporation)

## 2015- Asphalt and Concrete Street Improvements

| Item | Length & Width | Quantity<br>Square Yards | Item Description                                                                                                                                                                                                                                                                                                                                                                                           | Item Cost           |
|------|----------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 1    | 1735' x 21'    | 4,048.33                 | 1-1/2" compacted asphalt overlay of Martens Rd. beginning at the intersection of Zion and extending 1,735' North including 10' of 1-1/2" milled transition at beginning of project limits and 2' of 1-1/2" milled transition to all driveways. Work to include all cleaning, sweeping, application of tack coat per specifications, and compaction of asphalt to approximate 95% Standard Proctor Density. | \$ <u>39,673.63</u> |
| 2    | 78' Diameter   | 530.89                   | 1-1/2" compacted asphalt overlay of the cul-de-sac on Martens Rd. Work to include all cleaning, sweeping, application of tack coat per specifications, and compaction of asphalt to approximate 95% Standard Proctor Density.                                                                                                                                                                              | \$ <u>7,209.49</u>  |
| 3    | 20' x 6'       | 13.33                    | Removal of existing asphalt and addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Martens Rd. prior to overlay.                                                                                                                                                                                                                                | \$ <u>784.74</u>    |
| 4    | 55' x 7'       | 42.78                    | Removal of existing asphalt and addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Martens Rd. prior to overlay.                                                                                                                                                                                                                                | \$ <u>2,441.03</u>  |
| 5    | 32' x 7'       | 24.89                    | Removal of existing asphalt and addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Martens Rd. prior to overlay.                                                                                                                                                                                                                                | \$ <u>1,463.78</u>  |
| 6    | 98' x 11'      | 119.78                   | Removal of existing asphalt and addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Martens Rd. prior to overlay.                                                                                                                                                                                                                                | \$ <u>7,050.25</u>  |
| 7    | 35' x 5'       | 19.44                    | Removal of existing asphalt and addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Martens Rd. prior to overlay.                                                                                                                                                                                                                                | \$ <u>1,144.82</u>  |
| 8    | 45' x 6'       | 30.0                     | Removal of existing asphalt and addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Martens Rd. prior to overlay.                                                                                                                                                                                                                                | \$ <u>1,768.50</u>  |

## 2015- Asphalt and Concrete Street Improvements

| Item | Length & Width | Quantity<br>Square Yards | Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Item Cost           |
|------|----------------|--------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 9    | 57' x 4'       | 25.33                    | Removal of existing asphalt and addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Martens Rd. prior to overlay.                                                                                                                                                                                                                                                                                                          | \$ <u>1,491.68</u>  |
| 10   | 261' x 11'     | 319.0                    | Removal of existing asphalt and addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Martens Rd. prior to overlay.                                                                                                                                                                                                                                                                                                          | \$ <u>18,948.60</u> |
| 11   | 1385' x 21'    | 3,231.67                 | 1-1/2" compacted asphalt overlay of N. Chestnut beginning at the tie-in to FM 2920 and extending 1385' North including 10' of 1-1/2" milled transition at beginning and end of project limits and 2' of 1-1/2" milled transition to all driveways. Work to include all cleaning, sweeping, application of tack coat per specifications, addition of painted stop bars at beginning and end of project limits, and compaction of asphalt to approximate 95% Standard Proctor Density. | \$ <u>40,751.36</u> |
| 12   | 22' x 50'      | 122.22                   | 1-1/2" compacted asphalt overlay of approach and tie-in of N. Chestnut to Carrell Street. Work to include milling of entire area to insure smooth transition, cleaning, sweeping, application of tack coat per specifications, addition of painted stop bar, and compaction to approximate 95% Standard Proctor Density.                                                                                                                                                             | \$ <u>3,463.71</u>  |
| 13   | 31' x 10'      | 34.44                    | 1-1/2" compacted asphalt overlay of approach and tie-in of Foster St. westbound to N. Chestnut. Work to include milling of entire area to insure smooth transition, cleaning, sweeping, application of tack coat per specifications, addition of painted stop bar, and compaction to approximate 95% Standard Proctor Density.                                                                                                                                                       | \$ <u>2,826.15</u>  |
| 14   | 31' x 10'      | 34.44                    | 1-1/2" compacted asphalt overlay of approach and tie-in of Foster St. eastbound to N. Chestnut. Work to include milling of entire area to insure smooth transition, cleaning, sweeping, application of tack coat per specifications, addition of painted stop bar, and compaction to approximate 95% Standard Proctor Density.                                                                                                                                                       | \$ <u>2,826.15</u>  |

## 2015- Asphalt and Concrete Street Improvements

| Item | Length & Width | Quantity<br>Square Yards | Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Item Cost           |
|------|----------------|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
| 15   | 31' x 10'      | 34.44                    | 1-1/2" compacted asphalt overlay of approach and tie-in of Moore St. westbound to N. Chestnut. Work to include milling of entire area to insure smooth transition, cleaning, sweeping, application of tack coat per specifications, addition of painted stop bar, and compaction to approximate 95% Standard Proctor Density.                                                                                                                                                                                                                                                       | \$ <u>2,826.15</u>  |
| 16   | 31' x 10'      | 34.44                    | 1-1/2" compacted asphalt overlay of approach and tie-in of Moore St. eastbound to N. Chestnut. Work to include milling of entire area to insure smooth transition, cleaning, sweeping, application of tack coat per specifications, addition of painted stop bar, and compaction to approximate 95% Standard Proctor Density.                                                                                                                                                                                                                                                       | \$ <u>2,826.15</u>  |
| 17   | 31' x 10'      | 34.44                    | 1-1/2" compacted asphalt overlay of approach and tie-in of Texas St. westbound to N. Chestnut. Work to include milling of entire area to insure smooth transition, cleaning, sweeping, application of tack coat per specifications, addition of painted stop bar, and compaction to approximate 95% Standard Proctor Density.                                                                                                                                                                                                                                                       | \$ <u>2,826.15</u>  |
| 18   | 31' x 10'      | 34.44                    | 1-1/2" compacted asphalt overlay of approach and tie-in of Texas St. eastbound to N. Chestnut. Work to include milling of entire area to insure smooth transition, cleaning, sweeping, application of tack coat per specifications, addition of painted stop bar, and compaction to approximate 95% Standard Proctor Density.                                                                                                                                                                                                                                                       | \$ <u>2,826.15</u>  |
| 19   | 137' x 26'     | 395.78                   | Saw cut, contain and remove saw slurry, break out and remove 395.78 square yards of concrete street beginning at the intersection of Baker Street and extending 137' eastward onto Inwood Street to a depth of 6". Place redwood expansion joints, drill and dowel #4 rebar into existing concrete and install #4 rebar at 12" O.C.E.W. intervals. Form and re-pour with 3500 PSI concrete to be finished with medium broom finish and joint seal all areas prior to opening for traffic. Project to include break out and removal and forming and re-pour of 274 linear feet of 6" | \$ <u>75,740.42</u> |

## 2015- Asphalt and Concrete Street Improvements

|      |                |                          | concrete curb.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                     |
|------|----------------|--------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------|
|      |                |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     |
| Item | Length & Width | Quantity<br>Square Yards | Item Description                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | Item cost           |
| 20   | 43' x 20'      | 95.56                    | Saw cut and remove saw slurry, break out and remove 95.56 square yards of concrete street comprising approximately one half of the cul-de-sac on Timberwilde Ct. to a depth of 6". Place redwood expansion joints, drill and dowel #4 rebar into existing concrete and install rebar at 12" O.C.E.W. intervals. Form and re-pour with 3500 PSI concrete to be finished with medium broom finish and joint seal all areas prior to opening for traffic. Project to include break out and removal and forming and re-pour of 86 linear feet of 6" curb.                  | \$ <u>22,344.79</u> |
|      |                |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     |
|      |                |                          | <b><u>Add / Alternate</u></b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                     |
| 1    | 4,245' x 18'   | 8,490.00                 | 1-1/2" compacted asphalt overlay of Rudolph Rd. beginning at the transition and tie-in to E. Hufsmith and extending 4,245' North to the transition and tie-in to Zion including 10' of 1-1/2" milled transition at beginning and ending of project limits and 2' of 1-1/2" milled transition and asphalt tie-in to all driveways. Work to include all cleaning, sweeping, application of tack coat per specifications, compaction of asphalt to approximate 95% Standard Proctor Density, and addition of painted stop bars at beginning and ending of project limits. | \$ <u>76,834.50</u> |
|      |                |                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                     |

Total Bid Submitted: \$ 318,068.20

Company Submitting Bid: FORDE CONSTRUCTION COMPANY, INC.

Name & Title of Person Submitting Bid: PAUL FORDE, PRESIDENT

Telephone Number: 713. 466. 0511

Fax Number: 713. 466. 1971

Accepted and agreed to this \_\_\_\_\_ day of \_\_\_\_\_ 2015

By: \_\_\_\_\_

George Shackelford, City Manager  
City of Tomball, Texas