

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



MONDAY, MAY 18, 2015

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, May 18, 2015 at 6:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 Call to Order

2.0 Invocation

- Led by Steve Allison, Chaplain, VFW Post 2427

3.0 Pledges to U.S. and Texas Flags

- Led by Members of the Tomball High School Student Council

4.0 Canvass of Elections:

4.1 Canvass of Election
Escrutinio de la Elección

Kiểm Phiếu của Cuộc Bầu Cử
拉票選舉

Resolution No. 2015-03, Canceling the Regular City Officer's Election Scheduled to be held on the 9th Day of May, 2015, in Accordance with Section 2.053(a) of the Texas Election Code; Directing the Giving of Notice of Such Cancellation of Election; and Providing Details Relating to the Cancellation of Such Election as approved by City Council on March 16, 2015, at the Regular Council Meeting. The following actions complete the canvass of the May 9, 2015 Election.

Resolución Nro. 2015-03, cancelando la Elección Regular de Funcionarios de la Ciudad programada para el 9 de mayo de 2015, de acuerdo con la Sección 2.053(a) del Código Electoral de Texas; instruyendo que se de aviso de tal cancelación de elección; y disponiendo los detalles relativos a la cancelación de tal elección como fue aprobada por el Consejo Municipal el 16 de marzo de 2015 en la asamblea ordinaria del Consejo. Las medidas indicadas a continuación completan el escrutinio de la Elección del 9 de mayo de 2015.

Nghị quyết số 2015-03, Hủy Bỏ Cuộc Bầu Cử Viên Chức Thành Phố Thường Lệ Dự Kiến sẽ được tổ chức vào ngày 9 tháng Năm, 2015 chiếu theo Mục 2.053(a) của Bộ Luật Tuyển Cử Tiểu Bang Texas; Chỉ thị việc Ban Hành Thông Báo Hủy Bỏ Cuộc Bầu Cử; và Cung Cấp Thông Tin Chi Tiết liên quan đến Hủy Bỏ Cuộc Bầu Cử theo phê chuẩn của Hội Đồng Thành Phố vào ngày 16 tháng Ba, 2015 tại Cuộc Họp Hội Đồng Thường Lệ. Các hành động sau đây hoàn tất việc kiểm phiếu ngày 9 tháng Năm, 2015.

到 2015 年-03 号决议取消选举决议号 2015 年-03 年度, 托姆伯尔市得克萨斯州的一项决议取消定期市官选举定于在 2015 年的 5 月, 第 9 天根据部分 2.053(a) 的德克萨斯州选举守则 ; 导演给选举 ; 这种取消通知和提供细节, 有关这类选举取消

4.2 Administer Oath of Office to Elected Officials

Administrar el juramento al cargo de los funcionarios electos

Làm lễ Tuyên Thệ Nhậm Chức cho các Viên Chức Được Bầu Chọn
管管理選舉官員宣誓就職

4.3 Consideration to Elect Mayor Pro-Tem, in Accordance with Section 6.08 of the City of Tomball Home Rule Charter

Considerar elegir un Alcalde Interino, de acuerdo con la Sección 6.08 de la Carta Orgánica de Gobierno Local de al Ciudad de Tomball.

Xem xét Bầu Chọn Thị Trưởng Tạm Thời, chiếu theo Mục 6.08 của Hiến Chương Điều Lệ Địa Phương Thành Phố Tomball.

考慮選出暫替市長, 根據Tomball市自治憲章6.08節

5.0 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.]*

6.0 Presentations:

- Proclamation – the Month of May is “***Motorcycle Safety and Awareness Month***”
- Proclamation – May 20, 2015 is “***Tomball Special Olympics Day - 2015***”
- Proclamation – May 17-23, 2015 is “***National Public Works Week – Tomball, Texas***”
- Proclamation – May 17-23, 2015 is “***National Emergency Medical Services Week – “EMS STRONG” – Tomball, Texas***”
- Proclamation – May 17-23, 2015 is “***Tomball Firefighter Appreciation Week***”
- Proclamation – May 24-30, 2015 is “***National Hurricane Preparedness Week – Tomball, Texas***”

7.0 Reports and Announcements

- May 23, 2015 – ***4th Annual Memorial Day Weekend Chili Challenge***
- **Tomball City Pool – 2015 Swim Season - Jerry Matheson Park Pool** opens May 23, 2015 and will close on September 7, 2015. May 23-June 7, 2015, the pool will be open only during weekends. 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 13, 2015 – **2nd Saturday at the Depot**
- 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.
- July 4, 2015 – **Tomball 4th of July Celebration and Street Party** – 5:00 p.m.-10:30 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.
- ***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

8.0 Approve the Minutes of the following City Council Meetings:

- Regular City Council Meeting - May 4, 2015
- Special City Council Meeting - May 6, 2015
- Special City Council Meeting - May 9, 2015
- Special City Council Meeting - May 11, 2015

9.0 New Business:

- 9.1 Conduct Public Hearing regarding Tax Exempt Financing for the Benefit of Concordia Lutheran High School of North Harris County
- 9.2 Approve Resolution No. 2015-09, a Resolution of the City Council of the City

of Tomball, Texas Approving a Tax Exempt Financing to be Undertaken by the Riesel Education Facilities Corporation for the Benefit of Concordia Lutheran High School of North Harris County *(This is not a debt of the City of Tomball, and no public funds are involved in this financing.)*

- 9.3 Consideration to approve **ZONING CASE P15-039**: Request by Diane Deaton, on behalf of Kathy A. Gibson, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately .32 acres of land, legally described as Lots 1 & 2, Block 3, Main Street – Tomball, within the City of Tomball, Harris County, Texas, generally located south of Barbara Street and west of South Vernon Street, from the Single-Family Residential-6 District to the Old Town & Mixed Use District.
- Conduct Public Hearing on **ZONING CASE P15-039**
 - Adopt, on First Reading, Ordinance No. 2015-11, An Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Changing the Zoning District Classification of Approximately 0.32 Acres of Land, Legally Described as Lots 1 & 2, Block 3, Main Street – Tomball, Within the City of Tomball, Harris County, Texas, from the Single-Family Residential-6 District to the Old Town & Mixed Use District; Said Property being Generally Located South of Barbara Street and West of South Vernon Street; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters
- 9.4 Approve the Creation of a Depot Station Agent Sculpture Representing Tomball's Railroad Heritage and the Installation of the Piece on City Property, Not to Exceed \$35,000, as Recommended by the Tomball Tourism Advisory Committee
- 9.5 Approve Contract between the City of Tomball and the Gulf Coast Chapter of the National Railway Historical Society regarding the Relocation of the Chapter's Houston Railroad Museum Collection to the City of Tomball
- 9.6 Appoint/Reappoint Members to the Planning and Zoning Commission for Terms Expiring June 1, 2015.
- 9.7 Approve a Two-Year Extension to the Current Engagement Agreement Letter with the Firm of Weaver and Tidwell, LLP, to Conduct City of Tomball Audits for Fiscal Years 2015 and 2016.
- 9.8 Adopt, on First Reading, Ordinance No. 2015-10, an Ordinance Creating City of Tomball, Texas, Reinvestment Zone No. 5; an Approximately 17.38-Acre Tract of Land, Being Part of the Tomball Business and Technology Park and Located Generally at the Northwest Corner of Holderrieth Road and Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas; Making Certain Findings; Repealing Ordinances Inconsistent or in Conflict

Herewith; and Providing for Severability (Packers Plus Energy Services (USA) Inc.)

- 9.9 Award contract for COT Project Bid Number 2015-03, Tomball Business & Technology Park, Harris County Holderrieth Road & Hufsmith Kohrville Road Left Turn Lanes and Box Culverts, E&P Number 2013-10022, to Forde Construction Company, Inc. in the Amount of \$1,743,953.86.
- 9.10 Authorize the Mayor to Sign the Updated Harris County Emergency Management Basic Plan Document
- 9.11 Approve Resolution No. 2015-10, a Resolution of the City Council of the City of Tomball, Texas, Sponsoring the July 4th Celebration, to be held in Tomball on Saturday, July 4, 2015, Closing State Highway Business 249 from Hicks Street to the North Entrance to the Kroger Parking Lot from 3:00 PM until 11:00 PM, and Authorizing the City Manager to issue a Letter to TxDOT Requesting the Closure of the Designated Portion of State Highway Business 249
- 9.12 Consideration to Reject All Bids for City of Tomball Project No. 2015-04, Purchase of Cab Tractor with Boom Mower, and Approve Purchasing the Kubota Cab Tractor with Boom Mower Utilizing the TASB "Buy Board" Contract, in the Amount of \$112,185.20
- 9.13 Approve the Dedication of a Utility Easement to Centerpoint for Underground Electrical Service to the Depot Plaza
- 9.14 Consideration to approve **GATEWAY BUSINESS PARK**: A subdivision of 2.9894 acres of land situated in the Joseph House Survey, Abstract No. 20, Montgomery County, Texas.
- 9.15 Discussion and Possible Action regarding Red Light Enforcement Cameras, Collections vs. Outstanding Balances, and Possible Collection Program

10.0 Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 14th day of May 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.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: May 18, 2015

Topic:

- Led by Steve Allison, Chaplain, VFW Post 2427

Background:

Origination:

Recommendation:

Funding:

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

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: May 18, 2015

Topic:

- Led by Members of the Tomball High School Student Council

Background:

Origination:

Recommendation:

Funding:

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

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

Regular City Council

Agenda Item

Meeting Date: May 18, 2015

Data Sheet

Topic:

Canvass of Election

Escrutinio de la Elección

Kiểm Phiếu của Cuộc Bầu Cử

拉票選舉

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Nghị quyết số 2015-03, Hủy Bỏ Cuộc Bầu Cử Viên Chức Thành Phố Thường Lệ Dự Kiến sẽ được tổ chức vào ngày 9 tháng Năm, 2015 chiếu theo Mục 2.053(a) của Bộ Luật Tuyển Cử Tiểu Bang Texas; Chỉ thị việc Ban Hành Thông Báo Hủy Bỏ Cuộc Bầu Cử; và Cung Cấp Thông Tin Chi Tiết liên quan đến Hủy Bỏ Cuộc Bầu Cử theo phê chuẩn của Hội Đồng Thành Phố vào ngày 16 tháng Ba, 2015 tại Cuộc Họp Hội Đồng Thường Lệ. Các hành động sau đây hoàn tất việc kiểm phiếu ngày 9 tháng Năm, 2015.

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Background:

Resolution No. 2015-03, canceling the May 9, 2015 Regular City Officer's Election was approved by Council on March 16, 2015, following the deadline for additional candidates to file for the open positions of Council Positions 2 and 4 and declaring Mark Stoll and Derek Townsend duly elected.

Tonight's activities complete the 2015 election process.

Origination:

City Secretary

Recommendation:

N/A

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL ☐ YES ☐ NO	READINGS PASSED ☐ 1 ST ☐ 2 ND	OTHER

ATTACHMENTS:

Unofficial Canvass

Resolution No. 2015-03

UNOFFICIAL CANVASS

REGULAR CITY OFFICER'S ELECTION ON MAY 9, 2015

The Regular Election, scheduled to be held in the City of Tomball on the 9th day of May 2015, at which election the following officers were to be elected by the qualified voters of the City, was canceled in accordance with Section 2.053(a) of the Texas Election Code.

ELECTION RESULTS:

The following candidates were certified as unopposed and were hereby elected as follows:

<u>Candidate</u>	<u>Office Sought</u>
Mark Stoll	Council Position 2
Derek S. Townsend, Sr.	Council Position 4

RESOLUTION NO. 2015-03

**A RESOLUTION OF THE CITY OF TOMBALL, TEXAS, CANCELING
THE REGULAR CITY OFFICER'S ELECTION SCHEDULED TO BE
HELD ON THE 9TH DAY OF MAY, 2015, IN ACCORDANCE WITH
SECTION 2.053(a) OF THE TEXAS ELECTION CODE; DIRECTING
THE GIVING OF NOTICE OF SUCH CANCELLATION OF ELECTION;
AND PROVIDING DETAILS RELATING TO THE CANCELLATION OF
SUCH ELECTION**

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

Section 1: It is hereby ordered that the Regular Election, scheduled to be held in the City of Tomball on the 9th day of May, 2015, at which election the following officers were to be elected by the qualified voters of the City, is canceled in accordance with Section 2.053(a) of the Texas Election Code.

POSITION:	COUNCIL POSITION 2
	COUNCIL POSITION 4

Section 2: The following candidates have been certified as unopposed and are hereby elected as follows:

<u>Candidate</u>	<u>Office Sought</u>
Mark Stoll	Council Position 2
Derek S. Townsend, Sr.	Council Position 4

Section 3: A copy of the Order of Cancellation, attached herein and made part of Resolution No. 2015-03, will be posted on Election Day at the following polling place, which would have been used in the election:

POLLING PLACE
Tomball City Hall
401 Market Street
Tomball, Texas 77375

PASSED, APPROVED and RESOLVED this 16th day of March, 2015.

Gretchen Fagan
Gretchen Fagan, Mayor
City of Tomball

ATTEST:

Doris Speer
Doris Speer, City Secretary
City of Tomball

RESOLUCIÓN Nro. 2015-03

RESOLUCIÓN DE LA CIUDAD DE TOMBALL, TEXAS, CANCELANDO LA ELECCIÓN REGULAR DE FUNCIONARIOS MUNICIPALES PROGRAMADA PARA EL DÍA 9 DE MAYO DE 2015 DE ACUERDO CON LA SECCIÓN 2.053(A) DEL CÓDIGO ELECTORAL DE TEXAS; INSTRUYENDO QUE SE DE AVISO DE TAL CANCELACIÓN DE ELECCIÓN; Y PROVEYENDO DETALLES RELATIVOS A LA CANCELACIÓN DE TAL ELECCIÓN

EL CONSEJO MUNICIPAL DE LA CIUDAD DE TOMBALL, TEXAS, RESUELVE:

Sección 1: Por la presente se ordena que la Elección Regular, programada para celebrarse en la Ciudad de Tomball el 9 de mayo de 2015, en la cual los votantes calificados de la Ciudad habrían votado para elegir a los siguientes funcionarios, sea cancelada de acuerdo con la sección 2.053(a) del Código Electoral de Texas.

POSICIÓN:	POSICIÓN 2 EN EL CONSEJO
	POSICIÓN 4 EN EL CONSEJO

Sección 2: Los siguientes candidatos han sido certificados como candidatos únicos y por la presente son electos como sigue a continuación:

<u>Candidato</u>	<u>Cargo que aspira ocupar</u>
Mark Stoll	Posición 2 del Consejo
Derek S. Townsend, Sr.	Posición 4 del Consejo

Sección 3: Una copia de la Orden de Cancelación, adjunta al presente y hecha parte de la Resolución Nro. 2015-03, será colocada el Día de Elección en el siguiente lugar de votación que se hubiera utilizado en la elección:

LUGAR DE VOTACIÓN

Tomball City Hall
401 Market Street
Tomball, Texas 77375

PASADA, APROBADA y RESUELTA este día 16 de marzo de 2015.

Gretchen Fagan
Gretchen Fagan, Alcaldesa
City of Tomball

ATESTIGUA:

Doris Speer
Doris Speer, Secretaria de la Ciudad
Ciudad de Tomball

NGHỊ QUYẾT SỐ 2015-03

MỘT NGHỊ QUYẾT CỦA THÀNH PHỐ TOMBALL, TIỂU BANG TEXAS, HỦY BỎ CUỘC BẦU CỬ VIÊN CHỨC THÀNH PHỐ THƯỜNG KỲ DỰ KIẾN SẼ ĐƯỢC TỔ CHỨC VÀO NGÀY 9 THÁNG NĂM, 2015, CHIẾU THEO MỤC 2.053(a) CỦA BỘ LUẬT TUYỂN CỬ TEXAS; CHỈ THỊ VIỆC ĐƯA RA THÔNG BÁO VỀ HỦY BỎ CUỘC BẦU CỬ ĐÓ; VÀ CUNG CẤP THÔNG TIN CHI TIẾT LIÊN QUAN ĐẾN VIỆC HỦY BỎ CUỘC BẦU CỬ ĐÓ.

HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ TOMBALL, TEXAS QUYẾT NGHỊ:

Mục 1: Theo đây ra lệnh rằng Cuộc Bầu Cử Thường Kỳ, dự kiến sẽ được tổ chức tại Thành Phố Tomball vào ngày 9 tháng Năm 2015, tại đó cuộc bầu cử các viên chức sau đây đã được lựa chọn bởi các cử tri hội đủ điều kiện của Thành Phố, bị hủy bỏ chiếu theo Mục 2.053(a) của Bộ Luật Tuyển Cử Texas.

VỊ TRÍ: ỦY VIÊN HỘI ĐỒNG VỊ TRÍ 2
 ỦY VIÊN HỘI ĐỒNG VỊ TRÍ 4

Mục 2: Các ứng cử viên sau đây đã được xác nhận là không có đối thủ và theo đây được đặc cử như sau:

<u>Ứng Cử Viên</u>	<u>Vị Trí Đặc Cử</u>
Mark Stoll	Ủy Viên Hội Đồng Vị Trí 2
Derek S. Townsend, Sr.	Ủy Viên Hội Đồng Vị Trí 4

Mục 3: Một bản sao của Lệnh Hủy Bỏ, được đính kèm theo Nghị Quyết này và trở thành một phần của Nghị Quyết số 2015-03, sẽ được niêm yết vào Ngày Bầu Cử tại địa điểm bỏ phiếu sau đây, mà lẽ ra được sử dụng trong cuộc bầu cử:

ĐỊA ĐIỂM BỎ PHIẾU
Tomball City Hall
401 Market Street
Houston, Texas 77375

ĐƯỢC CHẤP THUẬN VÀ THÔNG QUA hôm nay ngày 16 tháng Ba, 2015.

Gretchen Fagan
Gretchen Fagan, Thị Trưởng
Thành Phố Tomball

CHỨNG THỰC:

Doris Speer
Doris Speer, Bí Thư Thành Phố
Thành Phố Tomball

決議案編號2015-03

—德克薩斯州，TOMBALL市決議案，取消一般市府官員應於2015年5月9日的選舉計畫，其是根據德克薩斯州選舉法2.053(a)節；茲此通知該選舉取消；以及提供關於取消該選舉的詳情

特此由德克薩斯州，TOMBALL市決議：

第1條：

茲此命令計畫在德克薩斯州，TOMBALL市2015年5月9日舉行的選舉，在該選舉應由本市合乎資格選民選出下列官職，根據德克薩斯州選舉法2.053(a)節該選舉已取消。

席位：	委員席位 2
	委員席位 4

第2條： 下列候選人已被證實為無競爭對手當選候選人：

<u>候選人</u>	<u>當選職位</u>
Mark Stoll	委員席位 2
Derek S. Townsend, Sr.	委員席位 4

第3條： 本取消令命令副本，在此附上以及成為決議案編號2015-03的一部分，將於選舉日張貼在在下列可能啟用的投票場所。

投票場所
Tomball市政廳
401 Market Street
Tomball, Texas 77375

在2015年3月16日通過，批准及決議。

Gretchen Fagan
Gretchen Fagan市長
Tomball市

此證：

Doris Speer
Doris Speer, 市秘書
Tomball市

ORDER OF CANCELLATION
(ORDEN DE CANCELACIÓN)
Đơn đặt hàng của CANCELLATION
取消命令

The City of Tomball, Texas hereby cancels the election scheduled to be held on May 9, 2015 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

(El Ciudad de Tomball por la presente cancela la elección que, de lo contrario se hubiera celebrado el 9 de mayo de 2015 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se halla indicado a continuación:)

[The thành phố Tomball, Texas hướng hủy bỏ cuộc bầu cử dự kiến sẽ được tổ chức vào ngày 9 tháng 5 năm 2015 phù hợp với phần 2.053(a) của luật bầu cử Texas. Các ứng cử viên sau đã chứng nhận là mà và hướng được bầu làm như sau]:

(市Tomball, 得克薩斯特此取消預定的競選舉行2015年5月9日符合第2.053部分(a)得克薩斯競選代碼。以下候選人被證明了作為不受反對和特此被選舉如下):

Candidate (*Candidato*) [Ứng cử viên]

(候選人; 應試者, 攻讀學

位者; 候補者; 求職應徵者)

Mark Stoll

Derek S. Townsend, Sr.

Office Sought (*Cargo al que presenta candidatura*)

[Văn phòng tìm kiếm con dấu]

(被尋找的辦公室)

Council Position 2 (*Concejal Posición 2*)

[hội đồng vị trí 2] (委員會位置2)

Council Position 4 (*Concejal Posición 4*)

[hội đồng vị trí 4] (委員會位置4)

A copy of this order will be posted on Election Day at each polling place that would have been used in the election.

(El Día de las Elecciones se exhibirá una copia de esta orden en todas las mesas electorales que se hubieran utilizado en la elección.)

[A bản sao của lệnh này sẽ được đăng trên ngày bầu cử tại mỗi địa điểm phòng phiếu nào đã được sử dụng trong cuộc bầu cử.] (這秩序的拷貝在選舉日將被張貼在用於競選的每個投票所。)

Gretchen Fagan

Mayor (*Alcalde*) (*Chữ ký của Thị Trưởng*) (市長簽名)

Doris Speer

Secretary (*Secretaria*) [Bí thư] (秘書)

(seal) (*sello*) [con dấu] (封印)

March 16, 2015

Date of Adoption (*Fecha de Adopción*) [ngày nhận con nuôi]

Regular City Council Agenda Item Data Sheet

Meeting Date: May 18, 2015

Topic:

Administer Oath of Office to Elected Officials

Administrar el juramento al cargo de los funcionarios electos

Làm lễ Tuyên Thệ Nhậm Chức cho các Viên Chức Được Bầu Chọn

管管理選舉官員宣誓就職

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
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

Regular City Council Agenda Item Data Sheet

Meeting Date: May 18, 2015

Topic:

Consideration to Elect Mayor Pro-Tem, in Accordance with Section 6.08 of the City of Tomball Home Rule Charter

Considerar elegir un Alcalde Interino, de acuerdo con la Sección 6.08 de la Carta Orgánica de Gobierno Local de al Ciudad de Tomball.

Xem xét Bầu Chọn Thị Trưởng Tạm Thời, chiếu theo Mục 6.08 của Hiến Chương Điều Lệ Địa Phương Thành Phố Tomball.

考慮選出暫替市長，根據Tomball市自治憲章6.08節

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
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: May 18, 2015

Topic:

- Proclamation – the Month of May is *“Motorcycle Safety and Awareness Month”*
- Proclamation – May 20, 2015 is *“Tomball Special Olympics Day - 2015”*
- Proclamation – May 17-23, 2015 is *“National Public Works Week – Tomball, Texas”*
- Proclamation – May 17-23, 2015 is *“National Emergency Medical Services Week – “EMS STRONG” – Tomball, Texas”*
- Proclamation – May 17-23, 2015 is *“Tomball Firefighter Appreciation Week”*
- Proclamation – May 24-30, 2015 is *“National Hurricane Preparedness Week – Tomball, Texas”*

Background:

Origination:

Recommendation:

Funding:

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

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

“Motorcycle Safety and Awareness Month”

“Tomball Special Olympics Day - 2015”

“National Public Works Week – Tomball, Texas”

“National Emergency Medical Services Week – “EMS STRONG” – Tomball, Texas”

Tomball Firefighter Appreciation Week

“National Hurricane Preparedness Week – Tomball, Texas”

Office of the Mayor
Tomball, Texas

Proclamation



- WHEREAS,** the month of May marks the traditional start of riding season, when motorcycles become more prevalent on our streets, and the need to be aware of their presence is of the utmost urgency; and
- WHEREAS,** motorcycles occupy a very important position in the history of our State and Nation as an efficient vehicle which reduces fuel consumption, have less impact on our overworked roads and highway system, are an important mode of transportation for commuting, touring and recreation; and
- WHEREAS,** over two-thirds of car-motorcycle crashes and nearly one-half of all motorcycle crashes are caused by car drivers and several organizations are committed to increasing the safe operation of motorcycles by promoting rider safety education programs and by providing safety instruction at local chapter meetings; and
- WHEREAS,** citizens should recognize that motorcycle operators have the same rights and privileges as operators of other vehicles on all roads and highways and accord them the same respect as any other motorist or vehicle traveling the highways of this country, and it is the responsibility of riders and motorists alike to obey all traffic laws and safety rules; and
- WHEREAS,** Motorcycle Awareness Month is designed to increase public awareness about motorcycles, encourage their safe and proper use among motorcycle riders; and
- WHEREAS,** the City of Tomball wishes to join with the *Clutch City Ryders Motorcycle Club*, the Texas Confederation of Clubs and Independents Safety & Awareness Region 3 Houston, and the Texas Motorcycle Safety Coalition in urging every citizen in our community to note the increase in the amount of motorcycle traffic as we enter the warm weather months to promote the reduction of accidents and injuries involving motorcyclists;

NOW, THEREFORE, by virtue of the authority vested in me as **Mayor of the City of Tomball**, on behalf of the Tomball City Council and all citizens hereof, I do hereby proclaim the month of May 2015 as:

"MOTORCYCLE SAFETY AND AWARENESS MONTH"

and urge all residents to do their part to increase safety and awareness in our community.



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

ATTEST:

DATE:

[Signature]
Sec. Spem
May 12, 2015

Office of the Mayor
Tomball, Texas

Proclamation



WHEREAS the **SPECIAL OLYMPICS** showcases the courage and perseverance of the human spirit, challenging millions of people with disabilities to set high goals, always try their best, and embody the Special Olympics Athlete Oath "Let me win. But if I cannot win, let me be brave in the attempt"; and

WHEREAS the **SPECIAL OLYMPICS'** mission is to provide year-round sports training and athletic competition in a variety of Olympic-type sports for children and adults with intellectual disabilities, providing continuous opportunities to develop physical fitness, demonstrate courage, experience joy, and share skills, gifts, and fellowship with fellow athletes, their families, and the community; and

WHEREAS law enforcement officers serve as the "Guardians of the Flame," the **TOMBALL POLICE DEPARTMENT** will participate in the **SPECIAL OLYMPICS LAW ENFORCEMENT TORCH RUN** as it proceeds from Houston to Arlington and will carry the "**FLAME OF HOPE**" through a portion of the City of Tomball on Wednesday, May 20, 2015; and

WHEREAS the **TORCH RUN** will begin in downtown Houston and arrive in Tomball, meeting at the Tomball Depot at approximately 9:15 a.m., where participants in the **TORCH RUN** will proceed, escorted by a rolling barricade, through the City and returning to the Tomball Depot at approximately 9:45 a.m.; and

WHEREAS the City of Tomball wishes to support the **SPECIAL OLYMPICS** and honor those volunteers and athletes who participate in year-round sports training and athlete competitions for children and adults with intellectual disabilities in 150 countries around the world;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, do hereby proclaim Wednesday, May 20, 2015, as:

"TOMBALL SPECIAL OLYMPICS DAY - 2015."

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

ATTEST: _____

DATE: _____



Office of the Mayor
Tomball, Texas

Proclamation



WHEREAS, the support of an understanding and informed citizenry is vital to the efficient operation of public works systems and programs for the health, safety and comfort of this community, such as water, sewer, gas, streets and highways, public buildings, parks, and solid waste collection; and

WHEREAS, the health, safety and comfort of Tomball greatly depends on these facilities and services and the quality and effectiveness of Tomball's facilities, as well as their planning, design and construction, is vitally dependent upon the efforts and skill of Public Works officials; and

WHEREAS, the public works services provided in Tomball are an integral part of our citizens' everyday lives and the efficiency of the qualified and dedicated personnel who staff Tomball's Public Works Department is materially influenced by people's attitude and understanding of the importance of the work they perform; and

WHEREAS, there would be no community without the quality of life public works provides, no community to police and protect, no public to lead or represent—this year's theme "*Community Begins Here*" speaks to the importance of Public Works services in support of our daily quality of life; and

WHEREAS, 2015 marks the 55th annual National Public Works Week, sponsored by the American Public Works Association and the Tomball City Council wishes to recognize the dedication, talents and contributions made by Tomball Public Works employees;

NOW THEREFORE, I, Gretchen Fagan, Mayor of the City of Tomball, Texas on behalf of the Tomball City Council, do hereby proclaim May 17-23, 2015 as:

"NATIONAL PUBLIC WORKS WEEK – TOMBALL, TEXAS"

in the City of Tomball, Texas and I call upon all citizens and civic organizations to acquaint themselves with the issues involved in providing our Public Works services and to recognize the contributions that Public Works officials and employees make every day to our health, safety, comfort, and quality of life.



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

ATTEST:

DATE:

[Signature]
[Signature]
May 1, 2015

Office of the Mayor
Tomball, Texas

Proclamation



- WHEREAS,** emergency medical services is a vital public service that the members of **Northwest Rural Emergency Medical Service (NWEMS)** are ready to provide lifesaving care to those in need 24 hours a day, seven days a week; and
- WHEREAS,** access to quality emergency care dramatically improves the survival and recovery rate of those experiencing sudden illness or injury and **NWEMS** plays a critical role in public outreach and injury prevention, and is evolving in its role as an important member of the healthcare community; and
- WHEREAS,** emergency medical responders are supported by emergency medical dispatchers, firefighters, law enforcement officers, educators, administrators, researchers, emergency nurses, emergency physicians and others; and
- WHEREAS,** **NWEMS** responders will be the first to respond to terrorist or natural events and are constantly training to respond to any possible occurrence, benefitting the citizens of Tomball daily through the knowledge and skills of these highly-trained individuals, who, whether career or volunteer, engage in thousands of hours of specialized training and continuing education to enhance their life-saving skills, and the availability of the Texas trauma system; and
- WHEREAS,** it is appropriate for the City of Tomball to recognize the value and the accomplishments of emergency medical services providers, especially **Northwest Rural Emergency Medical Service**, by designating the **41st Annual Emergency Medical Services Week**;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor, on behalf of the City Council of the City of Tomball, Texas, do hereby proclaim the week of May 17-23, 2015 as:

"NATIONAL EMERGENCY MEDICAL SERVICES WEEK – "EMS STRONG" – TOMBALL, TEXAS"



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

ATTEST: _____

DATE: _____

May 1, 2015

Office of the Mayor
Tomball, Texas

Proclamation



- WHEREAS, the **Tomball Fire Department** has been protecting the City of Tomball and the surrounding area since its inception in 1934; and
- WHEREAS, the **City of Tomball** recognizes, honors and promotes the value of the contributions of the members of the **Tomball Fire Department**, who place themselves in harm's way to ensure that persons and property are protected; and
- WHEREAS, the **Tomball Fire Department** has grown to 19 full-time, 34 part-time employees, numerous volunteers, and 10 vehicles/apparatus, providing fire and rescue services for the protection of life and property in and around Tomball 24 hours a day, seven days a week; and
- WHEREAS, the **City of Tomball** and the **Tomball Fire Department** personnel have worked together to provide for the rapid deployment of firefighters and equipment, improved water supply and distribution systems, improved communication systems, and significant firefighter training—resulting in Tomball's earning an ISO rating of 1, the best rating for any fire department—volunteer or career—in the nation, benefitting our residents through the lowest possible insurance rates on property coverage; and
- WHEREAS, **Tomball Fire Department** personnel also care for the community by teaching first-aid classes, assisting in preparing for and recovery from natural and man-made disasters, providing safe holiday fireworks displays; providing public education, providing Community Emergency Response Team (CERT) training and providing support for local families during the Christmas and Thanksgiving holiday seasons; and
- WHEREAS, the members of the **Tomball Fire Department** are dedicated to reducing the occurrence of home fires and home fire injuries through prevention and protection education and constantly train to respond to any possible occurrence;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, Texas, on behalf of the Tomball City Council and all citizens hereof, do hereby proclaim the week of May 17 through May 23, 2015 as:

"TOMBALL FIREFIGHTER APPRECIATION WEEK"



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

ATTEST:

DATE:

Gretchen Fagan
Deni Spier
May 13, 2015

Office of the Mayor
Tomball, Texas

Proclamation



- WHEREAS,** Texas' hurricane season officially begins June 1 and ends November 30, and history teaches that a lack of hurricane awareness and preparation are common threads among all major hurricane disasters, but that knowing our vulnerabilities and the actions we should take can reduce the effects of a hurricane disaster; and
- WHEREAS,** the 624-mile Texas Gulf coastline, areas of Texas hundreds of miles inland, and our area in particular, are vulnerable to the devastating effects of a hurricane or tropical storm, including heavy rainfall, inland flooding, high winds, tornadoes, and storm surges; and
- WHEREAS,** both public and private entities should develop emergency response and recovery plans in accordance with local jurisdictions and local emergency management offices, and
- WHEREAS,** the *National Oceanic and Atmospheric Administration* and the *Texas Division of Emergency Management* have designated the week of May 24-May 30, 2015 as ***National Hurricane Preparedness Week***; and
- WHEREAS,** the NOAA, the National Weather Service, the Texas Division of Emergency Management, and the leaders of the City of Tomball strongly suggest that all residents and visitors to this area be made aware of the potential dangers of these storms; and
- WHEREAS,** the best defense is preparedness and public education about the dangers of high winds, storm surge, flooding and tornadoes that may occur for hundreds of miles in conjunction with a hurricane or tropical storm;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, on behalf of the City Council, do hereby proclaim the week of May 24 through May 30, 2015 as:

“NATIONAL HURRICANE PREPAREDNESS WEEK – TOMBALL, TEXAS”

and urge all citizens of the City of Tomball and the surrounding community to participate in hurricane preparedness activities, and to pay close attention to watch and warning instructions.



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

ATTEST: _____

DATE: _____

Gretchen Fagan
Mayor
May 1, 2015

Regular City Council

Agenda Item

Meeting Date: May 18, 2015

Data Sheet

Topic:

- May 23, 2015 – **4th Annual Memorial Day Weekend Chili Challenge**
- **Tomball City Pool – 2015 Swim Season - Jerry Matheson Park Pool** opens May 23, 2015 and will close on September 7, 2015. May 23-June 7, 2015, the pool will be open only during weekends. 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 13, 2015 – **2nd Saturday at the Depot**
- 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.
- July 4, 2015 – **Tomball 4th of July Celebration and Street Party** – 5:00 p.m.-10:30 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.
- **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

Background:

Origination:

Various

Recommendation:

N/A

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

4th Annual Memorial Day Weekend Chili Challenge

MEMORIAL DAY WEEKEND CHILI CHALLENGE

TOMBALL, TEXAS

MAY 23, 2015

DEPOT PLAZA

CASI COOK TEAMS

LOCAL BUSINESS TEAMS

A KIDS' COOK-OFF

MARGARITA POUR-OFF

LIVE MUSIC

KIDS ZONE

FOOD VENDORS

FREE ADMISSION

AND PARKING



**FOR INFORMATION OR TO
REGISTER A COOK TEAM,
E-MAIL KDKONE@AOL.COM
OR CALL 281-351-5484**



**PRESENTED BY CASI
CHILI APPRECIATION
SOCIETY INTERNATIONAL**

***PROCEEDS BENEFIT TOMBALL CHRISTMAS CHARITIES**

Regular City Council Agenda Item Data Sheet

Meeting Date: May 18, 2015

Topic:

Approve the Minutes of the following City Council Meetings:

- Regular City Council Meeting - May 4, 2015
- Special City Council Meeting - May 6, 2015
- Special City Council Meeting - May 9, 2015
- Special City Council Meeting - May 11, 2015

Background:**Origination:**

City Secretary

Recommendation:

N/A

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

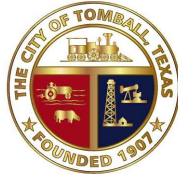
City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Draft Minutes - Regular City Council Meeting - May 4, 2015
Draft Minutes - Special City Council Meeting - May 6, 2015
Draft Minutes - Special City Council Meeting - May 9, 2015
Draft Minutes - Special City Council Meeting - May 11, 2015

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



MONDAY, MAY 4, 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 Klein Quinn
Councilman Hudgens
Councilman Degges
Councilman Stoll

Others present:

City Manager – George Shackelford
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
Fire Marshal – Doug Sanguedolce
Building Official – Ken Cole
Executive Director-TEDC – Kelly Violette
NWEMS Director – Brian Bayani

2.0 The invocation was led by Arthur Torres, American Legion Post 127

3.0 The pledges to U. S. and Texas Flags were led by U. S. Army Recruiters Pierce and Lee.

4.0 No public comments were received.

5.0 Presentations:

- Mayor Fagan presented a Proclamation for May 4-10, 2015 is ***“Texas Travel and Tourism Week – Tomball, Texas”*** to Mike Baxter and announced that Mike Baxter is now a Certified Festivals and Events Executive.

6.0 Reports and Announcements:

- May 9, 2015 – **2nd Saturday at the Depot**
- May 17, 2015 – **Lions Club Car Show** at the Depot
- May 23, 2015 – **4th Annual Memorial Day Weekend Chili Challenge**
- **June 1 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.
- **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:
 - Glenn Windsor presented the Quarterly Investment Report for the Quarter ending March 31, 2015. The Public Funds Investment Act requires that a report of the City's investments be presented to Council on a quarterly basis. The investment report includes a listing of all investments together with information relating to diversification, cost vs. market values, yield information, and weighted average maturities. On March 31, 2015, the City had total cash equivalents and investments totaling \$55,712,077. A copy of the report is attached for review.
 - Mike Baxter presented a report on the success of the **Rails and Tails Mudbug Festival**, with ***“Roux Run” at Depot Downs***
 - David Esquivel presented a report on the success of the **Annual Spring Clean-Up and Chipping Week and Tomball Consolidated Recycling Day**
 - Billy Tidwell reported on the successful cleanup performed at 411 Fannin by Sgt. Rebecca Carlisle and the Explorers; he also invited Council and the members of the audience to attend “Tip a Cop” on Wednesday, May 6, at Pecos Grilling Company, from 6 p.m. to 9 p.m., a fundraising event for the Special Olympics that will be coming through Tomball on Wednesday, May 20.
 - Mayor Fagan announced that the Memorial Service for Ken Walden, volunteer Depot Station Agent, will be held on Saturday, May 16, 2015 at 10:00 a.m.
 - Councilman Townsend suggested a photo of Ken Walden be framed and mounted in the Depot.

7.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of the April 20, 2015 Regular City Council Meeting.

Motion carried unanimously.

8.0 Old Business:

- 8.1 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to adopt, on Second Reading, Ordinance No. 2015-08, an Ordinance of the City of Tomball, Texas, Authorizing the Redemption Prior to Maturity of Outstanding City of Tomball, Texas Waterworks and Sewer System Revenue Bonds, Series 1999. 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>Aye</u>

Motion carried unanimously.

9.0 New Business:

- 9.1 Mayor Fagan opened the Public Hearing regarding a Proposed STRATEGIC PARTNERSHIP AGREEMENT between the City of Tomball, Texas and Harris County Municipal Utility District No. 27 at 6:17 p.m.

Receiving no public comments, Mayor Fagan closed the Public Hearing at 6:17 p.m.

- 9.2 Mayor Fagan opened the Public Hearing regarding a Proposal to Adopt an Ordinance Creating Reinvestment Zone No. 5; said Reinvestment Zone No. 5 is Proposed to Include a Tract of Land Containing 17.387 Acres, More or Less (Packers Plus) at 6:20 p.m.

Receiving no public comments, Mayor Fagan closed the Public Hearing at 6:20 p.m.

- 9.3 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve Resale Deed for Property acquired by Foreclosure Tax Sale in Cause No. 1998-28221, styled *City of Tomball, vs. Hester, Hattie, Miss*, said Property being described as: Lot 50, Block 103, Tomball, Located in Harris County, Texas and being More Particularly Described in Volume 375, Page 72 of the Real Property Records of Harris County, Texas (Account No. 035-281-004-0050)

Motion carried unanimously.

- 9.4 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to approve the trade-in of 10-year-old Hydraulic Equipment no longer being used in Front-line Service for a Mid-size New 28-Inch Spreader.

Motion carried unanimously.

- 9.5 Consideration to Authorize the Mayor to Sign the Updated Harris County Emergency Management Plan Basic Plan Document was withdrawn at the request of the City Manager.

No action taken.

- 9.6 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve and authorize the City Manager to Execute Pipeline Relocation/Reimbursement Agreement with Tortuga Operating Company ("Tortuga"), in the Amount of \$313,028.00.

Motion carried unanimously.

- 9.7 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve **P D & J Enterprises**: Being a subdivision of 0.3213 acre of land situated in the William Hurd Survey, Abstract Number 371, of Harris County, Texas, and being a replat of Lots 20, 21, 22 and 23, in Block 81 of Revised Map of Tomball, according to the map or plat thereof recorded in Volume 4, Page 25 of the Map Records of Harris County, Texas.

Motion carried unanimously.

- 9.8 Motion was made by Councilman Degges, second by Councilman Klein Quinn, to approve Additional Services with GMS Home Inspection Service, LLC to Perform On-Call Residential and Commercial Plan Review and Inspection Services for an Amount Not to Exceed \$75,000.

Motion carried unanimously.

- 10.0 Motion was made by Councilman Hudgens, second by Councilman Stoll, to adjourn.

Motion carried unanimously.

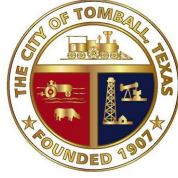
Meeting adjourned.

PASSED AND APPROVED this the 18th day of May 2015.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

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



WEDNESDAY, MAY 6, 2015

5:30 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 Klein Quinn
Councilman Hudgens
Councilman Stoll

Members absent:

Councilman Degges – Excused

Others present:

City Manager – George Shackelford
City Secretary – Doris Speer
City Attorney – Loren Smith
Fire Chief – Randy Parr
City Engineer – Lori Lakatos

2.0 No public comments were received.

3.0 New Business:

- 3.1 Mayor Fagan opened the Public Hearing regarding a Proposed STRATEGIC PARTNERSHIP AGREEMENT between the City of Tomball, Texas and Harris County Municipal Utility District No. 273 at 5:32 p.m.

Receiving no public comments, Mayor Fagan closed the Public Hearing at 5:32 p.m.

The City Council recessed at 5:32 p.m. to meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.071 – Private Consultation with Attorney in Closed Meeting regarding a Matter that the Duty of the Attorney Requires be Held in Closed Session.

Upon reconvening into the special meeting at 6:03 p.m., the following action was taken:

- 3.2 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve a Strategic Partnership Agreement between Harris County Municipal Utility District No. 273 and the City of Tomball for Property Consisting of 153.0194 Acres at the Southwest Corner of State Highway 249 and the Grand Parkway.

Motion to AMEND was made by Councilman Stoll, second by Councilman Townsend, to approve a Strategic Partnership Agreement between Harris County Municipal Utility District No. 273 and the City of Tomball for Property Consisting of 153.0194 Acres at the Southwest Corner of State Highway 249 and the Grand Parkway, by amending the Strategic Partnership Agreement to strike the last sentence of Article 3.02. Payment of Sales and Use Tax to the District, Section D, from the Strategic Partnership Agreement.

Motion, as AMENDED, carried unanimously.

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

Motion carried unanimously.

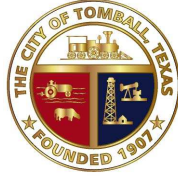
Meeting adjourned.

PASSED AND APPROVED this the 18th day of May 2015.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

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



SATURDAY, MAY 9, 2015

7:00 P.M.

1.0 Call to Order

The Council meeting was called to order at 7:00 p.m. by Mayor Fagan. Other members present:

Councilman Hudgens
Councilman Stoll
Councilman Townsend

Members absent:

Councilman Degges – Excused
Councilman Klein Quinn - Excused

Others present:

City Manager – George Shackelford
City Secretary – Doris Speer
City Attorney – Loren Smith
Fire Chief – Randy Parr

2.0 No public comments were received.

3.0 New Business:

- 3.1 Motion was made by Councilman Stoll, second by Councilman Townsend, to read Ordinance No. 2015-09, by caption only, on First Reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2015-09, an Ordinance Annexing to the City of Tomball, Texas, for Limited Purposes, a Certain Area Located within Harris County Municipal Utility District No. 273 (the “District”), in Harris County, Texas; Containing Findings and Other Provisions Related Thereto; Imposing the Sales and Use Tax of the City of Tomball in the Area within the District Annexed for Limited Purposes; and Providing for Severability. Vote was as follows:

Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Aye</u>

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

Motion carried unanimously.

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

Motion carried unanimously.

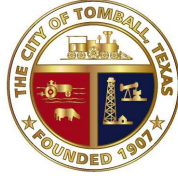
Meeting adjourned.

PASSED AND APPROVED this the 18th day of May 2015.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

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



MONDAY, MAY 11, 2015

7:00 A.M.

1.0 Call to Order

The Council meeting was called to order at 7:00 a.m. by Mayor Fagan. Other members present:

Councilman Hudgens
Councilman Stoll
Councilman Klein Quinn

Members absent:

Councilman Degges – Excused
Councilman Townsend - Excused

Others present:

City Manager – George Shackelford
City Secretary – Doris Speer
City Attorney – Loren Smith
Fire Chief – Randy Parr

2.0 No public comments were received.

3.0 New Business:

- 3.1 Motion was made by Councilman Stoll, second by Councilman Klein Quinn, to adopt, on Second Reading, Ordinance No. 2015-09, an Ordinance Annexing to the City of Tomball, Texas, for Limited Purposes, a Certain Area Located within Harris County Municipal Utility District No. 273 (the “District”), in Harris County, Texas; Containing Findings and Other Provisions Related Thereto; Imposing the Sales and Use Tax of the City of Tomball in the Area within the District Annexed for Limited Purposes; and Providing for Severability. Vote was as follows:

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

Motion carried unanimously.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 18th day of May 2015.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 18, 2015

Topic:

Conduct Public Hearing regarding Tax Exempt Financing for the Benefit of Concordia Lutheran High School of North Harris County

Background:

Concordia Lutheran High School has discovered that they can convert their current taxable-rate indebtedness to an instrument with a tax exempt rate, which will save the school substantial interest costs.

Concordia Lutheran High School must obtain the City's approval of the new tax exempt indebtedness. The debt is absolutely not a liability of the City and will not impact the City in any way; the entire duty to pay the debt falls on Concordia Lutheran High School.

The required notice of public hearing has been published in the newspaper, online, and at City Hall. Approval by the City will allow Concordia Lutheran to proceed with the conversion on the indebtedness.

Origination:

Concordia Lutheran High School

Recommendation:

N/A

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Notice of Public Hearing - Concordia Lutheran High School

Request re Concordia Lutheran High School

NOTICE OF PUBLIC HEARING
REGARDING TAX EXEMPT FINANCING FOR THE BENEFIT OF
CONCORDIA LUTHERAN HIGH SCHOOL OF NORTH HARRIS COUNTY
MONDAY, MAY 18, 2015



6:00 P.M.

Notice is hereby given that a **PUBLIC HEARING** will be held by the Tomball City Council, as the Governing Body of the City of Tomball, Texas, at a Regularly Scheduled Council Meeting on Monday, May 18, 2015 **at 6:00 p.m.**, in the Council Chambers, City Hall, 401 Market Street, Tomball, Texas, with Regard to:

A financing to be issued by the Riesel Education Facilities Corporation in a maximum principal amount not to exceed \$6,600,000. Proceeds of this financing will be used for a loan to be made to Concordia Lutheran High School of North Harris County (the "School"). Approximately \$600,000 of the loan amount will be used to refinance a previous debt of the School used to provide renovation or retrofitting of the School's HVAC system and a new roof on the high school. An additional \$6,000,000 of the loan will be used to finance or refinance new conference rooms, office area, commons area (which is a multiple purpose room), 13 classrooms, and related facilities, all to be located at the School campus, 700 E. Main, Tomball, Texas 77375.

The owner of the property being financed is Concordia Lutheran High School of North Harris County. The users of this property include the school, its staff, faculty, students, and administration.

THIS DEBT IS NOT A DEBT OF THE CITY OF TOMBALL, TEXAS AND NO PUBLIC FUNDS ARE INVOLVED IN THIS FINANCING.

Persons desiring to submit comments prior to the public hearing should submit the same to Doris Speer, City Secretary, City of Tomball, Texas, 401 Market Street, Tomball, Texas 77375.

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 4th day of May 2015 by 6:00 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, CMC

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



**NAMAN HOWELL
SMITH & LEE^{PLLC}**
ATTORNEYS AT LAW

MEMORANDUM
from
Dan Pleitz

(254) 755-4100
Fax (254) 754-6331
E-mail: pleitz@namanhowell.com

TO: City Council of City of Tomball, Texas

DATE: April 23, 2015

RE: Tax Exempt Financing for the Benefit of Concordia Lutheran High School
of North Harris County

To the City Council:

We are acting as legal counsel on a transaction where the Riesel Education Facilities Corporation will be issuing up to a maximum of \$6,600,000 in tax exempt financing to benefit Concordia Lutheran High School of North Harris County (the "School"). Proceeds of this financing will be used for a loan to be made to the School. Approximately \$600,000 of the loan amount will be used to refinance a previous debt of the School used to provide renovation or retrofitting of the School's HVAC system and a new roof on the high school. An additional \$6,000,000 of the loan will be used to finance or refinance new conference rooms, office area, commons area (which is a multiple purpose room), 13 classrooms, and related facilities, all to be located at the School campus, 700 E. Main, Tomball, Texas 77375.

The owner of the property being financed is the School. The users of this property include the School, its staff, faculty, students, and administration.

For this debt to be tax exempt (which mean at a lower interest rate) the debt has to be issued by an educational facilities corporation (the School can not issue tax exempt debt directly). We have located such a corporation (the "Riesel Education Facilities Corporation") in the City of Riesel, Texas and they will be facilitating this transaction. (Educational facilities corporations can issue tax exempt debt for schools outside their city, in this case Riesel.)

Under Section 147(f) of the Internal Revenue Code, for this transaction to be tax exempt it has to be approved both by the City of Riesel (where the debt will be issued) and by the City of Tomball (which has jurisdiction over the site of the new project). That is a three step process (in each of these cities), as follows:

1. A notice is published in the local Tomball paper about the transaction. We have attached a copy of that notice.

2. At least 14 days after the notice, a public hearing is held in regard to the transaction. That public hearing is tentatively scheduled for the City Council meeting on May ____, 2015. (The hearing does not have to be held by the Council. The Mayor, City Secretary, or someone at the School can hold it.)

3. After the public hearing the transaction has to be approved by either the City Council of Tomball or the Mayor (if the Mayor is elected at large). We have prepared a resolution (also enclosed) for the City Council to give its approval.

This debt is not a debt of the City of Tomball in any manner whatsoever. The entire obligation to repay the debt is legally on the School. Amegy Bank has agreed to make the tax exempt loan (we are refinancing two prior loans from the same bank, but now at a lower interest rate).

We would be happy to discuss this transaction with any members of the Council or the City staff. If any of you have any questions, please do not hesitate to contact me at the following address and phone number:

Dan Pleitz
Naman, Howell, Smith & Lee, PLLC
P.O. Box 1470
Waco, Texas 76703
254-755-4100
pleitz@namanhowell.com

This is a very important transaction for the School and we appreciate your kind consideration of this approval request.

Thank you.

Regular City Council Agenda Item Data Sheet

Meeting Date: May 18, 2015

Topic:

Approve Resolution No. 2015-09, a Resolution of the City Council of the City of Tomball, Texas Approving a Tax Exempt Financing to be Undertaken by the Riesel Education Facilities Corporation for the Benefit of Concordia Lutheran High School of North Harris County (*This is not a debt of the City of Tomball, and no public funds are involved in this financing.*)

Background:

Concordia Lutheran High School has approximately \$6,600,000 in debt at a taxable rate; this indebtedness can be converted to an instrument with a tax exempt rate, which will save the school substantial interest costs.

Concordia Lutheran High School must obtain the City's approval of the new tax exempt indebtedness. The debt is absolutely not a liability of the City and will not impact the City in any way; the entire duty to pay the debt falls on Concordia Lutheran High School.

The required notice of public hearing has been published in the newspaper, online, and at City Hall. Approval of Resolution No. 2015-09 will allow Concordia Lutheran to proceed with the conversion on the indebtedness.

Origination:

Concordia Lutheran High School

Recommendation:

Approve Resolution No. 2015-09

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Resolution No. 2015-09

Request re Concordia Lutheran High School Tax Exempt Financing

CERTIFICATE FOR RESOLUTION

THE STATE OF TEXAS §
COUNTY OF HARRIS §

I, the undersigned City Secretary of the CITY OF TOMBALL, TEXAS (the "City"), hereby certify as follows:

1. The City Council (the "City Council") of the City convened in REGULAR MEETING ON THE 18TH DAY OF MAY, 2015, at its regular meeting place in the Tomball City Hall (the "Meeting"), and the roll was called of the duly constituted officers and members of the City Council.

All members of the City Council were present, except the following: _____, thus constituting a quorum, whereupon among other business, the following was transacted at the Meeting, a written:

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS
APPROVING A TAX EXEMPT FINANCING TO BE UNDERTAKEN BY THE
RIESEL EDUCATION FACILITIES CORPORATION FOR THE BENEFIT OF
CONCORDIA LUTHERAN HIGH SCHOOL OF NORTH HARRIS COUNTY**

(the "Resolution") was duly introduced for the consideration of the City Council. It was then duly moved and seconded that the Resolution be adopted; and, after due discussion, such motion, carrying with it the adoption of the Resolution prevailed and carried by the following votes:

AYES: _____ NOES: _____ ABSTENTIONS: _____

2. A true, full, and correct copy of the Resolution adopted at the meeting described in the above and foregoing paragraph is attached to and follows this Certificate; the Resolution has been recorded in the City Council's minutes of the Meeting pertaining to the adoption of the Resolution; the members of the City Council were duly and sufficiently notified officially and personally, in advance, of the time, place, and purpose of the Meeting, and that the Resolution would be introduced and considered for adoption at the Meeting; and the Meeting was open to the public, and public notice was given, all as required by Chapter 551, *Texas Government Code*.

SIGNED AND SEALED AS OF THIS 18TH DAY OF MAY, 2015.

City Secretary, City of Tomball, Texas

RESOLUTION NO. 2015-09

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL,
TEXAS APPROVING A TAX EXEMPT FINANCING TO BE UNDERTAKEN
BY THE RIESEL EDUCATION FACILITIES CORPORATION FOR THE
BENEFIT OF CONCORDIA LUTHERAN HIGH SCHOOL OF NORTH HARRIS
COUNTY**

WHEREAS, Concordia Lutheran High School of North Harris County (the "School") desires to borrow approximately \$600,000 to refinance a previous debt of the School used to provide renovation or retrofitting of the School's HVAC system and a new roof on the high school, and further desires to borrow an additional \$6,000,000 to finance or refinance new conference rooms, office area, commons area (which is a multiple purpose room), 13 classrooms, and related facilities (with all such facilities being the "Project"), all to be located at the School campus, 700 E. Main, Tomball, Texas 77375; and

WHEREAS, the Riesel Education Facilities Corporation (the "Riesel Corporation") has agreed to issue tax exempt debt in a maximum amount of \$6,600,000 to finance or refinance the Project; and

WHEREAS, under the provisions of Section 147(f) of the Internal Revenue Code, in order for the debt to be issued on a tax exempt basis it must be approved by both the City of Riesel, Texas (as "issuer jurisdiction" where the debt will be issued) and by the City of Tomball, Texas (as "host jurisdiction" where the Project is located); and

WHEREAS, the users of the Project will be the School, its staff, faculty, students and administration; and

WHEREAS, this City Council has held a public hearing regarding this matter at this same City Council meeting, following publication of notice regarding such hearing more than 14 days before the date of this meeting; and

WHEREAS, such debt shall not constitute a debt of the City of Tomball in any manner whatsoever;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AS FOLLOWS:

Section 1. The City Council of the City of Tomball hereby approves the Project and the financing described above and authorizes the issuance of such financing by the Riesel Education Facilities Corporation in an amount not to exceed \$6,600,000 to finance or refinance the Project. It is the intent of the City Council of the City of Tomball that this Resolution constitute approval of the Riesel Corporation to finance the Project which is located inside the city limits of the City of Tomball, Texas.

Section 2. The Mayor and the City Secretary are hereby authorized and directed, to do any and all things necessary to execute and deliver any and all documents deemed necessary to carry out the intents and purposes of this Resolution.

Section 3. NOTHING IN THIS RESOLUTION SHALL BE CONSTRUED TO CREATE ANY OBLIGATION OF THE CITY OF TOMBALL WITH REGARD TO THE REPAYMENT OF THE FINANCING OR WITH REGARD TO THE CONSTRUCTION, OWNERSHIP OR OPERATION OF THE PROJECT. THE FINANCING SHALL NEVER CONSTITUTE AN INDEBTEDNESS OF THE CITY OF TOMBALL, TEXAS OR A PLEDGE OF THE CITY WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY PROVISION, AND THE LENDER ON THE FINANCING SHALL NEVER HAVE THE RIGHT TO BE PAID IN WHOLE OR IN PART OUT OF ANY FUNDS OF THE CITY OF TOMBALL, TEXAS BY REASON OF THIS APPROVAL.

FURTHER, THIS APPROVAL DOES NOT INCLUDE ANY APPROVAL REGARDING THE PLANS OR SPECIFICATIONS FOR THE PROJECT OR WITH REGARD TO THE CONSTRUCTION OF THE PROJECT AND THIS APPROVAL IS GIVEN SOLELY FOR THE LIMITED PURPOSE OF APPROVING THE TAX EXEMPT FINANCING REFERRED TO ABOVE.

ADOPTED this 18th day of May, 2015.

CITY OF TOMBALL, TEXAS

By: _____
Gretchen Fagan, Mayor

ATTEST:

By: _____
Doris Speer, City Secretary



**NAMAN HOWELL
SMITH & LEE^{PLLC}**
ATTORNEYS AT LAW

MEMORANDUM
from
Dan Pleitz

(254) 755-4100
Fax (254) 754-6331
E-mail: pleitz@namanhowell.com

TO: City Council of City of Tomball, Texas

DATE: April 23, 2015

RE: Tax Exempt Financing for the Benefit of Concordia Lutheran High School
of North Harris County

To the City Council:

We are acting as legal counsel on a transaction where the Riesel Education Facilities Corporation will be issuing up to a maximum of \$6,600,000 in tax exempt financing to benefit Concordia Lutheran High School of North Harris County (the "School"). Proceeds of this financing will be used for a loan to be made to the School. Approximately \$600,000 of the loan amount will be used to refinance a previous debt of the School used to provide renovation or retrofitting of the School's HVAC system and a new roof on the high school. An additional \$6,000,000 of the loan will be used to finance or refinance new conference rooms, office area, commons area (which is a multiple purpose room), 13 classrooms, and related facilities, all to be located at the School campus, 700 E. Main, Tomball, Texas 77375.

The owner of the property being financed is the School. The users of this property include the School, its staff, faculty, students, and administration.

For this debt to be tax exempt (which mean at a lower interest rate) the debt has to be issued by an educational facilities corporation (the School can not issue tax exempt debt directly). We have located such a corporation (the "Riesel Education Facilities Corporation") in the City of Riesel, Texas and they will be facilitating this transaction. (Educational facilities corporations can issue tax exempt debt for schools outside their city, in this case Riesel.)

Under Section 147(f) of the Internal Revenue Code, for this transaction to be tax exempt it has to be approved both by the City of Riesel (where the debt will be issued) and by the City of Tomball (which has jurisdiction over the site of the new project). That is a three step process (in each of these cities), as follows:

1. A notice is published in the local Tomball paper about the transaction. We have attached a copy of that notice.

2. At least 14 days after the notice, a public hearing is held in regard to the transaction. That public hearing is tentatively scheduled for the City Council meeting on May ____, 2015. (The hearing does not have to be held by the Council. The Mayor, City Secretary, or someone at the School can hold it.)

3. After the public hearing the transaction has to be approved by either the City Council of Tomball or the Mayor (if the Mayor is elected at large). We have prepared a resolution (also enclosed) for the City Council to give its approval.

This debt is not a debt of the City of Tomball in any manner whatsoever. The entire obligation to repay the debt is legally on the School. Amegy Bank has agreed to make the tax exempt loan (we are refinancing two prior loans from the same bank, but now at a lower interest rate).

We would be happy to discuss this transaction with any members of the Council or the City staff. If any of you have any questions, please do not hesitate to contact me at the following address and phone number:

Dan Pleitz
Naman, Howell, Smith & Lee, PLLC
P.O. Box 1470
Waco, Texas 76703
254-755-4100
pleitz@namanhowell.com

This is a very important transaction for the School and we appreciate your kind consideration of this approval request.

Thank you.

Regular City Council

Agenda Item

Meeting Date: May 18, 2015

Data Sheet

Topic:

Consideration to approve **ZONING CASE P15-039**: Request by Diane Deaton, on behalf of Kathy A. Gibson, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately .32 acres of land, legally described as Lots 1 & 2, Block 3, Main Street – Tomball, within the City of Tomball, Harris County, Texas, generally located south of Barbara Street and west of South Vernon Street, from the Single-Family Residential-6 District to the Old Town & Mixed Use District.

- Conduct Public Hearing on **ZONING CASE P15-039**
- Adopt, on First Reading, Ordinance No. 2015-11, An Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Changing the Zoning District Classification of Approximately 0.32 Acres of Land, Legally Described as Lots 1 & 2, Block 3, Main Street – Tomball, Within the City of Tomball, Harris County, Texas, from the Single-Family Residential-6 District to the Old Town & Mixed Use District; Said Property being Generally Located South of Barbara Street and West of South Vernon Street; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters

Background:

On May 11, 2015, the Tomball Planning & Zoning Commission, after conducting a public hearing, unanimously voted to recommend denial of Zoning Case P15-039.

Origination:

Recommendation:

Approval

Funding:

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

Community Development Department

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Ordinance No. 2015-11

Notice of Public Hearing

Zoning Case P15-039 Staff Report

Property Owner Notification Letter

ORDINANCE NO. 2015-11

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 0.32 ACRES OF LAND, LEGALLY DESCRIBED AS LOTS 1 & 2, BLOCK 3, MAIN STREET – TOMBALL, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE SINGLE-FAMILY RESIDENTIAL-6 DISTRICT TO THE OLD TOWN & MIXED USE DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED SOUTH OF BARBARA STREET AND WEST OF SOUTH VERNON STREET; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

Whereas, Diane Deaton, on behalf of Kathy A. Gibson has requested that approximately 0.32 acres of land, legally described as Lots 1 & 2, Block 3, Main Street – Tomball, generally located south of Barbara Street and west of South Vernon Street, in the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

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

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

Whereas, the Planning & Zoning Commission recommended in its final report that City Council deny the requested rezoning; and

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

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

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

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

Section 2. The zoning classification of the Property is hereby changed from the Single-Family Residential-6 District to the Old Town & Mixed Use District subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as Old Town & Mixed Use District, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property to the Old Town & Mixed Use District as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 18TH DAY OF MAY 2015.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN QUINN	_____

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 1ST DAY OF JUNE 2015.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN QUINN	_____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
MAY 11, 2015
&
CITY COUNCIL
MAY 18, 2015**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, May 11, 2015, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, May 18, 2015, at 6:00 P.M.** at Regular Meetings, in the City Council Chambers of the City of Tomball at City Hall, 401 Market Street, Tomball, Texas. On such dates, the P&Z and City Council will consider the following:

ZONING CASE P15-039: Request by Diane Deaton, on behalf of Kathy A. Gibson, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately .32 acres of land, legally described as Lots 1 & 2, Block 3, Main Street – Tomball, within the City of Tomball, Harris County, Texas, generally located south of Barbara Street and west of South Vernon Street, from the Single-Family Residential-6 District to the Old Town & Mixed Use District.

At the public hearings, parties in interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, holidays excepted, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Rodney Schmidt, at (281) 290-1410, rschmidt@tomballtx.gov.

CERTIFICATION

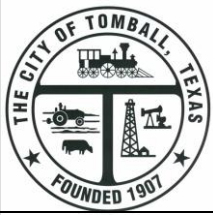
I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 7th day of May 2015 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Amelia Vasquez

Amelia Vasquez

Secretary of the Board

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



Rezoning Staff Report

Planning and Zoning Commission Hearing Date: May 11, 2015
City Council Public Hearing Date: May 18, 2015

Zoning Case: P15-039
Property Owner(s): Kathy A. Gibson
Applicant(s): Diane Deaton
Legal Description: Lots 1 & 2, Block 3, Main Street – Tomball
Location: South of Barbara Street and west of South Vernon Street (Exhibit “A”)
Area: 0.32 acres
Present Zoning and Use: Single-Family Residential-6 (SF-6) District (Exhibit “B”) / Single-family residence (Exhibit “C”)
Comp Plan Designation: Mixed Use (Exhibit “D”)
Proposed Zoning and Use: Old Town & Mixed Use (OT&MU) District¹ / Any use permitted in the OT&MU District
Adjacent Zoning and Use:
North: SF-6 District / Barbara Street and single-family residences
South: SF-6 District / Single-family residences
West: General Retail (GR) District / Unimproved alleyway and medical clinic
East: SF-6 District / South Vernon Street and single-family residences

BACKGROUND

In March 2015, the applicant, Diane Deaton, turned in a rezoning application requesting the property’s zoning classification be changed from the SF-6 District to the GR and Commercial Districts (Exhibit “E”). City staff met with Ms. Deaton after the application was submitted to inform her that the rezoning request appeared to be incompatible with the Mixed Use classification of the Comprehensive Plan. City staff also informed Ms. Deaton that the OT&MU District appeared to be more compatible with the Comprehensive Plan’s Mixed Use classification. Ms. Deaton subsequently revised her application to request the property be rezoned to the OT&MU District.

¹ Any use permitted in the proposed district would be allowed at this location if the zoning is changed. The Planning and Zoning Commission and City Council may consider zoning classifications other than that sought by the applicant for this property.

ANALYSIS

According to Section 50-79 of the Tomball Code of Ordinances, the OT&MU District "...is intended to provide a zoning mechanism for a variety of uses in the original town site and those areas that have a diverse mixture of uses." Furthermore, "The Old Town and Mixed Use District is also intended for those areas outside the Old Town Area that either currently have or are suitable for a mixture of retail, commercial and other nonresidential uses, along with single family homes and multiple-family uses and are designated for such mixed use on the adopted Comprehensive Plan."

There is a mixture of land uses in the vicinity. To the north are Barbara Street and single-family residences; to the south are residences and medical offices; to the west are an unimproved alleyway and a medical clinic; and to the east are South Vernon Street, single-family residences, and Tomball Intermediate School. The OT&MU District is intended for those areas that have a mixture of retail, commercial, other non-residential, and single- and multi-family residences. This area has a mixture of single-family and non-residential uses and therefore the OT&MU District appears to be compatible with the existing land uses in the vicinity.

There is a mixture of zoning districts in the vicinity. To the north is the SF-6 District; to the south is the SF-6 and GR Districts; to the west is the GR, SF-6, and OT&MU Districts; and to the east is the SF-6 and OT&MU Districts. The OT&MU District appears to be compatible with the existing zoning districts in the vicinity.

The Comprehensive Plan designates the subject site as Mixed Use. Mixed Use is intended to include a mix of office, retail/commercial, and high density residential uses in a master planned, integrated manner. The OT&MU District is intended for those areas that have a mixture of retail, commercial, other non-residential, and single- and multi-family residences and therefore appears to be compatible with the Comprehensive Plan's Mixed Use designation.

ZONING CONSIDERATIONS

In making its recommendation regarding a proposed zoning change, the Planning and Zoning Commission and City Council shall consider the following factors:

A. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the City as a whole.

The OT&MU District is intended for those areas that have a mixture of retail, commercial, other non-residential, and single- and multi-family residences. This area has a mixture of single-family and non-residential uses and therefore the OT&MU District appears to be compatible with the existing land uses in the vicinity.

B. Whether the proposed change is in accord with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area.

The proposed rezoning is not anticipated to negatively impact any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area.

- C. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such vacant land unavailable for development.**

There are no vacant properties in the vicinity zoned OT&MU District. There are numerous vacant properties elsewhere in the City zoned OT&MU District.

- D. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.**

There has been steady development City-wide in the OT&MU District.

- E. How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved.**

If the proposed rezoning is approved, few, if any affects on other areas designated for similar developments are anticipated.

- F. Any other factors that will substantially affect the public health, safety, morals, or general welfare.**

The proposed rezoning does not appear to negatively affect the public health, safety, morals, or general welfare.

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

The Comprehensive Plan designates the subject site as Mixed Use. Mixed Use is intended to include a mix of office, retail/commercial, and high density residential uses in a master planned, integrated manner. The OT&MU District is intended for those areas that have a mixture of retail, commercial, other non-residential, and single- and multi-family residences and therefore appears to be compatible with the Comprehensive Plan's Mixed Use designation.

PUBLIC COMMENT

Property owners within 200 feet of the subject site were mailed notification of this proposal on April 30, 2015. No public comment forms have been received as of May 7, 2015.

RECOMMENDATION

Based on the findings outlined in the analysis and zoning considerations sections of this staff report, City staff recommends approval of Zoning Case P15-039.

EXHIBITS

- A. Aerial Photo
- B. Zoning Map
- C. Site Photo(s)
- D. Comprehensive Plan Map
- E. Rezoning Application

Exhibit "A"
Aerial Photo

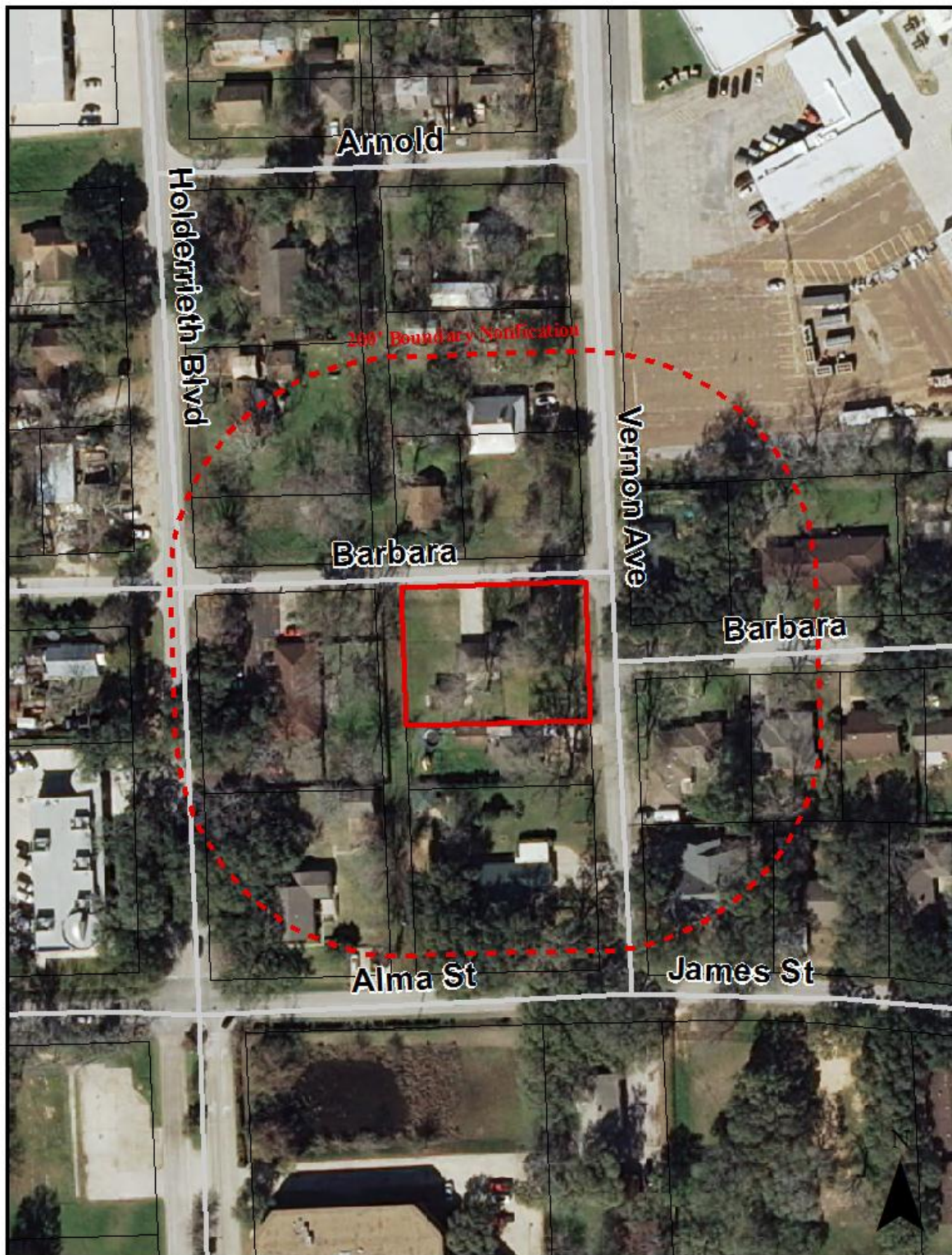
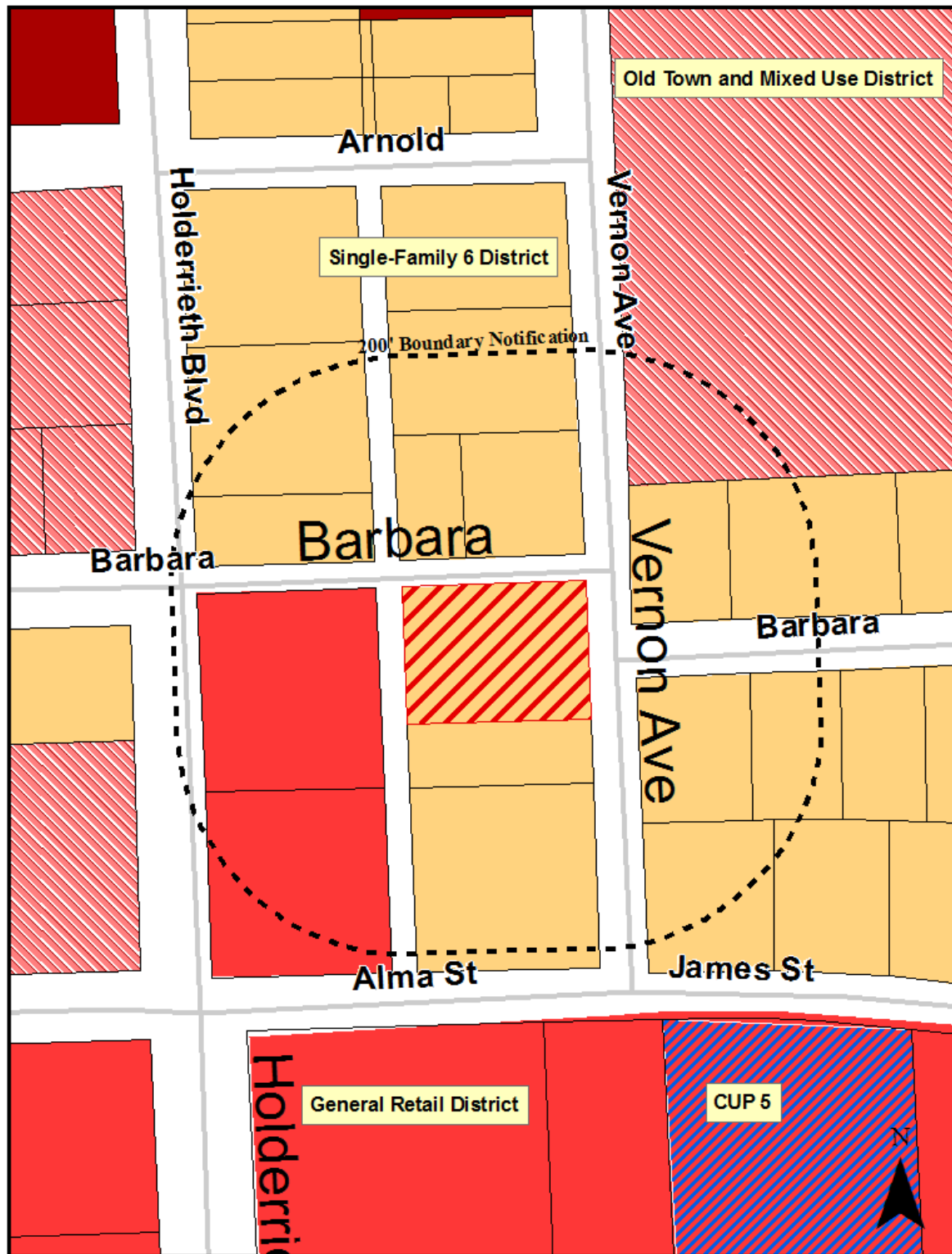


Exhibit "B"
Zoning Map



**Exhibit “C”
Site Photo(s)**



Figure 1: Westerly view of subject site.

Source: City of Tomball



Figure 2: Southerly view of subject site.

Source: City of Tomball

Exhibit "D"
Comprehensive Plan Map

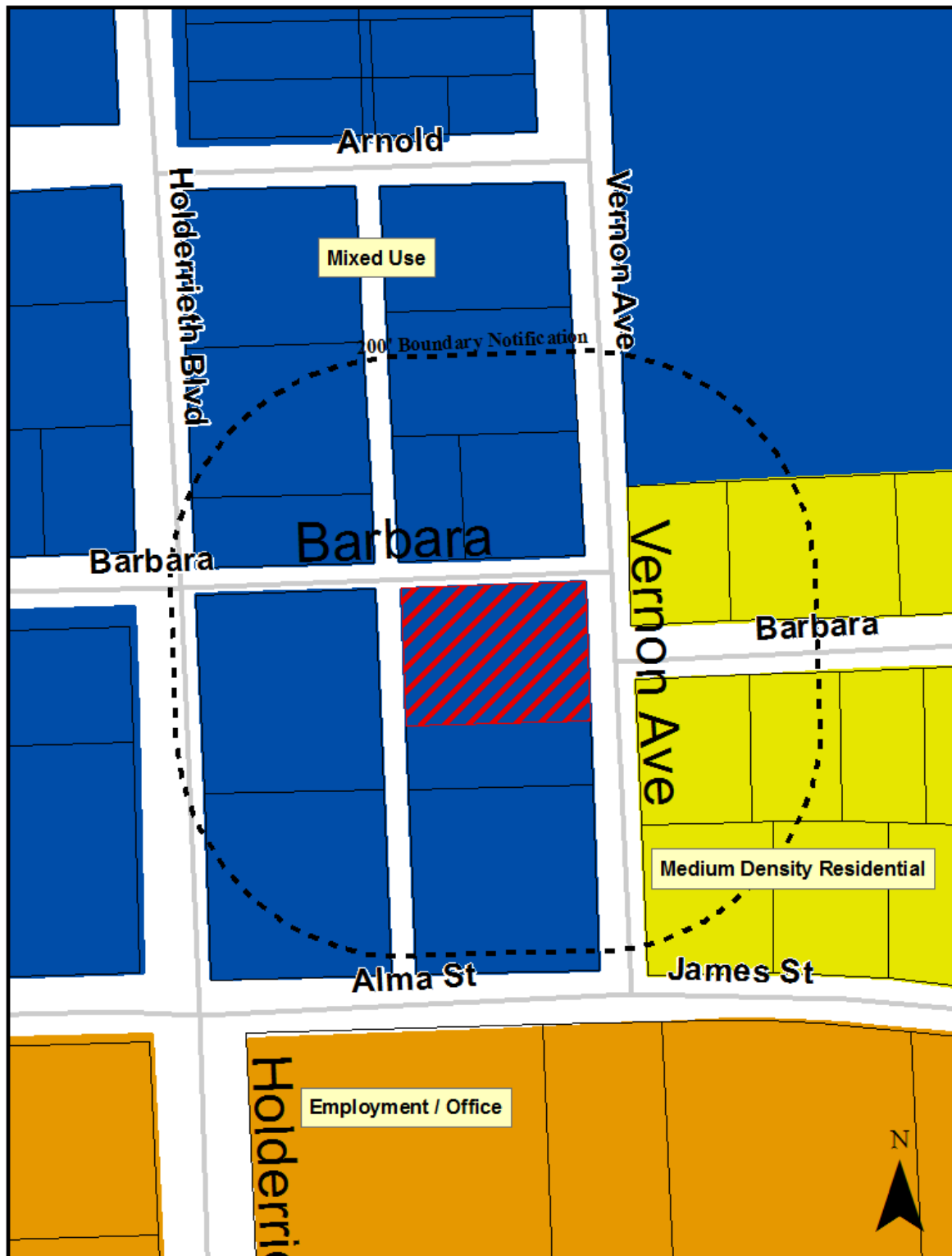
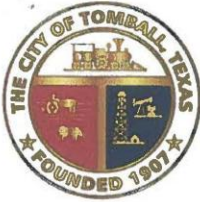


Exhibit "E"
Rezoning Application

PKS-039 Revised 1/20/09



APPLICATION FOR REZONING
Engineering & Planning Department

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

Applicant

Name: DIANE DEATON Title: REAL ESTATE BROKER
Mailing Address: 7022 NAPIER LANE City: HOUSTON State: TX
Zip: 77069
Phone: (281) 4678396 Fax: () Email: diane@deatonrealestate.net

Owner

Name: KATHY A. GIBSON Title: OWNER
Mailing Address: 200 PRIVATE ROAD 4811 City: GONZALES State: TX
Zip: 78629-6123
Phone: (830) 8576949 Fax: () Email: kgiwork@yahoo.com

Engineer/Surveyor (if applicable)

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

Description of Proposed Project: REZONE RESIDENTIAL TO ~~COMMERCIAL~~ OT & MU ^{See}

Physical Location of Property: 300 S. VERNON, TOMBALL, TX 77375
CORNER OF S. VERNON AND BARBARA
[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: LTS 1 & 2 BLK 3 MAIN STREET- TOMBALL
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: SF 6

Current Use of Property: RESIDENTIAL

Proposed Zoning District: ~~GR, G~~ OT & MU ^{See}

Proposed Use of Property: ~~COMMERCIAL OR RETAIL~~

any use permitted in OT & MU ^{See}

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

www.ci.tomball.tx.us

HCAD Identification Number: 0670990030001 Acreage: .32

LAND USE CODE 1001 FACET-47712

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

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

X Diana Deaton 3/24/15
Signature of Applicant Date

X Kathy Gibson 3/25/15
Signature of Owner Date



March 24, 2015

City of Tomball
Engineering and Planning Dept.
501 James
Tomball, Texas 77375

Re: Application for Rezoning
300 S. Vernon, Tomball, Texas 77375

Dear Sir/Madam:

I am Diane Deaton, a real estate broker in Houston and the surrounding areas, representing Mrs. Kathy A. Gibson, owner of the above property in the matter of the application for rezoning.

I have enclosed the following in accordance with the Submittal Requirements:

- Application for Rezoning;
- A check in the amount of \$410.00;
- Copies of real estate tax payments;
- Copies of two deeds with legal description, dd. 9/23/04 and 2/2/11; and
- A current rezoning map indicating location of 300 S. Vernon with a black "X" and adjacent/surrounding areas showing Commercial District, Old Town and Mixed Use District and General Retail District.

Reason for Request for Rezoning:

300 S. Vernon as indicated above is adjacent and surrounded almost on three sides of this site by clinics, law firm and a school. Her house actually backs up to a clinic on Holderreith Blvd. At the end of her street on Alma is an Allergy

7022 Napier Lane, Houston, Texas 77069 • 281 467 8396 • diane@deatonrealestate.net

Clinic. Her residence is well suited for a commercial/or retail use as it is situated on a corner. She is requesting your consideration of this Application.

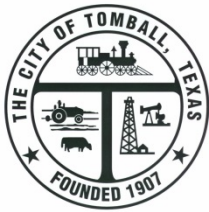
Should you need additional information, please contact me at 281 467 8396.

Thanks for your consideration.

Regards,

A handwritten signature in black ink, appearing to read "Diane Deaton".

Diane Deaton
Deaton & Associates, Inc.
281 467 8396
diane@deatonrealestate.net



Notice of Public Hearing

YOU ARE INVITED TO ATTEND Public Hearings before the **PLANNING & ZONING COMMISSION** and **CITY COUNCIL** of the City of Tomball regarding the following item:

CASE NUMBER: P15-039

APPLICANT/OWNER: Diane Deaton, on behalf of Kathy A. Gibson

LOCATION: Southwest corner of Barbara and Vernon Ave.

PROPOSAL: Request to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately .32 acres of land, legally described as Lots 1 & 2, Block 3, Main Street – Tomball, within the City of Tomball, Harris County, Texas, from the Single-Family Residential-6 District to the Old Town & Mixed Use District.

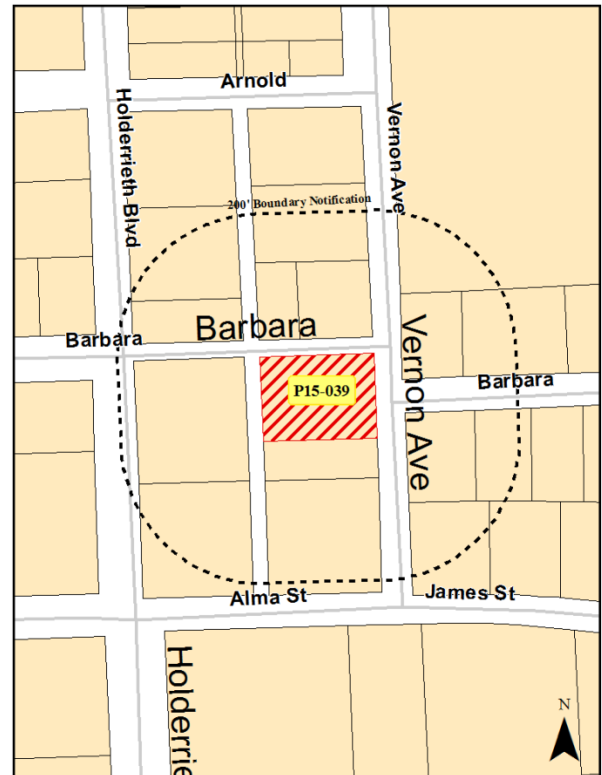
CONTACT: Rodney Schmidt

PHONE: (281) 290-1410

E-MAIL: rschmidt@tomballtx.gov

Interested parties may contact the City of Tomball between 8:00 a.m. and 5:00 p.m. Monday through Friday for further information. The application is available for public review Monday through Friday, except holidays, between the hours of 8:00 a.m. and 5:00 p.m. in the Community Development Department office, located at 501 James Street, Tomball, TX 77375. The staff report will be available no later than 4:00 p.m. on the Friday preceding the meeting.

This notice is being mailed to all owners of real property within 200 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll. Interested parties may appear and speak on the project or the staff recommendation at the meeting. Written comments may also be submitted for consideration.



**Planning & Zoning Commission
Public Hearing:
Monday, May 11, 2015, 6:00 PM**

**City Council Public Hearing:
*Monday, May 18, 2015, 6:00 PM**

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

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

Regular City Council

Agenda Item

Meeting Date: May 18, 2015

Data Sheet

Topic:

Approve the Creation of a Depot Station Agent Sculpture Representing Tomball's Railroad Heritage and the Installation of the Piece on City Property, Not to Exceed \$35,000, as Recommended by the Tomball Tourism Advisory Committee

Background:

Prior Councils had the vision to bring the Train Depot back to Tomball and restore it in time for our Centennial Celebration in 2007. Since that time, the City has enhanced the area, making a park setting for family activities. The Centennial Commission gave a beautiful gazebo to the City that has added greatly to the Depot Plaza.

In early 2008, the City of Tomball commemorated our heritage through public art, enhancing our historic Depot plaza. The vision was to commemorate the City's heritage and make Tomball's history a permanent fixture. We commissioned a sculptor to create a bronze statue of Thomas Henry Ball and Spike the Railroad Dog...both now grace our Depot plaza. The original idea was to incorporate the things on which Tomball was founded...the Railroad, Agriculture and the Oil industry. In 2010, we added a Conductor to celebrate our deep history with the railroad. To highlight the City's history as an agricultural center, Lone Star College Foundation, Tomball Independent School District, Tomball Regional Hospital and Tomball Rotary Club sponsored a statue in the image of Elmer Beckendorf.

Our beloved volunteer Depot Station Agent, Ken Walden, dedicated his services to the City of Tomball, conducting tours of the Tomball Depot each weekend, as well as for special tours and City-sponsored events. His contributions to our community were far above the City's expectations and he was well-known and loved by those who visited the Depot. We believe a bronze statue in his honor is a small tribute to a man who has given so much of himself to Tomball.

On May 11, 2015, the Tomball Tourism Advisory Committee voted to recommend to City Council the approval of the creation of a bronze statue honoring our volunteer Station Agent, to be created by artist, Shirley Scarpetta, in an amount not to exceed \$35,000, with donations being accepted to off-set the cost of the creation, installation, and bronze plaque.

Origination:

Mayor Gretchen Fagan

Recommendation:

Funding:

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

Doris Speer, City Secretary

ACTION TAKEN		
APPROVAL ☐ YES ☐ NO	READINGS PASSED ☐ 1 ST ☐ 2 ND	OTHER

Regular City Council Agenda Item Data Sheet

Meeting Date: May 18, 2015

Topic:

Approve Contract between the City of Tomball and the Gulf Coast Chapter of the National Railway Historical Society regarding the Relocation of the Chapter's Houston Railroad Museum Collection to the City of Tomball

Background:**Origination:**

Gulf Coast Chapter of the National Railway Historical Society

Recommendation:

Approval

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

TRHM Presentation

Draft Contract

TEXAS RAILROADING HERITAGE MUSEUM AT TOMBALL

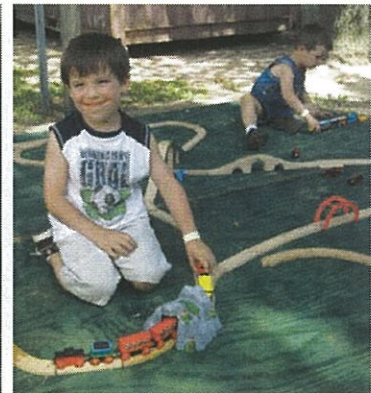
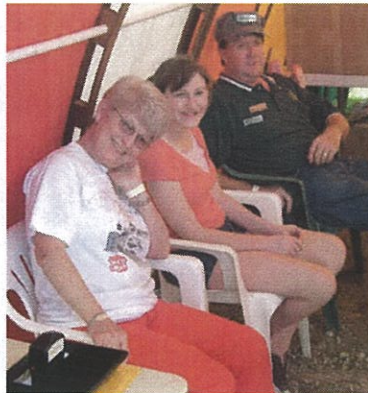
- **Our Mission:**
- Preserve, enjoy and share with our community the memory, history and experience of railroading in Texas, as it has been and as it is now.
- **Our Vision:**
- Build an engaging and memorable educational experience for people of all ages.
- **Our Values:**
- Act with integrity, honesty and transparency;
- Care responsibly for the historical resources that have been entrusted to us;
- Be engaged with - and an asset to - our community.

TEXAS RAILROADING HERITAGE MUSEUM AT TOMBALL

Why a railroad museum?

A focal point for the community

- A destination for all: families, scouts, school groups, seniors, and more; almost everyone likes trains!
- A unique venue for events that can both entertain and educate
- Engage young minds with a hands-on learning experience
- Attract visitors from around the region, the state, the country and the world
- Provide volunteer and community engagement opportunities



TEXAS RAILROADING HERITAGE MUSEUM AT TOMBALL

Why a railroad museum?

Interpreting our local heritage

- Railroads in the past opened the Texas interior, bringing settlers and industry to the state
 - Members of the First Congress of the Republic of Texas knew the importance of railroads, and one of their early acts was to issue a railroad charter

In the early 1900s, Thomas Henry Ball was instrumental in bringing the railroad through the Texas community of Peck, an achievement so much appreciated that the town was renamed Tomball in his honor



TEXAS RAILROADING HERITAGE MUSEUM AT TOMBALL

Why a railroad museum?

Education for today

- Railroads today are a key component in a robust economy
 - America's railroads deliver an average of 5 million tons of goods every day. In the global economy, American railroads play a key role in our country's ability to compete in world markets, hauling approximately one-third of U.S. exports to ports and other distribution centers around the nation.



America's freight railroads
employ over 180,000 people



TEXAS RAILROADING HERITAGE MUSEUM AT TOMBALL

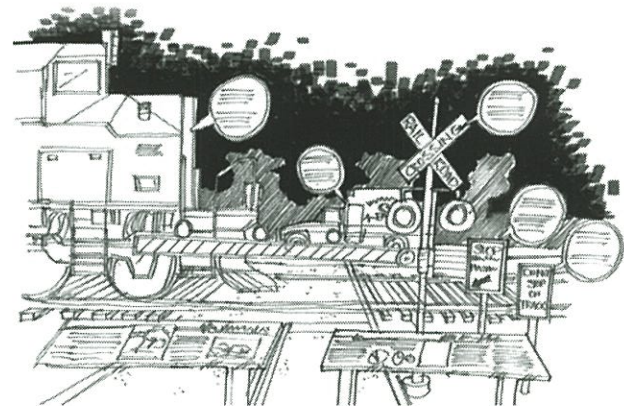
Vision and Concept

An engaging and memorable educational experience

- The museum will support community education efforts, including the Boy Scout Railroading Merit Badge program and the industry-sponsored Operation Lifesaver, a program to reduce grade crossing and other accidents around the railroad



The museum will offer varied educational opportunities. The proposed Safety Station will provide a hands-on experience to teach pedestrian and driver safety around railroad crossings and facilities.



TEXAS RAILROADING HERITAGE MUSEUM AT TOMBALL

Vision and Concept

A focus on Texas railroading through the rail car and locomotive collection

- We have assembled an equipment and artifact collection with an emphasis on Texas, including:
 - Missouri-Kansas-Texas (MKT) caboose No. 6, built in Denison, Texas, spent its last in-service years working between Houston and Galveston
 - SP bay window caboose 4696, set up with extra seating for railroad police to accompany high-value container trains across West Texas for protection against modern-day train robbers



TEXAS RAILROADING HERITAGE MUSEUM AT TOMBALL

Vision and Concept

A focus on Texas railroading through the rail car and locomotive collection

- MKT chair car *New Braunfels* built for the streamliner *Texas Special*
- MP sleeping car *Eagle Chasm* built for the streamliner *Texas Eagle*

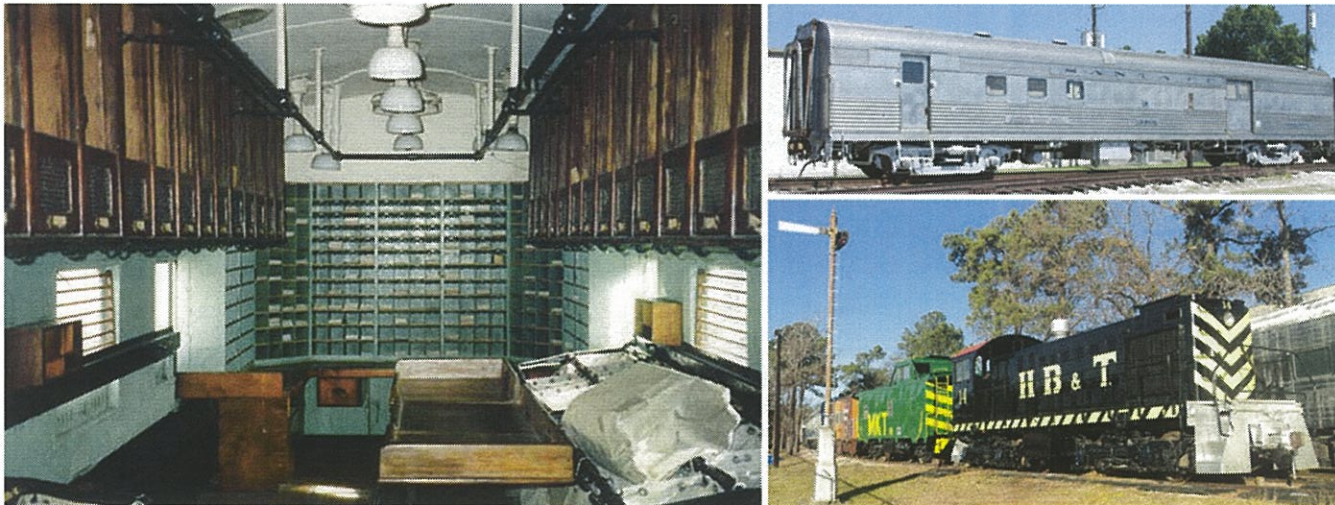


TEXAS RAILROADING HERITAGE MUSEUM AT TOMBALL

Vision and Concept

A focus on Texas railroading through the rail car and locomotive collection

- Santa Fe Railway Post Office car No. 3401, assigned to Chicago - Texas trains, including the Chicago - Houston - Galveston streamliner *Texas Chief*
- Houston Belt & Terminal locomotive No. 14, worked at Houston Union Station and other Houston railroad facilities



TEXAS RAILROADING HERITAGE MUSEUM AT TOMBALL

Vision and Concept

A focus on Texas railroading through the rail car and locomotive collection

- Texas Mexican Railway locomotive No. 510, worked primarily at Laredo
- Kansas City Southern Lines tavern car *Good Cheer*, originally assigned to Kansas City-Texarkana-New Orleans service on the *Southern Belle* (currently under restoration)

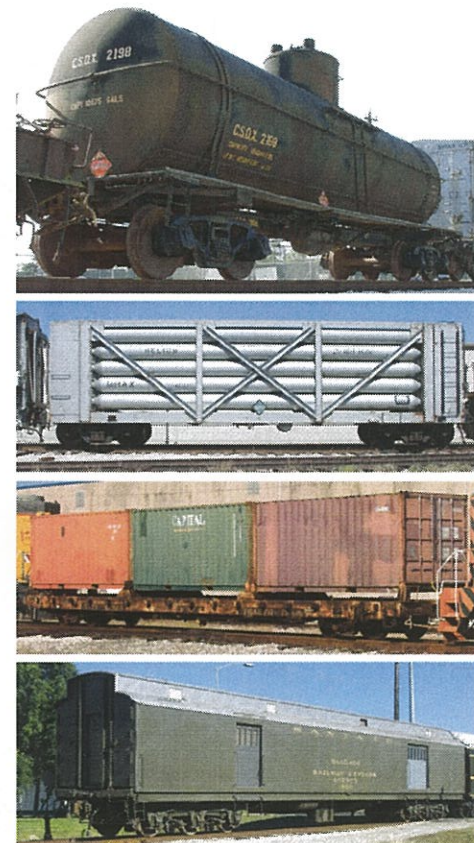


TEXAS RAILROADING HERITAGE MUSEUM AT TOMBALL

Vision and Concept

Representative of the railroad industry yesterday and today

- The collection also reflects the importance of freight transport
 - Cities Service Pipeline Co. tank car: oil in motion
 - Bureau of Land Management helium car: supported the U.S. space program
 - Trailer Train Co. intermodal flat car: the revolution of global freight containerization started with a voyage from New York to Texas City
 - Santa Fe Railway end-door express car: how packages moved before UPS and FEDEX



TEXAS RAILROADING HERITAGE MUSEUM AT TOMBALL

Vision and Concept

Partnership with the community to build an asset for Tomball

- Gulf Coast Chapter - National Railway Historical Society will commit up to \$400,000 to support development of the Texas Railroading Heritage Museum at Tomball
- The City of Tomball's participation lends the project substantial credibility
 - Community leaders will be invited to join the museum board of directors and support the museum's development
- BNSF Railway and others are supporting the project
 - Possible track materials donations
 - Transportation services
 - Houston Endowment, Union Pacific Railroad and other donors have enabled capacity building and other pre-development activities



TEXAS RAILROADING HERITAGE MUSEUM AT TOMBALL

The next steps

If the project is approved by Tomball City Council

- Recruit four additional board members from the community
- Apply for IRS 501(c)(3) non-profit status
- Implement fundraising programs
 - Initial goal is \$1.25 to \$1.5 million in addition to \$400,000 commitment from Gulf Coast Chapter - National Railway Historical Society, Inc.
- Begin visibility and marketing campaigns
 - Signage at Tomball Depot Park
 - New logo, website and social media program
 - Participate in and organize community events
 - Promoted project at the 2015 Tomball German Heritage Festival
 - Annual Railroad Photography Contest display and model railroad swap meet to be held in Tomball in October

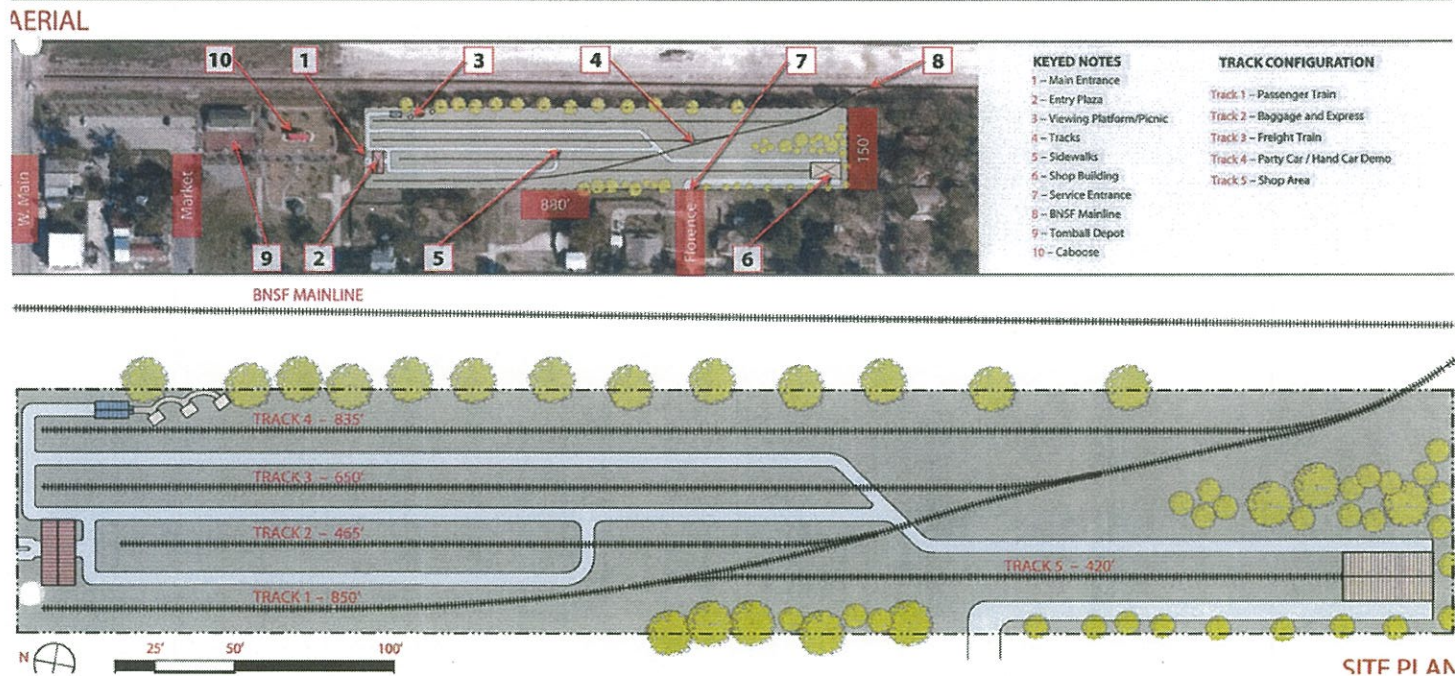
TEXAS RAILROADING HERITAGE MUSEUM AT TOMBALL

The next steps

If the project is approved by Tomball City Council

- Move forward with development of the master plan
 - A site design concept has been developed and pre-engineering and soil testing for the proposed track arrangement has been completed at the expense of Gulf Coast Chapter - NRHS

TEXAS RAILROADING HERITAGE MUSEUM – TOMBALL, TEXAS

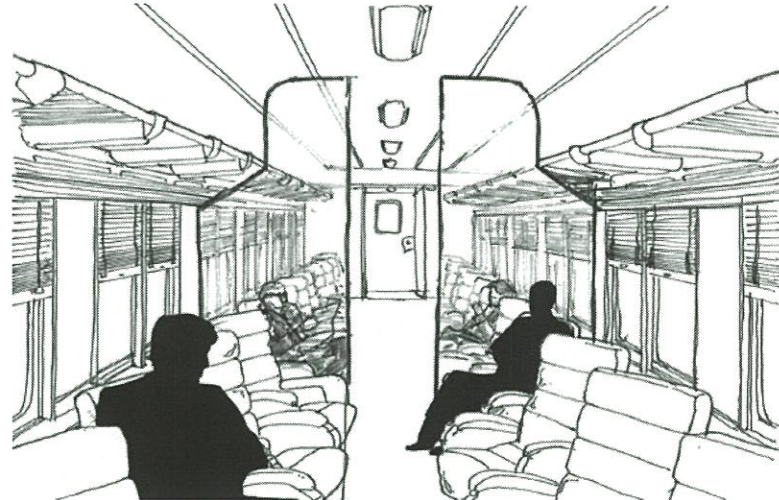
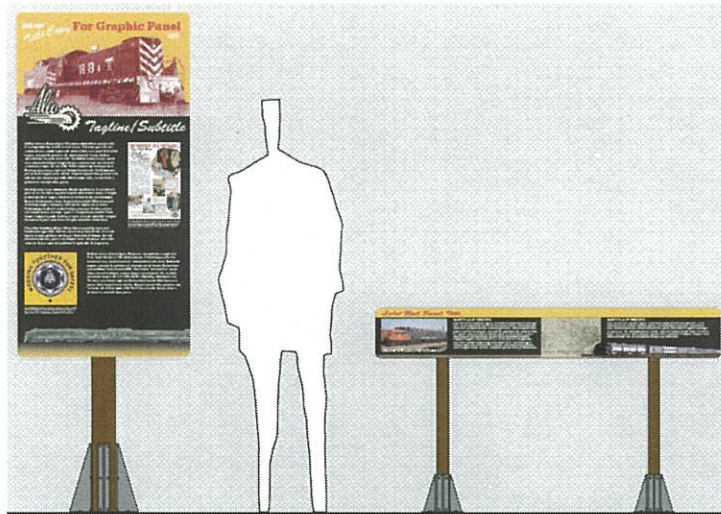


TEXAS RAILROADING HERITAGE MUSEUM AT TOMBALL

The next steps

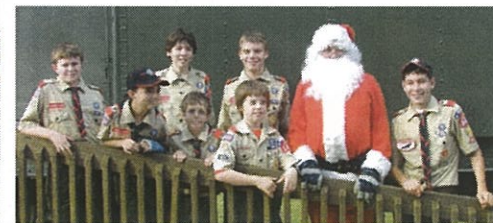
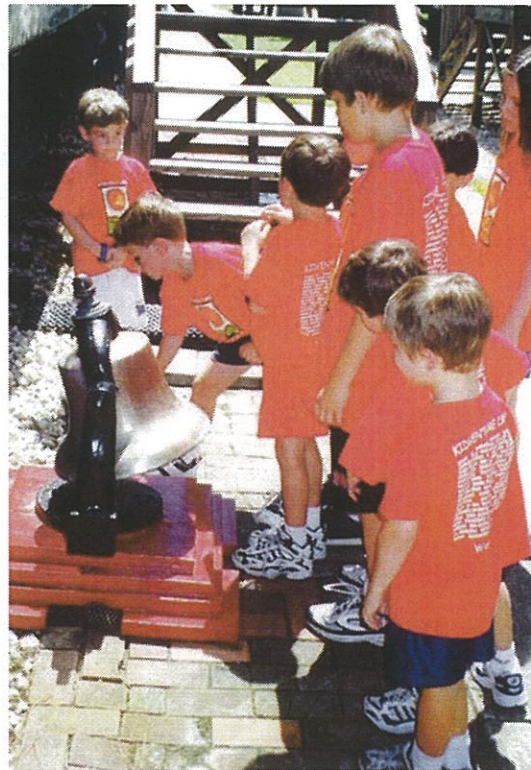
If the project is approved by Tomball City Council

- Prepare new interpretive displays and interactive experiences
 - Preliminary interpretive display options have been developed by DG Studios with support from Houston Endowment
 - A specific plan has been developed for early development of new interactive displays in parlor car *Alton*



TEXAS RAILROADING HERITAGE MUSEUM AT TOMBALL

We look forward to working in partnership with the City of Tomball and Harris County to develop the Texas Railroading Heritage Museum at Tomball for the benefit of all.



All aboard for Tomball!

LAND LEASE AND MUSEUM DEVELOPMENT AGREEMENT

Between

CITY OF TOMBALL, a Municipal Corporation

And

GULF COAST CHAPTER - NATIONAL RAILWAY HISTORICAL SOCIETY, INC.,

a Texas Domestic Nonprofit Corporation

For

LEASE AND DEVELOPMENT OF CITY-OWNED LAND INTO A
REGIONAL RAILROAD MUSEUM

PRELIMINARY STATEMENTS

The City of Tomball (hereinafter the “City”) and Gulf Coast Chapter - National Railway Historical Society, Inc. (hereinafter the “Chapter”) mutually agree that certain City-owned property as defined herein (hereinafter the “Site”) should be developed into a regional railroad museum to be named TEXAS RAILROADING HERITAGE MUSEUM (hereinafter “Museum”) for the education and entertainment of all of the citizens of and visitors to Texas. The City has determined that cooperating in the development of a railroad museum is a valid public purpose and is willing to lease the Site for that exclusive purpose; and the Chapter is willing to display its collection of vintage railcars and other railroading artifacts (hereinafter the “Collection”) and develop a comprehensive and safe visitor attraction.

The City and the Chapter now desire to set forth the definitive terms and conditions of the Agreement.

NOW THEREFORE in consideration of the mutual promises contained in this agreement (hereinafter, the “Agreement”) and for other good, valuable and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS

1.1 Execution Date – the date this Agreement is signed by the last of the parties.

1.2 Opening Date – the date on which the Museum is first opened to the public.

1.3 Site – City-owned property as described in Attachment A.

1.4 Collection – vintage rail cars as described in Attachment B and other railroad-related artifacts and items generally deemed appropriate by Chapter for display in a public museum whether currently owned by or acquired in the future by Chapter.

1.5 Museum – the collective facility, including the Site, Collection and related infrastructure.

2. LEASE AND USE OF PROPERTY

2.1 City offers to lease the Site to Chapter for a term of 25 years beginning on the Execution Date with automatic renewal for three additional 25 year terms. Such lease shall be exclusive to and for the use of the Chapter.

2.2 The Chapter will pay City a payment of \$1 on each anniversary of the Execution Date as long as this Agreement is in force.

2.3 Chapter acknowledges that the Site is being made available for the exclusive development of a railroad museum.

2.4 For as long as this Agreement is in force, Chapter shall have unlimited use of and access to the Site for the development and operation of a railroad museum pursuant to this Agreement.

2.5 The Site may be increased in size by mutual agreement of the parties to this Agreement, and if so the description of the increased Site will replace and become Attachment A to this Agreement.

2.6 Chapter agrees that no part of the Site property will be subleased without City approval.

3. CHAPTER RESPONSIBILITY

3.1 Chapter agrees that it will cause its Collection to be moved to the Site as soon as practicable, but in any event no later than 24 months from the effective date of this contract, subject to the provisions in Section 4 below,, and to allow the Collection to be viewed by the public according to the terms of the Agreement and any policies or procedures Chapter may adopt and implement for the orderly operation of the Museum.

3.2 Chapter agrees that it will bear full financial responsibility of the construction, development and operation of the Museum except for remediation of existing hazards at the Site unless otherwise provided in this document or negotiated with the City.

3.3 Chapter agrees to comply with all City ordinances.

3.4 Chapter agrees to maintain two positions on the Chapter's Board of Directors for individuals nominated by the City and by Harris County, respectively. The City agrees to timely appoint its nominee to the Chapter's Board of Directors, and Chapter will notify the City if any appointment is needed to fill a vacancy in the City's reserved position on the Board. The City will cooperate with Chapter in obtaining similar cooperation in any appointments needed from Harris County. In the event that Chapter enters in to an arrangement whereby another non-profit corporation (exempt pursuant to 501(c)(3) of the Internal Revenue Code) is formed and/or named as the Chapter's agent to develop and operate the Museum as allowed in Section 8.3 below, the procedures for the two reserved director positions referenced in this paragraph will be incorporated into the governance structure of such other non-profit corporation, and the directors appointed by the City and Harris County shall be transferred to and become members of the board of such other non-profit.

3.5 Chapter agrees to provide commercial general liability insurance coverage for the Museum in a General Aggregate amount not to exceed \$2,000,000. The City will be named as an additional insured on all coverage arrangements.

3.6 Chapter agrees to act as lead contact and to work with BNSF Railway and other third-party entities on timing and scheduling for installation and removal of temporary switch and track required for the relocation of the designated railroad cars and locomotives to the Museum site.

4. DEVELOPMENT AND OPERATION OF MUSEUM

4.1 The Museum will be structured as a Texas Domestic Nonprofit Corporation and will seek IRS recognition as a charitable organization under section 501(c)(3) of the Internal Revenue Code.

4.2 Chapter agrees to develop a Master Plan for the site and to submit such plan for City approval. The plan will indicate the proposed initial location of the railcars, pedestrian walkways, service roads, utilities, buildings, fencing, gates and other relevant items. The Master Plan will also contain a project budget and short- and long-term goals for the Museum development and operations. The first draft of the Master Plan shall be delivered to the City by Chapter or Chapter's designated contractor no later than 180 days after the Execution Date. The City agrees to review, comment on and/or approve the Master Plan within 60 days of submission of the Master Plan to the City.

4.3 Chapter agrees that once City has approved the Master Plan, Chapter will proceed to implement such Master Plan. City agrees to cooperate in the event that zoning or utility installation is required and to waive fees for any permits or variances related to development of the Site.

4.4 During the term of this Agreement, Chapter agrees to seek City approval on any major architectural feature related to the Museum or the Site, including buildings, fences, signage, and other features generally visible to visitors to the museum and adjacent properties. Chapter agrees that museum will adhere to all applicable requirements of the Americans with Disabilities Act (ADA). (Note that Sec. 12184 of the ADA specifically exempts "historical or antiquated" railroad cars from compliance with certain ADA provisions (including, but perhaps not limited to, ADA barrier removal requirements of Sec. 12184(b)(2)(C) and readily accessibility requirements of Sec. 12184(b)(7)) that would "alter the historic or antiquated character of a historical or antiquated rail passenger car".)

4.5 Chapter and City agree that achievement of the short- and long-term goals for the Museum development and operations as outlined in the Master Plan, including the Opening Date, is dependent on the availability of funding, and the Opening Date will be established by a separate written agreement between City and Chapter or Chapter's designated representative. City agrees to cooperate with Chapter on fundraising efforts conducted in support of implementation of the Master Plan as appropriate and allowed under City and State regulations, ordinances and laws.

4.6 All revenues generated by and for the Museum will be retained by the Chapter for funding operations and development.

4.7 It is understood that Chapter will not begin any construction or other use of the land until City Council approves such construction or use. City agrees to approve or reject any construction or use plans within 60 days of submission of a proposal for same by the Chapter.

4.8 Subsequent to the Opening Date, the Chapter agrees to operate a public museum during the following hours:

4.8.1 For the first full calendar year after the Opening Date, the Museum must be open at least 30 Saturdays per year for a minimum of six hours each day.

4.8.2 After the first full calendar year of the Museum being open to the public, Chapter and City or their designated representatives will mutually agree to an operating schedule for each subsequent calendar year.

4.8.3 The Chapter may expand the number of days and/or hours of operation of the Museum at any time Chapter deems such action appropriate.

4.8 The City shall have the right to copy and inspect (at the City's sole expense) all of the Chapter's books and records relating to the Museum and/or this Agreement at any time with at least 10-days written notice to the Chapter. In addition, the Chapter agrees to comply with and to appropriately respond to requests for information made to the Chapter pursuant to the Texas Public Information Act ("TPIA"), in the event the TPIA applies. The City agrees to provide administrative support to the Chapter, including support from the City's City Attorney as may be appropriate or necessary, in regard to any applicable TPIA requests for information or records maintained by the Chapter in regard to the Museum and/or this Agreement.

5. CONDITION OF EQUIPMENT; ACCESSIONING AND DE-ACCESSIONING AND IMPROVEMENT PLAN

5.1 Chapter agrees that it intends to cause the equipment and Collection items listed in Attachment B and other railroad-related artifacts and items to be moved to the Site. City and Chapter agree that the equipment and Collection are now and hereafter governed by the rules of improvement and accessioning and de-accessioning contained in this Section 5 of the Agreement. City agrees and acknowledges that Chapter does not relinquish any right, title or interest in or to any of the equipment or Collection items identified on Attachment B or that may be subsequently brought to and/or used at the Site or Museum.

5.2 Chapter retains the unilateral right to accession (i.e. acquire) or de-accession (i.e. remove) the Collection items, rolling stock, equipment or other artifacts and items to enhance the Museum.

5.3 Chapter will at its sole cost retain the right to move additional Collection items, rolling stock or other artifacts to the Museum and/or onto the Site and to temporarily remove Collection items, rolling stock or other artifacts from the Museum or the Site for fundraising, display or repair purposes without seeking City approval. For the purposes of this section, "temporarily"

will generally mean a time period not exceeding 180 days depending on the circumstances in each case.

5.4 Chapter agrees that it will improve and maintain the Collection to present a good external appearance according to an improvement schedule to be developed in conjunction with the Master Plan referenced in Section 4.

5.5 Nothing in this section shall be construed as prohibiting Chapter from removing any equipment or Collection items listed in Attachment B (or that may otherwise or subsequently be placed in the Museum or at the Site by Chapter) for restoration to operating condition and/or long-term offsite operating charter or operating lease.

6. CITY RESPONSIBILITIES

6.1 City has completed a Phase I environmental assessment on the Site property, and affirms that no hazardous conditions were discovered at the Site through this assessment. City agrees that the Chapter has no responsibility (monetary or otherwise) for mitigating or otherwise addressing in any manner, any pre-existing hazards discovered as a result of the Phase I or future assessments.

6.2 City agrees to provide security at the Museum to the same standard that is now applied to the Tomball Depot and other City property in the vicinity of the Site.

6.3 City agrees to provide access by Museum visitors to nearby toilet facilities meeting all applicable city codes, and to clean and maintain the toilet facilities on a regular schedule, including stocking with toilet paper, soap and paper towels or other hand-drying device.

6.4 City agrees to provide and maintain vehicle parking spaces adequate to accommodate Museum visitors and/or meet the requirements of any current or future City parking ordinances.

6.5 City agrees to mow grass at and remove leaves from the Site on a regular basis or make arrangements for such actions to be undertaken by a third party.

6.6 City agrees to provide solid waste collection services and containers appropriate for the Museum operations.

6.7 City agrees to assist Chapter with promotional support through its marketing/advertising department, although final decisions and responsibility for marketing rest with Chapter.

7. EVENTS OF DEFAULT AND REMEDIES; TERMINATION

7.1 The following shall constitute events of default by Chapter under this Agreement:

7.1.1 Failure to provide Master Plan for review by the designated time.

7.1.2 Failure to open Museum to the public by the designated time.

7.1.3 Failure to comply with major provisions of this Agreement including but not limited to the schedules for Museum development and subsequent opening hours.

7.1.4 Failure to abide by City ordinances or other applicable laws.

7.1.5 Failure to maintain tax-exemption under section 501(c)(3) of the Internal Revenue Code by Chapter or any other non-profit organization designated to operate Museum.

7.1.6 Chapter's filing of voluntary petition of bankruptcy or reorganization under the United States Bankruptcy Act.

7.2 In the event City believes Chapter to be in default, City shall inform Chapter in writing of the nature of the default, and Chapter shall have 180 days to cure such default to the satisfaction of the City.

7.3 If the default is not cured, City may unilaterally terminate this Agreement by written notice to Chapter. In the event of termination, Chapter shall have two years to remove all Chapter property from the Site, and the City shall permit the Chapter reasonable access for such removal.

7.4 If Chapter fails to remove the Collection or other of Chapter's property from the Site within two years of having been notified of the termination of this Agreement, any remaining property on the Site shall be deemed to be owned by City.

7.5 The following shall constitute events of default by the City under this Agreement:

7.5.1 Failure to disclose and/or mitigate known hazards and/or known easements encumbering the site prior to the start of development of the Museum.

7.5.2 Designating any part of the Site for use other than as a railroad museum without prior written agreement between City and Chapter.

7.5.3 Failure to comply with major provisions of this Agreement, including but not limited to the City Responsibilities detailed in Section 6.

7.6 In the event Chapter believes the City to be in default, Chapter shall inform City in writing of the nature of the default, and City shall have 180 days to cure such default to the satisfaction of the Chapter.

7.7 If the default is not cured, Chapter may unilaterally terminate this Agreement by written notice to City. In the event of termination, Chapter shall have two years to remove all Chapter property from the Site, and the City shall permit the Chapter reasonable access for such removal.

7.8 If Chapter fails to remove property from the Site within two years of having notified City of the termination of this Agreement, any remaining property on the Site shall be deemed to be owned by City.

8. MISCELLANEOUS

8.1 The parties to this Agreement further agree to use their good faith efforts to carry out the transactions herein.

8.2 Any notices or other communications required or desired to be required to be given from one party to the other party to this Agreement shall be given in writing and delivered by courier, overnight delivery, facsimile or certified first-class mail to the following addresses:

To: City of Tomball
Attention: City Manager
401 Market Street
Tomball, TX 77375

To: Gulf Coast Chapter, National Railway Historical Society, Inc.
Attention: President
P. O. Box 457
Houston, TX 77001

8.3 Chapter may and reserves the right to contract with another organization to act as Chapter's agent to fulfill the obligations of this Agreement, provided such other organization is qualified prior to the Opening Date as tax-exempt under section 501(c)(3) of the Internal Revenue Code.

8.3.1 Chapter has established a new Texas Domestic Nonprofit Corporation named Texas Railroading Heritage Museum (hereinafter "TRHM"), with the intention that TRHM will conduct the day-to-day activities related to development and operation of the Museum.

8.3.2 In order to meet requirements of the Internal Revenue Code, the initial relationship between Chapter and TRHM shall take the form of a Fiscal Sponsorship and will be governed by a Fiscal Sponsorship Fund Agreement between Chapter and TRHM.

8.3.3 TRHM will operate under the direction of its own Board of Directors.

8.4 This Agreement between Chapter and City shall be interpreted and the rights of the parties hereto determined in accordance with the laws of the State of Texas without regard to the conflicts of laws principles thereto and venue for any dispute or legal proceeding arising under or relating to this Agreement shall be held solely and exclusively in State District Court in Harris County, Texas, and the parties expressly consent to such jurisdiction.

8.5 The parties hereto shall comply in all material respects with all applicable laws in connection with the development and construction of the Site facilities and Museum improvements.

8.6 This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Except as provided in Section 8.3 above, this Agreement may not be assigned without the prior written consent of the party hereto.

8.7 This Agreement (including the Attachments hereto) shall constitute the full and entire understanding and agreement of the parties hereto with regard to the subject matter hereof and thereof and supersede any prior or contemporaneous agreement or understanding among the parties.

8.8 This Agreement may be amended only with the written consent of the parties hereto. In addition to any other provision for termination contained herein, if Chapter determines that this Agreement and the Museum are no longer financially or programmatically desired, the Chapter may terminate this Agreement with at least 1-year written notice of intent to terminate given to the City. In the event of termination of this Agreement, Chapter shall have two years to remove all Chapter property from the Site, and the City shall permit the Chapter reasonable access and create no undue burden for such removal. If Chapter fails to remove the Collection or other of Chapter's property from the Site within two years of having been notified of the termination of this Agreement, any remaining property on the Site shall be deemed to be owned by City.

8.9 No term or condition of this Agreement shall be deemed to have been waived, nor shall there be any estoppel to enforce any provision of this Agreement, except by written instrument of the party charged with such waiver or estoppel.

8.9 If any provision of this Agreement shall be invalid, illegal or unenforceable, such provision shall be reformed to the extent necessary to permit enforcement thereof, and the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

8.10 The parties hereto intend that this Agreement shall not benefit or create any right or cause of action or any third-party beneficiary, or any individual other than the parties hereto and their assigns.

8.11 This Agreement may be executed in any number of counterparts, each of which shall be an original and all of which together shall constitute one and the same instrument.

8.12 This Agreement shall be deemed drafted equally by all parties hereto. The language of all parts of this Agreement shall be construed as a whole according to its fair meaning, and any presumption or principle that the language herein is to be construed against any party shall not apply.

8.13 Neither the City nor the Chapter will be liable for any failure or delay in their respective performance under this Agreement due to causes that are beyond such party's reasonable control ("Force Majeure Event") including, but not limited to, Acts of God, acts of civil or military authority, fires, epidemics, floods, earthquakes, riots, wars, sabotage, labor shortages or disputes, and government actions. A Force Majeure event will not constitute grounds for default under the terms of this Agreement unless otherwise agreed, in writing, by City and Chapter.

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date indicated.

CITY OF TOMBALL, TEXAS

George Shackelford, City Manager

Date

GULF COAST CHAPTER, NATIONAL RAILWAY HISTORICAL SOCIETY, INC.

Chris Beetle, President

Date

Attachment A: DESCRIPTION AND CONDITION OF THE SITE

(To be agreed by Chapter and City prior to execution of the Agreement)

Attachment B: GULF COAST CHAPTER - NRHS RAILROAD EQUIPMENT ROSTER
(AS OF FEB. 1, 2015)

Locomotives:

Houston Belt & Terminal 14 Alco S-2 Switcher, built 1945
Texas Mexican Railway 510 Baldwin DS44-750 Switcher, built 1949

Passenger, railway mail and express equipment:

Amtrak 3395 Super Chief Lounge Car, built 1950
Atchison, Topeka & Santa Fe 1890 End-door Express Car, built 1928
Atchison, Topeka & Santa Fe 3401 Baggage/Express-Railway Post Office Car, built 1938
Gulf, Mobile & Ohio Alton Parlor Car, built 1947
Kansas City Southern Good Cheer Southern Belle Tavern-Lounge-Observation Car, built 1940
Missouri-Kansas-Texas New Braunfels Texas Special Chair Car, built 1955
Missouri Pacific Eagle Chasm Texas Eagle Sleeping Car, built 1949
Spokane, Portland & Seattle 50 Mail Storage Car (originally Baggage-Railway Post Office), built 1915
Texas & Pacific 1114 Baggage Car, built ca. 1920

Freight cars:

CSOX 2198 Tank Car, built 1927
MHAX 1237 Helium Car, built 1955 (on permanent loan from Bureau of Land Management)
MKT 6 Cupola Caboose, built 1949
SP 4696 Bay Window Caboose, built 1979
VTTX 92309 TrailerTrain Intermodal Flat Car, built 1967

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 18, 2015

Topic:

Appoint/Reappoint Members to the Planning and Zoning Commission for Terms Expiring June 1, 2015.

Background:

The terms for Barbara Tague and Evelyn Torres, Planning and Zoning Commission members, expire June 1, 2015.

Mrs. Tague and Ms. Torres have advised us that they wish to be reappointed. The following individuals (shown in alphabetical order) have also expressed an interest in serving on the Planning and Zoning Commission and are not currently serving on another City board:

Glenn Jarrett
Cary Rasberry.

Mayor Fagan recommends the re-appointment of Barbara Tague and Evelyn Torres; nominations may also be made during the Council meeting.

Copies of applications from those interested in serving on the P&Z Commission are attached for your consideration.

Origination:

City Secretary

Recommendation:

N/A

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Barbara Tague - Letter
Application - Barbara Tague
Application - Evelyn Torres
Application - Glenn Jarrett
Application - Cary Rasberry

May 13, 2015

City of Tomball
401 Market Street
Tomball, Texas 77375

Attn: Honorable Mayor Gretchen Fagan
Mrs. Lori Klein Quinn, City Council
Mr. Chad Degges, City Council
Mr. Field Hudgens, City Council
Mr. Mark Stoll, City Council
Mr. Derek Townsend, City Council
Mr. George Shackelford, City Manager

Dear Mayor Fagan and City Council,

I thank you for the opportunity that you have given me to serve our community with a second term as a member of the Planning and Zoning Commission.

I ask for your consideration for reappointment to the Planning and Zoning Commission so I may continue to serve the City of Tomball now and in the future.

My experience in serving on the Planning and Zoning Commission, Zoning Commission has given me a greater understanding of the importance and impact of the Commission's decisions and recommendations on our community. In 2014, I received my Texas Coastal Citizen Planner Certification through my participation in the Texas A&M University Texas Coastal Watershed Program. I would like to thank the City for giving the Planning and Zoning Commission the opportunity to attend this training class.

Through the Lone Star College Small Business Development affiliation with the Community Development Institute, I continue to attend their advanced program, Professional Community Economic Development. I just completed my eighth year in their program. I continue to do this so I can be aware of any new regulations and changes in government that would affect our community.

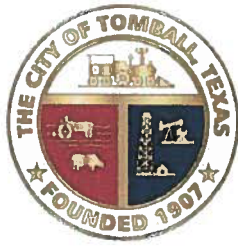
I would like to continue to serve the city with my experience on the Planning and Zoning Commission and to contribute to our community as a resident of Tomball.

Sincerely,

Barbara Tague

Barbara Tague

Cc. file



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2011 will expire in 2013.

Please Type of Print Clearly:

Date: May 16, 2012

Name: Barbara Tague

Phone: _____ (Home)

Address: 503 Inwood St

Phone: _____ (Work)

City/State/Zip Tomball, Tx 77375

Cell: _____

Email: _____

I have lived in Tomball 39 years.

I am ☒ am not ☐ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: Retired

Professional and/or Community Activities: PLANNING & Zoning Commission, Tomball
Area Local Emergency planning Committee - Sec/Treas, Board of
Adjustments, Zoning Commission - Vice Chairman, Tomball CERT
Program Manager/Coordinator - See attached

Additional Pertinent Information/References: See attached

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for one year.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

(1) Planning & Zoning Commission

(3) Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.

To Be Announced; Evenings

Separate Legal Entities

(2) Tomball Economic Development Corporation

 Tomball Hospital Board

Meeting Information

First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)

Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

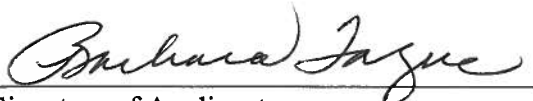
(4) Downtown Tomball Advisory Committee

DTAC does not require Tomball residency

Meeting Information

As called

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.


Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

May 16, 2012

City of Tomball
401 Market Street
Tomball, Texas 77375

Attn: Honorable Mayor Gretchen Fagan
Mr. Rick Brown, City Council
Mr. Preston Dodson, City Council
Mr. Field Hudgens, City Council
Mr. Mark Stoll, City Council
Mr. Derek Townsend, City Council
Mr. George Shackelford, City Manager

Dear Mayor Fagan and City Council,

I would like to thank you for the opportunity to have served my first term on the Zoning and Planning Commission.

I would like to be considered for reappointment to the Planning and Zoning Commission so I can continue to serve the City of Tomball now and in the future.

My experience in serving on the Planning and Zoning Commission, Zoning Commission has given me the opportunity to understand the importance of the impact of the commission's decisions and recommendations on our community.

Through the Lone Star College Small Business Development affiliation with the Community Development Institute, I have completed 5 years in their program for my Professional Community Economic Development Certification. I have completed their basic 3 year course plus 2 years of Advanced Classes in Business Retention and Economic Investment, and Making Good Decisions on Incentives. I continue to do this so I can be aware of any new regulations and changes in government that could affect Tomball.

I would like to continue to serve the city with my experience on the Planning and Zoning Commissions and the PCED Certification classes and as a resident of Tomball.

Sincerely,

Barbara Tague

Barbara Tague

Cc. file

EXPERIENCE – PROFESSIONAL AND COMMUNITY

Harris County Citizen Corps, under the Office of the Harris County Office of Homeland Security and Emergency Management

2008

Administrative Assistant

- Administrative Assistant for the Harris County CERT (Community Emergency Response Team) Program, Division of the Harris County Citizen Corps.

Downtown Tomball Association

2002 - Present

President

- President and founding charter member
- Incorporated the organization as a 501 (6) C
- Served as secretary, Vice president and President
- Increased membership 50%
- Developed relationship with City of Tomball, Greater Tomball Chamber of Commerce
- Monthly column for the HCN – Tomball/Magnolia Potpourri newspaper for the DTA

Tomball Cert Coordinator

2006 – Present

- Responsible for Tomball CERT program
- Promote CERT program throughout the community
- Represent CERT and DTA on TALEPC
- Assisted at Transtar during Hurricane Gustav and Ike
- Volunteer Coordinator for Tomball PODs – Hurricane IKE
- EOC Liaison for Tomball CERT program
- Member of Tomball Fire Corp – Tomball Fire Academy Alumni
- Coordinate CERT monthly training and meetings
- Harris County CERT Rodeo 2009 Committee - Administration and Finance Chair
- Harris County CERT Rodeo 2010 Committee Chairman

Tomball Area Local Emergency Planning Committee

2006 – Present

- Secretary/Treasurer
- Administrative and financial duties
- Keep records of committee
- Record and distribute minutes
- Keep records of committee members
- Maintain bank account and financial records
- Liaison with Tomball CERT program and Fire Corp

City of Tomball Planning and Zoning Commission

June 2010 - Present

President

- President and founding member
- Served as Treasurer, Vice president, Membership, and President
- Developed strategic plan for CVB
- Responsible for incorporation, constitution and bylaws.
- Design booths for tourism expos, business expo and travel shows

City of Tomball Board of Adjustments – Alternate No. 2

2009 – June, 2010

Appointed in March 2009

Vice Chairman

- Developed City of Tomball Zoning Ordinances with Consultants, Sefko and Dunkin
- Designed Zoning Map and districts
- Chaired public hearings
- Spoke at organization meetings as representative of Zoning Commission

City of Tomball Centennial Commission

2004 – 2009

2nd Vice president

- Incorporated the commission as a 501 (6) C, oversaw trademarking of Centennial logo and licensing agreements
- Chairman – Publicity Committee
- Chairman – Grounds/Operations -Tomball Heartbeat Festival – 3 day festival with 20,000 in attendance.

**Great Northwest Houston Convention and Visitors Bureau
President**

2004-present

- President and founding member
- Served as Treasurer, Vice president, Membership, and President
- Developed strategic plan for CVB
- Responsible for incorporation, constitution and bylaws.
- Design booths for tourism expos, business expo and travel shows

Tomball Independent School District Facility Study Finance Sub Committee

2006

- Member of Finance Sub Committee worked with TISD CFO.
- Tasked with the development of a plan for financing facilities for student and program growth for TISD
- Focus on TISD fiscal condition and future stability in the business environment.
- Recommendations were based on a consensus of the findings and conclusions regarding additional debt issuance.
- Developed various scenarios on varied amounts of bond issuances from \$64M to \$150M
- Recommended tax rate with M & O, I & S breakdown

Red Awning Antiques/ HADL Enterprises

1996 – 2006

- Owner of 15 dealer antique co-op
- Responsible for all aspects of business from payroll to merchandising
- Bought and sold estates

Patriot Kennels

1981 – Present

- Handled and show dogs throughout the United States, both as a breeder/owner and as a professional handler.

Barbara A. Tague, Pet Stylist

1988 - 2002

- Affiliated with Tomball Veterinary Clinic
- Retired with 2000 clients
- Specialized in geriatric, difficult and large animals,
- Member of IPGA and IPGA - Texas State Representative, Proctor for certification of Master Groomers, taught IPGA seminars

PROFESSIONAL/ COMMUNITY ACTIVITIES

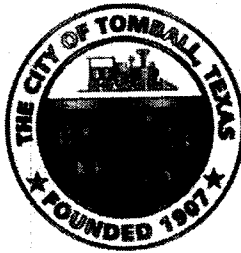
Harris County Republican Party Precinct 529 Chairman

**Elected 2008, 2010, 2012
Candidate**

- Harris County Republican Party Finance Committee – Roots Program Sub-Committee Chair, Chairman of the Small Donor Program
 - Texas Federation of Republican Women – 2009 State Convention Logistics Chairman
 - Texas Federation of Republican Women – 2010 – 2013 Board of Directors
 - *Special Committee Chairman* – 2011-2013 State Convention Coordinator
 - 2013 Convention Site Selection Committee Member
 - 2015 Convention Site Selection Committee Co-Chairman
 - Tomball Republican Women – Founder and President 2010-present
 - Greater Houston Council of Federated RW – 3rd Vice president/ Special Events 2009, 2010, Newsletter Editor-2012
 - Tomball Pachyderm Club – Board of Directors 2006 – 2012 , Vice president 2010 -2012
 - Delegate Precinct Convention 2008,2010
 - Attended Senatorial District 7 Convention – 2008, 2010,2012
 - Delegate to Republican State Convention - 2008, 2010, 2012
 - Tomball Liaison to Ted Cruz for Attorney General Campaign, 2010-2012
 - Tomball Liaison for Congressman McCaul Campaign, 2008,2010,2012
-
- Greater Tomball Chamber of Commerce – Government and Legislative Committee –
 - State and Federal legislative sub- committee chairman
 - Greater Tomball Chamber of Commerce – Mobility and Transportation Committee
 - Greater Tomball Chamber of Commerce – Miss Tomball Pageant Committee, Chairman's Ball Committee, Tomball Night Committee
 - 249 Partnership
 - Tomball Area Development Group
-
- Tomball Local Emergency Planning Committee – Secretary/Treasurer
 - Tomball CERT (Community Emergency Response Team) Coordinator
 - Harris County CERT Rodeo 2009 Administrative/ Finance Chairman
 - Harris County CERT Rodeo 2010 Chairman
 - Tomball Fire Academy Alumni, Class I – 2008 – Fire Corps member
 - Hurricane IKE – Supervised PODS and coordinated over 300 volunteers for and with Tomball Fire Department at the Tomball PODs for Tomball Local Emergency Planning Committee, Harris County OEM, FEMA and State Representative Debbie Riddle. Also Tomball Community Volunteer Clean Up Program. Supervised the CERT response teams during Hurricane IKE.
 - Mission Tomball – volunteer
 - Tri County Fires - Coordinated the volunteers for the Tri County Fire Donation Site – Tomball Fire Dept.

PROFESSIONAL MEMBERSHIPS

- Texas Federated Republican Women – Patron 2009-2010
- National Association of Republican Women
- Texas Festival and Events Association
- Texas Tourism Industry Association
- American Spaniel Club
- Texas Downtown Association
- Great Northwest Houston Convention and Visitors Bureau
- Greater Tomball Area Chamber of Commerce
- CYFair Houston Chamber of Commerce
- Leadership North Houston Alumni
- BREI Association (Business Retention, Economic and Investment Assn)



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type or Print Clearly:

Date: May 18, 2012

Name: Evelyn Torres - Chervenak

Phone: _____ (Home)

Address: 111 McPhail

Phone: _____ (Work)

City/State/Zip Tomball TX 77375

Cell: _____

Email: _____

I have lived in Tomball 5 years.

I am ☒ am not ☐ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: Accountant

Professional and/or Community Activities: _____

Additional Pertinent Information/References: _____

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Decision-Making Boards and Commissions

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() Board of Adjustments

Meeting Information

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To Be Announced; Evenings

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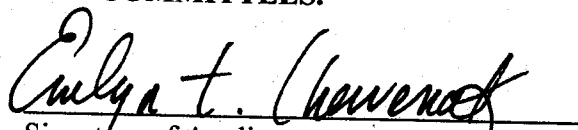
Ad Hoc/Advisory Committees

- () Downtown Tomball Advisory Committee
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Meeting Information

As called

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.



Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2013 will expire in 2015.

Please Type of Print Clearly:

Date: 2-26-14

Name: Glenn Jarrett

Phone: 713-305-2871

(Home)

Address:

Phone: 713-718-2896

(Work)

City/State/Zip Tomball/TX77375

Cell:

Email:

I have lived in Tomball 20 years.

I am am not X a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: Construction program project manager for Houston Community College

Professional and/or Community Activities:

Additional Pertinent Information/References: Please see attached Resume

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for one year.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

(X) Planning & Zoning Commission

() Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.

To Be Announced; Evenings

Separate Legal Entities

() Tomball Economic Development Corporation

() Tomball Regional Health Foundation

Meeting Information

First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)

Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

() Downtown Tomball Advisory Committee

DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

() Tomball Legacy Fund, Inc.

Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

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Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

☐ I **DO** elect public access to my: (please indicate items you would like available, if any)

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

☒ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature

Date

Board Member's Printed Name

Glenn A. Jarrett

Summary

Seeking a position with a professional organization that has sincere intentions of financial growth and rewards employees' for jobs well done.

Numerous qualifications including excellent meeting preparation and presentation skills, easily met and establish customer bases and leads, great at providing direction to project teams and control in management of various projects at multi-levels in several locations at one time, with a major emphasis on site civil and underground utilities installation. Some other responsibilities include project estimating, contract negotiations, project design, budget preparation, developing contract documents, reviewing construction, approving pay requests, change orders and tracking and meeting schedules.

Other strengths include exceptional professional standards in Business Development, Subcontractor Management, Bid Document Preparation and Analysis, Project Controls and Schedules, and Scope of Work Methodologies. Self motivated and always present example for fellow employees.

Experience

Houston Community College

Project Manager

February- 2010-Present

Integral part of Capital Improvement Bond project for Houston Community College \$425 Million, Managing 6 campus and a 65k build-out of an existing building from Conceptual Design Phase through Construction Completion, estimated project value's of \$35 Million. Coordination efforts from the architecture firms and general contractors. Established project completion dates through negotiation with multi-organizational representatives, assigning corrective action items, monitoring completion, evaluating responses, and preparing formal meeting documentation for Chancellor review and reporting to the Board. Coordination efforts with procurement on RFQ/RFP for various construction related projects, in addition to participating in public event as they relate to projects under my direction.

Aviles Engineering/PGAL CIP

Project Manager

October-2005- 2010

Integral part of Capital Improvement Bond project for Houston Community College \$150 Million, Managing two new campus and a 80k build-out of an existing building from Schematic Design Phase through Construction duration, estimated project value of \$40 Million. Coordination efforts from the architecture firms and CM@ Risk general contractors. Established project completion dates through negotiation with multi-organizational representatives, assigning corrective action items, monitoring completion, evaluating responses, and preparing formal meeting documentation for owner review and reporting to the Board.

US Builders, Houston, Texas

Project Manager February- 2004 to September-2005

Managing projects ranging from \$ 200K to \$ 5 M, with an average project budget savings of 6% under estimate, Tracked changes made to the scope of work and made recommendations for required change orders. Prepared and modified large cost proposals. Hired and supervised construction workers and subcontractors.

DiversiCOM Site Development,
Vice President of Construction

Tomball, Texas October 1999 to December 2003

Negotiated and developed long-term partnerships with vendors and suppliers, Negotiated contracts that assured quality and met standards. Worked with company president to establish corporate goals. Assisted in the integration and consolidation of AVID Communications a division of Dycom Industries into DiversiCOM Site Development. Analyzed operational reports for substantial gains and methods to more efficiently utilize resources. Established project completion dates through negotiation with multi organizational representatives, assigning corrective action items, monitoring completion, evaluating responses, and preparing formal meeting documentation.

DiversiCOM Site Development, Tomball, Texas

Senior Project Manager

Directed construction, operations, and maintenance activities at project site. Hired and supervised construction workers and sub-contractors. Consulted with clients on progress and issues. Maintained strict safety standards and procedures that decreased liability claims for workman's compensation. Managed projects ranging from \$50,000 to \$9 Million, with an average project budget savings of 4 to 6% under estimate and ahead of schedule. Negotiated contracts that ensured quality and met standards.

DiversiCOM Site Development, Tomball, Texas

Assistant Construction Manager

Hired and supervised team members, established project goals and timelines, assigned tasks and monitored progress. Managed resources needed to implement the project and maintain budgets. Modified time lines and work schedules according to project changes. Interviewed and evaluated job applicants.

American Tower/ Specialty Constructors,
Project Manager

Houston, Texas May 1999 to October 1999

Modified time lines and work schedules according to project changes. Managed project budget and contained costs. Tracked changes made to the scope of work and made recommendations for required change orders.

GPD Services, Inc.,

Indianapolis, Indiana July 1996 to May 1999

Construction Manager/ Construction Designer

Prepared weekly project status reports, facilitated weekly sessions and unit meetings to assess progress and resolve problems. Tracked changes made to the scope of work and made recommendations for required change orders. Proven ability to complete projects ahead of schedule and under budget. As Construction Designer my Responsibility's were to supervise the design, planning, and startup of over eighty telecommunication projects. Facilitated weekly sessions and unit meetings to assess progress and resolve problems.

Alt & Witzig Engineering,
Soils and Asphalt Lab Manager

Indianapolis, Indiana September 1994 to June 1996

Inspected and tested construction materials, soil compaction, control masonry, and stability of structures. Performed seismic analyses and design using various testing applications and procedures.

Education

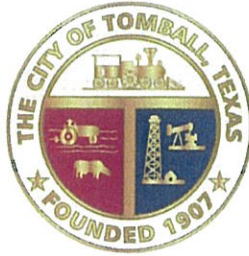
ITT Technical Institute, Indianapolis, Indiana 1996

Associate, Architecture Engineering

GPA: 3.8. Graduated with academic honors.

Skills

- Building and Leading Teams, Business Leadership, Critical Problem Analysis/Resolution, Maximizing Productivity and Profits
- Planning / Scheduling, Policy and Procedures Development, Project/Budget Management
- Written and Verbal Communication, Quality and Productivity Improvement



CITY OF TOMBALL

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Please Type or Print Clearly:

Date: 7/7/14

Name: Cary E. Rasberry

Phone: _____
(Home)

Address: _____

Phone: _____

City/State/Zip Tomball, TX 77375

Cell: _____

Email: _____

I have lived in Tomball 15 years. non-consecutive I am ☒ am not ☐ a U.S. Citizen
NOTE: DTAC Board does not require Tomball residency

Occupation: Psychologist, Marketing Consultant, Notary Public
Part-time Minister to Church of Christ
Previous School Teacher and Certified Pharmacy Technician

Professional and/or Community Activities: Tomball Little League Board Member
Previous VP of Tomball Parks & Rec Board
VP of Decker Prairie Cemetery Association
Local business Rep to Chamber of Commerce

Additional Pertinent Information/References: Bruce Hillegeist, Pete Gloyer.
MA in Counseling Psychology; PhD Intern in Health Psychology & Behavioral Medicine
Married, 2 sons and from Tomball

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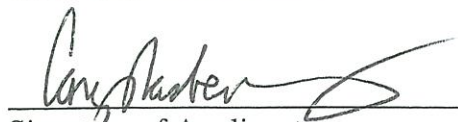
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Meeting Information

As called

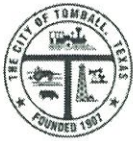
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~~home address~~

~~home telephone number~~

✓ personal email address

✓ cell or pager numbers not paid for by the City

~~emergency contact information~~

✓ information that reveals whether I have family members.



I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature

Date

Board Member's Printed Name

Regular City Council

Agenda Item

Meeting Date: May 18, 2015

Data Sheet

Topic:

Approve a Two-Year Extension to the Current Engagement Agreement Letter with the Firm of Weaver and Tidwell, LLP, to Conduct City of Tomball Audits for Fiscal Years 2015 and 2016.

Background:

The firm of Weaver & Tidwell , LLP, has conducted the independent audit of the City of Tomball for the past three years. They have done an excellent job and worked very well with our staff.

The original three year audit engagement was approved by the City Council at the regular meeting of May 21, 2012.

The recommended "best practice" of the Government Finance Officers Association of the United States and Canada is to change firms after each five year period. This practice serves to enhance the independence of the firm performing the audit. Staff recommendation in 2012 was to award the contract for a period of three years with each year being subject to review and then review the possibility of a two year extension.

It is our recommendation that a two year extension be approved for the fiscal years ending September 30, 2015 and September 30, 2016 and then a Request for Qualifications (RFQ) be done for the September 30, 2017 audit.

Origination:

Finance

Recommendation:

Approve two-year extension to the independent audit Engagement Letter with the firm of Weaver & Tidwell, LLP

Funding: Yes

Account Number: 100-116-6301

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

Glenn Windsor, CPA, CFE, CGFO Finance Director

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Two-Year Engagement Letter

2013 Weaver Peer Review Report



May 12, 2015

Ms. Gretchen Fagan, Mayor
City Council
City of Tomball, Texas
401 Market Street
Tomball, Texas 77375

Dear Honorable Mayor and Members of Council:

You have requested that we audit the financial statements of the governmental activities, the business-type activities, the discretely presented component unit, each major fund, and the aggregate remaining fund information of the City of Tomball, Texas (the City), as of September 30, 2015 and 2016, and for the years then ended, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. In addition, we will audit the City's compliance over major federal award programs for the years ended September 30, 2015 and 2016. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

Accounting principles generally accepted in the United States of America require that certain supplementary information, such as management's discussion and analysis, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis
2. Budgetary Comparison Schedules
3. Schedules of Funding Progress

Supplementary information other than RSI will accompany the City's basic financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the basic financial statements and certain additional procedures, including comparing and reconciling the supplementary information to the underlying accounting and

Ms. Gretchen Fagan, Mayor
City Council
City of Tomball, Texas
May 12, 2015

Page 2

other records used to prepare the financial statements or to the financial statements themselves, and additional procedures in accordance with auditing standards generally accepted in the United States of America. We intend to provide an opinion on the following supplementary information in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards
2. Combining and individual fund financial statements and schedules

Also, the following other information accompanying the basic financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements. We will not express an opinion or provide any form of assurance on the following information:

1. Introductory Section
2. Statistical Section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material aspects, in conformity with generally accepted accounting principles and to report on the fairness of the supplementary information referred to above when considered in relation to the financial statements as a whole. The objective also includes reporting on internal control related to the financial statements and compliance with the provisions of laws, regulations, contracts, and grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*; and internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions on the financial statements or compliance are other than modified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Ms. Gretchen Fagan, Mayor
City Council
City of Tomball, Texas
May 12, 2015

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Auditor Responsibilities

We will conduct our audit in accordance with auditing standards generally accepted in the United States of America (U.S. GAAS), the standards applicable to financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States of America; and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the basic financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements or noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with U.S. GAAS and *Government Auditing Standards* issued by the Comptroller General of the United States of America. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. However, we will inform the appropriate level of management of any material errors, fraudulent financial reporting, or misappropriation of assets that comes to our attention. We will also inform the appropriate level of management of any violations of laws or governmental regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

In making our risk assessments, we consider internal control relevant to the City's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.

Ms. Gretchen Fagan, Mayor
City Council
City of Tomball, Texas
May 12, 2015

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As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the City's compliance with certain provisions of laws, regulations, contracts, and grants that could have a direct and material effect on the determination of financial statement amounts. However, providing an opinion on compliance with those provisions is not an objective of our audit, and accordingly, we will not express such an opinion.

Our audit of the City's major federal award program(s) compliance will be conducted in accordance with the requirements of the Single Audit Act, as amended; and the provisions of U.S. Office of Management and Budget Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*; and will include tests of accounting records, a determination of major programs in accordance with OMB Circular A-133, and other procedures we consider necessary to enable us to express such an opinion on major federal award program compliance and to render the required reports. We cannot provide assurance that an unmodified opinion on compliance will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or withdraw from the engagement.

OMB Circular A-133 requires that we also plan and perform the audit to obtain reasonable assurance about whether the City has complied with applicable laws and regulations and the provisions of contracts and grant agreements applicable to major federal award programs. Our procedures will consist of determining major federal programs and performing the applicable procedures described in the U.S. Office of Management and Budget Circular A-133 *Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the City's major programs. The purpose of those procedures will be to express an opinion on the City's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to OMB Circular A-133.

Also, as required by OMB Circular A-133, we will perform tests of controls to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each of the City's major federal award programs. However, our tests will be less in scope than would be necessary to render an opinion on these controls and, accordingly, no opinion will be expressed in our report.

We may from time to time, and depending on the circumstances, use third-party service providers in serving your account. We may share confidential information about you with these service providers, but remain committed to maintaining the confidentiality and security of your

Ms. Gretchen Fagan, Mayor
City Council
City of Tomball, Texas
May 12, 2015

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information. Accordingly, we maintain internal policies, procedures, and safeguards to protect the confidentiality of your personal information. In addition, we will secure confidentiality agreements with all service providers to maintain the confidentiality of your information and we will take reasonable precautions to determine that they have appropriate procedures in place to prevent the unauthorized release of your confidential information to others. In the event that we are unable to secure an appropriate confidentiality agreement, you will be asked to provide your consent prior to the sharing of your confidential information with the third-party service provider. Furthermore, we will remain responsible for the work provided by any such third-party service provider.

Management's Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to error fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements;
- c. For safeguarding assets;
- d. For identifying all federal awards expended during the period;
- e. For preparing the schedule of expenses of federal awards (including notes and noncash assistance received) in accordance with OMB Circular A-133 requirements;
- f. For the design, implementation, and maintenance of internal control over compliance;
- g. For identifying and ensuring that the City complies with laws, regulations, grants, and contracts applicable to its activities and its federal award programs;
- h. For following up and taking corrective action on reported audit findings from prior periods and preparing a summary schedule of prior audit findings;
- i. For following up and taking corrective action on current year audit findings and preparing a corrective action plan for such findings;
- j. For submitting the reporting package and data collection form to the appropriate parties;
- k. For making the auditor aware of any significant vendor relationships where the vendor is responsible for program compliance;

Ms. Gretchen Fagan, Mayor
City Council
City of Tomball, Texas
May 12, 2015

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- l. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the financial statements, and relevant to federal award programs, such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit; and
 - iii. Unrestricted access to persons within the City from whom we determine it necessary to obtain audit evidence.
- m. For including the auditor's report in any document containing financial statements that indicates that such financial statements have been audited by the City's auditor;
- n. For adjusting the financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the current period under audit are immaterial, both individually and in the aggregate, to the financial statements as a whole;
- o. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter;
- p. With respect to any nonattest services we perform , for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) establishing and maintaining internal controls, including monitoring ongoing activities; and
- q. With regard to the supplementary information referred to above: (a) for the preparation of the supplementary information in accordance with the applicable criteria; (b) to provide us with the appropriate written representations regarding supplementary information; (c) to include our report on the supplementary information in any document that contains the supplementary information and that indicates that we have reported on such supplementary information; and (d) to present the supplementary information with the audited consolidated financial statements, or if the supplementary information will not be presented with the audited consolidated financial statements, to make the audited financial statements readily available to the intended users of the supplementary information no later than the date of issuance by you of the supplementary information and our report thereon.

During the course of our engagement, we will request information and explanations from management regarding the City's operations, internal controls, future plans, specific transactions

Ms. Gretchen Fagan, Mayor
City Council
City of Tomball, Texas
May 12, 2015

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and accounting systems and procedures. At the conclusion of our engagement, we will require, as a precondition to the issuance of our report, that management provide certain representations in a written representation letter. The City agrees that as a condition of our engagement to perform an audit that management will, to the best of its knowledge and belief, be truthful, accurate and complete in all representations made to us during the course of the audit and in the written representation letter. The procedures we perform in our engagement and the conclusions we reach as a basis for our report will be heavily influenced by the written and oral representations that we receive from management. False or misleading representations could cause us to expend unnecessary efforts in the audit; or, worse, could cause a material error or a fraud to go undetected by our procedures. Thus, the City agrees that we will not be liable for any damages or otherwise responsible for any misstatements in the City's financial statements that we may fail to detect as a result of false or misleading representations that are made to us by management. Moreover, the City agrees to indemnify and hold us harmless from any claims and liabilities, including reasonable attorneys' fees, expert fees and costs of investigation and defense, arising out of or related to this engagement if false or misleading representations are made to us by any member of the City's management.

Reporting

We will issue a written report upon completion of our audit of City's basic financial statements. Our report will be addressed to the governing body of the City. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s), or withdraw from the engagement.

In accordance with the requirements of *Government Auditing Standards*, we will also issue a written report describing the scope of our testing over internal control over financial reporting and over compliance with laws, regulations, and provisions of grants and contracts, including the results of that testing. However, providing an opinion on internal control and compliance over financial reporting will not be an objective of the audit and, therefore, no such opinion will be expressed.

We will issue a report on compliance that will include an opinion or disclaimer of opinion regarding the City's major federal award programs, and a report on internal controls over compliance that will report any significant deficiencies and material weaknesses identified; however, such report will not express an opinion on internal control.

Ms. Gretchen Fagan, Mayor
City Council
City of Tomball, Texas
May 12, 2015

Page 8

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or invoices selected by us for testing.

In the unlikely event that circumstances occur which we in our sole discretion believe could create a conflict with either the ethical standards of our firm or the ethical standards of our profession in continuing our engagement, we may suspend our services until a satisfactory resolution can be achieved or we may resign from the engagement. We will notify you of such conflict as soon as practicable, and will discuss with you any possible means of resolving them prior to suspending our services.

Both of us agree that any dispute between you and Weaver and Tidwell, L.L.P., arising from the engagement, this agreement, or the breach of it, may, if negotiations and other discussion fail be first submitted to mediation in accordance with the provisions of the Commercial Mediation Rules of the American Arbitration Association (AAA) then in effect. Both of us agree to conduct any mediation in good faith and make reasonable efforts to resolve any dispute by mediation. Mediation is not a pre-condition to the arbitration provided for below and the failure or refusal by either party to request or participate in mediation shall not preclude the right of either party to initiate arbitration. We agree to conduct the mediation in Houston, Texas or another mutually agreed upon location.

Both of us agree that any dispute arising from the engagement, this agreement or the breach of it shall be subject to binding arbitration under the provisions of the Federal Arbitration Act (9 U.S.C. § 1, et seq.) and of the Dispute Resolution Rules for Professional Accounting and Related Services Disputes of the AAA (the Rules), and judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. The arbitration shall be heard before one or more arbitrators selected in accordance with the Rules. The parties agree to conduct the arbitration in Houston, Texas or another mutually agreed upon location. The arbitrator may only award direct damages and may not award consequential, exemplary, or punitive damages. The prevailing party in any arbitration or litigation shall be entitled to recover from the other party reasonable attorneys' and expert witness fees, court costs, and the administrative costs, arbitrator's fees, and expenses of the AAA incurred in the arbitration or litigation in addition to any other relief that may be awarded.

Notwithstanding the provisions of the immediately preceding paragraph, neither of us shall be compelled to arbitrate any dispute between us which arises out of any claim asserted against

Ms. Gretchen Fagan, Mayor
City Council
City of Tomball, Texas
May 12, 2015

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either of us by a third party, unless the third party (whether one or more) agrees to join the arbitration or can be compelled to join it.

If any term of this engagement letter is declared illegal, unenforceable, or unconscionable, that term shall be severed and the remaining terms of the engagement letter shall remain in force. Both of us agree that the arbitrator(s) or Court, as the case may be, should modify any term declared to be illegal, unenforceable, or unconscionable in a manner that will retain the intended term as closely as possible. If a dispute arising from the engagement or from this agreement or any term of it or any alleged breach of it is submitted to a Court for interpretation or adjudication, both of us irrevocably waive right to trial by jury and agree that the provisions of this engagement letter regarding damages, attorneys' fees, and expenses shall be applied and enforced by the Court.

If you intend to publish or otherwise reproduce the financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

During the course of the engagement, we may communicate with you or your personnel via fax or e-mail, and you should be aware that communication in those mediums contains a risk of misdirected or intercepted communications.

Ms. Laura M. Lambert is the engagement partner for the audit services specified in this letter. Her responsibilities include supervising our services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

We estimate that the fee for our audit will be \$58,500 for the year ended September 30, 2015 and \$60,000 for the year ended September 30, 2016. The fee estimate is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate before we incur the additional costs. Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Our fee is based upon the complexity of the work to be performed and the tasks required. Fees for our services are due upon receipt of our invoice. For bills not paid within 60 days of the billing date, a late charge will be added to the outstanding balance. The late charge will be assessed at .5% on the unpaid balance per month.

Ms. Gretchen Fagan, Mayor
City Council
City of Tomball, Texas
May 12, 2015

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The audit documentation for this engagement is the property of Weaver and Tidwell, L.L.P. and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators and federal agencies and the U.S. Government Accountability Office pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Weaver and Tidwell, L.L.P.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to these agencies and regulators. The regulators and agencies may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies. We agree to retain our audit documentation or work papers for a period of at least five years from the date of our report.

It is expected that prior to the conclusion of the engagement, sections of the Data Collection Form will be completed by our firm. The sections that we will complete summarize our audit findings by federal grant or contract. Management is responsible to submit the reporting package (defined as including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditor's reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. The instructions to the Data Collection Form require that the reporting package be an unlocked, unencrypted, text searchable portable document file (PDF) or else it will be rejected by the Federal Audit Clearinghouse. We will be available to assist management in creating the PDF if needed.

We will coordinate with you the electronic submission and certification upon the reporting package completion. If applicable, we will provide copies of our report for you to include with the reporting package if there is a need to submit the package to pass-through entities.

The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of our reports or nine months after the end of the audit period.

During the course of the audit, we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

In accordance with the requirements of *Government Auditing Standards*, we have attached a copy of our latest external peer review report of our firm for your consideration and files.

Ms. Gretchen Fagan, Mayor
City Council
City of Tomball, Texas
May 12, 2015

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Please sign and return the attached copy of this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the financial statements and compliance over major federal award programs including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Yours truly,

Weaver and Tidwell, L.L.P.

WEAVER AND TIDWELL, L.L.P.
Houston, Texas

RESPONSE:

This letter correctly sets forth the understanding.

Acknowledged and agreed on behalf of the City of Tomball, Texas by:

Signature: _____

Title: _____

Date: _____



System Review Report

October 4, 2013

To the Partners of Weaver and Tidwell, L.L.P.
and the National Peer Review Committee

We have reviewed the system of quality control for the accounting and auditing practice of Weaver and Tidwell, L.L.P. (the firm) applicable to non-SEC issuers in effect for the year ended May 31, 2013. Our peer review was conducted in accordance with the Standards for Performing and Reporting on Peer Reviews established by the Peer Review Board of the American Institute of Certified Public Accountants. As a part of our peer review, we considered reviews by regulatory entities, if applicable, in determining the nature and extent of our procedures. The firm is responsible for designing a system of quality control and complying with it to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Our responsibility is to express an opinion on the design of the system of quality control and the firm's compliance therewith based on our review. The nature, objectives, scope, limitations of, and the procedures performed in a System Review are described in the standards at www.aicpa.org/prsummary.

As required by the standards, engagements selected for review included engagements performed under *Government Auditing Standards*; audits of employee benefit plans, audits performed under FDICIA, and examinations of service organizations (Service Organizations Control (SOC) 1 and 2 engagements).

In our opinion, the system of quality control for the accounting and auditing practice of Weaver and Tidwell, L.L.P. applicable to non-SEC issuers in effect for the year ended May 31, 2013, has been suitably designed and complied with to provide the firm with reasonable assurance of performing and reporting in conformity with applicable professional standards in all material respects. Firms can receive a rating of *pass*, *pass with deficiency(ies)* or *fail*. Weaver and Tidwell, L.L.P. has received a peer review rating of *pass*.

A handwritten signature in black ink that reads "Eide Bailly LLP".

Eide Bailly LLP

www.eidebailly.com

800 Nicollet Mall, Ste. 1300 | Minneapolis, MN 55402-7033 | T 612.253.6500 | F 612.253.6600 | EOE

Regular City Council

Agenda Item

Meeting Date: May 18, 2015

Data Sheet

Topic:

Adopt, on First Reading, Ordinance No. 2015-10, an Ordinance Creating City of Tomball, Texas, Reinvestment Zone No. 5; an Approximately 17.38-Acre Tract of Land, Being Part of the Tomball Business and Technology Park and Located Generally at the Northwest Corner of Holderrieth Road and Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas; Making Certain Findings; Repealing Ordinances Inconsistent or in Conflict Herewith; and Providing for Severability (Packers Plus Energy Services (USA) Inc.)

Background:

Packers Plus Energy Services (USA) Inc. has requested that the City consider a Tax Abatement agreement related to the company's proposed development of its U.S. Corporate Headquarters Campus on approximately 17.38 acres within the Tomball Business and Technology Park.

Before approving a Tax Abatement agreement, Council must designate a Reinvestment Zone for Tax Abatement--a geographic area in which abatement may be offered. A public hearing is required before passage of the designation ordinance; the public hearing was held at the May 4, 2015 Regular City Council meeting.

As required, the notice of public hearing was published in the Tomball-Magnolia Tribune and copies of the notice were delivered to all taxing authorities within whose jurisdiction the proposed zone would be located. At the time of posting, no other eligible jurisdiction has indicated intent to offer additional tax abatement within the zone.

Designation of the zone does not bind Council to approving any particular agreement.

A proposed tax abatement agreement between the City of Tomball and Packers Plus Energy Services (USA) Inc. will be presented to City Council for consideration at the June 1, 2015 Regular Meeting.

Origination:

Patrick Maguire, Regional General Manager, USA Packers Plus Energy Services (USA), Inc.

Recommendation:

Adopt Ordinance No. 2015-10 on First Reading

Funding:

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

Kelly Violette, Executive Director - Tomball Economic Development Corporation

ACTION TAKEN

APPROVAL ☐ YES ☐ NO	READINGS PASSED ☐ 1 ST ☐ 2 ND	OTHER
---	---	--------------

ATTACHMENTS:

Ordinance No. 2015-10

Packers Plus Energy Services Request Letter

ORDINANCE NO. 2015-10

AN ORDINANCE CREATING CITY OF TOMBALL, TEXAS, REINVESTMENT ZONE NO. 5; AN APPROXIMATELY 17.38 ACRE TRACT OF LAND, BEING PART OF THE TOMBALL BUSINESS AND TECHNOLOGY PARK AND LOCATED GENERALLY AT THE NORTHWEST CORNER OF HOLDERRIETH ROAD AND HUFSMITH-KOHRVILLE ROAD, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; MAKING CERTAIN FINDINGS; REPEALING ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, on April 20, 2015, the City Council passed and approved a “Tax Abatement Policy;” and

WHEREAS, pursuant to that Policy, the City Council has received an application for creation of a reinvestment zone; and

WHEREAS, after the giving of proper notice, as required by law, the City Council held a public hearing where all interested persons were given an opportunity to speak and present evidence for and against the creation of Reinvestment Zone No. 5; and

WHEREAS, notice was given to all taxing entities where the proposed zone is to be located; and

WHEREAS, the City Council has determined that the improvements sought to be located in proposed Reinvestment Zone No. 5 are feasible and practical and would be a benefit to the land to be included in the Zone and to the City after the expiration of a tax abatement agreement; and

WHEREAS, the creation of Reinvestment Zone No. 5 will be reasonably likely, as a result of its creation, to contribute to the retention or expansion of primary employment or to

attract major investment into the Zone that would benefit the property located therein and that will contribute to the economic development of the City of Tomball; now, therefore,

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

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

Section 2. Reinvestment Zone No. 5 is hereby created for the purpose of encouraging economic development through tax abatement. A metes and bounds description of the property that comprises said Reinvestment Zone No. 5 is attached hereto as Exhibit "A" and incorporated herein as though it was set forth in its entirety in this Ordinance. Improvements and personal property constructed, erected, or placed within Reinvestment Zone No. 5 as created hereby shall be eligible for commercial-industrial tax abatement.

Section 3. This designation shall be effective for a period of five (5) years, commencing on the date of adoption hereof. The expiration of the designation shall not affect an existing tax abatement agreement made under the provisions of the Texas Tax Code.

Section 4. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 5. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of

Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

FIRST READING:

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

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGS	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

SECOND READING:

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

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGS	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

GRETCHEN FAGAN, MAYOR
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball

EXHIBIT "A"
PROPERTY DESCRIPTION

**DESCRIPTION OF A 17.3578 ACRES
(756,107.25 SQ. FT.) TRACT OF LAND SITUATED
IN THE ELIZABETH SMITH SURVEY, A-70
HARRIS COUNTY, TEXAS**

Being a 17.3578-acre (756,107.25 square foot) tract of land situated in the Elizabeth Smith Survey, A-70, City of Tomball, Harris County, Texas. Said 17.3578-acre tract being out of Lot 4 of the Tomball Business and Technology Park plat as recorded under Film Code No. 653006 of the Harris County Map Records, Harris County, Texas and being further described by metes and bounds as follows with the basis of bearings being the Texas State Plane Coordinate System, NAD 83, South Central Zone No. 4204 (the coordinates shown hereon are surface and may be brought to the grid by applying the combined scale factor of 0.999942131):

BEGINNING at a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set in the west right-of-way line of Hufsmith Kohrville Road (right-of-way varies) recorded under Volume 2549, Page 325 of the Harris County Deed Records and in the northeast corner of Unrestricted Reserve ñA, of Yam Plaza, recorded under Film Code 594151 of the Harris County Map Records, Harris County for the southwest corner of said tract herein described;

THENCE, South 84 deg. 40 min. 07 sec. West, with the north line of the said Unrestricted Reserve ñA, of Yam Plaza, and a south line of said tract herein described, a distance of 386.51 feet from which a found 5/8-inch iron rod with cap bears North 00° 07' West, a distance of 0.31 feet, for an angle point of said tract herein described;

THENCE North 61 deg. 02 min. 11 sec. West, over and across said Lot 4 of Tomball Business and Technology Park and a south line of said tract herein described, a distance of 109.72 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for the beginning of a non-tangent curve to the left;

THENCE in a westerly direction, over and across said Lot 4 of Tomball Business and Technology Park, along said curve to the left, having a radius of 60.00 feet, a central angle of 177 deg. 28 min. 29 sec., a chord bearing N 59 deg. 46 min. 26 sec. W, a chord distance of 119.97 feet and an arc length of 185.85 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for the beginning of a reverse curve to the right;

THENCE in a westerly direction, over and across said Lot 4 of Tomball Business and Technology Park, along said curve to the right, having a radius of 25.00 feet, a central angle of 49 deg. 40 min. 47 sec., a chord bearing S 56 deg. 19 min. 43 sec. W, a chord distance of 21.00 feet and an arc length of 21.68 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for a point of tangency of said tract herein described;

THENCE South 81 deg. 10 min. 07 sec. West, over and across said Lot 4 of Tomball Business and Technology Park, a distance of 565.44 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for an angle point of said tract herein described;

THENCE North 54 deg. 56 min. 00 sec. West, over and across said Lot 4 of Tomball Business and Technology Park, a distance of 28.82 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for a point in the east right-of-way line of South Persimmon Street (right-of-way varies) recorded under Film Code No. 653006, of the Map Records of Harris County, Texas and the west corner of said tract herein described;

THENCE North 08 deg. 49 min. 53 sec. West, with the east right-of-way line of said South Persimmons Street, and a west line of said tract herein described, a distance of 53.03 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for the beginning of a tangent curve to the left;

THENCE in a northerly direction, with the east right-of-way line of said South Persimmons Street, and with a west line of said tract herein described, along said curve to the left, having a radius of 1,040.00 feet, a central angle of 20 deg. 11 min. 11 sec., a chord bearing N 18 deg. 55 min. 28 sec. W, a chord distance of 364.52 feet and an arc length of 366.41 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for the southerly-most southeast cutback corner of the intersection of the east right-of-way line of South Persimmon Street and the south right-of-way line of said Spell Road (80 ROW) as recorded under Film Code No. 653006, of the Map Records of Harris County, Texas for the westerly most northwest corner of said tract herein described;

THENCE North 13 deg. 50 min. 50 sec. East, with the southeast right-of-way line of said cutback corner, with the northwest line of said tract herein described, a distance of 36.24 feet to a point in the south right-of-way line of said Spell Road to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for a west corner of said tract herein described;

THENCE North 57 deg. 24 min. 03 sec. East, with the south right-of-way line of said Spell Road, and a north line of said tract herein described, a distance of 54.60 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for the beginning of a tangent curve to the right;

THENCE in a easterly direction, with a south right-of-way line of said Spell Road, and with a north line of said tract herein described, along said curve to the right, having a radius of 960.00 feet, a central angle of 24 deg. 29 min. 38 sec., a chord bearing N 69 deg. 38 min. 51 sec. E, a chord distance of 407.28 feet and an arc length of 410.40 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for a point of tangency of said tract herein described;

THENCE North 81 deg. 53 min. 40 sec. East, with the south right-of-way line of said Spell Road, and a north line of said tract herein described, a distance of 463.44 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for the beginning of a tangent curve to the right;

THENCE in an easterly direction, with a south right-of-way line of said Spell Road, and with a north line of said tract herein described, along said curve to the right, having a radius of 530.00 feet, a central angle of 11 deg. 08 min. 52 sec., a chord bearing N 87 deg. 28 min. 06 sec. E, a chord distance of 102.96 feet and an arc length of 103.12 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for the beginning of a reverse curve to the left;

THENCE in an easterly direction, with a south right-of-way line of said Spell Road, and with a north line of said tract herein described, along said curve to the left, having a radius of 530.00 feet, a central angle of 11 deg. 08 min. 52 sec., a chord bearing N 87 deg. 28 min. 06 sec. E, a chord distance of 102.96 feet and an arc length of 103.12 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for a point of tangency of said tract herein described;

THENCE North 81 deg. 53 min. 40 sec. East, with a south right-of-way line of said Spell Road, and a north line of said tract herein described, a distance of 172.42 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for the north cutback corner of the intersection of the south right-of-way line of said Spell Road and the west right-of-way line of said Huffsmith Kohrville Road for the northerly most northeast corner of said tract herein described;

THENCE South 52 deg. 26 min. 00 sec. East, with the southwest right-of-way line of said cutback corner, with the northeast line of said tract herein described, a distance of 34.95 feet to a point in the east right-of-way line of said Huffsmith Kohrville Road to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for the beginning of a non-tangent curve to the right;

THENCE in an southerly direction, with a west right-of-way line of said Huffsmith Kohrville Road, and with an east line of said tract herein described, along said curve to the right, having a radius of 1950 feet, a central angle of 06 deg. 31 min. 05 sec., a chord bearing S 03 deg. 08 min. 32 sec. E, a chord distance of 221.71 feet and an arc length of 221.83 feet to a 5/8-inch iron rod with cap stamped ñWEISSER ENG HOUSTON, TX set for a point of tangency of said tract herein described;

THENCE South 00 deg. 07 min. 01 sec. West, with the west right-of-way line of said Huffsmith Kohrville Road, and with the east line of said tract herein described, a distance of 455.26 feet to the **POINT OF BEGINNING** and containing 17.3578 acres (756,107.25 square feet) of land.

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

Compiled by:

Weisser Engineering Company
19500 Park Row
Houston, Texas 77084
TBPLS Reg. No. 100518-00
TBPE Reg. No.: F-68
Job No. IG046 (2418-001)
Date: 05/05/2015



Do It Once
Do It Right

5825 N. Sam Houston Pkwy. West, Suite 150 Houston, TX 77086 Ph: (832)-484-8067 Fax: (832)-484-1556

Tomball City Hall
Attn: Ms. Doris Speer
City Secretary
401 Market Street
Tomball, TX 77375

February 15, 2015

Dear Ms. Speer,

In keeping with Section 5 of the City of Tomball Tax Abatement Policy (CTTAP), Packers Plus Energy Services (USA), Inc. is submitting this letter as application for tax abatement for the proposed campus we are considering in the new Tomball Industrial Park.

As shown on the attached proposed site plan, the campus is to be constructed on 16.40 net acres and will consist of three structures: 1) a 237,000 sq. ft. manufacturing tilt-wall facility; 2) a 50,000 sq. ft. tilt-wall research and development facility and; 3) a 40,000 sq. ft. steel frame and glass corporate office.

Upon completion of the campus we will have approximately 150 employees working out of the combined facility. Attached you will find the Economic Impact Data Sheet that we submitted to Kelly Violette on January 19th of this year addressing, among other things, anticipated increase in headcount moving forward, average salary, the estimated inventory that we will be carrying (all of which will be stored indoors at either the R&D or Manufacturing facility) and our predicted annual sales in the Tomball area. Please note that any additional growth in headcount will be in accordance with section 5c of the CTTAP and that no undocumented workers will be employed by Packers Plus.

Construction of the Packers Plus campus will be staged to accommodate our current lease expirations. The following table provides the anticipated start and completion dates for the three structures.

Structure	Approximate Start	Approximate Completion
R&D Facility	Q2 2015	Q2 2016
MX Manufacturing Facility	Q1 2016	Q2 2017
Corporate Office	Q2 2017	Q2 2018

Packers Plus is a cutting edge oilfield service company that has revolutionized the down-hole completion equipment industry through our state-of-the-art automated manufacturing process.

That being said, the cost of tooling-up for the significant growth we expect to see over the next several years will be substantial. To ensure our success, it is imperative that we carry out an expansion of this magnitude in a suitable tax environment. It is for this reason that we are seeking tax abatement from the City of Tomball.

Your earliest response to this letter would be greatly appreciated.

Yours truly,

A handwritten signature in dark ink, appearing to read 'P. Maguire', with a stylized, cursive script.

Patrick Maguire
Regional General Manager, USA
Packers Plus Energy Services (USA), Inc.

Economic Impact Data Sheet

Tomball Economic Development Corporation

The information requested on this form will be used by the Tomball Economic Development Corporation to prepare an economic impact analysis of your firm or project. Enter data in the blue cells below. You may also enter additional information or notes in other areas of this worksheet, to the right in column K or insert rows to enter other data.

Some standard defaults are entered in the data sheet already. You may change these defaults as appropriate.

Please enter information in the blue cells below and e-mail this completed survey form to:

Kelly Violette, AICP
Executive Director
Tomball EDC
29201 Quinn Road, Suite B
Tomball, TX 77375

Phone: 281.401.4086
Fax: 281.351.7223
E-mail: kviolette@tomballtxedc.org

Please call if you have any questions.

About the Firm

Name of the firm:	Packers Plus Energy Services (USA) Inc.	
Current Address:	5825 North Sam Houston Parkway West	
	Suite 150	
	Houston, TX 77086	
Phone Number:	832-484-8067	Fax Number: n/a
Person completing this form:	Patrick Maguire, Regional General Manager, USA	
Name of project:	Packers Plus Energy Services US Campus	

Is or will the firm be located in the city limits?

☒ Yes

Description of the firm's plans to startup, expand or relocate to the community:

(Enter any narrative below to describe the firm and its plans to startup, expand or locate in the community. This description will be shown in the report.)

Packers Plus is an oilfield service company that manufactures, assembles and installs downhole completion systems that cater primarily to the multi-stage fracturing business. The company has been in the USA for 8 years and has grown dramatically over that period of time. Given the anticipated future growth for the company it has been decided that a new facility is necessary. Further, the desire is to pull all three facets of the business together on one location, or campus. The new facility will consist of a 237,000 sq. ft. manufacturing building, a 50,000 sq. ft. R&D structure and a multi-storey 20,000 sq. ft. footprint corporate office.

The firm's primary North American Industry Classification System (NAICS)

211111

Example: 221119. A six-digit NAICS code should be entered for the program to correctly calculate indirect and induced benefits from the firm's operations. If the NAICS is unknown enter 0 as a default NAICS allowing the program to use default indirect earnings and employment multipliers.

The Firm's Taxable Assets, Employees and Operations

The Firm's Investments, Assets and Construction:

(New or additional property purchased or constructed each year facility that will be on local property tax rolls on January 1)

The investments at the firm's facility each year:

Year	Land	Buildings and Other Real Property Improvements	Furniture, Fixtures and Equipment	Total
1	\$1,800,000	\$6,500,000	\$200,000	\$8,500,000
2		\$9,000,000	\$300,000	\$9,300,000
3		\$3,800,000	\$50,000	\$3,850,000
4			\$30,000	\$30,000
5			\$10,000	\$10,000
6			\$10,000	\$10,000
7			\$10,000	\$10,000
8			\$10,000	\$10,000
9			\$10,000	\$10,000
10			\$10,000	\$10,000
Total	\$1,800,000	\$19,300,000	\$640,000	\$21,740,000

Are building and improvements costs above for new construction?

☒ Yes

Percent of construction costs for materials and labor:

Materials	50%
Labor	50%

Percent of construction materials that will be purchased in the city and be subject to sales taxes:

20%

Percent of taxable spending by construction workers in the city and subject to sales taxes:

30%

Percent of furniture, fixtures and equipment to be purchased in the city and subject to sales taxes:

20%

Expected city building permits and other fees to be paid during construction, if applicable:

Year	Total City Permits and Fees
1	\$22,960
2	\$70,660
3	\$0
4	\$16,240
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$109,860

Estimated taxable inventories, at the end of each year:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

		Total
Year	Inventories	
1	\$25,000,000	
2	\$25,500,000	
3	\$26,010,000	
4	\$26,530,200	
5	\$27,060,804	
6	\$27,602,020	
7	\$28,154,060	
8	\$28,717,142	
9	\$29,291,485	
10	\$29,877,314	

Percent of annual
increase after Year 1:

2%

The firm's annual utilities:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

Percent of annual increase after Year 1: 2%

Year	Water	Wastewater	Solid Waste	Electricity	Natural Gas	Cable	Telephone
1	\$2,727	\$1,633	\$28,127	\$176,413	\$36,000	\$5,409	\$17,704
2	\$2,782	\$1,666	\$28,690	\$179,941	\$36,720	\$5,517	\$18,058
3	\$2,837	\$1,699	\$29,263	\$183,540	\$37,454	\$5,628	\$18,419
4	\$2,894	\$1,733	\$29,849	\$187,211	\$38,203	\$5,740	\$18,788
5	\$2,952	\$1,768	\$30,446	\$190,955	\$38,968	\$5,855	\$19,163
6	\$3,011	\$1,803	\$31,054	\$194,774	\$39,747	\$5,972	\$19,547
7	\$3,071	\$1,839	\$31,676	\$198,670	\$40,542	\$6,091	\$19,938
8	\$3,132	\$1,876	\$32,309	\$202,643	\$41,353	\$6,213	\$20,336
9	\$3,195	\$1,913	\$32,955	\$206,696	\$42,180	\$6,338	\$20,743
10	\$3,259	\$1,952	\$33,614	\$210,830	\$43,023	\$6,464	\$21,158
Total	\$29,860	\$17,881	\$307,983	\$1,931,673	\$394,190	\$59,227	\$193,854

Number of telephone lines at the firm:

120

Percent of the firm's utility usage for manufacturing or processing operations:

60%

The firm's estimated taxable purchases of materials, supplies and services in the community and the firm's estimated taxable sales that will be subject to sales tax in the city:

(Enter an amount in Year 1 and the percent of annual increase or enter appropriate amounts for each year.)

Year	The Firm's Taxable Purchases	The Firm's Taxable Sales
1	\$310,000	\$0
2	\$316,200	\$0
3	\$322,524	\$0
4	\$328,974	\$0
5	\$335,554	\$0
6	\$342,265	\$0
7	\$349,110	\$0
8	\$356,093	\$0
9	\$363,214	\$0
10	\$370,479	\$0
Total	\$3,394,414	\$0
Percent of annual increase after Year 1:	2%	2%

Number of new full-time jobs to be added in the city each year:

(Enter only the additional jobs added in the city each year.)

** If the business is relocating from outside of the city, the year 1 value should include jobs transferred to the city in year 1 and new positions hired, if any.*

Year	New Jobs added in the city each year
1*	27
2	22
3	26
4	30
5	35
6	40
7	42
8	36
9	43
10	52
Total	353

New employees moving to the city:

(Enter a percent below or enter appropriate amounts for each year.)

Percent of total new
workers moving to the city

10.0%

Year	Number of new employees moving to the city
1	3
2	2
3	3
4	3
5	4
6	4
7	4
8	4
9	4
10	5
Total	36

Average annual salaries of new employees in the first year:	\$60,000
Percent of expected annual salary increases after Year 1:	4.0%
Percent of workers in new indirect and induced jobs that will move to the city for the job:	10%
Estimated percentage of workers moving to the city that will have new residential property built for them the first year that they move to the city:	10%
Household size of a typical new worker moving to the city:	2,500.00
Number of school children in a typical worker's household	0.40
Percent of taxable shopping by a typical new worker that will be in the city:	35%

Expected Out-of-Town Visitors to the Firm:

Number of out-of-town visitors expected at the firm in the first year:	240
Percent of annual increase in the number of visitors:	1%
Average number of days that each visitor will stay in the city:	5
Average daily taxable visitor spending, excluding lodging in the city:	\$75
Average number of nights that a typical visitor will stay in a motel in the city:	5
Average nightly room rate in a local motel:	\$125

Expected Out-of-Town Truckers Loading or Unloading at the Firm

Number of out-of-town truckers expected to load or unload at the firm in the first year:	96
Percent of annual increase in the number of out-of-town truckers:	10%
Average taxable spending in the community by a typical out-of-town trucker loading or unloading at the firm:	\$50.00
Percent of truckers that will stay one night in a local hotel or motel:	15%

Regular City Council

Agenda Item

Meeting Date: May 18, 2015

Data Sheet

Topic:

Award contract for COT Project Bid Number 2015-03, Tomball Business & Technology Park, Harris County Holderrieth Road & Hufsmith Kohrville Road Left Turn Lanes and Box Culverts, E&P Number 2013-10022, to Forde Construction Company, Inc. in the Amount of \$1,743,953.86.

Background:

This project is part of the TEDC Business & Technology Park. Turn lanes are required due to the traffic impact analysis. This project also includes the box culverts crossing under Holderrieth Road to connect the M118 Drainage Channel.

The recommended contractor, Forde Construction Company, Inc.'s bid amount is \$1,743,953.86. This is budgeted under the certificates of obligation for the TEDC.

The final design drawings and technical specifications were completed for bidding purposes in April 2015. The bid package included a 180 day schedule for substantial completion. The bid schedule is summarized as follows:

- April 20, 2015 First Notice Printed
- April 27, 2015 Second Notice Printed
- April 30, 2014 Pre-Bid Meeting (2:00 pm)
- May 7, 2014 Bid Opening (2:00 pm)

The Consultant's recommendation is attached. They are of the opinion that Forde Construction Company, Inc. is the lowest responsible bidder, under the total bid price. The contract is being recommended for consideration for the total bid price.

Origination:

Engineering Division of Community Development Department

Recommendation:

Recommend approval

Funding: Yes

Account Number: 460-460-6409

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

Engineering Division of Community Development Department

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER

☐ YES ☐ NO

☐ 1ST ☐ 2ND

ATTACHMENTS:

Award Recommendation Letter

Bid No. 2015-03 Bid Tab

Contract Agreement



GUNDA CORPORATION

Engineers, Planners & Managers

May 7, 2015

City of Tomball
Public Works Building
501 James Street
Tomball, TX 77375

Attn: Lori Lakatos, P.E.

Re: Recommendation of Award for
TEDC Business & Technology Park Turn Lanes & Box Culverts
Project Bid No. 2015-03, E&P Project No. 2013-10022

Dear Ms. Lakatos:

We have reviewed the bid tabulation for bids received on the above referenced project. Our analysis shows that Forde Construction Company, Inc. is the responsive low bidder. The bid submitted by Forde Construction Company, Inc. shows no signs of imbalance or significant cause for concern and their Bid Bond, Statement of Residency, and Affidavit of Ownership or Control appear to be in conformance with the bidding requirement. Therefore, **we pose no objection to the recommendation of awarding the construction contract for TEDC Business & Technology Park Turn Lanes & Box Culverts Bid Project No.2015-03 to Forde Construction Company, Inc. as the low bidder.**

Below is a summary of our full review of the bids received for the project.

On May 7, 2015, a total of 3 bids were received and opened for the proposed project in accordance with the Notice to Bidders. Total Base Bid was utilized to establish the order of the bids and identification of apparent low bidder.

The four apparent low bidders based on Total Base Bids were:

Contractor	Bid Submitted
1) Forde Construction Company, Inc.	\$1,743,953.86
2) NBG Constructor, Inc.	\$2,314,731.50
3) Harris Construction Company, LTD	\$2,578,962.50

If you have any questions please do not hesitate to call.

Sincerely,

Kyle A. Bertrand, PE
Senior Project Manager

Enclosure: Project Bid Tabulation

6161 Savoy, Suite 550 • Houston, Texas 77036
(P) 713.541.3530 • www.gundacorp.com

BID TAB
TOMBALL BUSINESS & TECHNOLOGY PARK, HARRIS COUNTY HOLDERIETH ROAD & HUFSMITH KOHRVILLE ROAD LEFT TURN LANES AND BOX CULVERT
PROJECT BID NO. 2015-03, E&P PROJECT NO. 2013-10022

ENGINEER ESTIMATE

B1. BASE UNIT PRICE TABLE - GENERAL & SITE PREPARATION ITEMS						
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ^(a)	TOTAL IN FIGURES
1	01502	MOBILIZATION	LS	1	\$65,000.00	\$65,000.00
2	01555	TRAFFIC CONTROL AND REGULATION	LS	1	\$20,000.00	\$20,000.00
3	01555	INSTALL LOW PROFILE CONCRETE BARRIER	LF	340	\$28.00	\$9,520.00
4	01555	REMOVE LOW PROFILE CONCRETE BARRIER	LF	340	\$13.00	\$4,420.00
5	02086	ADJUST AIR RELEASE VENT PIPE TO TB	EA	1	\$500.00	\$500.00
6	02221	REMOVE HOG WIRE FENCE	LF	368	\$2.00	\$736.00
7	02260	TRENCH SAFETY	LF	501	\$1.50	\$751.50
8		MOVE GUARD POST	EA	2	\$250.00	\$500.00
TOTAL BASE UNIT PRICES - GENERAL & SITE PREPARATION ITEMS						\$101,427.50

B2. BASE UNIT PRICE TABLE - SWPPP & SWQMP ITEMS						
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ^(a)	TOTAL IN FIGURES
9	01570 01410	STORM WATER POLLUTION PREVENTION (MAINTENANCE)	LS	1	\$3,000.00	\$3,000.00
10	01570	INLET PROTECTION BARRIER	LF	108	\$5.00	\$540.00
11	01573	FILTER FABRIC FENCE	LF	800	\$1.50	\$1,200.00
12	01574	REINFORCED FILTER FABRIC FENCE	LF	800	\$2.00	\$1,600.00
13	01574	TEMPORARY TYPE I FILTER DAM (PLACEMENT AND REMOVAL)	EA	2	\$1,500.00	\$3,000.00
14	01574	TEMPORARY SEDIMENT BARRIER (PLACEMENT AND REMOVAL)	EA	1	\$2,500.00	\$2,500.00
15	01575	STABILIZED CONSTRUCTION ACCESS	SY	100	\$15.00	\$1,500.00
16	02922	BLOCK SOD (ROAD ROW)	SY	7500	\$3.00	\$22,500.00
TOTAL BASE UNIT PRICES - SWPPP & SWQMP ITEMS						\$35,840.00

B4. BASE UNIT PRICE TABLE - SANITARY SEWER ITEMS						
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ^(a)	TOTAL IN FIGURES
17	02082	5-FT DIA. PRECAST CONCRETE MANHOLE ON-EXIST 27-INCH SAN (TO 8-FT DEPTH)	EA	0	\$2,500.00	\$0.00
18	02082	EXTRA DEPTH 5-FT DIA. SAN MH	VF	0	\$125.00	\$0.00
19	02631	18-INCH DIAMETER SAN SEWER, BY-TRENCHLESS CONSTRUCTION	LF	0	\$200.00	\$0.00
TOTAL BASE UNIT PRICES - SANITARY SEWER ITEMS						\$0.00

B6. BASE UNIT PRICE TABLE - DRAINAGE, CHANNEL & DETENTION ITEMS						
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ^(a)	TOTAL IN FIGURES
20	02319	BORROW, INCLUDING BERMS (SELECT FILL)	CY	125	\$4.00	\$500.00
21	02611; 02631	18-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	18	\$60.00	\$1,080.00
22	02611; 02631	24-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	322	\$70.00	\$22,540.00
23	02612	10' X 8' RCB	LF	483	\$1,000.00	\$483,000.00
24	02632	WINGWALLS W/ TOEWALL	EA	2	\$45,000.00	\$90,000.00
25	02633 / TxDoT 467	18-INCH DIAMETER TYP II SET (P) (4:1)	EA	2	\$850.00	\$1,700.00
26	2634 / TxDoT 467	24-INCH DIAMETER TYP II SET (P) (4:1)	EA	4	\$950.00	\$3,800.00
27	02633	PRECAST TYPE A STM INLET	EA	1	\$3,500.00	\$3,500.00
28	02633	PRECAST TYPE D-1 STM INLET	EA	2	\$2,500.00	\$5,000.00
29	02638	JUNCTION BOX (SPELL ROAD STA 16+93.66)	EA	1	\$2,500.00	\$2,500.00
TOTAL BASE UNIT PRICES - DRAINAGE, CHANNEL & DETENTION ITEMS						\$613,120.00

B7. BASE UNIT PRICE TABLE - PAVING ITEMS:

CONTRACTOR 1 FORDE CONSTRUCTION COMPANY, INC		CONTRACTOR 2 NBG CONSTRUCTORS, INC.		CONTRACTOR 3 HARRIS CONSTRUCTION COMPANY, LTD		CONTRACTOR AVERAGE WITHOUT ENGINEER ESTIMATE	
UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES	UNIT PRICE IN FIGURES	TOTAL IN FIGURES
65000	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00	\$ 65,000.00
\$ 20,000.00	\$ 20,000.00	\$ 90,000.00	\$ 90,000.00	\$ 20,000.00	\$ 20,000.00	\$ 43,333.33	\$ 43,333.33
\$ 75.00	\$ 25,500.00	\$ 40.00	\$ 13,600.00	\$ 25.00	\$ 8,500.00	\$ 46.67	\$ 15,866.67
\$ 16.00	\$ 5,440.00	\$ 10.00	\$ 3,400.00	\$ 25.00	\$ 8,500.00	\$ 17.00	\$ 5,780.00
\$ 500.00	\$ 500.00	\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 1,000.00	\$ 1,000.00
\$ 6.00	\$ 2,208.00	\$ 5.00	\$ 1,840.00	\$ 10.00	\$ 3,680.00	\$ 7.00	\$ 2,576.00
\$ 1.00	\$ 501.00	\$ 10.00	\$ 5,010.00	\$ 5.00	\$ 2,505.00	\$ 5.33	\$ 2,672.00
\$ 500.00	\$ 1,000.00	\$ 300.00	\$ 600.00	\$ 1,000.00	\$ 2,000.00	\$ 600.00	\$ 1,200.00
	\$ 120,149.00		\$ 180,450.00		\$ 111,685.00		\$ 137,428.00

\$ 1,000.00	\$ 1,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,425.00	\$ 4,425.00	\$ 2,308.33	\$ 2,308.33
\$ 2.50	\$ 270.00	\$ 5.00	\$ 540.00	\$ 5.00	\$ 540.00	\$ 4.17	\$ 450.00
\$ 1.15	\$ 920.00	\$ 3.00	\$ 2,400.00	\$ 2.00	\$ 1,600.00	\$ 2.05	\$ 1,640.00
\$ 2.00	\$ 1,600.00	\$ 3.00	\$ 2,400.00	\$ 3.00	\$ 2,400.00	\$ 2.67	\$ 2,133.33
\$ 2,250.00	\$ 4,500.00	\$ 1,500.00	\$ 3,000.00	\$ 150.00	\$ 300.00	\$ 1,300.00	\$ 2,600.00
\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 200.00	\$ 200.00	\$ 333.33	\$ 333.33
\$ 20.00	\$ 2,000.00	\$ 30.00	\$ 3,000.00	\$ 30.00	\$ 3,000.00	\$ 26.67	\$ 2,666.67
\$ 4.10	\$ 30,750.00	\$ 5.00	\$ 37,500.00	\$ 5.00	\$ 37,500.00	\$ 4.70	\$ 35,250.00
	\$ 41,540.00		\$ 50,640.00		\$ 49,965.00		\$ 47,381.67
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
	\$ -		\$ -		\$ -		\$ -

\$ 5.00	\$ 625.00	\$ 12.00	\$ 1,500.00	\$ 40.00	\$ 5,000.00	\$ 19.00	\$ 2,375.00
\$ 110.00	\$ 1,980.00	\$ 125.00	\$ 2,250.00	\$ 108.65	\$ 1,955.70	\$ 114.55	\$ 2,061.90
\$ 125.00	\$ 40,250.00	\$ 85.00	\$ 27,370.00	\$ 117.00	\$ 37,674.00	\$ 109.00	\$ 35,098.00
\$ 1,250.00	\$ 603,750.00	\$ 1,900.00	\$ 917,700.00	\$ 1,015.85	\$ 490,655.55	\$ 1,388.62	\$ 670,701.85
\$ 45,000.00	\$ 90,000.00	\$ 35,000.00	\$ 70,000.00	\$ 263,225.00	\$ 526,450.00	\$ 114,408.33	\$ 228,816.67
\$ 1,250.00	\$ 2,500.00	\$ 1,800.00	\$ 3,600.00	\$ 825.00	\$ 1,650.00	\$ 1,291.67	\$ 2,583.33
\$ 1,600.00	\$ 6,400.00	\$ 2,200.00	\$ 8,800.00	\$ 975.00	\$ 3,900.00	\$ 1,591.67	\$ 6,366.67
\$ 2,600.00	\$ 2,600.00	\$ 3,000.00	\$ 3,000.00	\$ 1,900.00	\$ 1,900.00	\$ 2,500.00	\$ 2,500.00
\$ 2,900.00	\$ 5,800.00	\$ 3,000.00	\$ 6,000.00	\$ 1,100.00	\$ 2,200.00	\$ 2,333.33	\$ 4,666.67
\$ 2,900.00	\$ 2,900.00	\$ 4,500.00	\$ 4,500.00	\$ 7,500.00	\$ 7,500.00	\$ 4,966.67	\$ 4,966.67
	\$ 756,805.00		\$ 1,044,720.00		\$ 1,078,885.25		\$ 960,136.75

BID TAB
TOMBALL BUSINESS & TECHNOLOGY PARK, HARRIS COUNTY HOLDERIETH ROAD & HUFSMITH KOHRVILLE ROAD LEFT TURN LANES AND BOX CULVERT
PROJECT BID NO. 2015-03, E&P PROJECT NO. 2013-10022

ENGINEER ESTIMATE

ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁹⁾	TOTAL IN FIGURES
30	02314-02317	ROADWAY EXCAVATION	CY	2368	\$7.50	\$17,760.00
31	02314	REGRADE ROADSIDE DITCH/SWALE	LF	2470	\$1.50	\$3,705.00
32	02319	BORROW (SELECT FILL)	CY	293	\$4.00	\$1,172.00
33	02221	REMOVE/DISPOSE CONCRETE DRIVEWAY 6-INCH THICK	SY	41	\$10.00	\$410.00
34	02221	SAWCUT (FULL DEPTH)	LF	2792	\$2.50	\$6,980.00
35	02221	MILL ASPHALTIC SURFACE (1.5" MIN)	SY	6829	\$6.00	\$40,974.00
36	02711	BLACK BASE (12 INCH)	TON	3502	\$75.00	\$262,650.00
37	02714; 02741; 02765	TEMPORARY DETOUR 12" FLEX BASE W/2" ASPHALT PAVEMENT	SY	1911	\$65.00	\$124,215.00
38	02741	1.5"-INCH TYPE D HMAC SURFACE	TON	868	\$80.00	\$69,440.00
39	02754	6" REINF CONCRETE DRIVEWAY	SF	41	\$30.00	\$1,230.00
40	02764	4" 2-WAY REFLECTORIZED YELLOW RAISED PAVEMENT MARKERS (TYPE II A-A)	EA	152	\$5.00	\$760.00
41	02764	4" 2-WAY REFLECTORIZED BLUE RAISED PAVEMENT MARKERS (FIRE HYDRANT)	EA	10	\$5.00	\$50.00
42	02767	THERMOPLASTIC PAVEMENT MARKING, CLASS II, 24" YELLOW, SOLID FOR LTL'S	LF	400	\$20.00	\$8,000.00
43	02767	THERMOPLASTIC PAVEMENT MARKING, CLASS II, 8" WHITE, SOLID	LF	828	\$10.00	\$8,280.00
44	02767	THERMOPLASTIC PAVEMENT MARKING, CLASS II, 8" WHITE, BREAK	LF	167	\$10.00	\$1,670.00
45	02767	THERMOPLASTIC PAVEMENT MARKING, CLASS II, 4" WHITE, SOLID	LF	4354	\$5.00	\$21,770.00
46	02767	THERMOPLASTIC PAVEMENT MARKING, CLASS II, 4" YELLOW, SOLID	LF	6283	\$5.00	\$31,415.00
47	02767	THERMOPLASTIC PAVEMENT MARKING, LEFT TURN ARROW	EA	6	\$310.00	\$1,860.00
48	02767	THERMOPLASTIC PAVEMENT MARKING, RIGHT ARROW	EA	2	\$310.00	\$620.00
49	02767	THERMOPLASTIC PAVEMENT MARKING, COMBINED ARROW	EA	1	\$400.00	\$400.00
50	02767	THERMOPLASTIC PAVEMENT MARKING, WORD ("ONLY")	EA	8	\$310.00	\$2,480.00
51	COT STR-27	STD TYPE III BARRICADE	EA	4	\$850.00	\$3,400.00
52		RELOCATE MAILBOX TO TEMP ALIGNMENT AND REPLACE TO ORIGINAL LOCATION AFTER BOX CROSSING IS COMPLETE	EA	1	\$500.00	\$500.00
53		RELOCATE SIGNS TO TEMP ALIGNMENT AND REPLACE TO ORIGINAL LOCATION AFTER BOX CROSSING IS COMPLETE	EA	3	\$500.00	\$1,500.00
54		RELOCATE AIR RELEASE VENT PIPE TO TEMP ALIGNMENT AND REPLACE TO ORIGINAL LOCATION AFTER BOX CROSSING IS COMPLETE	EA	1	\$500.00	\$500.00
55		RELOCATE BOLLARD TO TEMP ALIGNMENT AND REPLACE TO ORIGINAL LOCATION AFTER BOX CROSSING IS COMPLETE	EA	1	\$500.00	\$500.00
TOTAL BASE UNIT PRICES - PAVING ITEMS						\$612,241.00
TOTAL BASE UNIT PRICES						\$1,362,628.50
C. EXTRA UNIT PRICES FOR:						
ITEM NO.	CONTROL NO.	ITEM DESCRIPTION	UNIT MEASURE	UNIT QUANTITY	UNIT PRICE IN FIGURES ⁽⁹⁾	TOTAL IN FIGURES
56	COH 02105	PREPARATORY WORK FOR SAMPLING AND ANALYSIS IN POTENTIALLY PETROLEUM CONTAMINATED AREA (PPCA)	LS	1	\$ _____	\$ _____
					\$10,000.00	\$10,000.00
57	COH 02120	REMOVAL, TRANSPORTATION, AND DISPOSAL OF CLASS I SOILS	CY	100	\$ _____	\$ _____
					\$70.00	\$7,000.00

CONTRACTOR 1 FORDE CONSTRUCTION COMPANY, INC		CONTRACTOR 2 NBG CONSTRUCTORS, INC.		CONTRACTOR 3 HARRIS CONSTRUCTION COMPANY, LTD		CONTRACTOR AVERAGE WITHOUT ENGINEER ESTIMATE	
\$ 9.40	\$ 22,259.20	\$ 17.00	\$ 40,256.00	\$ 12.00	\$ 28,416.00	\$ 12.80	\$ 30,310.40
\$ 6.00	\$ 14,820.00	\$ 9.00	\$ 22,230.00	\$ 8.50	\$ 20,995.00	\$ 7.83	\$ 19,348.33
\$ 22.00	\$ 6,446.00	\$ 18.00	\$ 5,274.00	\$ 40.00	\$ 11,720.00	\$ 26.67	\$ 7,813.33
\$ 40.00	\$ 1,640.00	\$ 25.00	\$ 1,025.00	\$ 36.75	\$ 1,506.75	\$ 33.92	\$ 1,390.58
\$ 1.00	\$ 2,792.00	\$ 16.00	\$ 44,672.00	\$ 4.00	\$ 11,168.00	\$ 7.00	\$ 19,544.00
\$ 3.50	\$ 23,901.50	\$ 6.00	\$ 40,974.00	\$ 15.25	\$ 104,142.25	\$ 8.25	\$ 56,339.25
\$ 88.20	\$ 308,876.40	\$ 98.00	\$ 343,196.00	\$ 125.00	\$ 437,750.00	\$ 103.73	\$ 363,274.13
\$ 41.50	\$ 79,306.50	\$ 88.00	\$ 168,168.00	\$ 142.75	\$ 272,795.25	\$ 90.75	\$ 173,423.25
\$ 100.00	\$ 86,800.00	\$ 110.00	\$ 95,480.00	\$ 152.25	\$ 132,153.00	\$ 120.75	\$ 104,811.00
\$ 62.00	\$ 2,542.00	\$ 70.00	\$ 2,870.00	\$ 125.00	\$ 5,125.00	\$ 85.67	\$ 3,512.33
\$ 3.50	\$ 532.00	\$ 4.00	\$ 608.00	\$ 9.00	\$ 1,368.00	\$ 5.50	\$ 836.00
\$ 5.00	\$ 50.00	\$ 6.00	\$ 60.00	\$ 12.00	\$ 120.00	\$ 7.67	\$ 76.67
\$ 5.85	\$ 2,340.00	\$ 4.00	\$ 1,600.00	\$ 5.00	\$ 2,000.00	\$ 4.95	\$ 1,980.00
\$ 1.30	\$ 1,076.40	\$ 1.00	\$ 828.00	\$ 2.50	\$ 2,070.00	\$ 1.60	\$ 1,324.80
\$ 1.30	\$ 217.10	\$ 1.00	\$ 167.00	\$ 2.50	\$ 417.50	\$ 1.60	\$ 267.20
\$ 0.48	\$ 2,089.92	\$ 0.50	\$ 2,177.00	\$ 1.50	\$ 6,531.00	\$ 0.83	\$ 3,599.31
\$ 0.48	\$ 3,015.84	\$ 0.50	\$ 3,141.50	\$ 1.50	\$ 9,424.50	\$ 0.83	\$ 5,193.95
\$ 115.00	\$ 690.00	\$ 110.00	\$ 660.00	\$ 250.00	\$ 1,500.00	\$ 158.33	\$ 950.00
\$ 115.00	\$ 230.00	\$ 110.00	\$ 220.00	\$ 250.00	\$ 500.00	\$ 158.33	\$ 316.67
\$ 150.00	\$ 150.00	\$ 140.00	\$ 140.00	\$ 250.00	\$ 250.00	\$ 180.00	\$ 180.00
\$ 130.00	\$ 1,040.00	\$ 150.00	\$ 1,200.00	\$ 250.00	\$ 2,000.00	\$ 176.67	\$ 1,413.33
\$ 2,000.00	\$ 8,000.00	\$ 1,200.00	\$ 4,800.00	\$ 1,400.00	\$ 5,600.00	\$ 1,533.33	\$ 6,133.33
\$ 120.00	\$ 120.00	\$ 300.00	\$ 300.00	\$ 500.00	\$ 500.00	\$ 306.67	\$ 306.67
\$ 450.00	\$ 1,350.00	\$ 300.00	\$ 900.00	\$ 500.00	\$ 1,500.00	\$ 416.67	\$ 1,250.00
\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00
\$ 500.00	\$ 500.00	\$ 300.00	\$ 300.00	\$ 1,200.00	\$ 1,200.00	\$ 666.67	\$ 666.67
	\$ 571,784.86		\$ 782,246.50		\$ 1,061,752.25		\$ 805,261.20
	\$ 1,490,278.86		\$ 2,058,056.50		\$ 2,302,287.50		\$ 1,950,207.62
\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00
\$ 70.00	\$ 7,000.00	\$ 70.00	\$ 7,000.00	\$ 70.00	\$ 7,000.00	\$ 70.00	\$ 7,000.00

BID TAB
TOMBALL BUSINESS & TECHNOLOGY PARK, HARRIS COUNTY HOLDERRIETH ROAD & HUFSMITH KOHRVILLE ROAD LEFT TURN LANES AND BOX CULVERT
PROJECT BID NO. 2015-03, E&P PROJECT NO. 2013-10022

ENGINEER ESTIMATE

58	COH 02120	REMOVAL, TRANSPORTATION, AND DISPOSAL OF CLASS II SOILS	CY	200	\$ _____	\$ _____
					\$35.00	\$7,000.00
59	COH 02136	REMOVE EXIST ABANDONED PIPELINE, INCLUDING LEGAL OFFSITE DISPOSAL, COMPLETE IN PLACE	LF	1020	\$ _____	\$ _____
					\$50.00	\$51,000.00
60	DWG	6" POLYETHYLENE GAS (ADJUSTMENT)	LF	50	\$ _____	\$ _____
					\$35.00	\$1,750.00
61	02221	EXTRA REMOVAL OF EXIST PVMT (ASPHALT OR CONCRETE INCLUDING BASE & SAWCUTS)	SY	100	\$ _____	\$ _____
					\$10.00	\$1,000.00
62	02314	REGRADE ROADSIDE DITCH/SWALE	LF	300	\$ _____	\$ _____
					\$1.50	\$450.00
63	02314- 02317	EXTRA ROADWAY EXCAVATION	CY	100	\$ _____	\$ _____
					\$1.00	\$100.00
64	02318	EXTRA HAND EXCAVATION	CY	100	\$ _____	\$ _____
					\$25.00	\$2,500.00
65	02318	EXTRA MACHINE EXCAVATION	CY	200	\$ _____	\$ _____
					\$30.00	\$6,000.00
66	02318	EXTRA BANK SAND BACKFILL	CY	200	\$ _____	\$ _____
					\$20.00	\$4,000.00
67	02321	EXTRA CEMENT STABILIZED SAND	CY	200	\$ _____	\$ _____
					\$25.00	\$5,000.00
68	02319	EXTRA BORROW	CY	1000	\$ _____	\$ _____
					\$4.00	\$4,000.00
69	02511	12-INCH DIAMETER DIP WATER LINE WITH RESTRAINED JOINTS (ADJUSTMENT)	LF	50	\$ _____	\$ _____
					\$40.00	\$2,000.00
70	02611; 02631	18-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	100	\$ _____	\$ _____
					\$60.00	\$6,000.00
71	02611; 02631	24-INCH DIAMETER RCP STORM SEWER, OPEN CUT	LF	100	\$ _____	\$ _____
					\$70.00	\$7,000.00
72	02711	EXTRA HMAC ASPHALT FOR PAVEMENT	TON	100	\$ _____	\$ _____
					\$125.00	\$12,500.00
73	02751	5" REINF CONCRETE SLOPE PAVEMENT	CY	275	\$ _____	\$ _____
					\$425.00	\$116,875.00
74	02922	EXTRA SODDING	SY	1500	\$ _____	\$ _____
					\$3.00	\$4,500.00
75	-	TRAILER MOUNTED CHANGEABLE MESSAGE SIGN	EA	1	\$ _____	\$ _____
					\$2,000.00	\$2,000.00
TOTAL EXTRA UNIT PRICES						\$243,675.00

SUMMARY B1 - B7

B1. BASE UNIT PRICE TABLE - GENERAL & SITE PREPARATION ITEMS	\$101,427.50
B2. BASE UNIT PRICE TABLE - SWPPP & SWQMP ITEMS	\$35,840.00
B3. BASE UNIT PRICE TABLE - WATER ITEMS	\$0.00
B4. BASE UNIT PRICE TABLE - SANITARY SEWER ITEMS	\$0.00
B5. BASE UNIT PRICE TABLE - GAS ITEMS	\$0.00
B6. BASE UNIT PRICE TABLE - DRAINAGE, CHANNEL & DETENTION ITEMS	\$613,120.00
B7. BASE UNIT PRICE TABLE - PAVING ITEMS:	\$612,241.00
TOTAL B1 - B7	\$1,362,628.50

D. CASH ALLOWANCE TABLE:

Cash Allowance No.	Cash Allowance Short Title	Cash Allowance in Figures
1	HC Permit Fee	\$ 1,000.00
2	HC Surety Bond Fee	\$ 2,000.00
TOTAL CASH ALLOWANCES		\$ 3,000.00

E. ALTERNATES TABLE: N/A

F. TOTAL ESTIMATE **\$1,609,303.50**

CONTRACTOR 1 FORDE CONSTRUCTION COMPANY, INC		CONTRACTOR 2 NBG CONSTRUCTORS, INC.		CONTRACTOR 3 HARRIS CONSTRUCTION COMPANY, LTD		CONTRACTOR AVERAGE WITHOUT ENGINEER ESTIMATE	
\$ 35.00	\$ 7,000.00	\$ 35.00	\$ 7,000.00	\$ 35.00	\$ 7,000.00	\$ 35.00	\$ 7,000.00
\$ 50.00	\$ 51,000.00	\$ 50.00	\$ 51,000.00	\$ 50.00	\$ 51,000.00	\$ 50.00	\$ 51,000.00
\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00	\$ 35.00	\$ 1,750.00
\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00	\$ 10.00	\$ 1,000.00
\$ 1.50	\$ 450.00	\$ 1.50	\$ 450.00	\$ 1.50	\$ 450.00	\$ 1.50	\$ 450.00
\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00	\$ 1.00	\$ 100.00
\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00	\$ 25.00	\$ 2,500.00
\$ 30.00	\$ 6,000.00	\$ 30.00	\$ 6,000.00	\$ 30.00	\$ 6,000.00	\$ 30.00	\$ 6,000.00
\$ 20.00	\$ 4,000.00	\$ 20.00	\$ 4,000.00	\$ 20.00	\$ 4,000.00	\$ 20.00	\$ 4,000.00
\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00	\$ 25.00	\$ 5,000.00
\$ 4.00	\$ 4,000.00	\$ 4.00	\$ 4,000.00	\$ 4.00	\$ 4,000.00	\$ 4.00	\$ 4,000.00
\$ 40.00	\$ 2,000.00	\$ 40.00	\$ 2,000.00	\$ 140.00	\$ 7,000.00	\$ 73.33	\$ 3,666.67
\$ 60.00	\$ 6,000.00	\$ 60.00	\$ 6,000.00	\$ 90.00	\$ 9,000.00	\$ 70.00	\$ 7,000.00
\$ 70.00	\$ 7,000.00	\$ 70.00	\$ 7,000.00	\$ 100.00	\$ 10,000.00	\$ 80.00	\$ 8,000.00
\$ 125.00	\$ 12,500.00	\$ 125.00	\$ 12,500.00	\$ 150.00	\$ 15,000.00	\$ 133.33	\$ 13,333.33
\$ 425.00	\$ 116,875.00	\$ 425.00	\$ 116,875.00	\$ 425.00	\$ 116,875.00	\$ 425.00	\$ 116,875.00
\$ 3.00	\$ 4,500.00	\$ 3.00	\$ 4,500.00	\$ 4.00	\$ 6,000.00	\$ 3.33	\$ 5,000.00
\$ 2,000.00	\$ 2,000.00	\$ 5,000.00	\$ 5,000.00	\$ 10,000.00	\$ 10,000.00	\$ 5,666.67	\$ 5,666.67
	\$ 250,675.00		\$ 253,675.00		\$ 273,675.00		\$ 259,341.67
\$ 120,149.00 \$ 41,540.00 \$ - \$ - \$ - \$ 756,805.00 \$ 571,784.86 \$ 1,490,278.86 Cash Allowance in Figures \$ 1,000.00 \$ 2,000.00 \$ 3,000.00	\$ 180,450.00 \$ 50,640.00 \$ - \$ - \$ - \$ 1,044,720.00 \$ 782,246.50 \$ 2,058,056.50 Cash Allowance in Figures \$ 1,000.00 \$ 2,000.00 \$ 3,000.00	\$ 111,685.00 \$ 49,965.00 \$ - \$ - \$ - \$ 1,078,885.25 \$ 1,061,752.25 \$ 2,302,287.50 Cash Allowance in Figures \$ 1,000.00 \$ 2,000.00 \$ 3,000.00	\$ 137,428.00 \$ 47,381.67 \$ - \$ - \$ - \$ 960,136.75 \$ 805,261.20 \$ 1,950,207.62 Cash Allowance in Figures \$ 1,000.00 \$ 2,000.00 \$ 3,000.00				
				\$ 1,743,953.86	\$ 2,314,731.50	\$ 2,578,962.50	\$ 2,212,549.29

Document 00520

AGREEMENT

Project: Tomball Business & Technology Park, Harris County, Holderrieth Road & Hufsmith Kohrville Road
Left Turn Lanes and Box Culverts.

Project Location: Hufsmith-Kohrville and Holderrieth, City of Tomball, Harris County Texas

E&P Project No: 2013-10022

Project Bid No: 2015-03

The City: The City of Tomball, County of Harris, Texas (the "City")
and

Contractor: Forde Construction Company, Inc.

(Address for Written Notice) 6842 calle Lozano Drive, Houston, Texas 77041

Fax Number: _____

City Engineer is: Lori Lakatos, P.E., C.F.M.

(Address for Written Notice) 501 James St., Tomball, TX 77375

Fax Number: (281) 351-4735

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within 180 calendar days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the

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12-03-2013

City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in Document 00800 – Supplementary Conditions, for each day beyond Contract Time.

ARTICLE 3
CONTRACT PRICE

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$1,743,953.86, which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1 N/A

ARTICLE 4
PAYMENTS

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [] 10th, [] 20th, or ☒ last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage).

For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)

b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of

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12-03-2013

Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractors provided in the General Conditions.

ARTICLE 5
CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto.

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

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12-03-2013

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions

7.1.2 Document 00800 - Supplementary Conditions

7.1.3 General Requirements.

7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.

7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.

7.1.6 Addenda which apply to the Contract, are as follows:

Addendum No. 1, dated May 5, 2015

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form – Part B
[X] 00500	Form of Business
[X] 00501	Resolution of Corporation (if a corporation)
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[] 00612	One-year Maintenance Bond
[X] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)
[X] 00800	Exhibit A, Wage Rates
[] 00821	Wage Rate for Building Construction
[X] 00830	Trench Safety Geotechnical Information (reference 00320)

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12-03-2013

ARTICLE 8
SIGNATURES

8.1 This Agreement is executed in two originals and is effective on _____.

CONTRACTOR:

(If Joint Venture)

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

Tax Identification Number: _____

Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

Date: _____

CITY OF TOMBALL, TEXAS:

By: _____

City Manager

Date: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

City Secretary

Date: _____

END OF DOCUMENT

00520-5
12-03-2013

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 18, 2015

Topic:

Authorize the Mayor to Sign the Updated Harris County Emergency Management Basic Plan Document

Background:

The City of Tomball is a signatory to the Harris County Emergency Management Basic Plan document. This plan integrates the operations of Tomball and the other municipalities in Harris County with the County Emergency Management. This results in significant benefit to Tomball and the other municipalities through a pooling of resources and integrated response to disasters. Tomball has been a signatory to this Plan for over 10 years.

Origination:

Fire/Emergency Management

Recommendation:

Staff recommends approval

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

Randy Parr

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Harris County Emergency Management Basic Plan

BASIC PLAN

EMERGENCY MANAGEMENT PLAN

Harris County, Texas

February 2015

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Harris County Judge

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of Bellaire

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of Bunker Hill Village

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of El Lago

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of Galena Park

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of Hedwig Village

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of Hilshire Village

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of Humble

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of Hunters Creek Village

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of Jacinto City

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

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Approved: _____ Date: _____
Mayor, City of Jersey Village

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of Morgan's Point

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of Piney Point Village

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of Shoreacres

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of South Houston

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of Southside Place

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of Spring Valley Village

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of Taylor Lake Village

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of Tomball

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Mayor, City of West University Place

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____

Chief Executive Officer of ESD No. 3
Harris County, Texas

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____

Chief Executive Officer of ESD No. 5
Harris County, Texas

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____

Chief Executive Officer of ESD No. 7
Harris County, Texas

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____

Chief Executive Officer of ESD No. 8
Harris County, Texas

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Chief Executive Officer of ESD No. 9
Harris County, Texas

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____

Chief Executive Officer of ESD No. 10
Harris County, Texas

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____

Chief Executive Officer of ESD No. 15
Harris County, Texas

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____

Chief Executive Officer of ESD No. 17
Harris County, Texas

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Chief Executive Officer of ESD No. 28
Harris County, Texas

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____

Chief Executive Officer of ESD No. 46
Harris County, Texas

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____

Chief Executive Officer of ESD No. 48
Harris County, Texas

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Chief Executive Officer of ESD No. 80
Harris County, Texas

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Chief Executive Officer of ESD No. 100
Harris County, Texas

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Approved: _____ Date: _____
Chief Executive Officer of ESD No. 200
Harris County, Texas

APPROVAL & IMPLEMENTATION

Basic Plan

Integrated Emergency Management Plan

This annex is hereby approved for implementation and supersedes all previous editions.

Concurred: _____ Date: _____
Mark T. Sloan, Emergency Management Coordinator

RECORD OF CHANGES

Basic Plan

Integrated Emergency Management Plan

Change #	Date of Change	Entered By	Date Entered

Basic Plan

Integrated Emergency Management Plan

I. AUTHORITY

A. Federal

1. Robert T. Stafford Disaster Relief & Emergency Assistance Act, (as amended), 42 U.S.C. 5121
2. Emergency Planning and Community Right-to-Know Act, 42 USC Chapter 116
3. Emergency Management and Assistance, 44 CFR
4. Hazardous Waste Operations & Emergency Response, 29 CFR 1910.120
5. Homeland Security Act of 2002
6. Homeland Security Presidential Directive. *HSPD-5*, Management of Domestic Incidents
7. Homeland Security Presidential Directive, *HSPD-3*, Homeland Security Advisory System
8. National Incident Management System
9. National Response Framework
10. National Strategy for Homeland Security, July 2002
11. Nuclear/Radiological Incident Annex of the National Response Framework
12. Presidential Policy Directive 8 – National Preparedness

B. State

1. Government Code, Chapter 418 (Emergency Management)
2. Government Code, Chapter 421 (Homeland Security)
3. Government Code, Chapter 433 (State of Emergency)
4. Government Code, Chapter 791 (Inter-local Cooperation Contracts)
5. Health & Safety Code, Chapter 778 (Emergency Management Assistance Compact)
6. Executive Order of the Governor Relating to Emergency Management
7. Executive Order of the Governor Relating to the National Incident Management System
8. Administrative Code, Title 37, Part 1, Chapter 7 (Division of Emergency Management)
9. The Texas Homeland Security Strategic Plan, Parts I and II, December 15, 2003
10. The Texas Homeland Security Strategic Plan, Part III, February 2004

C. Local

1. City Ordinance:
Bellaire # 09-081, dated 16 November 2009
Bunker Hill # 04-304, dated 17 February 2004.

El Lago # 378, dated 21 October 2009.
 Galena Park # 2009-08, dated 20 October 2009.
 Hedwig Village # 547, dated 12 February 2004.
 Hilshire Village # 560, dated 17 February 2004.
 Humble # 10-679, dated 12 November 2009.
 Hunters Creek # 620, dated 17 February 2004.
 Jacinto City # 2009-5, dated 19 October 2009
 Jersey Village # 98-13, dated 18 May 1998
 Morgan's Point # 09-563, dated 27 October 2009.
 Piney Point # 912, dated 23 February 2004.
 Shoreacres # 2009-56, dated 9 November 2009.
 South Houston # 2009-29, dated 27 October 2009.
 Southside Place # 144, dated 8 October 1985.
 Spring Valley # 2004-06, dated 23 March 2004.
 Taylor Lake Village # 09-579, dated 21 OCTOBER 2009.
 Tomball # 92-16, dated 19 October 1992.
 West University Place # 1850, dated 13 August 2007.

2. Commissioner's Court Order #No Number, dated May 22, 2012.

3. Joint Resolution between the County of Harris and the Cities of:

Bellaire No Number dated 5 March 2012.
 Bunker Hill No Number dated 21 February 2012.
 El Lago No Number dated 21 October 2009.
 Galena Park R04-2009 dated 20 October 2009.
 Hedwig Village No Number dated 22 May 2012.
 Hilshire Village No Number dated 21 February 2012.
 Humble No Number dated 22 May 2012.
 Hunters Creek No Number dated 22 May 2012.
 Jacinto City 2009-12R dated 19 October 2009.
 Jersey Village No Number dated 22 May 2012.
 Morgan's Point 09-55 dated 27 February 2012.
 Piney Point No Number dated 13 February 2012.

Shoreacres 2009-25 dated 9 November 2009.
 South Houston 2009-16R dated 27 October 2009.
 Southside Place No Number dated 10 April 2012.
 Spring Valley 2004-06 dated 22 May 2012.
 Taylor Lake Village 09-852 dated 21 October 2009.
 Tomball 2009-32 dated 6 February 20012.
 West University Place 2009-22 dated 19 October 2009.

4. Inter-local Agreements & Contracts. See the summary in Appendix 5.

II. PURPOSE

The Harris County Basic Plan outlines the Harris County Office of Homeland Security and Emergency Management's (HCOHSEM) approach to emergency operations, and is applicable to Harris County and Cities adhering to this plan. It provides general guidance for emergency management activities and an overview of methods in prevention, preparedness, response, and recovery. The plan describes the Harris County emergency response organization and assigns responsibilities for various emergency tasks. This plan is intended to provide a framework for more specific functional annexes that describe in greater detail who does what, when, and how. This plan applies to all local officials, departments, and agencies. The primary audience for this document includes the chief elected official and other elected officials, the emergency management staff, department and agency heads and their senior staff members, leaders of non-government agencies that support emergency operations, and others who may participate in the mitigation, preparedness, response, and recovery efforts.

III. EXPLANATION OF TERMS

A. Acronyms

AAR	After Action Report
ARC	American Red Cross
CFR	Code of Federal Regulations
DDC	Disaster District Committee
DHS	Department of Homeland Security
EMC	Emergency Management Coordinator
EOC	Emergency Operations or Operating Center
FBI	Federal Bureau of Investigation
FEMA	Federal Emergency Management Agency, an element of the U.S. Department of Homeland Security
Hazmat	Hazardous Material

HCOHSEM	Harris County Office of Homeland Security & Emergency Management
HSPD-5	Homeland Security Presidential Directive 5
ICP	Incident Command Post
ICS	Incident Command System
IP	Improvement Plan
JFO	Joint Field Office
JIC	Joint Information Center
JIS	Joint Information System
NIMS	National Incident Management System
NRF	National Response Framework
OSHA	Occupational Safety & Health Administration
PIO	Public Information Officer
SOGs	Standard Operating Guidelines
SOC	State Operations Center
TRRN	Texas Regional Response Network
TSA	The Salvation Army

A. Definitions

1. Area Command (Unified Area Command). An organization established (1) to oversee the management of multiple incidents that are each being managed by an ICS organization or (2) to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Sets overall strategy and priorities, allocates critical resources according to priorities, ensures that incidents are properly managed, and ensures that objectives are met and strategies followed. Area Command becomes Unified Area Command when incidents are multijurisdictional.
2. Disaster District. Disaster Districts are regional state emergency management organizations mandated by the Executive Order of the Governor relating to Emergency Management whose boundaries parallel those of Highway Patrol Districts and Sub-Districts of the Texas Department of Public Safety.
3. Disaster District Committee. The DDC consists of a Chairperson (the local Highway Patrol captain or command lieutenant), and agency representatives that mirror the membership of the State Emergency Management Council. The DDC Chairperson, supported by committee members, is responsible for identifying, coordinating the use of, committing, and directing state resources within the district to respond to emergencies.
4. Emergency Operations Center. Specially equipped facilities from which government officials exercise direction and control and coordinate necessary resources in an emergency situation.
5. Emergency Situations. As used in this plan, this term is intended to describe a *range* of occurrences, from a minor incident to a catastrophic disaster. It includes the following:

- a. Incident. An incident is a situation that is limited in scope and potential effects. Characteristics of an incident include:
- 1) Involves a limited area and/or limited population.
 - 2) Evacuation or in-place sheltering is typically limited to the immediate area of the incident.
 - 3) Warning and public instructions are provided in the immediate area, not community-wide.
 - 4) One or two local response agencies or departments acting under an incident commander normally handle incidents. Requests for resource support are normally handled through agency and/or departmental channels.
 - 5) May require limited external assistance from other local response agencies or contractors.
 - 6) For the purposes of the NRF, incidents include the full range of occurrences that require an emergency response to protect life or property.
- b. Emergency. An emergency is a situation that is larger in scope and more severe in terms of actual or potential effects than an incident. Characteristics include:
- 1) Involves a large area, significant population, or important facilities.
 - 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
 - 3) May require community-wide warning and public instructions.
 - 4) Requires a sizable multi-agency response operating under an incident commander.
 - 5) May require some external assistance from other local response agencies, contractors, and limited assistance from state or federal agencies.
 - 6) The Emergency Operations Center (EOC) will be activated to provide general guidance and direction, coordinate external support, and provide resource support for the incident.
 - 7) For the purposes of the NRF, an emergency (as defined by the Stafford Act) is “any occasion or instance for which, in the determination of the President, Federal assistance is needed to supplement State and local efforts and capabilities to save lives and to protect property and public health and safety, or to lessen or avert the threat of catastrophe in any part of the United States.”
- c. Disaster. A disaster involves the occurrence or threat of significant casualties and/or widespread property damage that is beyond the capability of the local government to handle with its organic resources. Characteristics include:
- 1) Involves a large area, a sizable population, and/or important facilities.

- 2) May require implementation of large-scale evacuation or in-place sheltering and implementation of temporary shelter and mass care operations.
 - 3) Requires community-wide warning and public instruction.
 - 4) Requires a response by many local response agencies operating under one or more incident commanders.
 - 5) Requires significant external assistance from other local response agencies, contractors, and extensive state or federal assistance.
 - 6) The EOC will be activated to provide general guidance and direction, provide emergency information to the public, coordinate state and federal support, and coordinate resource support for emergency operations.
 - 7) For the purposes of the NRF, a major disaster (as defined by the Stafford Act) is any catastrophe, regardless of the cause, which in the determination of the President, causes damage of sufficient severity and magnitude to warrant major disaster federal assistance.
- d. Catastrophic Incident. For the purposes of the NRF, this term is used to describe any natural or manmade occurrence that results in extraordinary levels of mass casualties, property damage, or disruptions that severely affect the population, infrastructure, environment, economy, national morale, and/or government functions. An occurrence of this magnitude would result in sustained national impacts over prolonged periods of time, and would immediately overwhelm local and state capabilities. All catastrophic incidents are *Incidents of National Significance*.
6. Hazardous Material (Hazmat). A substance in a quantity or form that could pose an unreasonable risk to health, safety, and/or property when manufactured, stored, or transported. The substance, by its nature, containment, and reactivity, has the capability for inflicting harm during an accidental occurrence, it is toxic, corrosive, flammable, reactive, an irritant, or a strong sensitizer, and poses a threat to health and the environment when improperly managed. Hazardous Material includes toxic substances, certain infectious agents, radiological materials, and other related materials such as oil, used oil, petroleum products, and industrial solid waste substances.
 7. Inter-local agreements. Arrangements between governments or organizations, either public or private, for reciprocal aid and assistance during emergency situations where the resources of a single jurisdiction or organization are insufficient or inappropriate for the tasks that must be performed to control the situation. Commonly referred to as mutual aid agreements.
 8. Public Information. Information that is disseminated to the public via the news media before, during, and/or after an emergency or disaster
 9. Risk Analysis. A product or process that collects information and assigns values to risks for the purpose of informing priorities, developing or comparing courses of action, and informing decision making. It provides a risk based quantitative

method of identifying threats and hazards and assessing vulnerability, consequence (impacts), and risk within the community.

10. Stafford Act. The Robert T. Stafford Disaster Relief and Emergency Assistance Act authorizes federal agencies to undertake special measures designed to assist the efforts of states in expediting the rendering of aid, assistance, emergency services, and reconstruction and rehabilitation of areas devastated by disaster.
11. Standard Operating Guidelines. Approved methods for accomplishing a task or set of tasks. SOGs are typically prepared at the department or agency level.

IV. SITUATION AND ASSUMPTIONS

A. Situation

1. Harris County and Cities adhering to this plan are exposed to many hazards, all of which have the potential for disrupting the community, causing casualties, and damaging or destroying public or private property. A summary of Harris County's major hazards is provided in Figure 1. More detailed information is provided in the Risk Analysis, published separately.

Some of the data listed in Figure 1 was estimated during plan development. Continuously updated data and more detailed information is available upon request.

FIGURE 1.

HAZARD SUMMARY

	Likelihood of Occurrence	Estimated Impact on Public Health & Safety	Estimated Impact on Property
Hazard Type:	Unlikely, Low, Moderate, or High	Limited, Moderate, or Major	Limited, Moderate or Major
Natural			
Drought	High	Moderate	Limited
Earthquake	Unlikely	N/A	N/A
Erosion	Unlikely	N/A	N/A
Extreme Heat	High	Limited	Limited
Flash Flooding	High	Moderate	Moderate
Flooding (Coastal)	High	Major	Major
Flooding (Riverine)	High	Major	Major

Hail	High	Limited	Moderate
Hurricane	High	Major	Major
Landslides	Unlikely	N/A	N/A
Sinkholes	Unlikely	N/A	N/A
Subsidence	Unlikely	N/A	N/A
Thunderstorms	High	Limited	Limited
Tornado	High	Limited	Limited
Tsunami	Unlikely	N/A	N/A
Wildfire	High	Limited	Limited
Winter Storm	Low	Limited	Limited
Technological			
Dam/Levee Failure	Low	Moderate	Moderate
Energy/Fuel Shortage	Moderate	Limited	Limited
Energy/Pipeline Failure	High	Major	Major
Hazmat/Oil Spill (fixed site)	High	Moderate	Moderate
Hazmat/Oil Spill (transport)	High	Moderate	Moderate
Major Structural Fire	Moderate	Limited	Limited
Nuclear Facility Incident	Low	Limited	Limited
Water System Failure	Low	Major	Moderate
Security			
Civil Disorder	Low	Moderate	Moderate
Enemy Military Attack	Low	Major	Major
Terrorism	Low	Major	Major

B. Assumptions

1. Harris County and the cities adhering to this plan will continue to be exposed and subject to the impact of those hazards described above, as well as other and lesser hazards that may develop in the future.
2. It is possible for a major disaster to occur at any time and at any place. In many cases, dissemination of warning to the public and implementation of increased readiness measures may be possible. However, some emergency situations occur with little or no warning.
3. Outside assistance will be available in most emergency situations that affect Harris County and cities adhering to this plan. Since it takes time to summon external assistance, it is essential for us to be prepared to carry out the initial emergency response on an independent basis.
4. Proper mitigation actions, such as floodplain management, and fire inspections, can prevent or reduce disaster-related losses. Detailed emergency planning, training for emergency responders and other personnel, and conducting periodic

emergency drills and exercises can improve readiness to deal with emergency situations.

V. CONCEPT OF OPERATIONS

A. Objectives

1. The objectives of Harris County's emergency management program are to protect public health and safety and preserve public and private property.
2. Evaluate potential health risks associated with the incident and assess the impacts they may have on residents and responders.

B. General

1. It is HCOHSEM's responsibility to protect public health and safety and preserve property from the effects of hazardous events. This program has the primary role in identifying and mitigating hazards, preparing for and responding to emergencies or disasters, and managing the recovery from emergency situations that affect the county.
2. It is impossible for Harris County to do everything that is required to protect the lives and property of its population. Residents have the responsibility to prepare themselves and their families to cope with emergency situations and handle their affairs and property in ways that will aid the government in managing emergencies. Harris County will assist residents in carrying out these responsibilities by providing public information and instructions prior to and during emergency situations.
3. Harris County is responsible for organizing, training, and equipping local emergency responders and emergency management personnel, providing appropriate emergency facilities, providing suitable warning and communications systems, and for contracting with emergency services. The state and federal governments offer programs that provide some assistance with portions of these responsibilities.
4. To achieve these objectives, an emergency management program has been organized which is both integrated (employs the resources of government, organized volunteer groups, and businesses) and comprehensive (addresses mitigation, preparedness, response, and recovery). This plan is one element of preparedness activities.
5. This plan is based on an all-hazard approach to emergency planning. It addresses general functions that may need to be performed during any emergency situation and is not a collection of plans for specific types of incidents.

For example, the warning annex addresses techniques that can be used to warn the public during any emergency situation, whatever the cause.

6. Departments, agencies, and cities adhering to this plan are expected to develop and keep current standard operating guidelines (SOGs) that describe how emergency tasks will be performed. Departments and agencies are charged with ensuring that training and equipment necessary for an appropriate response are in place.
7. This plan is based upon the concept that the emergency functions that must be performed by many departments or agencies generally parallel some of their normal day-to-day functions. To the extent possible, the same personnel and material resources used for day-to-day activities will be employed during emergency situations. Because personnel and equipment resources are limited, some routine functions that do not contribute directly to the emergency may be suspended for the duration of an emergency. The personnel, equipment, and supplies that would normally be required for those functions will be redirected to accomplish emergency tasks.
8. Harris County and cities adhering to this plan adopted the National Incident Management System (NIMS) in accordance with the President's Homeland Security Directive (HSPD)-5. The adoption of NIMS will provide a consistent approach to the effective management of situations involving natural or man-made disasters, or terrorism. NIMS allows the integration of response activities using a set of standardized organizational structures designed to improve interoperability between all levels of government, private sector, and nongovernmental organizations.
9. This plan, in accordance with the National Response Framework (NRF), is an integral part of the national effort to prevent, and reduce America's vulnerability to terrorism, major disasters, and other emergencies, minimize the damage and recover from attacks, major disasters, and other emergencies that occur. In the event of an Incident of National Significance, as defined in HSPD-5, Harris County will integrate all operations with all levels of government, private sector, and nongovernmental organizations through the use of NRF coordinating structures, processes, and protocols.

C. Operational Guidance

The five components of NIMS will be employed in all operations, which will provide a standardized framework that facilitates operations in all phases of emergency management. Appendix 7 provides further details on the NIMS.

1. **Initial Response.** Emergency responders are likely to be the first on the scene of an emergency situation. They will normally take charge and remain in charge of the incident until it is resolved or until others who have legal authority to do so, assume responsibility. They will seek guidance and direction from local officials

and seek technical assistance from state and federal agencies and industry where appropriate.

2. Implementation of ICS

- a. The first local emergency responder to arrive at the scene of an emergency situation will implement the incident command system and serve as the incident commander until relieved by a more senior or more qualified individual. The incident commander will establish an incident command post (ICP) and provide an assessment of the situation to local officials, identify response resources required, and direct the on-scene response from the ICP.
- b. For some types of emergency situations a specific incident scene may not exist in the initial response phase and the Emergency Operation Center (EOC) may accomplish initial response actions, such as mobilizing personnel and equipment and issuing precautionary warning to the public. As the potential threat becomes clearer and as specific impact site or sites become identified, an incident command post may be established, and direction and control of the response is transitioned to the Incident Commander.

3. Source and Use of Resources.

- a. Harris County and the cities adhering to the basic plan will use local resources, all of which meet the requirements for resource management in accordance with the NIMS, to respond to emergency situations, purchase supplies and equipment, if necessary, and request assistance if local resources are insufficient or inappropriate. §418.102 of the Government Code provides that the County should be the first channel through which a municipality requests assistance when its resources are exceeded. If additional resources are required, Harris County will:
 - a. Summon those resources available to us pursuant to mutual aid agreements. See Appendix 6 to this plan, which summarizes the mutual aid agreements and identifies the officials authorized to request those resources.
 - b. Summon emergency service resources that have been contracted for. See Appendix 6.
 - c. Request assistance from volunteer groups active in disasters.
 - d. Request assistance from industry or individuals who have resources needed to deal with the emergency situation.
- b. When external agencies respond to an emergency situation within our jurisdiction, it is expected of them to conform to the guidance and direction provided by the incident commander, which will be in accordance with the NIMS.

D. Incident Command System

1. Intend to employ ICS, an integral part of the NIMS, in managing emergencies. ICS is both a strategy and a set of organizational arrangements for directing and controlling field operations. It is designed to effectively integrate resources from different agencies into a temporary emergency organization at an incident site that can expand and contract with the magnitude of the incident and resources on hand. A summary of ICS is provided in Appendix 7.
2. The incident commander is responsible for carrying out the ICS function of command -- managing the incident. The four other major management activities that form the basis of ICS are operations, planning, logistics, and finance/administration. For small-scale incidents, the incident commander and one or two individuals may perform all of these functions. For larger incidents, a number of individuals from different departments or agencies may be assigned to separate staff sections charged with those functions.
3. An incident commander using response resources from one or two departments or agencies can handle the majority of emergency situations. Departments or agencies participating in this type of incident response will normally obtain support through their own department or agency.
4. In emergency situations where other jurisdictions or the state or federal government are providing significant response resources or technical assistance, it is generally desirable to transition from the normal ICS structure to a Unified or Area Command structure. This arrangement helps to ensure that all participating agencies are involved in developing objectives and strategies to deal with the emergency. Appendix 7 provides additional information on Unified and Area Commands.

E. ICS – EOC Interface

1. For major emergencies and disasters, the Emergency Operations Center (EOC) will be activated. When the EOC is activated, it is essential to establish a division of responsibilities between the incident command post and the EOC. A general division of responsibilities is outlined below. It is essential that a precise division of responsibilities be determined for specific emergency operations.
2. The incident commander is generally responsible for field operations, including:
3. Isolating the scene.
 - a. Directing and controlling the on-scene response to the emergency situation and managing the emergency resources committed there.
 - b. Warning the population in the area of the incident and providing emergency instructions to them.

- c. Determining and implementing protective measures (evacuation or in-place sheltering) for the population in the immediate area of the incident and for emergency responders at the scene.
 - d. Implementing traffic control arrangements in and around the incident scene.
 - e. Requesting additional resources from the EOC.
4. The EOC is generally responsible for:
- a. Providing resource support for the incident command operations.
 - b. Issuing community-wide warning.
 - c. Issuing instructions and providing information to the general public.
 - d. Organizing and implementing large-scale evacuation.
 - e. Organizing and implementing shelter and mass arrangements for evacuees.
 - f. Coordinating traffic control for large-scale evacuations.
 - g. Requesting assistance from the State and other external sources.
5. In some large-scale emergencies or disasters, emergency operations with different objectives may be conducted at geographically separated scenes. In such situations, more than one incident command operation may be established. If this situation occurs, a transition to an Area Command or a Unified Area Command is desirable, and the allocation of resources to specific field operations will be coordinated through the EOC.

F. State, Federal & Other Assistance

1. State & Federal Assistance
- a. If local resources are inadequate to deal with an emergency situation, Harris County will request assistance from the state. State assistance furnished to local governments is intended to supplement local resources, not substitute for such resources, including mutual aid resources, equipment purchases or leases, or resources covered by emergency service contracts. As noted previously, cities must request assistance from their county before requesting state assistance.
 - b. Requests for state assistance should be made to the Disaster District Committee (DDC) Chairperson of Region 16, who is located at the Department of Public Safety District Office. See Appendix 3 to Annex M, Resource Management, for a form that can be used to request state assistance. In essence, state emergency assistance to local governments

begins at the DDC level and the key person to validate a request for, obtain, and provide that state assistance and support is the DDC Chairperson. A request for state assistance must be made by the chief elected official (the County Judge or Mayor of a City adhering to this Basic Plan) and may be made by telephone, fax, or email. The DDC Chairperson has the authority to utilize all state resources within the district to respond to a request for assistance, with the exception of the National Guard. Use of National Guard resources requires approval of the Governor.

- c. The Disaster District staff will forward requests for assistance that cannot be satisfied by state resources within the District to the State Operations Center (SOC) in Austin for action.

2. Other Assistance

- a. If resources required to control an emergency situation are not available within the State, the Governor may request assistance from other states pursuant to a number of interstate compacts or from the federal government through the Federal Emergency Management Agency (FEMA).
- b. For major emergencies and disasters for which a Presidential Declaration has been issued, federal agencies may be mobilized to provide assistance to state(s) and local governments. The National Response Framework (NRF) describes the policies, planning assumptions, concept of operations, and responsibilities of designated federal agencies for various response and recovery functions. The Nuclear/Radiological Incident Annex of the NRF addresses the federal response to major incidents involving radioactive materials.
- c. FEMA has the primary responsibility for coordinating federal disaster assistance. No direct federal disaster assistance is authorized prior to a Presidential emergency or disaster declaration, but FEMA has limited authority to stage initial response resources near the disaster site and activate command and control structures prior to a declaration and the Department of Defense has the authority to commit its resources to save lives prior to an emergency or disaster declaration. See Annex J, Recovery, for additional information on the assistance that may be available during disaster recovery.
- d. The NRF applies to Stafford and non-Stafford Act incidents and is designed to accommodate not only actual incidents, but also the threat of incidents. Therefore, NRF implementation is possible under a greater range of incidents.

G. Emergency Authorities

1. Key federal, state, and local legal authorities pertaining to emergency management are listed in Section I of this plan.
2. Texas statutes and the Executive Order of the Governor Relating to Emergency Management provide local government, principally the chief elected official, with a number of powers to control emergency situations. If necessary, these powers will be used during emergency situations. These powers include:
 - a. Emergency Declaration. In the event of riot or civil disorder, the County Judge or Mayor of a city adhering to this Basic Plan may request the Governor to issue an emergency declaration for their jurisdiction and take action to control the situation. Use of the emergency declaration is explained in Annex U, Legal.
 - b. Disaster Declaration. When an emergency situation has caused severe damage, injury, or loss of life or it appears likely to do so, the County Judge or the Mayor of a City adhering to this Basic Plan may, by executive order or proclamation, declare a local state of disaster. The County Judge or the Mayor of a City adhering to this Basic Plan may subsequently issue orders or proclamations referencing that declaration to invoke certain emergency powers granted the Governor in the Texas Disaster Act on an appropriate local scale in order to cope with the disaster. These powers include, but are not limited to:
 - 1) Suspending procedural laws and rules to facilitate a timely response.
 - 2) Using all available resources of government and commandeering private property, subject to compensation, to cope with the disaster.
 - 3) Restricting the movement of people and occupancy of premises.
 - 4) Prohibiting the sale or transportation of certain substances.
 - 5) Implementing price controls.
 - c. Authority for Evacuations. State law provides a county judge or mayor with the authority to order the evacuation of all or part of the population from a stricken or threatened area within their respective jurisdictions.
3. A local disaster declaration activates the recovery and rehabilitation aspects of this plan. A local disaster declaration is required to obtain state and federal disaster recovery assistance. See Annex U, Legal, for further information on disaster declarations and procedures for invoking emergency powers.

H. Actions by Phases of Emergency Management

1. Mitigation:

HCOHSEM will conduct mitigation activities as an integral part of our emergency management program. Mitigation is intended to eliminate hazards, reduce the probability of hazards causing an emergency situation, or lessen the consequences of unavoidable hazards. Mitigation should be a pre-disaster

activity, although mitigation may also occur in the aftermath of an emergency situation with the intent of avoiding repetition of the situation. Our mitigation program is outlined in Annex P, Hazard Mitigation.

2. Preparedness:

- a. HCOHSEM will conduct preparedness activities to develop the response capabilities needed in the event an emergency. Among the preparedness activities included in our emergency management program are
 - a. Providing emergency equipment and facilities.
 - b. Emergency planning, including maintaining this plan, its annexes, and appropriate SOGs.
 - c. Conducting or arranging appropriate training for emergency responders, emergency management personnel, other local officials, and volunteer groups who assist us during emergencies.
 - d. Conducting periodic drills and exercises to test our plans and training.

3. Response:

HCOHSEM will respond to emergency situations effectively and efficiently. The focus of most of this plan and its annexes is on planning for the response to emergencies. Response operations are intended to resolve an emergency situation while minimizing casualties and property damage. Response activities include warning, emergency medical services, firefighting, law enforcement operations, evacuation, shelter and mass care, emergency public information, search and rescue, as well as other associated functions.

4. Recovery:

If a disaster occurs, HCOHSEM will carry out a recovery program that involves both short-term and long-term efforts. Short-term operations seek to restore vital services to the community and provide for the basic needs of the public. Long-term recovery focuses on restoring the community to its normal state. The federal government, pursuant to the Stafford Act, provides the vast majority of disaster recovery assistance. The recovery process includes assistance to individuals, businesses, and to government and other public institutions. Examples of recovery programs include temporary housing, restoration of government services, debris removal, restoration of utilities, disaster mental health services, and reconstruction of damaged roads and bridges. Our recovery program is outlined in Annex J, Recovery.

VI. ORGANIZATION AND ASSIGNMENT OF RESPONSIBILITIES

A. General

Most departments and agencies of local government have emergency functions in addition to their normal day-to-day duties. During emergency situations, our normal organizational arrangements are modified to facilitate emergency operations. Our governmental organization for emergencies includes an executive group, emergency services, and support services. Appendix 3 depicts our emergency organization.

1. Executive Group

2. The Executive Group provides guidance and direction for emergency management programs and for emergency response and recovery operations. The Executive Group includes the County Judge, Mayor(s), City Manager(s), County Commissioners, Sheriff, and Emergency Management Coordinator(s) of the jurisdictions adhering to this Basic Plan.

3. Emergency Services

4. Emergency Services include the Incident Commander and those departments, agencies, and groups with primary emergency response actions. The incident commander is the person in charge at an incident site.

5. Emergency Support Services

6. This group includes departments and agencies that support and sustain emergency responders and also coordinate emergency assistance provided by organized volunteer organizations, business and industry, and other sources.

7. Volunteer and Other Services

8. This group includes organized volunteer groups and businesses that have agreed to provide certain support for emergency operations.

B. Assignment of Responsibilities

All personnel assigned responsibilities in this plan are trained on NIMS concepts, procedures and protocols.

1. General

For most emergency functions, successful operations require a coordinated effort from a number of departments, agencies, and groups. To facilitate a coordinated effort, elected and appointed officials, departments and agency heads, and other personnel are assigned primary responsibility for planning and coordinating specific emergency functions. Generally, primary responsibility for an emergency function will be assigned to an individual from the department or agency that has legal responsibility for that function or possesses the most appropriate knowledge and skills. Other officials, departments, and agencies may be assigned support responsibilities for specific emergency functions. Appendix 4 summarizes the general emergency responsibilities of local officials, department

and agency heads, and other personnel. The County Judge takes the lead for emergency situations in the unincorporated areas of the County and the Mayor of the Cities adhering to this Basic Plan takes the lead for incidents within their respective city limits.

2. The individual having primary responsibility for an emergency function is normally responsible for coordinating the preparation of and maintaining that portion of the emergency plan that addresses that function. Plan and annex assignments are outlined in Appendix 5. Listed below are general responsibilities assigned to the Executive Group, Emergency Services, Support Services, and other Support Agencies. Additional specific responsibilities can be found in the functional annexes to this Basic Plan.
3. Common Responsibilities - All emergency services and support services will:
 - a. Provide personnel, equipment, and supplies to support emergency operations upon request.
 - b. Develop and maintain SOGs for emergency tasks.
 - c. Provide the trained personnel to staff the incident command post and EOC and conduct emergency operations.
 - d. Provide current information on emergency resources for inclusion in the Resource List in Appendix 1 to Annex M, Resource Management.
 - e. Report information regarding emergency situations, as well as damage to facilities and equipment, to the Incident Commander and the EOC.

Agency or Position	Functions/Responsibilities	Phase(s)
County Judge/Mayor Annex N – Direction and Control	a. Establish objectives and priorities for the emergency management program and provide general policy guidance on the conduct of that program. b. Monitor the emergency response during disaster situations and provide direction where appropriate. c. With the assistance of the Public Information Officer, keep the public informed during emergency situations. d. With the assistance of the	All Phases

	legal staff, declare a local state of disaster, request that the Governor declare a state of emergency, or invoke the emergency powers of government when necessary. e. Request assistance from other local governments or the State, when necessary. f. Direct activation of the EOC.	
Executive Assistant to the County Judge or Mayor Annex N – Direction and Control	a. Implement the policies and decisions of the governing body relating to emergency management. b. Organize the emergency management program and identify personnel, equipment, and facility needs. c. Assign emergency management program tasks to departments and agencies. d. Ensure that departments and agencies participate in emergency planning, training, and exercise activities. e. Coordinate the operational response of local emergency services. f. Coordinate the activation of the EOC and supervise its operation.	All Phases
Emergency Management Coordinator(s)	a. Serve as the staff advisor to our County Judge or the Mayor of a City adhering to this Basic Plan on emergency	All Phases

Annex N – Direction and Control	management matters. b. Keep the County Judge, Mayor, and City Manager of a City adhering to this Basic Plan apprised of our preparedness status and emergency management needs. c. Coordinate local planning and preparedness activities and the maintenance of this plan. d. Maintain a resource inventory. e. Arrange appropriate training for local emergency management personnel and emergency responders. f. Coordinate periodic emergency exercises to test our plan and training. g. Manage the EOC, develop procedures for its operation, and conduct training for those who staff it. h. Activate the EOC when required. i. Liaison on a day-to-day basis with the state emergency management staff and other local emergency management personnel. j. Coordinate with organized volunteer groups and businesses concerning emergency operations. b.	
Incident Commander	a. Coordinate with organized	Response and

Multiple Annexes	volunteer groups and businesses concerning emergency operations. b. Determine and implement required protective actions for response personnel and the public at an incident site.	Recovery
Harris County Sheriff's Office and/or City's Police Chief Annex A - Warning	a. Receive information of emergency situations. b. Alert key local officials of emergency situations. c. Disseminate warning information and instructions to the public through available warning systems. d. Disseminate warning and instructions to special facilities, such as schools and hospitals.	Response
Harris County Sheriff's Office and Harris County ITC and/or City's PD Communication Supervisor Annex B - Communications	a. Identify the communications systems available within the local area and determine the connectivity of those systems, and ensure their interoperability b. Develop plans and procedures for coordinated use of the various communications systems available in this jurisdiction during emergencies. c. Determine and implement means of augmenting communications during emergencies, including support by volunteer organizations.	Preparedness

Harris County Fire Marshall and/or City's Fire Chief Annex D – Radiological Protection	a. Maintain inventory of radiological equipment. b. Ensure that response forces include personnel with current training in radiological monitoring and decontamination. c. Respond to radiological and/or terrorist incidents involving radiological materials. d. Make notification concerning radiological incidents to state and federal authorities.	Preparedness, Response, Recovery
Harris County Sheriff's Office and/or City's Police Chief Annex E - Evacuation	a. Identify areas where an evacuation has occurred, or may in the future, and determine of population at risk. b. Perform evacuation planning for known risk areas to include route selection and determination of traffic control requirements. c. Develop simplified planning procedures for ad hoc evacuations. d. Determine emergency public information requirements. e. Perform evacuation planning for special needs facilities such as schools, hospitals, nursing homes, and other institutions.	Preparedness
Harris County Fire Marshall's Office and/or	a. Fire prevention activities.	All Phases

City's Fire Chief Annex F - Firefighting	b. Fire detection and control. c. Hazardous material and oil spill response. d. Terrorist incident response. e. Evacuation support. f. Post-incident reconnaissance and damage assessment. g. Fire safety inspection of temporary shelters. h. Prepare and maintain fire resource inventory.	
Harris County Sheriff's Office and/or City's Police Chief Annex G – Law Enforcement	a. Maintenance of law and order. b. Traffic control. c. Terrorist incident response. d. Provision of security for vital facilities, evacuated areas, and shelters. e. Access control for damaged or contaminated areas. f. Warning support. g. Post-incident reconnaissance and damage assessment. h. Prepare and maintain law enforcement resource inventory.	All Phases
Harris County Public Health & Environmental Services Department(HCPHES)	a. Coordinate health and medical care and EMS support during emergency situations. b. Public health information and education.	All Phases

Harris County Hospital District Harris County Institutes of Forensic Sciences And/or City's Public Health Authority/Public Health Office Annex H - Health and Medical Services	c. Inspection of food and water supplies. d. Develop emergency public health regulations and orders. e. Coordinate collection, identification, and interment of deceased victims.	
Harris County Office of Homeland Security and Emergency Management and/or City's Emergency Management Coordinator Annex N – Direction and Control	a. Direct and control our local operating forces. b. Maintain coordination with neighboring jurisdictions and the Disaster District in Region 2A, Houston, Texas. c. Maintain the EOC in an operating mode or be able to convert the designated facility space into an operable EOC, rapidly. d. Assign representatives, by title, to report to the EOC and develops procedures for crisis training. e. Develop and identify the duties of the staff, use of displays and message forms, and procedures for EOC activation. f. Coordinate the evacuation of areas at risk.	All Phases
Harris County Fire Marshall's Office and/or	a. Direct and control our local operating forces. In accordance with OSHA regulations, establish an ICS	Preparedness, Response, Recovery

City's Fire Chief Annex Q - Hazardous Materials and Oil Spill	to manage the response to hazardous materials incidents. b. Establish the hazmat incident functional areas (e.g., Hot Zone, Cool Zone, Cold Zone, etc.) c. Determine and implement requirements for personal protective equipment for emergency responders. d. Initiate appropriate actions to control and eliminate the hazard in accordance with established hazmat response guidance and SOPs. e. Determine areas at risk and which public protective actions, if any, should be implemented. f. Apply appropriate firefighting techniques if the incident has, or may, result in a fire. g. Determine when affected areas may be safely re-entered.	
Harris County Fire Marshall's Office and/or City's Fire Chief Annex R – Search and Rescue	a. Coordinate and conduct search and rescue activities. b. Identify requirements for specialized resources to support rescue operations. c. Coordinate external technical assistance and equipment support for search and rescue operations.	Response
The Federal Bureau of Investigation (FBI) would have primary	a. Coordinate and carry out defensive anti-terrorist activities, including criminal	Preparedness, response, recovery

responsibility. Harris County Sheriff's Office and/or City's Police Chief would act as support. Annex V - Terrorist Incident Response	intelligence, investigation, protection of facilities, and public awareness activities. b. Coordinate and carry out offensive counter-terrorist operations to neutralize terrorist activities. c. Carry out terrorism consequence operations conducted in the aftermath of a terrorist incident to save lives and protect public and private property. d. Ensure required notification of terrorist incidents is made to state and federal authorities.	
Community Services Department and/or American Red Cross and/or Salvation Army Annex C – Shelter and Mass Care	a. Perform emergency shelter and mass care planning. b. Coordinate and conduct shelter and mass care operations with our other departments, relief agencies, and volunteer groups.	Preparedness, Response
Harris County Office of Homeland Security and Emergency Management and/or City's Public Affairs Officer Public Information	a. Establish a Joint Information Center (JIC) b. Conduct on-going hazard awareness and public education programs. c. Pursuant to the Joint Information System (JIS), compile and release information and instructions for the public during emergency situations and respond to questions relating to emergency operations.	All Phases

	d. Provide information to the media and the public during emergency situations. e. Arrange for media briefings. f. Compile print and photo documentation of emergency situations.	
Harris County Department of Human Resources Harris County Public Infrastructure Department (HCPID) and/or City's Finance Director Annex J - Recovery	a. Establish and train a damage assessment team using local personnel. Coordinate the efforts of that team with state and federal damage assessment personnel who may be dispatched to assist us. b. Assess and compile information on damage to public and private property and the needs of disaster victims. Formulate and carry out programs to fill those needs. c. If damages are beyond our capability to deal with, compile information for use by our elected officials in requesting state or federal disaster assistance. d. If we are determined to be eligible for state or federal disaster assistance, coordinate with state and federal agencies to carry out authorized recovery programs.	Preparedness, Recovery
Harris County Public Infrastructure Department and/or	a. Protect government facilities and vital equipment where possible.	Recovery

City's Public Works Director Annex K – Public Works and Engineering	b. Assess damage to streets, bridges, traffic control devices, and other public facilities. c. Direct temporary repair of vital facilities. d. Restore damaged roads and bridges. e. Restore waste treatment and disposal systems. f. Arrange for debris removal. g. General damage assessment support. h. Building inspection support. i. Provide specialized equipment to support emergency operations. j. Support traffic control and search and rescue operations.	
Harris County Public Infrastructure Department and/or City's Public Utility Director Annex L - Utilities	a. Protect government facilities and vital equipment where possible. b. Arrange for the provision of emergency power sources where required. c. Identify requirements for emergency drinking water and portable toilets to the department or agency responsible for mass care. d. Assess damage to, repair, and restore public utilities. e. Monitor recovery activities of privately owned utilities.	Preparedness, Recovery

Harris County Facilities and Property management Department and/or City's Human Resource Director Annex M – Resource Management	a. Maintain an inventory of emergency resources. b. During emergency operations, locate supplies, equipment, and personnel to meet specific needs. c. Maintain a list of suppliers for supplies and equipment needed immediately in the aftermath of an emergency. d. Establish emergency purchasing procedures and coordinate emergency procurements. e. Establish and maintain a manpower reserve and coordinate assignment of reserve personnel to departments and agencies that require augmentation. f. Coordinate transportation, sorting, temporary storage, and distribution of resources during emergency situations. g. Establish staging areas for resources, if required. h. During emergency operations, identify to the Donations Management Coordinator those goods, services, and personnel that are needed. i. Maintain records of emergency-related expenditures for purchases and personnel.	Preparedness, Response, Recovery
Harris county Community	a. Identify emergency feeding	Preparedness,

and Economic Development Department and /Or City's Human Services Director Annex O – Human Resources	sites. b. Identify sources of clothing for disaster victims. c. Secure emergency food supplies. d. Coordinate the operation of shelter facilities, whether operated by local government, local volunteer groups, or organized disaster relief agencies such as the American Red Cross. e. Coordinate special care requirements for disaster victims such as the aged, special needs individuals, and others. f. Coordinate the provision of disaster mental health services to disaster victims, emergency workers, and/or others suffering trauma due to the emergency incident/disaster.	Recovery
Hazard Mitigation Coordinator per Jurisdiction Annex P – Hazard Mitigation	a. Maintain the local Risk Analysis. Identify beneficial pre-disaster hazard mitigation projects and seek approval from local officials to implement such projects. b. In the aftermath of an emergency, determine appropriate actions to mitigate the situation and coordinate implementation of those actions. c. Coordinate and carry out post-disaster hazard mitigation	Mitigation

	programs.	
Harris County Management Services and/or City's Transportation Director/Fleet Services Division Annex S - Transportation	a. Identify local public and private transportation resources and coordinate their use in emergencies. b. Coordinate deployment of transportation equipment to support emergency operations. c. Establish and maintain a reserve pool of drivers, maintenance personnel, parts, and tools. d. Maintain records on use of transportation equipment and personnel for purpose of possible reimbursement.	Preparedness, Response, Recovery
Harris County Office of Homeland Security and Emergency Management and/or City's Donations Manager Annex T – Donations Management	a. Compile resource requirements identified by the Resource Management staff. b. Solicit donations to meet known needs. c. Establish and implement procedures to receive, accept, or turn down offers of donated goods and services, and provide instructions to donors of needed goods or services. d. In coordination with the Resource Management staff, establish a facility to receive, sort, and distribute donated goods.	Preparedness, Recovery
Harris County Attorney's Office and/or City's Attorney	a. Advise local officials on the emergency powers of local government and procedures for invoking those measures.	All Phases

Annex U - Legal	b. Review and advise our officials on possible legal issues arising from disaster operations. c. Prepare and/or recommend legislation to implement the emergency powers that may be required during and emergency. d. Advise local officials and department heads on record-keeping requirements and other documentation necessary for the exercising of emergency powers.	
Volunteer Groups Greater Houston Area, American Red Cross (ARC)	a. Shelter Management and feeding at fixed facilities b. Other provisions such as medications, eyeglasses, clothing etc are provided c. Provision of limited financial resources	Response, Recovery
Volunteer Groups The Salvation Army	a. Provide shelter and emergency assistance such as mobile feeding b. Temporary housing c. Counseling services d. Missing person services e. Warehousing and distribution of donated goods f. Provides referrals to government and private agencies for special services	Response, Recovery
Volunteer Groups Southern Baptist	a. Mobile feeding units	Response, Recovery

Convention Disaster Relief	b. Disaster childcare c. Clean-up activities, temporary repairs, reconstruction d. Counseling e. Bilingual services	
Volunteer Groups RACES	a. Communication support	Response, Recovery
Harris County Business Support Centerpoint – An Energy Company	a. An energy company which provides a liaison to the county EOC	Preparedness, Response, Recovery
Harris County Business Support Nextel – A telecommunications Company	a. A Telecommunication company which can provide priority cell phone use b. May provide temporary cell phones for emergency personnel	Preparedness, Response, Recovery
Volunteer Groups Citizen Corp (i.e. CERT, MRC, etc)	a. Provide assistance when and where needed to aid the community.	All Phases

VII. DIRECTION AND CONTROL

A. General

1. The County Judge takes the lead for emergency situations in the unincorporated areas of the county and the mayor takes the lead for incidents within city limits. The Harris County Judge and the Mayors of the cities adhering to this Basic Plan are responsible for establishing objectives and policies for emergency management and providing general guidance for disaster response and recovery operations, within their jurisdictions, all in compliance with the NIMS. During disasters, they may carry out those responsibilities from their EOC.

2. The EMC will provide overall direction of the response activities of all our departments. During major emergencies and disaster, they will normally carry out those responsibilities from their EOC.
3. The EMC or his designee will manage the EOC.
4. The Incident Commander, assisted by a staff sufficient for the tasks to be performed, will manage the emergency response at an incident site.
5. During emergency operations, department heads retain administrative and policy control over their employees and equipment. However, personnel and equipment will carry out mission assignments directed by the Incident Commander. Each department and agency is responsible for having its own operating procedures to be followed during response operations, but interagency procedures, such a common communications protocol, may be adopted to facilitate a coordinated effort.
6. If local resources are insufficient or inappropriate to deal with an emergency situation, assistance may be requested from other jurisdictions, organized volunteer groups, or the State. The process for requesting State or federal assistance is covered in section V.F of this plan; see also the Request for Assistance form in Annex M, Resource Management, Appendix 3. External agencies are expected to conform to the general guidance and direction provided by our senior decision-makers.

B. Emergency Facilities

1. Incident Command Post. Except when an emergency situation threatens, but has not yet occurred, and those situations for which there is no specific hazard impact site (such as a severe winter storm or area-wide utility outage), an incident command post or command posts will be established in the vicinity of the incident site(s). As noted previously, the Incident Commander will be responsible for directing the emergency response and managing the resources at the incident scene.
2. Emergency Operating Center. When major emergencies and disasters have occurred or appear imminent, we will activate our EOC's, which are located at:

Jurisdiction	Address
Harris County	6922 Katy Rd., Houston, Texas 77024
Bellaire	5110 Jessamine, Bellaire, Texas 77401
Bunker Hill	901 Corbindale, Houston, Texas 77024
El Lago	98 Lakeshore Drive, El Lago, Texas 77586

Galena Park	2207 Clinton Drive, Galena Park, Texas 77547
Hedwig Village	901 Corbindale, Houston, Texas 77024
Hillshire Village	901 Corbindale, Houston, Texas 77024
Humble	310 Bender, Humble, Texas 77338
Hunters Creek	901 Corbindale, Houston, Texas 77024
Jacinto City	1301 Mercury Drive, Jacinto City, Texas 77029
Jersey Village	16501 Jersey Drive, Jersey Village, Texas 77040
Morgan's Point	1415 E. Main, Morgan's Point, Texas 77571
Nassau Bay	1800 NASA Parkway, Nassau Bay, Texas 77058
Piney Point	901 Corbindale, Houston, Texas 77024
Shoreacres	601 Shoreacres Blvd., Shoreacres, Texas 77571
South Houston	3827 S. Shaber, Houston, Texas 77504
Southside Place	6309 Edloe, Houston, Texas 77005
Spring Valley	901 Corbindale, Houston, Texas 77024
Taylor Lake Village	500 Kirby, Taylor Lake Village, Texas 77586
Tomball	1200 Rudel, Tomball, Texas 77375
West University Place	3800 University, Houston, Texas 77005

3. The following individuals are authorized to activate the EOC
 - a. County Judge
 - b. Emergency Management Coordinator
 - c. Deputy Emergency Management Coordinator
4. The general responsibilities of the EOC are to:
 - 1) Assemble accurate information on the emergency situation and current resource data, to allow local officials to make informed decisions on courses of action.

- 2) Work with representatives of emergency services, determine and prioritize required response actions and coordinate their implementation.
 - 3) Provide resource support for emergency operations.
 - 4) Suspend or curtail government services, recommend the closure of schools and businesses, and cancellation of public events.
 - 5) Organize and activate large-scale evacuations and mass care operations.
 - 6) Provide emergency information to the public.
5. Representatives of those departments and agencies assigned emergency functions in this plan will staff the EOC. EOC operations are addressed in Annex N, Direction and Control. The interface between the EOC and the incident command post is described in paragraph V.E above.
 6. The Alternate EOC for Harris County is located at 1301 Franklin, Houston, Texas 77002. This facility will be used if our primary EOC becomes unusable.

The alternate EOC for the cities adhering to this Basic Plan is located at 6922 Katy Rd., Houston, Texas 77024.
 7. Harris County has a mobile command and control vehicle, operated by the Harris County Sheriff's Office, which may be used as an incident command post.

C. Line of Succession for Harris County

1. To ensure continuity of government during threatened or actual disasters, the line of succession within the county is from the County Judge to the Commissioners in order of their seniority.
2. Line of Succession for the Emergency Management Coordinator will be the Deputy Emergency Management Coordinator followed by the Training/Exercise Supervisor.
3. Lines of succession to each department head are according to the Standing Operating Procedures established by each department.
4. To the greatest extent practicable, succession authority will be by prior arrangement embodied in appropriate executive orders or plans. However, the succession authority may be changed by executive order at the time of the disaster need.

D. Line of Succession for the Cities Adhering to this Basic Plan

1. The line of succession for the Mayors is:
 - a. Mayor

- b. Mayor Pro Tem
 - c. Councilmember according to seniority
- 2. The line of succession for the Emergency Management Coordinator is:
 - a. Emergency Management Coordinator
 - b. Operations Manager
 - c. Training/Exercise Supervisor
- 3. The lines of succession for each of our department and agency heads shall be in accordance with the SOGs established by those departments and agencies.

E. Incident Command System and EOC Interface

If both the HCEOC and an ICP are operating, the Incident Commander and the HCEOC must agree upon a specific division of responsibilities for emergency response activities to avoid duplication of effort as well as conflicting guidance and direction. The HCEOC and the ICP must maintain a regular two-way information flow.

VIII. READINESS LEVELS

Many emergencies follow some recognizable build-up period during which actions can be taken to achieve a gradually increasing state of readiness. HCOHSEM uses a four-tier system. Readiness Levels will be determined by the Mayor or County Judge for their respective jurisdictions or, for certain circumstances, the Emergency Management Coordinator. General actions to be taken at each readiness level are outlined in the annexes to this plan; more specific actions will be detailed in departmental or agency SOGs.

The following readiness levels will be used as a means of increasing our alert posture.

A. Readiness Level IV – Normal Conditions

- 1. Emergency incidents occur and local officials are notified. One or more departments or agencies respond to handle the incident; an incident command post may be established. Limited assistance may be requested from other jurisdictions pursuant to established inter-local agreements.
- 2. The normal operations of government are not affected.

B. Readiness Level III – Increased Readiness

- 1. Increased Readiness refers to a situation that presents a greater potential threat than “Level IV”, but poses no immediate threat to life and/or property. Increased

readiness actions may be appropriate when the situations similar to the following occur:

- a. Tropical Weather Threat: A tropical weather system has developed that has the potential to impact the local area. Readiness actions may include regular situation monitoring, a review of plans and resource status, determining staff availability and placing personnel on-call.
 - b. Tornado Watch: indicates possibility of tornado development. Readiness actions may include increased situation monitoring and placing selected staff on alert.
 - c. Flash Flood Watch: indicates flash flooding is possible due to heavy rains occurring or is expected to occur. Readiness actions may include increased situation-monitoring, reconnaissance of known trouble spots, deploying warning signs.
 - d. Wildfire Threat: During periods of extreme wildfire threat, readiness actions may include deploying additional resources to areas most at risk, arranging for standby commercial water tanker support, conducting daily aerial reconnaissance, or initiating burn bans.
 - e. Mass Gathering: For mass gatherings with a previous history of problems, readiness actions may include reviewing security, traffic control, fire protection, and first aid planning with organizers and determining additional requirements.
2. Declaration of “Level III” will generally require the initiation of the “Increased Readiness” activities identified in each annex to this plan.

C. Readiness Level II – High Readiness

1. High Readiness refers to a situation with a significant potential and probability of causing loss of life and/or property. This condition will normally require some degree of warning to the public. Actions could be triggered by severe weather warning information issued by the National Weather Service such as:
 - a. Tropical Weather Threat: A tropical weather system may impact the local area within 72 hours. Readiness actions may include continuous storm monitoring, identifying worst-case decision points, increasing preparedness of personnel and equipment, updating evacuation checklists, verifying evacuation route status, and providing the public information for techniques on how to protect homes and businesses and provide information on the evacuation routes.

- b. Tornado Warning: Issued when a tornado has actually been sighted in the vicinity and may strike in the local area. Readiness actions may include activating the EOC, continuous situation monitoring, and notifying the public about the warning.
 - c. Flash Flood Warning: Issued to alert persons that flash flooding is imminent or occurring on certain streams or designated areas, and immediate action should be taken. Readiness actions may include notifying the public about the warning, evacuating low-lying areas, opening shelters to house evacuees, and continuous situation monitoring.
 - d. Winter Storm Warning: Issued when heavy snow, sleet, or freezing rain are forecast to occur separately or in a combination. Readiness actions may include preparing for possible power outages, putting road crews on stand-by to clear and/or sand the roads, and continuous situation monitoring.
 - e. Mass Gathering: Civil disorder with relatively large-scale localized violence is imminent. Readiness actions may include increased law enforcement presence, putting hospitals and fire departments on alert, and continuous situation monitoring.
2. Declaration of a “Level II” will generally require the initiation of the “High Readiness” activities identified in each annex to this plan.

D. Readiness Level I – Maximum Readiness

1. Maximum Readiness refers to situation that hazardous conditions are imminent. This condition denotes a greater sense of danger and urgency than associated with a “Level II” event. Actions could also be generated by severe weather warning information issued by the National Weather Service combined with factors making the event more imminent.
- a. Tropical Weather Threat: The evacuation decision period is nearing for an approaching tropical weather system that may impact the local area. Readiness actions may include continuous situation monitoring, full activation of the EOC, recommending precautionary actions for special facilities, placing emergency personnel and equipment into position for emergency operations, and preparing public transportation resources for evacuation support.
 - b. Tornado Warning: Tornado has been sighted especially close to a populated area or moving towards a populated area. Readiness actions may include taking immediate shelter and put damage assessment teams on stand-by.
 - c. Flash Flood Warning: Flooding is imminent or occurring at specific locations. Readiness actions may include evacuations, rescue teams on alert, sheltering evacuees and/or others displaced by the flooding, and continuous monitoring of the situation.

- d. Mass Gathering: Civil disorder is about to erupt into large-scale and widespread violence. Readiness actions may include having all EMS units on stand-by, all law enforcement present for duty, notifying the DDC that assistance may be needed and keep them apprised of the situation, and continuous monitoring of the situation is required.
2. Declaration of “Level I” will generally require the initiation of the “Maximum Readiness” activities identified in each annex to this plan.

IX. ADMINISTRATION AND SUPPORT

A. Agreements and Contracts

1. Should our local resources prove to be inadequate during an emergency; requests will be made for assistance from other local jurisdictions, other agencies, and industry in accordance with existing inter-local agreements and contracts and those agreements and contracts concluded during the emergency. Such assistance may include equipment, supplies, or personnel. All agreements will be entered into by authorized officials and should be in writing whenever possible. Agreements and contracts should identify the local officials authorized to request assistance pursuant to those documents.
2. In an effort to facilitate assistance pursuant to inter-local agreements, our available resources are identified and are a part of the Texas Regional Response Network (TRRN).
3. The agreements and contracts pertinent to emergency management that we are a party to are summarized in Appendix 6.

B. Reporting

1. Hazardous Materials Spill Reporting. If we are responsible for a release of hazardous materials of a type or quantity that must be reported to state and federal agencies, the department or agency responsible for the spill shall make the required report. See Annex Q, Hazardous Materials and Oil Spill Response, for more information. If the party responsible for a reportable spill cannot be located, the Incident Commander shall ensure that the required report(s) are made.
2. Initial Emergency Report. This short report should be prepared and transmitted by the EOC when an on-going emergency incident appears likely to worsen and we may need assistance from other local governments or the State. See Annex N, Direction and Control, for the format and instructions for this report.

3. Situation Report. A daily situation report should be prepared and distributed by the EOC during major emergencies or disasters. See Annex N, Direction and Control, for the format of and instructions for this report.
4. Other Reports. Several other reports covering specific functions are described in the annexes to this plan

C. Maintenance and Preservation of Records

1. Record Keeping for Emergency Operations

Our county and cities adhering to this plan are responsible for establishing the administrative controls necessary to manage the expenditure of funds and to provide reasonable accountability and justification for expenditures made to support emergency operations within their respective jurisdictions. This shall be done in accordance with the established local fiscal policies and standard cost accounting procedures.

- a. Activity Logs. The Incident Command Post and the EOC shall maintain accurate logs recording key response activities, including:
 - 1) Activation or deactivation of emergency facilities.
 - 2) Emergency notifications to other local governments and to state and federal agencies.
 - 3) Significant changes in the emergency situation.
 - 4) Major commitments of resources or requests for additional resources from external sources.
 - 5) Issuance of protective action recommendations to the public.
 - 6) Evacuations.
 - 7) Casualties.
 - 8) Containment or termination of the incident.
- b. Incident Costs. All department and agencies shall maintain records summarizing the use of personnel, equipment, and supplies during the response to day-to-day incidents to obtain a estimate of annual emergency response costs that can be used as in preparing future department or agency budgets.
- c. Emergency or Disaster Costs. For major emergencies or disasters, all departments and agencies participating in the emergency response shall maintain detailed of costs for emergency operations to include:

- a. Personnel costs, especially overtime costs
 - 1) Equipment operations costs
 - 2) Costs for leased or rented equipment
 - 3) Costs for contract services to support emergency operations
 - 4) Costs of specialized supplies expended for emergency operations

2. Preservation of Records

- d. In order to continue normal government operations following an emergency situation disaster, vital records must be protected. These include legal documents, as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each agency responsible for the preparation of annexes to this plan will include protection of vital records in its SOGs.
- e. In order to continue normal government operations following an emergency situation disaster, vital records must be protected. These include legal documents, as well as property and tax records. The principal causes of damage to records are fire and water; therefore, essential records should be protected accordingly. Each agency responsible for the preparation of annexes to this plan will include protection of vital records in its SOGs.
- f. If records are damaged during an emergency situation, seek professional assistance to preserve and restore them.

D. Training

It will be the responsibility of each agency director to ensure that agency personnel, in accordance with the NIMS, possess the level of training, experience, credentialing, currency, physical and medical fitness, or capability for any positions they are tasked to fill.

E. Consumer Protection

Consumer complaints regarding alleged unfair or illegal business practices often occur in the aftermath of a disaster. Such complaints will be referred to the County or City Attorney for the jurisdiction in which the complaint arose, who will pass such complaints to the Consumer Protection Division of the Office of the Attorney General.

F. Post Incident and Exercise Review

The EMC is responsible for organizing and conducting a critique following the conclusion of a significant emergency event/incident or exercise. The After Action Report (AAR) will entail both written and verbal input from all appropriate participants. An Improvement Plan will be developed based on the deficiencies identified, and an individual, department, or agency will be assigned responsibility for correcting the deficiency and a due date shall be established for that action.

X. PLAN DEVELOPMENT AND MAINTENANCE

A. Plan Development

The Harris County Judge and the Mayors of the cities adhering to this Basic Plan are responsible for approving and promulgating this plan for their respective jurisdictions.

B. Distribution of Planning Documents

1. The Harris County Judge and the Mayors of the cities adhering to this Basic Plan shall determine the distribution of this plan and its annexes within their respective jurisdictions. In general, copies of plans and annexes should be distributed to those individuals, departments, agencies, and organizations tasked in this document. Copies should also be set-aside for the EOC and other emergency facilities.
2. The Basic Plan should include a distribution list (See Appendix 1 to this plan) that indicates who receives copies of the Basic Plan and the various annexes to it. In general, individuals who receive annexes to the Basic Plan should also receive a copy of this plan, because the Basic Plan describes our emergency management organization and basic operational concepts.

C. Review

The Basic Plan and its annexes shall be reviewed annually by local officials. The EMC will establish a schedule for annual review of planning documents by those tasked in them.

D. Update

1. This plan will be updated based upon deficiencies identified during actual emergency situations and exercises and when changes in threat hazards, resources and capabilities, or government structure occur.
2. The Basic Plan and its annexes must be revised or updated by a formal change at least **every five years**. Responsibility for revising or updating the Basic Plan is assigned to the EMC. Responsibility for revising or updating the annexes to this plan is outlined in Section VI.B, Assignment of Responsibilities, as well as in each annex. For details on the methods of updating planning documents as well as more information on when changes should be made, refer to Chapter 3 of the Division of Emergency Management (DEM) Local Emergency Management Planning Guide (TDEM-10).
3. Revised or updated planning documents will be provided to all departments, agencies, and individuals tasked in those documents.

4. §418.043(4) of the Government Code provides that DEM shall review local emergency management plans. The process for submitting new or updated planning documents to DEM is described in Chapter 6 of the DEM-10. The EMC is responsible for submitting copies of planning documents to our DEM Regional Liaison Officer for review.

XI. REFERENCES

1. Texas Department of Public Safety, Texas Division of Emergency Management, Local Emergency Management Planning Guide, DEM-10
2. Texas Department of Public Safety, Texas Division of Emergency Management, Disaster Recovery Manual
3. Texas Department of Public Safety, Texas Division of Emergency Management, Mitigation Handbook
4. FEMA, Independent Study Course, IS-288: The Role of Voluntary Organizations in Emergency Management
5. FEMA, State and Local Guide (SLG) 101: Guide for All-Hazard Emergency Operations Planning
6. U. S. Department of Homeland Security, National Response Framework
7. 79th Texas Legislature, House Bill 3111

XII. APPENDICES

1. Distribution List
2. Organization for Emergencies
3. Functional Responsibility Matrix
4. Annex Assignments
5. Summary of Agreements & Contracts
6. National Incident Management System

DISTRIBUTION LIST

<u>JURISDICTION/AGENCY PLAN</u>	<u>BASIC PLAN</u>	<u>ANNEXES</u>
EOC REFERENCE LIBRARY	2	ALL
COUNTY JUDGE/MAYOR	1	ALL
CITY MANAGER	1	ALL
EACH COUNTY COMMISSIONER	1	ALL
EMC	1	ALL
CITY SECRETARY/ASST. TO THE JUDGE	1	ALL
COUNTY SHERIFF	2	ALL
POLICE CHIEF	1	ALL
EACH CONSTABLE	1	ALL
FIRE CHIEF/FIRE MARSHAL	2	ALL
COMMUNITY SERVICES DIRECTOR	1	ALL
COUNTY/CITY HEALTH OFFICER	1	ALL
TAX ASSESSOR	1	ALL
CITY PUBLIC WORKS DIRECTOR/COUNTY ENGINEER	1	ALL
PUBLIC UTILITIES DIRECTOR	1	ALL
HUMAN RESOURCES DIRECTOR	1	ALL
COUNTY/CITY ATTORNEY	1	ALL
JUSTICES OF THE PEACE	1	ALL
MEDICAL EXAMINER	1	ALL
RACES OFFICER	1	ALL
RADIOLOGICAL OFFICER	1	ALL
HARRIS COUNTY HOSPITAL DISTRICT	1	ALL
COUNTY/CITY ANIMAL CONTROL	1	ALL
ISD TRANSPORTATION DIRECTOR	1	ALL
HARRIS COUNTY DEPARTMENT OF EDUCATION	1	ALL
HARRIS COUNTY LOCAL EMERGENCY PLANNING COMMITTEES	16	ALL
AMERICAN RED CROSS	1	C, E, J, O, T
THE SALVATION ARMY	1	C, E, J, O, T
SOUTHERN BAPTIST CONVENTION DISASTER RELIEF	1	C, E, J, O, T
SEVENTH DAY ADVENTIST DISASTER SERVICES	1	C, E, J, O, T
GDEM REGIONAL LIAISON OFFICER	1	ALL
AUDITOR'S OFFICE	1	ALL
FINANCE DIRECTOR	1	ALL
ALL OTHER HARRIS COUNTY DEPARTMENT HEADS	1	ALL

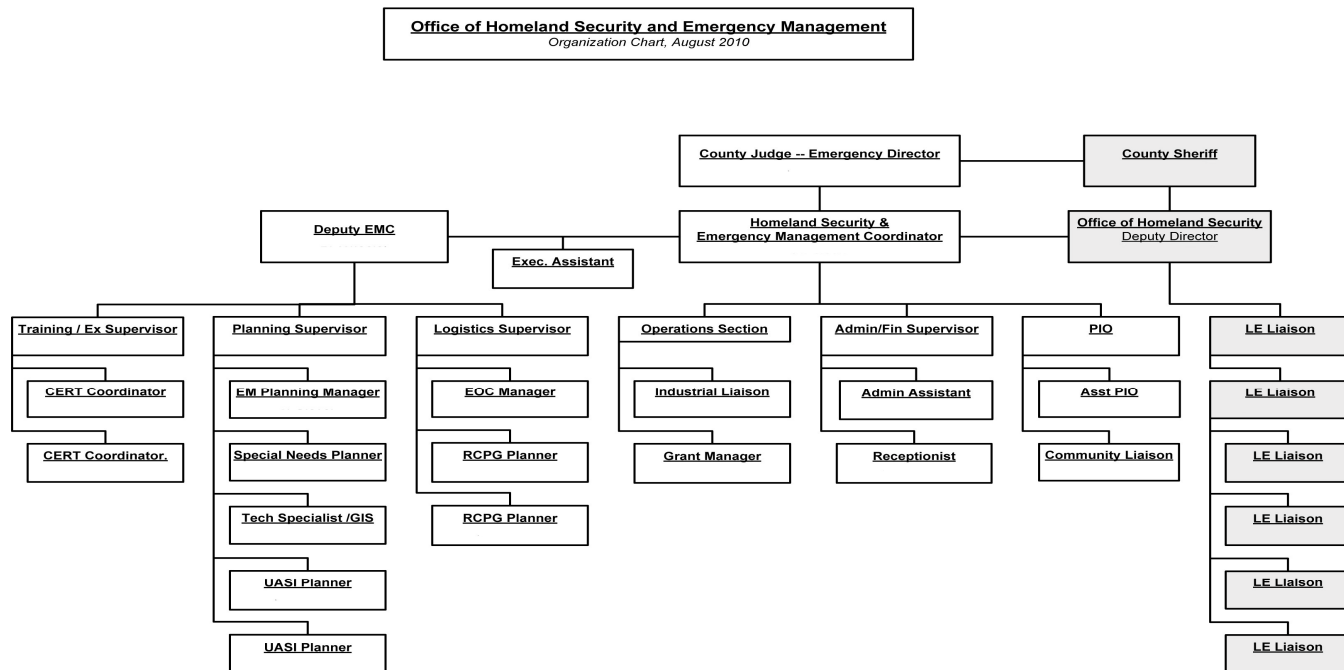
ORGANIZATION FOR EMERGENCIES

HARRIS COUNTY HOMELAND SECURITY & EMERGENCY MANAGEMENT ORGANIZATION

In Harris County, as required by state law and in the attempt to most efficiently provide emergency services for the population, an Emergency Management organization has been established depending heavily on existing functional resources of the Harris County. The concept for this organization is to utilize the existing county management organization supported by a specialized staff element called the Office of Emergency Management. Management, direction and control of county governmental activities and resources is provided by the County Judge and the County Commissioners. The Office of Emergency Management attends to the regular administration of Emergency Management activities in support of the County Judge and the Commissioners. Additional details of the functions of the Office of Emergency Management follow later in this appendix.

Figure 2 depicts the organizational arrangement for Emergency Management in Harris County

FIGURE 2.



EMERGENCY MANAGEMENT FUNCTIONAL RESPONSIBILITIES

	Warning	Communications	Shelter & Mass Care	Radiological Protection	Evacuation	Firefighting	Law Enforcement	Health & Medical	Public Information	Recovery	Public Works & Engineering	Utilities	Resource Management	Direction & Control	Human Services	Hazard Mitigation	Hazmat & Oil Spill Response	Search & Rescue	Transportation	Donations Management	Legal	Terrorist Incident Response
County Judge/Mayor	S	S	S	S	S	S	S	S	S	S	S	S	S	P	S	S	S	S	S	S	S	S
Asst. to Judge/City Manager									P	S			S							S		
EMC	P	C	C	C	S	C	C	C	C	C	C	C	S	P	C	S	C	C	C	P	C	C
Law Enforcement	S	P	S	S	P	S	P						S	S	S		S	S		S		P
Fire Service	S	S	S	P	S	P							S	S		S	P	P		S		S
Public Works		S	S	S	S		S			S	P	S	S	S		P	S	S				S
Utilities		S								S		P	S	S		S	S			S		S
Health & Medical Services			S	S	S			P					S	S	S		S	S	S	S		S
Social Services			S		S								S		P	S				S		S
Community Services			P		S								S		S					P		
Human Resources										P										S		
Tax Assessor/Finance Dir.										S			S			S				S		
Transportation/ISD			S		S								S		S		S		S			S
City/County Attorney's Office					S								S			S				S	P	S
Search & Rescue					S									S								S
Information Technology		P																				
Facility & Property Management													P									
Fleet Services																			P			

P – INDICATES PRIMARY RESPONSIBILITY
 S – INDICATES SUPPORT RESPONSIBILITY
 C – INDICATES COORDINATION RESPONSIBILITY

ANNEX ASSIGNMENTS

ANNEX	ASSIGNED TO:
Annex A: Warning	Police Chief/HCOHSEM
Annex B: Communications	Police Chief/HCITC&HCSO
Annex C: Shelter & Mass Care	Red Cross/Salvation Army
Annex D: Radiological Protection	Fire Chief/HCFMO
Annex E: Evacuation	Police Chief/HCSO
Annex F: Firefighting	Fire Chief/HCFMO
Annex G: Law Enforcement	Police Chief/HCSO
Annex H: Health and Medical Services	City Health Department/HCPH, HCHD, HCMEQ, MHMRA
Annex I: Public Information	City PIO/HCOHSEM
Annex J: Recovery	City Finance Director/HCHRRM, HCPID, HCCSD
Annex K: Public Works & Engineering	City Public Works Director/HCPID
Annex L: Utilities	City Public Utilities Director/HCPID
Annex M: Resource Management	City Human Resources Director/FPM
Annex N: Direction & Control	City EMC/HCOHSEM
Annex O: Human Services	City Human Services Director/HCCSD
Annex P: Hazard Mitigation	City Public Works Director/HCOHSEM
Annex Q: Hazardous Materials & Oil Spill Response	Fire Chief/HCFMO
Annex R: Search & Rescue	Fire Chief/HCFMO
Annex S: Transportation	City Transportation Director/METRO
Annex T: Donations Management	Seventh Day Adventists Disaster Services
Annex U: Legal	City Attorney/HCAO
Annex V: Terrorist Incident Response	Police Chief/HCSO
Annex W: Finance	HC Auditor's Office

SUMMARY OF AGREEMENTS AND CONTRACTS
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1. AGREEMENTS

Due to the voluminous number of agreements, it is impracticable to attach them to the Basic Plan. Copies are maintained and are available for review at any time and are housed in the facility hosting the Harris County EOC, Houston TranStar, in the Planning Supervisor's office, 6922 Katy Rd., Houston, Texas 77024.

2. CONTRACTS

Due to the voluminous number of contracts, it is impracticable to attach them to the Basic Plan. Copies are maintained and are available for review at any time and are housed in the facility hosting the Harris County EOC, Houston TranStar, in the Planning Supervisor's office, 6922 Katy Rd., Houston, Texas 77024.

NATIONAL INCIDENT MANAGEMENT SYSTEM (NIMS) SUMMARY

A. Background

1. NIMS is a comprehensive, national approach to incident management that is applicable to all jurisdictional levels and across functional disciplines. This system is suitable across a wide range of incidents and hazard scenarios, regardless of size or complexity. It provides a flexible framework for all phases of incident management, as well as requirements for processes, procedures, and systems designed to improve interoperability.
2. NIMS is a multifaceted system that provides a national framework for preparing for, preventing, responding to, and recovering from domestic incidents.

B. Components

1. Command and Management: The incident management structures employed by NIMS can be used to manage emergency incidents or non-emergency events such as celebrations. The system works equally well for small incidents and large-scale emergency situations. The system has built-in flexibility to grow or shrink depending on current needs. It is a standardized system, so personnel from a variety of agencies and geographic locations can be rapidly incorporated into a common management structure.
- g. The Incident Management System can be used to manage emergency incidents or non-emergency events such as celebrations.

1) FEATURES OF ICS

ICS has a number of features that work together to make it a real management system. Among the primary attributes of ICS are:

1. **Common Terminology.** ICS requires the use of common terminology, such as the use of standard titles for facilities and positions within an organization, to ensure efficient and clear communications.
2. **Organizational Resources.** All resources including personnel, facilities, major equipment, and supply items used to support incident management activities must be “typed” with respect to capability. This typing will minimize confusion and enhance interoperability.

3. Manageable Span of Control. Span of control should ideally vary from three to seven. Anything less or more requires expansion or consolidation of the organization.
4. Organizational Facilities. Common terminology is used to define incident facilities, the activities conducted at these facilities, and the organizational positions that can be found working there.
5. Use of Position Titles. All ICS positions have distinct titles.
6. Reliance on an Incident Action Plan. The Incident Action Plan, which may be verbal or written, is intended to provide supervisory personnel a common understanding of the situation and direction for future action. The plan includes a statement of objectives, organizational description, assignments, and support material such as maps. Written plans are desirable when two or more jurisdictions are involved, when state and/or federal agencies are assisting local response personnel, or there has been significant turnover in the incident staff.
7. Integrated Communications. Integrated communications includes interfacing disparate communications as effectively as possible, planning for the use of all available systems and frequencies, and requiring the use of clear text in communications.
8. Accountability. ICS is based on an orderly chain of command, check-in for all responders, and only one supervisor for each responder.

h. UNIFIED COMMAND

9. Unified Command is a variant of ICS used when there is more than one agency or jurisdiction with responsibility for the incident or when personnel and equipment from a number of different agencies or jurisdictions are responding to it. This might occur when the incident site crosses jurisdictional boundaries or when an emergency situation involves matters for which state and/or federal agencies have regulatory responsibility or legal requirements.
10. ICS Unified Command is intended to integrate the efforts of multiple agencies and jurisdictions. The major change from a normal ICS structure is at the top. In a Unified Command, senior representatives of each agency or jurisdiction responding

to the incident collectively agree on objectives, priorities, and an overall strategy or strategies to accomplish objectives; approve a coordinated Incident Action Plan; and designate an Operations Section Chief. The Operations Section Chief is responsible for managing available resources to achieve objectives. Agency and jurisdictional resources remain under the administrative control of their agencies or jurisdictions, but respond to mission assignments and direction provided by the Operations Section Chief based on the requirements of the Incident Action Plan.

i. AREA COMMAND

11. An Area Command is intended for situations where there are multiple incidents that are each being managed by an ICS organization or to oversee the management of large or multiple incidents to which several Incident Management Teams have been assigned. Area Command becomes Unified Area Command when incidents are multijurisdictional.

12. The organization of an Area Command is different from a Unified Command in that there is no operations section, since all operations are conducted on-scene, at the separate ICPs.

j. Multiagency Coordination Systems. Multiagency coordination systems may be required for incidents that require higher level resource management or information management. The components of multiagency coordination systems include facilities, equipment, EOCs, specific multiagency coordination entities, personnel, procedures, and communications; all of which are integrated into a common framework for coordinating and supporting incident management.

k. Public Information. The NIMS system fully integrates the ICS Joint Information System (JIS) and the Joint Information Center (JIC). The JIC is a physical location where public information staff involved in incident management activities can collocate to perform critical emergency information, crisis communications, and public affairs functions. More information on JICs can be obtained in the DHS National Incident Management System Plan, dated March 2004.

2. Preparedness: Preparedness activities include planning, training, and exercises as well as certification of response personnel, and equipment acquisition and certification. Activities would also include the creation of inter-local agreements and Emergency Management Assistance Compacts. Any public information activities such as publication management would also be preparedness activities.

3. Resource Management: All resources, such as equipment and personnel, must be identified and typed. Systems for describing, inventorying, requesting, and tracking resources must also be established.
4. Communications and Information Management: Adherence to NIMS specified standards by all agencies ensures interoperability and compatibility in communications and information management.
5. Supporting Technologies: This would include any technologies that enhance the capabilities essential to implementing the NIMS. For instance, voice and data communication systems, resource tracking systems, or data display systems.
6. Ongoing Management and Maintenance: The NIMS Integration Center provides strategic direction and oversight in support of routine review and continual refinement of both the system and its components over the long term.

Regular City Council Agenda Item Data Sheet

Meeting Date: May 18, 2015

Topic:

Approve Resolution No. 2015-10, a Resolution of the City Council of the City of Tomball, Texas, Sponsoring the July 4th Celebration, to be held in Tomball on Saturday, July 4, 2015, Closing State Highway Business 249 from Hicks Street to the North Entrance to the Kroger Parking Lot from 3:00 PM until 11:00 PM, and Authorizing the City Manager to issue a Letter to TxDOT Requesting the Closure of the Designated Portion of State Highway Business 249

Background:

For the past several years, the City's July 4th Celebration Event has been held on Business SH 249 to consolidate all of the activities associated with the event. The event has proven to be very successful, not only to the attendees but also to those restaurant businesses and other vendors. The event now features live bands on a stage, numerous games for kids, food, fun and is culminated with a fireworks show.

Resolution No. 2015-10 will approve closure of Business SH 249, between approximately Hicks and Keefer, for the annual July 4th Celebration Event and will authorize the Mayor and City Manager to execute documents related thereto. The roadway will be closed between 2:00 p.m. and approximately midnight on July 4th.

Origination:

Fire Department

Recommendation:

Staff recommends approval

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

Randy Parr

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Resolution 2015-10
TxDOT Application

RESOLUTION NO. 2015-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, SPONSORING THE *JULY 4TH CELEBRATION*, TO BE HELD IN TOMBALL ON SATURDAY, JULY 4, 2015, CLOSING STATE HIGHWAY BUSINESS 249 FROM HICKS STREET TO THE NORTH ENTRANCE TO THE KROGER PARKING LOT FROM 3:00 PM UNTIL 11:00 PM., AND AUTHORIZING THE CITY MANAGER TO ISSUE A LETTER TO TxDOT REQUESTING THE CLOSURE OF THE DESIGNATED PORTION OF STATE HIGHWAY BUSINESS 249

* * * * *

WHEREAS the City of Tomball annually provides a *July 4th Celebration* for the enjoyment of its citizens and the surrounding community, with a fireworks display under the direction of the Tomball Fire Department; and

WHEREAS the *July 4th Celebration* provides a unique opportunity to showcase Tomball's many attractions and encourage citizens to enjoy the festivities and sales offered by local merchants in Tomball on July 4th; and

WHEREAS the *July 4th Celebration* has become one of the most popular fireworks displays, drawing people from surrounding areas including Magnolia, Spring, Houston and The Woodlands; and

WHEREAS the *July 4th Celebration* plans include many activities sponsored during the day by the Tomball Fire Department and the Tomball Police Department, including a block party; and

WHEREAS the City of Tomball desires and requests the closure of the following portion of State Highway 249 on Saturday, July 4, 2015, from 2:00 pm to 10:30 pm;

NOW, THEREFORE, BE IT RESOLVED that the City of Tomball and its governing body endorses and supports the *July 4th Celebration* as a safe July 4th holiday for its citizens and the surrounding community.

PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 18TH DAY OF MAY 2015.

GRETCHEN FAGAN, Mayor

ATTEST:

Doris Speer, City Secretary

STATE OF TEXAS §
COUNTY OF HARRIS §

**AGREEMENT FOR THE TEMPORARY CLOSURE
OF STATE RIGHT OF WAY**

THIS AGREEMENT is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of Tomball, a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

W I T N E S S E T H

WHEREAS, the State owns and operates a system of highways for public use and benefit, including Business State Highway 249, in Tomball, Harris County; and

WHEREAS, the local government has requested the temporary closure of Business State Highway 249 from the 28800 block to the 29200 block for the purpose of the City of Tomball 4th of July Celebration, from July 4, 2015 at 2:00 p.m. to July 4th, 2015 at 12:00 (midnight) as described in the attached "Exhibit A," hereinafter identified as the "Event;" and

WHEREAS, the Event will be located within the local government's incorporated area; and

WHEREAS, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

WHEREAS, on the 18th day of May, 2015, the Tomball City Council passed Resolution No. 2015-10, attached hereto and identified as "Exhibit B," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

WHEREAS, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

WHEREAS, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

A G R E E M E N T

Article 1. CONTRACT PERIOD

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

Article 2. EVENT DESCRIPTION

The physical description of the limits of the Event, including county names and highway numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

Article 3. OPERATIONS OF THE EVENT

A. The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

B. The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

C. The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

D. The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

E. The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

F. The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

G. The local government hereby assures the State that there will be appropriate passage

allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will be included in the local government's traffic control plan.

H. The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

Article 4. OWNERSHIP OF DOCUMENTS

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

Article 5. TERMINATION

A. This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

B. The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

Article 6. DISPUTES

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

Article 7. RESPONSIBILITIES OF THE PARTIES

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

Article 8. INSURANCE

A. Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period

that the local government and/or its contractors are encroaching upon the State right of way.

B. In the event the local government is a self-insured entity, the local government shall provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

Article 9. AMENDMENTS

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

Article 10. COMPLIANCE WITH LAWS

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

Article 11. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

Article 12. NOTICES

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
City of Tomball	Texas Department of Transportation
George Shackelford, City Manager	<u>Michael W. Alford, P.E.</u>
401 Market	<u>P.O. Box 1386</u>
Tomball, TX 77375	<u>Houston, Texas 77251-1386</u>

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

Article 13. SOLE AGREEMENT

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

IN TESTIMONY WHEREOF, the parties hereto have caused these presents to be executed in duplicate counterparts.

Agreement No. _____

THE CITY OF TOMBALL _____

Executed on behalf of the local government by:

By _____ Date _____
City Official

Typed or Printed Name and Title George Shackelford _____
City Manager _____

THE STATE OF TEXAS

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By _____ Date _____
District Engineer

Exhibit A

Exhibit B

Agreement No. _____

Exhibit C

Agreement No. _____

Regular City Council

Agenda Item

Meeting Date: May 18, 2015

Data Sheet

Topic:

Consideration to Reject All Bids for City of Tomball Project No. 2015-04, Purchase of Cab Tractor with Boom Mower, and Approve Purchasing the Kubota Cab Tractor with Boom Mower Utilizing the TASB "Buy Board" Contract, in the Amount of \$112,185.20

Background:

This equipment is requested as a replacement for an existing 2004 model unit which is scheduled for replacement, based upon criteria established within the vehicle and equipment replacement program. The need for the replacement has been reaffirmed by Public Works staff, based upon both the equipment condition and the extent of repairs required to allow for continued use of the existing equipment.

Staff sought and received sealed bids for the purchase of a cab tractor with boom mower. The advertisement of bids were sent using the local newspaper and on our City website. Two sealed bids were received; however, the bids received through the bidding process are higher than the TASB "Buy board" state contract. The difference between the low bid and the state contract, which is the Kubota tractor, is \$1,689.80.

Origination:

Public Works

Recommendation:

Staff recommends that Council reject all bids and authorize the utilization of the TASB state contract to purchase the Kubota tractor and boom mower.

Funding: Yes

Account Number: 650-651-6403

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

David Esquivel

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

bid tabulation

Kubota buy board quote

kubota open bid

John Deere open bid

REPORT OF OPENING AND TABULATION OF BIDS

DATE: 5/12/15	TIME: 9:00 AM	PROJECT NO. 2015-04
---------------	---------------	---------------------

PROJECT: Purchase of Cab Tractor / Boom Mower

BIDDER	ADDRESS	BID*	MEETS ALL BID REQUIREMENTS	
			YES	NO
Lansdowne Moody	23738 N.W. Frwy. Cypress, TX	\$113,875.00	X	
Brookside Equipment	19003 I-45 N. Spring, TX	\$128,238.16	X	

*All Prices FOB Tomball

RECOMMENDATION: state contract for Kubota - \$112,185.20 (savings of \$1,689.80).

State contract for John Deere - \$125,534.30 (savings of \$2,703.86) REJECT ALL BIDS AND UTILIZE STATE CONTRACT

DEPT. HEAD SIGNATURE


FUND: GENERAL ☒ UTILITY _____

FUND ACCOUNT NO. 650-651

BUDGETED ACCOUNT NO. 650-651-6403

WITHIN BUDGET: YES ☒ NO _____

REMARKS:



M108SHDC2 WEB QUOTE #312561

Date: 10/22/2014 2:09:02 PM

-- Customer Information --

Purvis, Steve
City of Tomball
jcherry@lmtractor.com
281-808-2340

To order equipment -- purchase orders must be
made out and returned to:

Kubota Tractor Corporation
3401 Del Amo Blvd.
Torrance, CA 90503
or email
NationalAccount_RFQ@Kubota.com
or call 310-303-7834 or fax 310-370-3846

-- Standard Features --

-- Custom Options --



M Series

M108SHDC2

M108SHDC2

MID-SIZE AG CAB TRACTOR, 4WD, SWING SHIFT TRANSMISSION
W/540-1000 RPM PTO

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # V3800-CRS Common Rail
Electronic Fuel Injection
Turbocharged
w/Wastegate and Intercooled
4 Cyl. 230 cu. in.
^ 108 Net Eng. HP
^ 96 PTO HP
@ 2600 Eng. rpm
EPA Tier III Emission Certified
12V 900 CCA Battery
Charging Out put 45 amps ROPS
Charging Output 80 amps CAB

HYDRAULICS / HITCH / DRAWBAR

Open Center Gear Type
12.1 gpm Power Steering
17.2 gpm @ 2844 psi
Remotes / 3 Pt. Hitch
29.3 gpm Total
First Remote (SCD) with Self
Canceling Detents
Cat II 3-point Hitch
At lift Point 5560 lbs.
24 " Behind 4630 lbs.
Telescoping Lower Links
Stabilizers
Heavy Duty Swinging Drawbar

FRONT AXLE

Hydrostatic Power Steering
2WD: Tubular Steel Beam
Adjustable, Telescoping
Tread Spacing
4WD: Bevel Gear
Cast Iron
Easy to shift 4WD engagement
while tractor is moving.
Adjustable, Rim Tread Spacing

^ Manufacturer Estimate

DRIVE TRAIN

4-Speed Fully Synchronized with
Swing-Shift High/Low
16F/16R speeds
Hydraulic shuttle/Wet Clutch
Planetary Final Drives
(4WD Front & Rear Axles)
(2WD Rear Axle)
Rear Diff. Lock (2WD)
Front and Rear Diff. Lock (4WD)

FLUID CAPACITY

Fuel Tank 46.2 gal.
Cooling System 9.6 qts.
Crankcase 11.3 qts.
Transmission and
Hydraulics 16.6 gal.
Front Axle (4WD) 11.1 qts.

SELECTED TIRES

AMR8558C & AMR9246C AG TIRES

POWER TAKE OFF

Live-Independent Hyd. PTO
SAE 1 3/8 " Six Spline
540 rpm @ 2205 Eng. rpm
Note: 540/1000 Dual Speed PTO
Is standard on M108SHDC2

SAFETY EQUIPMENT

Flip-Up PTO Shield
Safety Start Switches
Electric Key Shut Off
Hydraulic Wet Disc Brakes
Parking Brake
Turn Signals
SMV Sign
7-Pin Electrical Trailer Connector

ROPS MODEL

SH/SHD: 2-Post Foldable
Retractable seatbelt

ROPS MODEL

SH/SHD: 2-Post Foldable
Retractable seatbelt

CAB

New Wider Cab
Integral Factory ROPS Certified
Flat Deck
2 Doors, Frameless all glass
Grammer Deluxe Seat with Armrests
Retractable Seat Belt
Tinted Glass
Dual Level Air Conditioning & Heater
Front Wiper w/Washer - 2 Speed
Radio Ready, includes 2-speakers,
antenna and wiring harness
Left and Right Side Exterior Mirrors
2 Steps
Sun Visor
Tilt Steering Wheel
Interior Dome Light
Accessory Plug 12V - 15 Amp
3 Pin 30 Amp Electric Coupler
Hard Mount location right center post
Cup Holder
Ashtray
2 - Front Work Lights
2 - Rear Work Lights

LIGHTING

2 Headlights - Tail lights
4 Hazard Flasher Lights with Turn
Signals

INSTRUMENTS

LED Instrument Panel with LCD
Readout for MPH and PTO rpm
Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature

M108SHDC2 Base Price: \$58,569.00

Configured Price: \$58,569.00

BUY BOARD GM # 447-1 Discount: (\$11,713.80)

BUY BOARD GM # 447-1 Price: \$46,855.20

2Yr M108SHDC2 Extended Warranty (2000 hrs.) \$4,400.00

Factory Assembly: \$250.00

Dealer Assembly: \$0.00

Freight Cost: \$420.00

PDl: \$250.00

Final Sales Price: \$52,175.20

Total:

\$ 112,185.20

Wholegoods Sales Order & Quote Form

Quote ☒

Sale ☐

Date: 10-21-14

By C. Pavliska Sales Order# _____

Customer Account# _____

TSM Approval PO# _____

Tractor Model & Year
Kubota M108SDSC

Tractor Delivery Date

C. Pavliska

CAB ☒ 2WD ☐

Front Tire Sizes: 13.6R24

ROPS ☐ 4WD ☒

Rear Tire Sizes: 18.4R34

Dealer Commission YES ☐ NO ☒		If dealer/state commission due: Amount/Percentage _____%			
Quote valid for <u>90</u> days ONLY. (90 days if left blank)				Discount: <u>15%</u>	Terms:
QTY	Item#	Description	List Cost	Net Cost	Total
1	30004832220	KB2200 Boom with Electronic Joystick Control	\$47,330	\$40,230.50	\$40,230.50
1	34802986190	5' Rotary w/Ctr Hyd Door, Blade Bar & Head Swivel	\$15,278	\$12,986.30	\$12,986.30
1	30002985029	Mount Labor, Calcium Chloride & Oil	\$6,692	\$5,688.20	\$5,688.20
Freight:		☒ Add 30000888190 F.O.B. Factory	☐ Allow 30000888179 F.O.B. Destination	☐ Will Call / Customer Pick Up	
				Total	\$1,105.00
				Total	\$60,010.00

Notes: (1) BuyBoard #373-11
(2) Steel Wheels

- 1) THE ACCEPTANCE OF THIS FORM IS NOT FIRM UNTIL CREDIT IS APPROVED AND PURCHASE ORDER IS ACCEPTED BY TERRAIN KING IN SEGUIN TEXAS.
- 2) NO PURCHASE ORDER WILL BE ACCEPTED FOR A MACHINE WITH LESS THAN FULL STANDARD OR OPTIONAL SAFETY EQUIPMENT.
- 3) APPROXIMATE SHIPPING AND/OR DELIVERY DATES CAN BE CONFIRMED ONLY BY TERRAIN KING IN SEGUIN TEXAS AND DELIVERY IS SOMETIMES SUBJECT TO CHANGE DUE TO CONDITIONS BEYOND THE CONTROL OF TERRAIN KING.

NOTE:

- 1) This Sales Order and Quote Form is subject to the Terms and Conditions contained on page 3 this form. If you did not receive page 3 containing the Terms and Conditions, please contact seller so that we may send them to you.
- 2) This Sales Order and Quote Form expressly limits acceptance to the terms of this offer and seller hereby objects to any different or additional terms contained in any response to this Sales Order & Quote form by the buyer, including buyer's purchase order.

Customer Signature: _____ Date: _____

TERMS & CONDITIONS

ALTERATION OF TERMS AND CONDITIONS NOT PERMITTED. This Sales Order and Quote Form ("Quote") constitutes an offer by Terrain King ("Seller") to the buying party named on page 1 of this Quote ("Buyer") for the sale of products set forth in the Quote. The offer made in this Quote by Seller is subject to the terms and conditions set forth below. Buyer may accept this offer by providing Seller with an official purchase order or other written confirmation citing the quotation number on page 1. Seller's acceptance of Buyer's order, and Seller's offer, is expressly conditioned on Buyer's agreement to these Terms and Conditions. Seller objects to and rejects any conflicting or additional terms and conditions proposed by Buyer in any form whatsoever. Seller expressly rejects any provisions that dictate that Buyer's terms control or any additional or different provisions in Buyer's electronic business portal. Buyer's acceptance of items described in the accompanying Quote sold hereunder will manifest Buyer's consent to these Terms and Conditions. If Buyer requests shipment based on telephone or purchase order, Buyer does so with the understanding that these Terms and Conditions apply. No variation, addition, termination, or waiver of any term or condition will be binding on Seller unless in writing and signed by Seller's duly authorized representative. Seller's failure to object to any provision or terms from Buyer will not be a waiver or amendment of any of the provisions of these Terms and Conditions.

ACCEPTANCE. ACCEPTANCE OF THIS QUOTE MEANS THAT BUYER HAS FULLY ACCEPTED AND UNDERSTANDS THE TERMS & CONDITIONS SET FORTH IN THIS QUOTE. ANY DIFFERENT OR ADDITIONAL TERMS FROM THOSE SET FORTH IN THIS QUOTE SHALL BE VOID. This Quote automatically expires ninety (90) calendar days from the date issued unless sooner terminated by notice.

DELIVERY. Unless otherwise agreed to in writing, delivery of equipment shall be made F.O.B. place of shipment and delivery of equipment to a carrier at any of Seller's plants or such other shipping points as Seller may designate shall constitute delivery to Buyer; and regardless of freight payment, title and all risk of loss or damages in transit shall pass to Buyer at that time. Great care is taken in packing the Seller's equipment. Seller cannot be held responsible for breakage after having received "in good order" receipts from the transportation company. All claims for loss and damage must be made by Buyer to the carrier. Claims for shortages or other errors must be made in writing to Seller within 30 days after receipt of shipment, and failure to give such notice shall constitute unqualified acceptance and a waiver of all such claims by Buyer. Method and route of shipment will be at the discretion of Seller unless Buyer shall specify otherwise, and any additional expenses of the method or route of shipment specified by Buyer shall be borne by Buyer. Seller reserves the right to make delivery in installments, unless otherwise expressly stipulated in the contract for sale and all such installments, when separately invoiced, shall be paid for when due per invoice without regard to subsequent deliveries. Delay in delivery of any installment shall not relieve Buyer of its obligations to accept remaining deliveries. Seller shall not be liable for any damage as a result of any delay due to any cause beyond the Seller's reasonable control, including without limitation, an act of God; act of Buyer, embargo or other governmental act, regulation or request; fire; accident; strike; slow down; war; riot; delay in transportation; or inability to obtain necessary labor, materials or manufacturing facilities. In the event of any such delay, the date of delivery shall be extended for a period equal to the time lost by reason of the delay.

TAXES AND OTHER CHARGES. Any manufacturer's tax, retailer's occupation tax, use tax, sales tax, excise tax, duty, custom, inspection or testing fee, or other tax, fee or charge of any nature whatsoever, imposed by any governmental authority, on or measured by any transaction between the Seller and Buyer, shall be paid by Buyer in addition to the prices quoted or invoiced. In the event Seller shall be required to pay any such tax, fee or charge, Buyer shall reimburse Seller therefore, or, in lieu of such payment, Buyer shall provide Seller at the time the order is submitted, with an exemption certificate of other document acceptable to the authority imposing the same.

WARRANTIES. Seller warrants for one year from the purchase date to the original non-commercial, governmental, or municipal purchaser and warrants for six months to the original commercial or industrial purchaser that the goods purchased are free from defects in material or workmanship. Seller will replace for Buyer any part or parts found, upon examination at one of its factories, to be defective under normal use and service due to defects in material or workmanship. This limited warranty does not apply to any part of the goods which has been subjected to improper or abnormal use, negligence, alteration, modification, or accident, damaged due to lack of maintenance or use of wrong fuel, oil, or lubricants, or which has served its normal life. This limited warranty does not apply to any part of any internal combustion engine or expendable items such as blades, shields, or guards except as specifically found in your Operator's Manual. Except as provided herein, no employee, agent, Dealer, or other person is authorized to give any warranties of any nature on behalf of Seller. If after examining the goods and/or parts in question, Seller finds them to be defective under normal use and service due to defects in material or workmanship, Seller will: (a) repair or replace the defective goods or part(s) or (b) reimburse Buyer for the cost of the part(s) and reasonable labor charges (as determined by Seller) if Buyer paid for the repair and/or replacement prior to the final determination of applicability of the warranty by Seller. The choice of remedy shall belong to Seller. Buyer is responsible for any labor charges exceeding a reasonable amount as determined by Seller and for returning the goods to Seller, whether or not the claim is approved. Buyer is responsible for the transportation cost for the goods or part(s) to the designated factory.

LIMITATION OF LIABILITY. SELLER DISCLAIMS ANY EXPRESS (EXCEPT AS SET FORTH HEREIN) AND IMPLIED WARRANTIES WITH RESPECT TO THE GOODS INCLUDING, BUT NOT LIMITED TO, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SELLER MAKES NO WARRANTY AS TO THE DESIGN, CAPABILITY, CAPACITY, OR SUITABILITY FOR USE OF THE GOODS. EXCEPT AS PROVIDED HEREIN, SELLER SHALL HAVE NO LIABILITY OR RESPONSIBILITY TO BUYER ANY OTHER PERSON OR ENTITY WITH RESPECT TO ANY LIABILITY, LOSS, OR DAMAGE CAUSED OR ALLEGED TO BE CAUSED DIRECTLY OR INDIRECTLY BY THE GOODS INCLUDING, BUT NOT LIMITED TO, ANY INDIRECT, SPECIAL, CONSEQUENTIAL, OR INCIDENTAL DAMAGES RESULTING FROM THE USE OR OPERATION OF THE GOODS OR ANY BREACH OF THIS WARRANTY. NOTWITHSTANDING THE ABOVE LIMITATIONS AND WARRANTIES, SELLER'S LIABILITY HEREUNDER FOR DAMAGES INCURRED BY BUYER OR OTHERS SHALL NOT EXCEED THE PRICE OF THE GOODS. NO ACTION ARISING OUT OF ANY CLAIMED BREACH OF THIS WARRANTY OR TRANSACTIONS UNDER THIS WARRANTY MAY BE BROUGHT MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED.

ASSIGNMENT. Neither party may assign or transfer this Quote or any interest therein without the written consent of the other party, except that Seller may assign this Quote and its interest therein to any affiliated corporation, or to any corporation succeeding to Seller's business without the consent of Buyer.

LAW. This Quote shall be construed according to the laws of the State of Texas, exclusive of conflicts of laws principles. Venue shall be in Guadalupe County, Texas.

Customer Initials _____ **Date** _____

Wholegoods Sales Order & Quote Form Information Page

ALL 3 PAGES OF THIS FORM MUST BE SIGNED, DATED AND SUBMITTED FOR EACH ORDER OR QUOTE

Bill To Information

Name: City of Tomball

Address: 501 James St

City: Tomball

State: Texas

Zip: 77375

Contact Name:

Contact Number: 281.290.1426

Contact Email:

Ship To Information

Name: Lansdowne-Moody Company

Address: 23738 Northwest Freeway

City: Cypress

State: Texas

Zip: 77429

Contact Name: Justin Cherry

Contact Number: C: 281.960.4658

Contact Email: jcherry@lmtractor.com

Enduser Information

Agency: City of Tomball

Contact Name: Steve Purvis

Address: 501 James St

City: Tomball

State: Texas

Zip: 77375

Phone: 281.290.1426

Email: spurvis@tomballtx.gov

Confirmation Email Addresses

Dealer E-Mails for Order Confirmations: jcherry@lmtractor.com

Dealer Emails for Advance Shipment Notices (if different from above):

Dealer Emails for Invoices (if different from above):

Dealer Emails for Warranty Registrations (if different from above):

Order Type

☐ General PO

☐ H-GAC GR01-12

☐ GSA

☒ BuyBoard 373-11

☐ NJPA # 070313-AGI Member#

☐ Other Contract:

Customer Initials _____ Date _____

City of Tomball

Total bid submitted shall include all required dealer assembly, preparation, And delivery to the City of Tomball. Literature confirming manufacturer specifications must be submitted in conjunction with bid and bids submitted without required documentation will not be considered.

Total Bid

\$ 113,875.⁰⁰

Estimated length of delivery time.

45 Days

This bid shall be good for 45 days from Bid Opening. The City is exempt from Sales Tax. Bid prices should not include sales tax.

Company: Lansdowne-Moody Company

By: Justin Cherry Sales
Title

23738 Northwest Freeway Cypress TX 77429
Address

281-960-4658
Telephone

Accepted and agreed to this 8th day of May, 2015

By: [Signature]
George Shackelford, City Manager
City of Tomball, Texas

City of Tomball

Specifications for Cab Tractor / Boom Mower

Engine

Diesel
105-108 HP Range
EPA Tier 3 or 4 Emissions Certified

Drive Train

Four Speed Fully Synchronized Transmission
16/16 Forward and Reverse Speeds
4WD Front & Rear Axles
Front & Rear Differential Locks

Hydraulics

Total GPM range 29-31

Hitch / Draw Bar / PTO

Power Take Off (PTO) – Dual 540/1000 RPM Rear PTO
Cat. 2 Three Point Hitch

Tractor Cab

Integral Factory Installed ROPS
Two Frameless, All Glass Doors with Tinted Glass
Two Cab Steps
Two Front Work Lights
Two Rear Work Lights
Dual Level Air Conditioning and Heat
Front Wiper With Washer

Boom Mower

Reach: 23.6' – 26.3'
5' Rotary Cutter with Ctr. Hydraulic Door, Blade Bar, and Head Swivel
Electronic Joystick Control

City of Tomball

Total bid submitted shall include all required dealer assembly, preparation, And delivery to the City of Tomball. Literature confirming manufacturer specifications must be submitted in conjunction with bid and bids submitted without required documentation will not be considered.

Total Bid

\$ 128,238.16

Estimated length of delivery time.

5 Months

This bid shall be good for 45 days from Bid Opening. The City is exempt from Sales Tax. Bid prices should not include sales tax.

Company: Brookside Equipment

By: Blake Roder Sales
Title

19003 I-45 N Spring, TX 77308
Address

281-353-0204
Telephone

Accepted and agreed to this _____ day of _____, 2015

By: _____
George Shackelford, City Manager
City of Tomball, Texas



JOHN DEERE

Brookside
Equipment Sales, Inc.

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

Brookside Equipment Sales
19003 I-45 North
Spring, TX 77388
281-353-0204
RAYB@BROOKSIDEUSA.COM

Quote Summary

Prepared For:

City Of Tomball
TX

Delivering Dealer:

Brookside Equipment Sales

Blake Roder
19003 I-45 North
Spring, TX 77388
Phone: 281-353-0204
roder.blake@brooksideusa.com

Quote ID: 11416800
Created On: 08 May 2015
Last Modified On: 08 May 2015
Expiration Date: 29 May 2015

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 6120M Cab Tractor	\$ 76,134.16 X	1 =	\$ 76,134.16

Contract: TASB_447-14

Price Effective Date: April 20, 2015

Equipment Total **\$ 76,134.16**

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 76,134.16
Trade In	
SubTotal	\$ 76,134.16
Total	\$ 76,134.16
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 76,134.16

**JOHN DEERE****Brookside**
Equipment Sales, Inc.

Selling Equipment

Quote Id: 11416800

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989**ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:**Brookside Equipment Sales
19003 I-45 North
Spring, TX 77388
281-353-0204
RAYB@BROOKSIDEUSA.COM

JOHN DEERE 6120M Cab Tractor

Hours:

Stock Number:

Contract: TASB_447-14

Price Effective Date: April 20, 2015

Selling Price *

\$ 76,134.16

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
4295L	6120M Cab Tractor	1	\$ 99,556.00	26.00	\$ 25,884.56	\$ 73,671.44	\$ 73,671.44
Standard Options - Per Unit							
0202	United States	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
0409	English	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
1441	PowrQuad PLUS 16F/16R Transmission with Left Hand Power Reverser (19 mph/30 kmh) with Creeper	1	\$ 1,108.00	26.00	\$ 288.08	\$ 819.92	\$ 819.92
2071	Basic Cab	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
2109	Basic Seat for Cab Tractor	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
2510	Mirrors Standard- LH & RH	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
2631	Panorama Windshield with RH Door	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
2650	Radio Preparation Package	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
3223	Pressure and Flow Compensated Hydraulic System 30.1 GPM (114 L/min), 45cc	1	\$ 1,639.00	26.00	\$ 426.14	\$ 1,212.86	\$ 1,212.86
3319	2 SCV Mechanical (2 Detent-200 Series) with Standard Couplers	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
3820	Rear Independent 540/1000 RPM PTO	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
4120	Draft Links with Telescopic Ball End- Category 2	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
4210	Center Link with Ball End - Category 2	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
4410	Sway Control Blocks	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
5010	Flanged Axle	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
5090	Adjustable Steel Wheels	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00

**JOHN DEERE**

Selling Equipment

Quote Id: 11416800

Customer Name:

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Brookside Equipment Sales
 19003 I-45 North
 Spring, TX 77388
 281-353-0204
 RAYB@BROOKSIDEUSA.COM

5212	18.4R34 In. 144A8 R1W Radial (460/85R34 In. 147A8 R1W Radial)	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
5999	No Tire Brand Preference	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
6045	MFWD Front Axle	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
6220	14.9R24 In. 126A8 R1W Radial (380/85R24 In. 131A8 R1W Radial)	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
7702	Preparation for Shipping	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
8380	Front Auxiliary Drive Preparation (Crankshaft Pulley without Drive Shaft)	1	\$ 581.00	26.00	\$ 151.06	\$ 429.94	\$ 429.94
Standard Options Total			\$ 3,328.00		\$ 865.28	\$ 2,462.72	\$ 2,462.72
Technology Options/Non-Contract/Open Market							
1834	No GreenStar Ready	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
1835	No StarFire 3000 Receiver	1	\$ 0.00	26.00	\$ 0.00	\$ 0.00	\$ 0.00
Technology Options Total			\$ 0.00		\$ 0.00	\$ 0.00	\$ 0.00
Suggested Price							\$ 76,134.16
Total Selling Price			\$	\$ 26,749.84	\$ 76,134.16	\$ 76,134.16	
			102,884.00				



Quote Summary**Prepared For:**
City Of Tomball
TX**Prepared By:**
Blake Roder
Brookside Equipment Sales
19003 I-45 North
Spring, TX 77388
Phone: 281-353-0204
roder.blake@brooksideusa.com

Quote Id: 11419237
Created On: 08 May 2015
Last Modified On: 08 May 2015
Expiration Date: 29 May 2015

Equipment Summary	Suggested List	Selling Price	Qty	Extended
DIAMOND DBM-C-H	\$ 67,746.00	\$ 52,104.00 X	1 =	\$ 52,104.00
Equipment Total				\$ 52,104.00

Quote Summary

Equipment Total	\$ 52,104.00
SubTotal	\$ 52,104.00
Total	\$ 52,104.00
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 52,104.00

**JOHN DEERE**

Selling Equipment

Brookside
Equipment Sales, Inc.

Quote Id: 11419237

DIAMOND DBM-C-H				
Hours: 0		Suggested List		
Stock Number:		\$ 67,746.00		
		Selling Price		
		\$ 52,104.00		
Code	Description	Qty	Unit	Extended
DMB-C-H	23 FOOT REAR CRADLE BOOM	1	\$ 31,643.00	\$ 31,643.00
Dealer Attachments				
DBR060-H	60" BOOM ROTARY	1	\$ 11,538.00	\$ 11,538.00
120	HYD. BOOM ROTARY HEAD ROTATOR	1	\$ 2,632.00	\$ 2,632.00
103	HYD. TRAP DOOR	1	\$ 912.00	\$ 912.00
101	JOYSTICK - FOUR-FUNCTION PROPORTIONAL CONTROL	1	\$ 7,777.00	\$ 7,777.00
116	LARGE HYD. ACTUATOR	1	\$ 5,742.00	\$ 5,742.00
000	MAIN FRAME WEIGHTS	1	\$ 2,308.00	\$ 2,308.00
503	PUMP & GRILL GUARD	1	\$ 594.00	\$ 594.00
Dealer Attachments Total				\$ 31,503.00
Other Charges				
	Freight	1	\$ 1,600.00	\$ 1,600.00
	Setup	1	\$ 3,000.00	\$ 3,000.00
Other Charges Total				\$ 4,600.00
Suggested Price				\$ 67,746.00
Customer Discounts				
Customer Discounts Total			\$ -15,642.00	\$ -15,642.00
Total Selling Price				\$ 52,104.00

Regular City Council

Agenda Item

Data Sheet

Meeting Date: May 18, 2015

Topic:

Approve the Dedication of a Utility Easement to Centerpoint for Underground Electrical Service to the Depot Plaza

Background:

The project to move the above ground electrical lines to underground at the Depot Plaza requires that a utility easement be granted to Centerpoint. Due to the high voltage lines that will be installed underground it is Centerpoint's safety policy to install these lines in an exclusive easement.

Staff has worked closely with Centerpoint to determine the best alignment for the utility easement in order to not interfere with existing memorial trees and other structures, as well as to provide the availability of service to other facilities, such as the addition of light poles throughout the park. The construction phase will begin once the easements are executed.

Origination:

Public Works

Recommendation:

Staff recommends approval of the easement to Centerpoint

Funding: Yes

Account Number:

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

David Esquivel

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Easement document
easement survey

EASEMENT

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

STATE OF TEXAS }

KNOW ALL PERSONS BY THESE PRESENTS:

COUNTY OF HARRIS }

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

Lots 7, 8, 9, 10, 11, 12, 17, 18, 19, 20, and 21, in Block 4 of Revised Map of Tomball, a subdivision out of the William Hurd Survey, Abstract 371, Harris County, Texas, according to the map or plat thereof recorded in Volume 4, Page 25 of the Map Records of said county and state, being the same property described in deeds to City of Tomball and filed of record under County Clerk's File Nos. 20080206905, 20110428225 and 20080418028, respectively, in the Official Public Records of Real Property of Harris County, Texas.

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

1. An easement ten (10) feet wide, in two (2) separate locations, the centerlines of which are shown by the dot-dash symbols on Sketch No. 14-0964 (revised 04/21/15), attached hereto and made a part hereof.
2. An easement ten (10) feet wide, in three (3) separate locations which are shown by the crosshatched areas on said attached Sketch No. 14-0964.

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

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

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

It is understood and agreed that the memorial trees, hereinafter the "Memorial Trees" located within the Easement Area herein granted, may remain in place but, if ever removed, will not be replaced within the bounds of said Easement Area. Grantee agrees to not to remove any of said Memorial Trees, save and except in the event of emergency situations, or under situations which, in the reasonable opinion of Grantee, endanger or may interfere with the efficient, safe and proper operation, and maintenance of said Facilities. GRANTOR HEREBY BINDS ITSELF, ITS HEIRS, SUCCESSORS, ASSIGNS, AGENTS, AND LICENSEES TO INDEMNIFY AND HOLD HARMLESS GRANTEE FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, CAUSES OF ACTION, DEMANDS, LIABILITIES, COSTS, LOSSES, EXPENSES, AND DAMAGES, IN CONTRACT, STRICT LIABILITY OR IN TORT, FOR INJURY TO ANY PERSON (INCLUDING DEATH) OR DAMAGE TO ANY PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE AND EXISTENCE OF SAID EASEMENT AREA HEREIN GRANTED ON GRANTOR'S PROPERTY, WHERE SUCH INJURY OR DAMAGE IS CAUSED BY THE SOLE, JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR FAULT OF GRANTOR, ITS HEIRS, AGENTS, ASSIGNS OR EMPLOYEES, AND EVEN WHERE SAID INJURY OR DAMAGE IS CAUSED BY THE SOLE, JOINT, CONCURRENT, CONTRIBUTING OR COMPARATIVE NEGLIGENCE OR FAULT OF GRANTEE, ITS AGENTS, OR EMPLOYEES.

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

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

THE TERMS, CONDITIONS AND PROVISIONS CONTAINED HEREIN CONSTITUTE THE COMPLETE AND FINAL AGREEMENT BETWEEN GRANTOR AND GRANTEE, (COLLECTIVELY THE "PARTIES") WITH RESPECT TO THE SUBJECT MATTER HEREOF AND SUPERSEDES ALL PRIOR AGREEMENTS, REPRESENTATIONS AND UNDERSTANDINGS OF THE PARTIES AND, BY GRANTOR'S SIGNATURE AFFIXED HERETO AND GRANTEE'S USE OF THE EASEMENT, THE PARTIES EVIDENCE THEIR AGREEMENT THEREOF. NO ORAL OR WRITTEN AGREEMENTS MADE OR DISCUSSED PRIOR TO, OR SUBSEQUENT TO, THE EXECUTION OF THIS EASEMENT SHALL SUPERSEDE THOSE CONTAINED HEREIN. ANY AND ALL REVISIONS, AMENDMENTS AND/OR EXCEPTIONS TO THE TERMS, CONDITIONS AND PROVISIONS CONTAINED IN THIS EASEMENT SHALL BE IN WRITTEN, RECORDABLE FORM AND EXECUTED BY BOTH PARTIES OR THEIR RESPECTIVE SUCCESSORS OR ASSIGNS IN ORDER TO BE DEEMED VALID.

EXECUTED this _____ day of _____, 20____.

City of Tomball, a municipal corporation, organized under the laws of the State of Texas

BY: _____
Signature

Name typed or printed

Title

STATE OF TEXAS }

COUNTY OF _____}

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

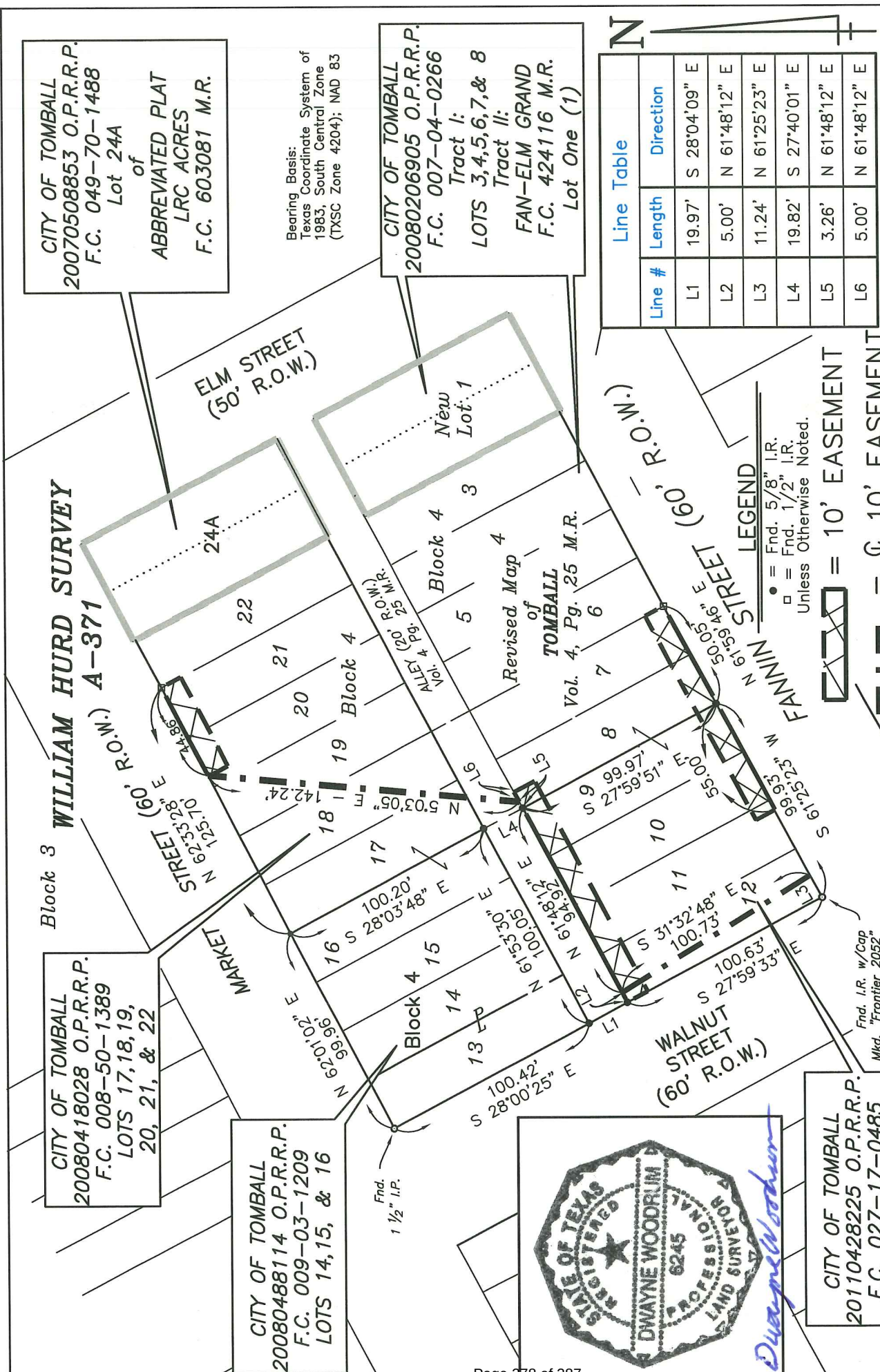
Given under my hand and seal of office this ____ day of _____, 20____.

Notary's Signature

Name typed or printed

Commission Expires

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



CITY OF TOMBALL
20070508853 O.P.R.R.P.
F.C. 049-70-1488
Lot 24A
of
ABBREVIATED PLAT
LRC ACRES
F.C. 603081 M.R.

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

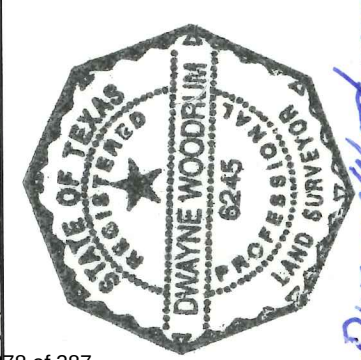
CITY OF TOMBALL
20080206905 O.P.R.R.P.
F.C. 007-04-0266
Tract I:
LOTS 3,4,5,6,7,& 8
Tract II:
FAN-ELM GRAND
F.C. 424116 M.R.
Lot One (1)

N

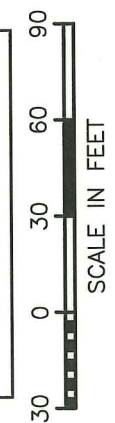
Line Table		
Line #	Length	Direction
L1	19.97'	S 28°04'09" E
L2	5.00'	N 61°48'12" E
L3	11.24'	N 61°25'23" E
L4	19.82'	S 27°40'01" E
L5	3.26'	N 61°48'12" E
L6	5.00'	N 61°48'12" E

LEGEND
 • = Fnd. 5/8" I.R.
 □ = Fnd. 1/2" I.R.
 Unless Otherwise Noted.

10' EASEMENT
 10' EASEMENT



CITY OF TOMBALL
20110428225 O.P.R.R.P.
F.C. 027-17-0485
LOTS 9,10,11,& 12



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

REV.1: JOB NO. 69333341A BY: A.W.P. DATE: 1/19/15

REV.2: JOB NO. 69333341C BY: A.W.P. DATE: 4/21/15

CenterPoint Energy

SURVEYING & RIGHT OF WAY

P.O. Box 1700 Houston, TX 77251-1700

713-207-2222

Firm Number: 10027400

SKETCH NO. 14-0964

EASEMENT - UNOBSERVED

COUNTY: HARRIS

SURVEY DATE: 12/16/12/29/14,1/19/15

SCALE: 1" = 60'

FILE NO. - BOOK: 2014

LAST PLOT DATE: 04/28/15

DRAWN BY: A.W.P.

MAP NO: 4771B

JOB NO: 69333341

CHECKED BY: G.D.W.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: May 18, 2015

Topic:

Consideration to approve **GATEWAY BUSINESS PARK**: A subdivision of 2.9894 acres of land situated in the Joseph House Survey, Abstract No. 20, Montgomery County, Texas.

Background:

Origination:

Recommendation:

Approval

Funding:

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

Community Development Department

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Gateway Business Park Plat

**THE STATE OF TEXAS
COUNTY OF MONTGOMERY**

We, Sahal Syed and Ronnie Patel, President and Limited Partner respectively of Gateway Development, L.P., owner of the property subdivided in the above and foregoing map of Gateway Business Park, do hereby make subdivision of said property for and on behalf of said Gateway Development, L.P., according to the liens, streets, lots, alleys, parks, building lines, and easements thereon shown, and designate said subdivision as Gateway Business Park, located in the Joseph House Survey, A-20, Montgomery County, Texas, and on behalf of said Gateway Development, L.P., and dedicate to public use, as such, the streets, alleys, parks, and easements shown thereon forever; and do hereby waive any claims for damages occasioned by the establishing of grades as approved for the streets and alleys dedicated, or occasioned by the alteration of the surface of any portion of streets or alleys to conform to such grades; and do hereby bind ourselves, our successors and assigns to warrant and forever defend the title to the land so dedicated.

This is to certify that we, Sahal Syed and Ronnie Patel, President and Limited Partner, respectively, of Gateway Development L.P., owner of the property subdivided in the above and foregoing map of Gateway Business Park, have complied or will comply with all regulations heretofore on file with the Montgomery County Engineer and adopted by the Commissioners' Court of Montgomery County, Texas.

FURTHER, we, Gateway Development, L.P., do hereby dedicated forever to the public a strip, a minimum of land fifteen (15) feet wide on each side of the centerline of any and all gullies, ravines, draws, sloughs, or other natural drainage courses located in the said subdivision, as easements for drainage purposes, giving Montgomery County and/or any other public agency the right to enter upon said easements at any time and all times for the purposes of construction and/or maintaining drainage work and/or structures.

FURTHER, all of the property subdivided in the above and foregoing map shall be restricted in its use, which restrictions shall run with the title to the property, and shall be enforceable, at the option of Montgomery County, by Montgomery County or any citizen thereof, by injunction, as follows:

1. That drainage of septic tanks into road, street, alley, or other public ditches, either directly or indirectly, is strictly prohibited.
2. 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 shall be a minimum of one and three quarters (1-3/4) square feet (18" diameter pipe culvert).

IN TESTIMONY WHEREOF, the Gateway Development, L.P., has caused these presents to be signed by Sahal Syed, its President, thereunto authorized, attested by its Limited Partner, Ronnie Patel, and its common seal hereunto affixed this 18th day of March, 2015.

Gateway Development, L.P.

By: Sahal Syed, President

ATTEST: Ronnie Patel, Limited Partner

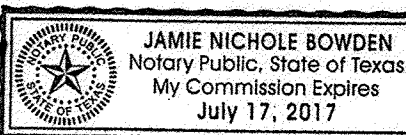
THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Sahal Syed and Ronnie Patel, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me they executed the same for purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 18th day of March, 2015.

Printed Name: Jamie Nichole Bowden
Notary Public in and for State of Texas
Commission Expires: 7/17/17



We, Golden Bank, owner and holder of liens against the property described in the plat known as Gateway Business Park said liens being evidenced by instrument of record in Montgomery County Clerk's File No(s). 200704745, 200805850, 2008057849, and 201104921, Real Property Records of Montgomery County, Texas, do hereby in all things subordinate to said plat said liens, and we hereby confirm that we are the present owner of said liens and have not assigned the same nor any part thereof.

By: Bill Chen
Printed Name: S.V.P.
Title: S.V.P.

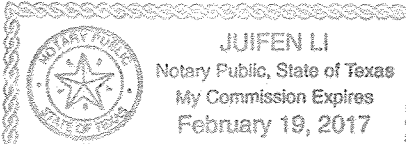
THE STATE OF TEXAS

COUNTY OF Harris

BEFORE ME, the undersigned authority, on this day personally appeared Junfen Li, known to me to be the person whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes and considerations therein expressed, and in the capacity therein and herein set out, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 2nd day of April, 2015.

By: Junfen Li
Printed Name: Junfen Li
Notary Public in and for State of Texas
Commission Expires: 2/19/19



I, Fred W. Lawton, am registered under the laws of 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 the elevation benchmark reflected on the face of the plat was established as required by regulation; that all corners and angle points of the boundaries of the original tract to be subdivided of reference have been marked with iron (or other suitable permanent metal) pipe or rods have a diameter of not less than five-eighths of an inch (5/8") and a length of not less than three feet (3'); and that the plat boundary corners have been tied to the nearest survey corner.

Fred W. Lawton, Registered Professional Land Surveyor
Texas Registration No. 2321



This is to certify that the Planning and Zoning commission of the City of Tomball, Texas has approved this plat and subdivision of Gateway Business Park in conformance with the laws of the State of Texas and the ordinance 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

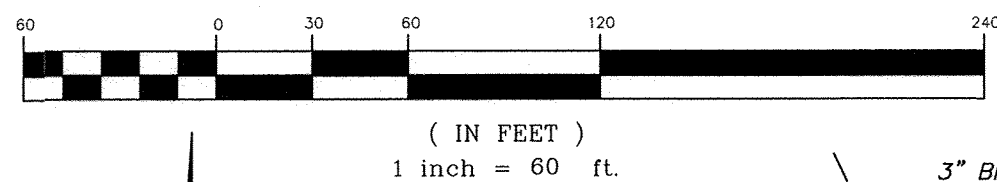
This is to certify that the City Council for the City of Tomball, Texas has approved this plat and subdivision of Gateway Business Park in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorized the recording of this plat this _____ day of _____, 2015.

By: Gretchen Fagan, Mayor
By: Doris Speer, City Secretary

We, the City Manager and the City Engineer for the City of Tomball, do hereby certify that this plat of Gateway Business Park is in conformance with the City of Tomball ordinances.

By: George Shackelford, City Manager
By: Lori Lakatos, P.E., C.F.M. City Engineer

GRAPHIC SCALE



LEGEND:
SQ. FT. - SQUARE FEET
ESMT. - EASEMENT
B.L. - BUILDING LINE
U.E. - UTILITY EASEMENT
A.E. - AERIAL EASEMENT
R.O.W. - RIGHT OF WAY
M.C.C.F. - MONTGOMERY COUNTY CLERK'S FILE
M.C.D.R. - MONTGOMERY COUNTY DEED RECORDS
M.C.M.R. - MONTGOMERY COUNTY MAP RECORDS
VOL. - VOLUME
PG. - PAGE

BENCHMARK
3" BRASS DISK FOUND IN A CONCRETE COLUMN 6" IN DIAMETER, THREE FEET DEEP AND BURIED FLUSH WITH NATURAL GROUND
STAMPED: DECKER PRAIRIE COMMERCIAL PARK
ELEVATION: 160.7'

LOT 1, BLOCK 1
DECKER PRAIRIE COMMERCIAL PARK
(CABINET Z, SLIDE 34 MCPR)

COMMERCIAL LOT 1
1.9894 ACRES
(86,658.77 SQ. FT.)

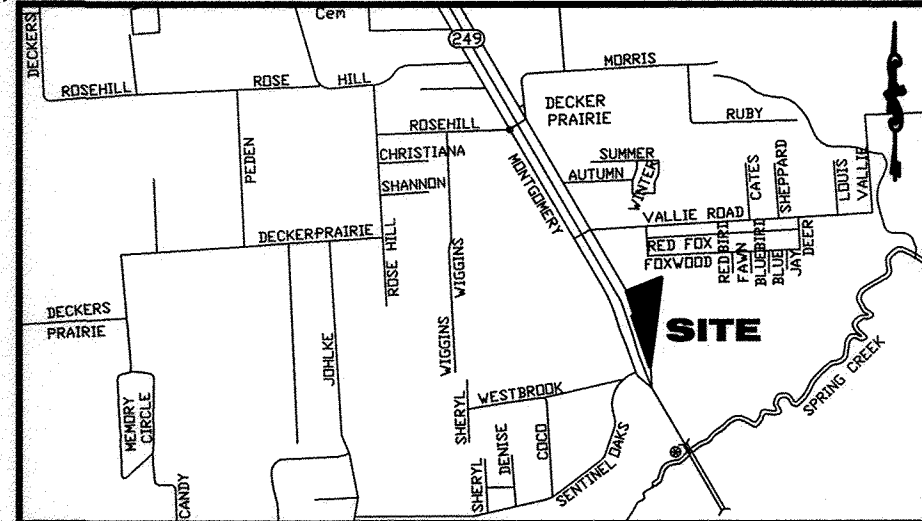
BLOCK 1

COMMERCIAL LOT 2
1.0000 ACRE
(43,560.48 SQ. FT.)

(PUBLIC HIGHWAY 249 WIDTH VARIES)
(MCF No. 95-5700)

EBENEZER R. HALE SURVEY, A-264

BARTLEY MURRAY SURVEY, A-343



VICINITY MAP
NOT TO SCALE
KEY MAP 248W

NOTES:

1. 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 purposes of construction, reconstruction, inspection, potting, maintaining and adding to or removing all or part of its respective system 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 system on any of the 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 removal or relocation of any obstruction in the public easement.
2. The Coordinates shown hereon are Texas South Central Zone no. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale 0.99995780816.
3. According to FEMA Form Panel No. 48330C0495C and 48330C0750C, both effective August 18, 2014, this property is located in Zone "X-SHADED" & "X" designated as areas within the 100-year flood plain.
4. All oil/gas pipelines or pipeline easements with ownership through the subdivision have been shown.
5. 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.
6. This plat does not attempt to amend or remove any valid covenants or restrictions.
7. 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 this property.
8. All oil/gas wells with ownership (plugged, abandoned, and/or active) through the subdivision have been shown.
9. An easement of undetermined width along the southwestern property line, granted to Southwestern Bell Telephone Company, as set forth by instrument recorded in Volume 428, Page 525, of the Deed Records of Montgomery County, Texas.
10. An unlocated right of way easement granted to Vining Resources Corporation, by instrument recorded in Volume 1030, Page 671, of the Deed Records of Montgomery County, Texas.

LEGAL DESCRIPTION

A 2.9894 ACRE (130,219.25 SQUARE FEET), TRIANGULAR-SHAPED TRACT OF LAND SITUATED IN THE JOSEPH HOUSE SURVEY, ABSTRACT NO. 20, MONTGOMERY COUNTY, TEXAS, SAID 0.9183 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT A 5/8-INCH IRON ROD FOUND IN THE NORTHEAST RIGHT-OF-WAY (ROW) LINE OF STATE HIGHWAY 249 (VARYING WIDTH), SAID POINT BEING THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, DECKER PRAIRIE COMMERCIAL PARK, ACCORDING TO THE MAP OR PLAT THEREOF, RECORDED IN CABINET Z, SLIDE 34, MONTGOMERY COUNTY PLAT RECORDS, AND BEING THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE COMMON BOUNDARY LINE OF SAID LOT 1 AND THE HEREIN DESCRIBED TRACT, NORTH 60 DEGREES 25 MINUTES 51 SECONDS EAST, 344.64 FEET TO A 1/2-INCH IRON ROD FOUND IN THE WEST LINE OF A CALLED 18.10 ACRE TRACT AS DESCRIBED IN DEED RECORDED IN MONTGOMERY COUNTY CLERK'S FILE NO. 2008070535, SAID POINT BEING THE SOUTHWEST CORNER OF SAID LOT 1 AND THE NORTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, ALONG THE COMMON BOUNDARY LINE OF SAID CALLED 18.10 ACRE TRACT AND THE HEREIN DESCRIBED TRACT, SOUTH 00 DEGREES 55 MINUTES 35 SECONDS EAST, 830.70 FEET TO A 5/8-INCH IRON ROD FOUND IN THE SAID NORTHEAST ROW LINE OF STATE HIGHWAY 249, SAID POINT BEING THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT AND BEING IN A CURVE TO THE LEFT;

THENCE, ALONG THE SAID NORTHEAST ROW LINE OF STATE HIGHWAY 249 COMMON TO THE WEST LINE OF THE HEREIN DESCRIBED TRACT, THE FOLLOWING THREE (3) CALLS:

- * ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 17013.73 FEET, A CENTRAL ANGLE OF 01 DEGREES 40 MINUTES 42 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 27 DEGREES 20 MINUTES 41 SECONDS WEST, 498.38 FEET, FOR A TOTAL ARC LENGTH OF 488.37 FEET TO A FOUND TIDOT DISK FOR AN ANGLE POINT;
- * NORTH 63 DEGREES 29 MINUTES 41 SECONDS EAST, 82.16 FEET TO A FOUND TIDOT DISK FOR AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT AND THE BEGINNING OF A CURVE TO THE LEFT;
- * ALONG SAID CURVE TO THE LEFT, HAVING A RADIUS OF 16983.73 FEET, A CENTRAL ANGLE OF 00 DEGREES 47 MINUTES 04 SECONDS A CHORD BEARING AND DISTANCE OF NORTH 26 DEGREES 08 MINUTES 47 SECONDS WEST, 232.67 FEET, FOR A TOTAL ARC LENGTH OF 232.67 FEET TO THE POINT OF BEGINNING AND CONTAINING 2.9894 ACRES (130,219.25 SQUARE FEET) OF LAND, MORE OR LESS.

GATEWAY BUSINESS PARK

1 BLOCK, 2 LOTS

A SUBDIVISION OF 2.9894 ACRES (130,219.25 SQUARE FEET) OF LAND SITUATED IN THE JOSEPH HOUSE SURVEY, ABSTRACT NO. 20, MONTGOMERY COUNTY, TEXAS

SCALE: 1"= 60' DATE: 02/2015

OWNER: GATEWAY DEVELOPMENT, LLC
ADDRESS: 5608 HIGHWAY 6 NORTH
HOUSTON, TX 77084
PHONE NO: 632-287-9681
PRESIDENT: SOHAL SYED

SOUTH TEXAS SURVEYING ASSOCIATES, INC.
11281 Richmond Ave. Bldg J, Suite 101 Houston, Texas 77082
281-556-6918 FAX 281-556-9331
Copyright 2015 South Texas Surveying Associates, Inc. K:\COMRES 2012\PLATS\715-12.DWG (A0) FRM NO. 10045400

JOB: 715-12

Regular City Council

Agenda Item

Meeting Date: May 18, 2015

Data Sheet

Topic:

Discussion and Possible Action regarding Red Light Enforcement Cameras, Collections vs. Outstanding Balances, and Possible Collection Program

Background:

We recently had a meeting with representatives Red Flex, the people who manage our red light cameras. They informed us there is currently \$1.9 million in outstanding fines for running a red light, and that amount is continuing to grow.

I have attached a report regarding the red light cameras over the past 5 years. Red light violations have remained fairly consistent during that time period. Accidents overall have dramatically decreased, but have slowly increased over the past 5 years. They still, however, remain lower than they did prior to the installation of the cameras. Personally, I believe the gradual increase is a result of increased traffic, rather than any type of response to the red light cameras.

Please note that there were more citations in 2014 than in 2013 and yet less revenue. We believe this is an indication that more drivers are receiving citations and ignoring them.

The Texas Scofflaw Act, Chapter 702 of the Texas Transportation Code, allows a municipality to contract with the county Tax Assessor Collector to prevent the registration of a vehicle by anyone who has unresolved traffic fines or warrants with the municipality. In other words, a violator would not be able to reregister their vehicle until they resolve their outstanding warrant or fine.

The Scofflaw Act also applies not only to red light citations, but also to traffic warrants issued by the Tomball Municipal Court. Currently there are approximately 9,000 unserved traffic warrants and Failure to Appear warrants totaling \$2.8 million. Added to the outstanding red light citations means we have \$4.7 million outstanding in unpaid fines and warrants. We have observed numerous situations where an offender has several traffic warrants for different offenses on different days. Again, I believe this is an example of drivers who continue to commit traffic violations because there have been no consequences for prior violations.

Currently there are over 60 cities in Texas using the Scofflaw rule to enforce traffic warrants and fines. Like Tomball, they have found themselves in a situation where violators are not resolving their traffic citations and the cities lack the manpower necessary to serve the resulting volume of traffic warrants. In our local area, the cities of Sugarland and Texas City use the Scofflaw rule to enforce their traffic warrants and fines. If you would like, we could initiate a discussion with them to discuss the benefits and difficulties of using the Scofflaw system.

I certainly understand there are opposing opinions on using the Scofflaw rule to enforce all of these warrants and fines. However, we have been using the Omni system for a number of years for warrant collection. In the Omni system, a violator with a Fail to Appear warrant is not allowed to renew their driver license until they have resolved the warrant, and we routinely collect some warrants through that system. Omni was a successful solution to the problem when driver licenses were renewed every three years. Now that a driver license does not have to be renewed for six years, the service of a warrant after 5 or 6 years becomes problematic in terms of remembering the incident for court and whether or not the officer is still employed

with TPD.

Personally, I don't believe collections of unpaid fines are as much about revenue as they are about lack of consequences. The purpose of traffic enforcement is to modify driving behavior. That driving behavior modification is only effective when there are consequences for the poor driving behavior and the driver knows there will be consequences. Until a traffic warrant is resolved the charges cannot be entered on a person's driver license. In the cases where we have persons with multiple warrants, none of those charges are entered upon a driving record until the warrant is resolved and the person pays the fine or is found guilty in court. It is not unrealistic to envision one of these drivers with multiple unresolved warrants being involved in a catastrophic vehicle accident at some point in the future, and we will then be faced with the obvious question of why we didn't avail ourselves of every means possible to locate the offender and serve the warrants.

This is obviously a decision to be made at the Council level, and is certainly one that requires much deliberation in balancing fairness to all citizens and appropriate consequences for the violators.

Origination:

Chief Billy Tidwell

Recommendation:

N/A

Funding:

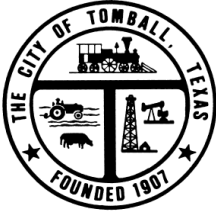
Party(ies) responsible for placing this item on agenda:

Chief Billy Tidwell

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Red Light Report 2014



Tomball Police Department

Memorandum

Date: March 04, 2015

To: Billy Tidwell
Chief of Police

From: Rick Grassi
Captain of Patrol

Re: Implementation of Red Light Cameras

In many aspects, today's policing is technology driven. To assist in modifying traffic behavior with the goal of minimizing accidents at our crucial intersections, in 2008 the City of Tomball partnered with Redflex Technology to implement an automated red light enforcement program.

To support the necessity of such a program, a comprehensive crash data analysis was conducted utilizing accident data collect over five years to determine key locations in which accidents most frequently occur. As a result of the study, automated red light cameras were placed at the following intersections:

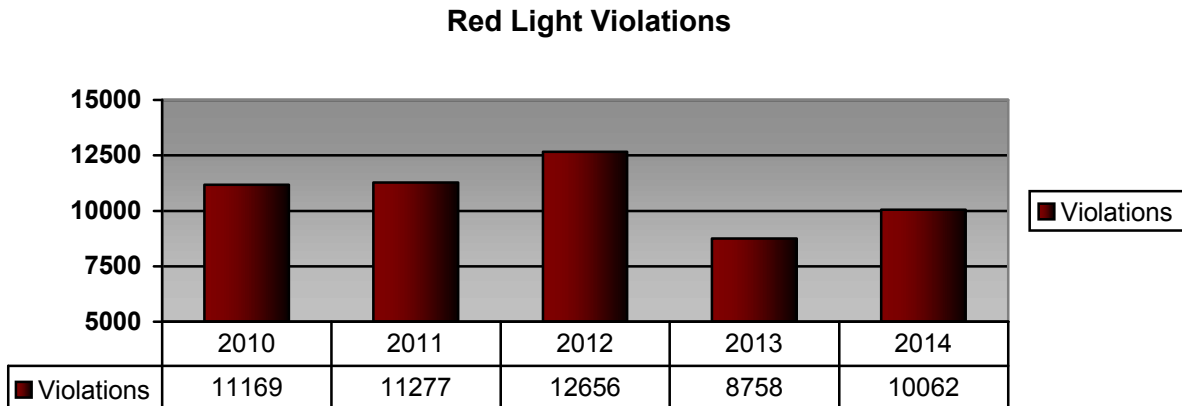
- 1) FM-2920 and SH-249 East Bound
- 2) FM-2920 and SH-249 West Bound
- 3) SH-249 and Zion Road North Bound

Upon installation of the cameras, the Tomball Police Department focused on community awareness by placing press releases in both local newspapers, along with the Houston Chronicle. The program became fully operation on May 01, 2008, at which time the City of Tomball attempted to change driving behavior by education and enforcement. For the initial 30-days of the program, courtesy was extended to violators at which time they were issued warning citations to heighten community awareness. During this 30-day grace period, a total of 4889 prosecutable violations were captured

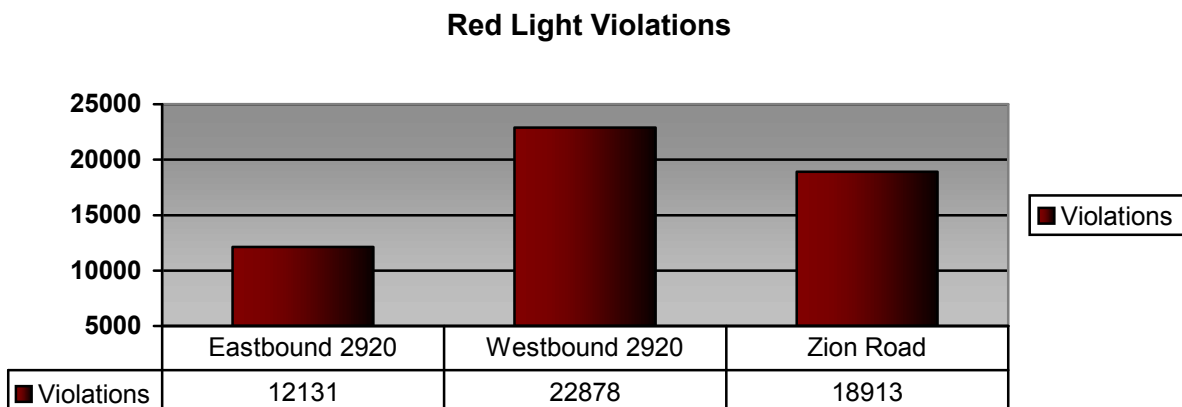
The Tomball Police Department relies on enforcement, education, and engineering to change driving behavior and create safer roadways. The implementation of red-light cameras in May 2008 has definitely contributed to favorable results in maximizing traffic safety and minimizing accidents. Since the inception of the program in 2008, a total of 72,553 prosecutable violations were captured.

Five Year Analysis:

Over the past five years, a total of 53,922 prosecutable violations were captured. This is an average of 10,784 per year. In 2012, which marks the year of the most violations, a total of 12,656 prosecutable violations were captured. This was followed by a 30.8% decrease in 2013 with 8,758 prosecutable violations, followed by a 14.9% increase in 2014, with 10,062 prosecuted violations captured.



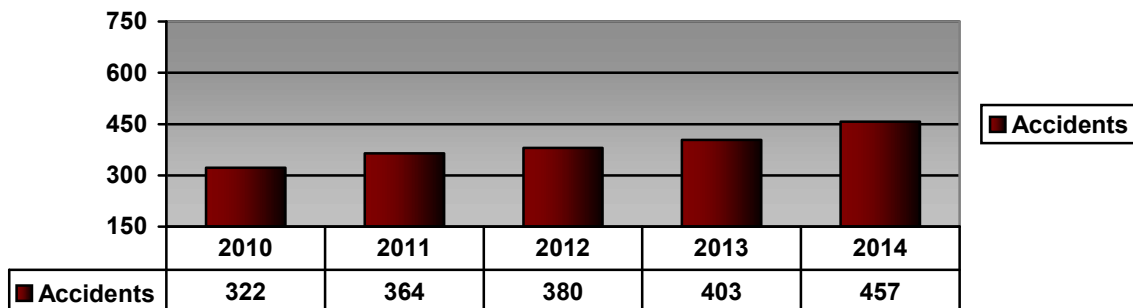
Of the 53,922 prosecutable citations issued over the past five years, 12,131 (22.5%) occurred at Tomball Parkway/FM 2920 – eastbound, 22,878 (42.4%) occurred at Tomball Parkway/FM 2920 – westbound and 18,913 (35.1%) occurred at Tomball Parkway @ Zion Road.



As detailed in the reported data, since the inception of the red-light cameras, prosecutable violations have decrease, which would indicate that driving behaviors have changed in these immediate areas. This can also be supported by the dramatic decrease in motor vehicle accidents which is not solely contributed to red-light cameras, but continued efforts of education, enforcement and engineering.

In 2007, which was the last complete year that the City of Tomball did not have automated red light enforcement, there were 626 reportable accidents. Since the inception of the red-light camera program, Tomball Police Department has had a 5-year average of 385 Motor Vehicle Accidents per year. In 2014 there were 457 reportable accidents, which marks a 27% decrease since the utilization of traffic cameras for assisted enforcement.

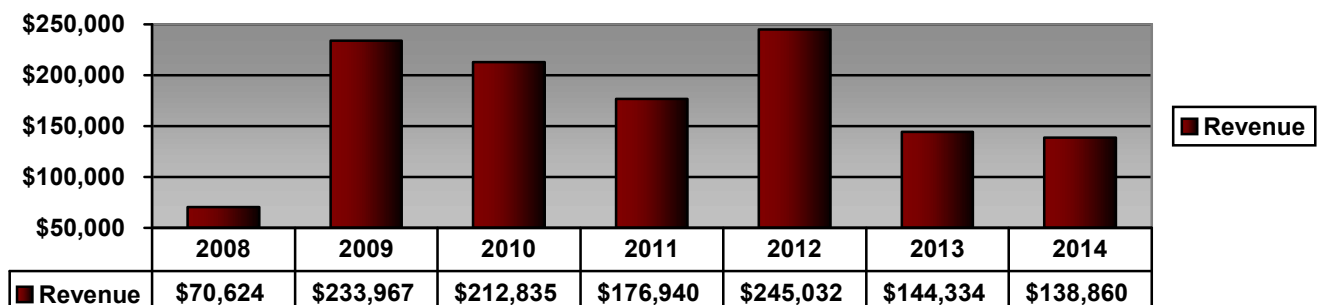
Motor Vehicle Accidents



Revenues and Expenses:

After expenses, the revenues generated from Photo Red Light Enforcement are put back into the community for traffic safety enhancement. Since the implementation of the Red Light Enforcement Program, revenues paid through issued citation have totaled \$3,884,192.00. After deducting said expenses (equipment leasing, operating cost, labor cost, upkeep fees, and State mandated fees) the City of Tomball received \$1,222,592.00.

Annual Revenue After Expenses



Below is some of the traffic safety enhancements funded by photo enforcement violators:

Implemented over Selected Traffic Enforcement Programs

With the funding provided by Red Light Cameras, the Tomball Police Department was able to fund various traffic safety initiatives to maximize resources directed towards traffic safety issues throughout the city. These STEP initiatives include, but are not limited to seatbelt violations, speed initiatives, DWI task force, and areas of citizen directed traffic complaints. As a result of increased traffic enforcement, Tomball police officers cited hazardous traffic violators and arrested hundreds of subjects for the offense of DWI.

Deployed additional Speed Trailers throughout the City

The Tomball Police Department purchased additional speed trailers that included the ability to display a safety message. These trailers are deployed throughout the city as a proactive means to bring awareness to drivers in attempt to change driving behavior, as well as a reactive measure to citizen traffic complaints.

Enhanced technology by implementing Automatic License Plate Readers

The Automatic License Plate Recognition System, developed Pips Technology, has been deployed in multiple Tomball Police Department patrol vehicles. These vehicles are equipped with both forward and rear facing video cameras, which are linked into a Mobile Data Computer. This system creates the ability to scan, recognize and process the license plates of several hundred cars an hour. The license plates are automatically cross-checked in real time against a number of local and national databases to identify vehicles that are of interest to law enforcement. This includes databases established to locate stolen vehicles, wanted persons, and sexual predators traveling or stationary in the City of Tomball

Implementation of “Michael One” Aviation Unit

The Tomball Police Department was the first law enforcement agency in the country to utilize a Gyroplane to form an Air Support Unit. The Gyroplane will be used to enhance public safety by serving various purposes. One of the primary functions of “Michael One” will be to conduct frequent deployments to oversee traffic mitigation, assist patrol in determining traffic obstacles, and conduct routine patrol in attempt to deter crime.

Flashing lights in School Zones

Led by the City of Tomball Public Works, flashing lights were added to speed limit signs in various school zones to enhance awareness and heighten child safety.

Sidewalks throughout the City of Tomball

Led by the City of Tomball Public Works, sidewalks were constructed at various locations throughout the City of Tomball. This allowed for community safety, as well as handicap accessibility, due to the high volume of motorized wheelchairs and scooters.