

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



MONDAY, OCTOBER 20, 2014

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, October 20, 2014 at 6:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 Call to Order

2.0 Invocation

- Led by Pastor David Crowson, The Real Church

3.0 Pledges to U.S. and Texas Flags

- Led by Members of the Tomball High School Student Council

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

accordance with law.]

5.0 Reports and Announcements

- October 20-24, 2014 – Early Voting for **November 4, 2014 Local Option Election**
- October 25, 2014 – **3rd Annual Tomball *Bluegrass Festival***
- October 27-31, 2014 – Early Voting for **November 4, 2014 Local Option Election**
- **November 4, 2014 (Tuesday) – Local Option Election, City Hall, 7:00 a.m.- 7:00 p.m.**
- November 8, 2014 – **6th Annual 5K Tomball Dash (Woodforest Bank)**
- November 8, 2014 – **2nd Saturday at the Depot – 5:00 p.m.**
- **November 10, 2014 – Canvass Election – 5:00 p.m.**
- **Walk Tomball!** – Every Saturday at **9:00 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:
 - Rosalie Dillon – **"Zomball in Tomball"**
 - Mike Baxter – Introduce Community Events Coordinator, Denise Neef-Fiore

6.0 Approve the Minutes of the October 6, 2014 Regular City Council Meeting and the October 13, 2014 Special City Council Meeting

7.0 Old Business:

7.1 Consideration of a Revision to Section 40-76 of the Tomball Code of Ordinances:

Adopt of First Reading, Ordinance No. 2014-36, an Ordinance Amending the Code of Ordinances of the City of Tomball, Texas by Amending Section 40-76, Utilities, of Article III, Design Standards, of Chapter 40, Subdivisions, to Require all Utility Lines, Other than Electric Lines, to be Located Underground; to Require all Electric Distribution Lines to be Underground if the Customer Elects Such Pursuant to the Utility's Distribution Tariff; and to Require All Aboveground Electric Distribution Lines be Located Along the Perimeter of the Overall Subdivision Unless the Utility Determines Different Placement is Needed to Provide Safe and Reliable Electric Service; Providing a Penalty in an Amount Not to Exceed \$2,000 for Each Violation Hereof; and Providing for Severability; and Making Other Provisions and Findings Related Thereto.

8.0 New Business:

8.1 Consideration to Possible Action regarding **ZONING CASE P14-184**: Request by Clarus Hotels, Inc., on behalf of JTS Development, Ltd., for a Conditional Use Permit to operate a hotel/motel that is 59-feet, 3-inches in height. The property is approximately 2.2 acres, is legally described as Lot 2,

Block 1, JTS Subdivision Final Plat, is generally located south of Medical Complex Drive, west of State Highway 249 Bypass, and is located in the General Retail District.

- Conduct a Public Hearing on **ZONING CASE P14-184**
- Adopt, on First Reading, Ordinance No. 2014-37, an Ordinance of the City Of Tomball, Texas, Amending its Comprehensive Zoning Ordinance by Granting a Conditional Use Permit (CUP) to JTS Development, Ltd. to Operate a Hotel/Motel that is 59-Feet, 3-Inches in Height; Said Property Being Approximately 2.2 Acres, and Being Legally Described as Lot 2, Block 1, JTS Subdivision Final Plat, Generally Located South of Medical Complex Drive, West of State Highway 249 Bypass; Providing Requirements and Conditions for this CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount not to Exceed Two Thousand Dollars For Violations Hereof; and Providing For Severability.

- 8.2 Consideration and Possible Action regarding **ZONING CASE P14-186**: Request by Jose Toriello, on behalf of Tennis Ventures, LLC, for a Conditional Use Permit to operate a tennis club which is classified in the Zoning Ordinance as a “Country Club (Private).” The property is approximately 4.02 acres, is legally described as Tract 64B-1, Tomball Outlots, is generally located north of East Hufsmith Road, west of Hospital Road, and is located in the Agricultural District.

- Conduct a Public Hearing on **ZONING CASE P14-186**
- Adopt, on First Reading, Ordinance No. 2014-38, an Ordinance of the City of Tomball, Texas, Amending its Comprehensive Zoning Ordinance by Granting a Conditional Use Permit (CUP) to Tennis Ventures, LLC. to Operate a “Country Club (Private);” Said Property Being Approximately 4.02 Acres, and Being Legally Described as Tract 64B-1, Tomball Outlots, Generally Located North of East Hufsmith Road, West of Hospital Road; Providing Requirements and Conditions for this CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount not to Exceed Two Thousand Dollars for Violations Hereof; and Providing For Severability.

- 8.3 Accept Purchase and Financing Proposal to Acquire a New 2015 Pierce Velocity Pumper to Replace Engine 3, a 1995 E-One Pumper
- 8.4 Award Contract for Project No. 2014-06 (Solid Waste Collection and Disposal) to Waste Corporation of Texas, LP
- 8.5 Award Contract for Project No. 2015-01 - North Wastewater Treatment Plant Emergency Backup Generator to National Electrical Systems, Inc., in the Amount of \$249,456.00
- 8.6 Approve Development Agreement between the City of Tomball and Big Diamond LLC, a Texas Limited Liability Company, to Participate with the Over-Sizing Cost of Water and Sanitary Sewer Facility Extensions along

Tomball Parkway (SH 249 Business), in the Amount Not to Exceed \$34,100.00

- 8.7 Discuss Amending Section 50-82(b) to Prohibit or to Allow Through a Conditional Use Permit Auto Dealer (New, Auto Servicing and Used Auto Sales as Accessory Uses Only, with Outdoor Sales) and Auto Dealer, Primarily Used Auto Sales with Outdoor Sales in the Old Town and Mixed Use Zoning District.
- 8.8 Discuss Possible Amendments to Chapter 34 - Signs
- 8.9 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 Pending Litigation and Attorney-Client Matters that the Duty of the Attorney Requires be Held in Closed Session
- 8.10 Consideration and Possible Action regarding a Development Agreement with NewQuest Properties, 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 and the Grand Parkway
- 8.11 Consideration and Possible Action regarding a Strategic Partnership Agreement with NewQuest Properties, 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 and the Grand Parkway
- 9.0 Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 16th day of October 2014 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

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: October 20, 2014

Topic:

- Led by Pastor David Crowson, The Real Church

Background:

Origination:

Recommendation:

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: October 20, 2014

Topic:

- Led by Members of the Tomball High School Student Council

Background:

Origination:

Council

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: October 20, 2014

Topic:

- October 20-24, 2014 – Early Voting for **November 4, 2014 Local Option Election**
- October 25, 2014 – **3rd Annual Tomball Bluegrass Festival**
- October 27-31, 2014 – Early Voting for **November 4, 2014 Local Option Election**
- **November 4, 2014 (Tuesday) – Local Option Election, City Hall, 7:00 a.m.-7:00 p.m.**
- November 8, 2014 – **6th Annual 5K Tomball Dash (Woodforest Bank)**
- November 8, 2014 – **2nd Saturday at the Depot – 5:00 p.m.**
- **November 10, 2014 – Canvass Election – 5:00 p.m.**
- **Walk Tomball!** – Every Saturday at **9:00 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:
 - Rosalie Dillon – **"Zomball in Tomball"**
 - Mike Baxter – Introduce Community Events Coordinator, Denise Neef-Fiore

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:

Sample Ballot - November 4, 2014 Local Option Election
"Zomball in Tomball"

OFFICIAL BALLOT *BOLETA OFICIAL*

LOCAL OPTION ELECTION

ELECCIÓN DE OPCIÓN LOCAL

CITY OF TOMBALL, TEXAS

CIUDAD DE TOMBALL, TEXAS

November 04, 2014 - *4 de noviembre de 2014*

Precinct *Precinto* 1

Instruction Text:

Please use a black or blue pen to mark your ballot. To vote for your choice in each contest, completely fill in the box provided to the left of your choice.

Texto de Instrucción:

Favor de usar una pluma de tinta negra o azul para marcar su boleta.

Para votar por su selección en cada carrera, llene completamente el espacio cuadrado a la izquierda de su selección.

Vote for one:

"The Legal Sale of All Alcoholic Beverages Including Mixed Beverages."

Vote por uno:

"La venta legal de todas las bebidas alcohólicas, incluyendo las bebidas mezcladas."

☐ FOR *A FAVOR*

☐ AGAINST *EN CONTRA*

SAMPLE
BALLOT

"ZOMBALL IN TOMBALL"

A 2ND SATURDAY EVENT FOR KIDS
OCTOBER 11 AT THE DEPOT
STARTING AT 5 PM

- WATCH "HOTEL TRANSYLVANIA" ON THE MONSTER-SIZED SCREEN AND "TRUNK-OR-TREAT" FOR GOODIES
- COME IN COSTUME FOR A SPECIAL GIFT WHILE SUPPLIES LAST
- VISIT THE GOTCHA GAZEBO, THE CREEPY CABOOSE AND THE MENACING MAZE **PRESENTED BY UNIVERSAL FENCE**
- MUSIC, FUN ACTIVITIES, GOTCHAS AND MORE, TOO!

THE DEPOT IS AT 201 S. ELM
STREET IN DOWNTOWN TOMBALL.



CALL 281-351-5484 OR VISIT TOMBALLTX.GOV FOR MORE INFORMATION. THEN "LIKE" US ON FACEBOOK AT WWW.FACEBOOK.COM/TOMBALLTEXANFORFUN

Regular City Council Agenda Item Data Sheet

Meeting Date: October 20, 2014

Topic:

Approve the Minutes of the October 6, 2014 Regular City Council Meeting and the October 13, 2014 Special City Council Meeting

Background:**Origination:**

City Secretary

Recommendation:

N/A

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

City Secretary

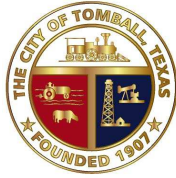
ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Draft Minutes of the October 6, 2014 Regular City Council Meeting

Draft Minutes of the October 13, 2014 Special City Council Meeting

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



MONDAY, OCTOBER 6, 2014

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 Hudgens
Councilman Stoll
Councilman Degges
Councilman Townsend
Councilman Klein Quinn

Others present:

City Manager – George Shackelford
Assistant City Manager/Police Chief – Robert Hauck
City Secretary – Doris Speer
City Attorney – Loren Smith
Fire Chief – Randy Parr
HR Director – Lisa Coe
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Senior Accountant – Kacie Richardson
Community Development Director – Craig Meyers
City Engineer – Lori Lakatos
City Planner - Harold Ellis
Community Events Coordinator/Community Center Manager – Rosalie Dillon
Community Development Coordinator – Amelia Vasquez
Executive Director-TEDC – Kelly Violette

- 2.0** The invocation was led by Pastor and Founder, Elder Edward V. Mathews, Newness of Life Church of God in Christ.
- 3.0** Pledges to U. S. and Texas Flags were led by Kamryn Grice, National American Miss Texas Jr. Pre-Teen 2014, and Ashtyn Grice, Miss Mini Bay Area 2014
- 4.0** No public comments were received.

- 5.0 A presentation of a \$2,000 check was made by Roger Matheson and Members of the Jerry Matheson Family (Judy Matheson Evans and husband, John; Kyle and Joy Matheson; Lance and Michelle Matheson; and Deana [nee Matheson] and Carl Phillpott) of a Donation to City Council for the Purchase of New Picnic Tables and BBQ Grills for the New Pavilion at Jerry Matheson Park

Mayor Fagan and Mayor Pro Tem Hudgens made the following presentations:

- Proclamation – “***Marine Lance Corporal Chris Masters***” Day to Lance Corporal Chris Masters and his family.
- Presentation of 2013 Comptroller’s Transparency Award – Platinum Level Award for Financial Transparency to Glenn Windsor
- Presentation of 2013 Comprehensive Annual Financial Report Award to Glenn Windsor

6.0 Reports and Announcements:

- October 7, 2014 – **Mayor’s Coffee, Cisco’s Salsa, Sol de Luna** – 5:30 p.m.-7:00 p.m.
- October 7, 2014 – **National Night Out** at the Depot – 6:00 p.m.-8:00 p.m.
- October 11, 2014 - **2nd Annual “Sherine’s Stride” 5K Run and 1-Mile Kids Run for Breast Cancer Awareness**
- October 11, 2014 – “***Zomball in Tomball***” – a 2nd Saturday at the Depot Event for Kids, starting at 5 p.m.
- October 20-24 and October 27-31, 2014 – Early Voting for **November 4, 2014 Local Option Election**
- October 25, 2014 – **3rd Annual Tomball Bluegrass Festival**
- **November 4, 2014 (Tuesday) – Local Option Election, City Hall, 7:00 a.m.-7:00 p.m.**
- November 8, 2014 – **6th Annual 5K Tomball Dash (Woodforest Bank)**
- **Walk Tomball!** – Every Saturday at **9:00 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:
 - Mike Baxter reported on the success of the **4th Annual Bugs, Brew & Barbeque Festival**
 - Craig Meyers introduced the new City Planner, Harold Ellis, and the new Community Development Coordinator, Amelia Vasquez

- 7.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of the September 15, 2014 Regular City Council Meeting.

Motion carried unanimously.

8.0 Old Business:

- 8.1 Motion was made by Councilman Townsend, second by Councilman Hudgens, to adopt, on Second Reading, Ordinance No. 2014-30, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of \$0.341455/\$100 Value Assessed for the Year 2014 on All Taxable Real and Personal Property Located in the City of Tomball, Texas; Providing for Penalty, Interest, and Additional Penalty on Taxes Not Timely Paid; and Providing Other

Matters Relating to the Subject. 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.

- 8.2 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to adopt, on Second Reading, Ordinance No. 2014-31, an Ordinance of the City of Tomball, Texas, Adopting and Enacting a New Code for the City of Tomball, Texas; Providing for the Repeal of Certain Ordinances not included Therein; Providing a Penalty for the Violation Thereof; Providing for the Manner of Amending Such Code; Providing when Such Code and This Ordinance shall become Effective; Directing Publication of the Caption of This Ordinance; Finding that the Meetings at which This Ordinance is Considered are Open to the Public; Providing for Severability and the Repeal of Conflicting Ordinances; and Providing Other Details Relating to the Passage of This Ordinance (Link to Code: <http://www.ci.tomball.tx.us/Archive.aspx?AMID=48>). 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.

- 8.3 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2014-33, an Ordinance Of The City Of Tomball, Texas, Amending Its Comprehensive Plan by Changing the Future Land Use Classification of Approximately 4.31 Acres of Land, Legally Described as Tract 2, Howe Tract, Within The City Of Tomball, Harris County, Texas, from High Density Residential to Employment/Office; Said Property Being Generally Located Between Michel Road and Theis Lane, West of Johnson Road; Providing for the Amendment Of The Comprehensive Plan of The City; Providing for Severability; Providing for a Penalty Of An Amount Not To Exceed \$2,000 for Each Day Of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters. Vote was as follows:

Councilman 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.

- 8.4 Motion was made by Councilman Townsend, second by Councilman Hudgens, to adopt, on Second Reading, Ordinance No. 2014-34, an Ordinance of The City of Tomball, Texas, Amending Its Zoning Ordinance by Changing the Zoning District Classification of Approximately 4.31 Acres of Land, Legally Described as Tract 2, Howe Tract, Within The City of Tomball, Harris County, Texas, from The Duplex District to The Commercial District; Said Property Being Generally Located Between Michel Road and Theis Lane, West of Johnson Road; Providing for The Amendment of The Official Zoning Map of The City; Providing for Severability; Providing for a Penalty of an Amount not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing For Other Related Matters. Vote was as follows:

Councilman 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.

- 8.5 Motion was made by Councilman Stoll, second by Councilman Townsend, to adopt on Second Reading and with the Designated Section corrected due to the revised numbering system in the newly adopted Code of Ordinances, Ordinance No. 2014-35, an Ordinance of The City of Tomball, Texas, Amending Its Zoning Ordinance by Amending **Section 50-82(b)** ("Use Charts") by Allowing a "Dance/Drama/Music Schools (Performing Arts, Martial Arts)" With a Conditional Use Permit in the Agricultural, Single-Family Estate Residential-20, Single-Family Residential-9, Single-Family Residential-6, Duplex, Multi-Family, and Manufactured Home Park Districts; 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 Matter. Vote was as follows:

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

Motion to adopt Ordinance No. 2014-35, with the Section corrected, carried, 3 votes Aye, 2 votes Nay.

9.0 New Business:

- 9.1 Motion was made by Councilman Degges, second by Councilman Stoll, to approve the Land Donation Agreement between BD Broussard Real Estate Partnership, Ltd. and the City of Tomball for Broussard Community Park, and to include the lead-based paint disclosure in the Agreement.

Motion carried unanimously.

- 9.2 Motion was made by Councilman Stoll, second by Councilman Townsend, to set October 13, 2014 at 4:00 p.m., with an alternate date of October 20, 2014 at 4:00 p.m., as the date and time for City Council Workshop to Discuss the City of Tomball Community Development Department Development Review Process Evaluation.

Motion carried unanimously.

- 9.3 Motion was made by Councilman Townsend, second by Councilman Hudgens, to approve the Appointment of Brent Peabody as Presiding Municipal Court Judge, to fulfill the unexpired term of Judge Andrea Walker, expiring August 31, 2016.

Motion carried unanimously.

- 9.4 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve Resolution No. 2014-22, a Resolution of the City of Tomball, Texas, Adopting a Master Fee Schedule for Fiscal Year 2014-2015, with the addition of a table of contents.

Motion carried unanimously.

- 9.5 Motion was made by Councilman Degges, second by Councilman Townsend, to approve Resolution No. 2014-23, a Resolution of the City Council of the City of Tomball, Texas for the Designation of a Representative and Alternate for the Houston-Galveston Area Council (H-GAC) 2015 General Assembly, appointing Councilman Townsend as the Representative and Councilman Stoll as the Alternate.

Motion carried unanimously.

- 9.6 Motion was made by Councilman Degges, second by Councilman Stoll, to approve Resolution No. 2014-24, a Resolution of the City of Tomball, Texas, Replacing the City of Tomball's Current Human Resources Policies and Employee Handbook in Its Entirety with the "Human Resources Handbook" and Repealing all other Resolutions or Parts of Resolutions Inconsistent or in Conflict Herewith; and Providing for Severability.

Motion carried unanimously.

- 9.7 Loren Smith requested that City Council consider Ordinance No. 2014-36 following the Executive Session.

- 9.8 Council recessed at 6:45 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. 551.072 – Deliberations Regarding Real Property

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

Upon reconvening in regular session at 9:16 p.m., the following items were considered and action taken:

- 9.7 Mayor Fagan announced that no action would be taken regarding consideration to adopt Ordinance No. 2014-36, an Ordinance Amending the Code of Ordinances of the City of Tomball, Texas by Amending Section 40-76, Utilities, of Article III, Design Standards, of Chapter 40, Plats and the Subdivision of Land, to Require all Utility Lines, Other than Electric Lines, to be Located Underground; to Require all Electric Distribution Lines to be Underground if the Customer Elects Such Pursuant to the Utility's Distribution Tariff; and to Require All Aboveground Electric Distribution Lines be Located Along the Perimeter of the Overall Subdivision Unless the Utility Determines Different Placement is Needed to Provide Safe and Reliable Electric Service; Providing a Penalty in an Amount Not to Exceed \$2,000 for Each Violation Hereof; and Providing for Severability; and Making Other Provisions and Findings Related Thereto.

No action taken.

- 9.9 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Employment and Appointment of Billy Tidwell as Chief of Police by the City Manager, Pursuant to Section 7.03 of the City Charter.

Motion carried unanimously.

- 9.10 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to approve the amendments to and extension of the employment contract for George Shackelford, City Manager for an additional year, to October 2016, with a 3 percent increase.

Motion carried unanimously.

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

Motion carried unanimously.

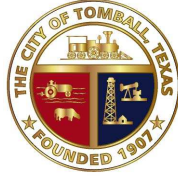
Meeting adjourned.

PASSED AND APPROVED this the _____ day of _____ 2014.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

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



MONDAY, OCTOBER 13, 2014

4:00 P.M.

1.0 Call to Order

The Council meeting was called to order at 4:00 p.m. by Mayor Fagan. Other members present:

Councilman Hudgens
Councilman Stoll
Councilman Degges
Councilman Townsend

Members absent:

Councilman Klein Quinn - Excused

Others present:

City Manager – George Shackelford
Assistant City Manager/Police Chief – Robert Hauck
City Secretary – Doris Speer
Community Development Director – Craig Meyers
City Engineer – Lori Lakatos
Fire Marshal – Doug Sangedolce
Marsh Darcy Partners – Sue Darcy, President
Marsh Darcy Partners – Alan Mueller

2.0 The following public comments were received:

Rodney Hutson, M.D. 9431 Rosie Lane, 77354	-	Expressed his appreciation regarding the review of the City's development plan review process and his hopes regarding implementation of the recommendations.
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3.0 Workshop Session:

3.1 City Council entered into a Workshop to Discuss the City of Tomball Community Development Department Development Review Process Evaluation, presented by Alan Mueller.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the _____ day of _____ 2014.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council Agenda Item Data Sheet

Meeting Date: October 20, 2014

Topic:

Consideration of a Revision to Section 40-76 of the Tomball Code of Ordinances:

Adopt of First Reading, Ordinance No. 2014-36, an Ordinance Amending the Code of Ordinances of the City of Tomball, Texas by Amending Section 40-76, Utilities, of Article III, Design Standards, of Chapter 40, Subdivisions, to Require all Utility Lines, Other than Electric Lines, to be Located Underground; to Require all Electric Distribution Lines to be Underground if the Customer Elects Such Pursuant to the Utility's Distribution Tariff; and to Require All Aboveground Electric Distribution Lines be Located Along the Perimeter of the Overall Subdivision Unless the Utility Determines Different Placement is Needed to Provide Safe and Reliable Electric Service; Providing a Penalty in an Amount Not to Exceed \$2,000 for Each Violation Hereof; and Providing for Severability; and Making Other Provisions and Findings Related Thereto.

Background:**Origination:**

City Attorney

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

Community Development Director

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

ATTACHMENTS:

Ordinance 2014-36

ORDINANCE NO. 2014-36

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF TOMBALL, TEXAS BY AMENDING SECTION 40-76, UTILITIES, OF ARTICLE III, DESIGN STANDARDS, OF CHAPTER 40, SUBDIVISIONS, TO REQUIRE ALL UTILITY LINES, OTHER THAN ELECTRIC LINES, TO BE LOCATED UNDERGROUND; TO REQUIRE ALL ELECTRIC DISTRIBUTION LINES TO BE UNDERGROUND IF THE CUSTOMER ELECTS SUCH PURSUANT TO THE UTILITY'S DISTRIBUTION TARIFF; AND TO REQUIRE ALL ABOVEGROUND ELECTRIC DISTRIBUTION LINES BE LOCATED ALONG THE PERIMETER OF THE OVERALL SUBDIVISION UNLESS THE UTILITY DETERMINES DIFFERENT PLACEMENT IS NEEDED TO PROVIDE SAFE AND RELIABLE ELECTRIC SERVICE; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH VIOLATION HEREOF; AND PROVIDING FOR SEVERABILITY; AND MAKING OTHER PROVISIONS AND FINDINGS RELATED THERETO.

* * * * *

WHEREAS, the City Council of the City of Tomball finds that it is in the best interest of the health, safety and welfare of its citizens for above-ground electrical distribution lines be located along the perimeter of subdivisions; and

WHEREAS, the City Council desires to amend Section 40-76 of the Tomball Code of Ordinances to require all above-ground electrical distribution lines to be located along the perimeter of the area within a recorded subdivision plat; now, therefore,

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

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

Section 2. Section 40-76, Utilities, of Article III, Design Standards, of Chapter 40, Subdivisions, of the Code of Ordinances of the City of Tomball, Texas is hereby amended by deleting the language struckthrough below and adding the language underscored below:

“Section 40-76. Utilities.

Adequate provision for all utilities shall be provided to the entire subdivision. All distribution and service lines of ~~single-phase electrical~~, telephone, television, and other wire-carrier type (other than electric) utilities shall be underground. Transformers, amplifiers, or similar devices associated with the underground lines (other than electric) shall be located upon the ground or below ground level. Where the underground placement of such facilities, other than electric facilities, is not a standard practice of the utility involved, the subdivider or developer shall ~~make arrangements with request~~ the applicable utility to place the facilities underground and shall pay for payment of all costs associated with the non-standard installation. ~~All e~~Electrical transmission and utility distribution ~~(other than single phase)~~, lines shall be underground if the customer elects such non-standard installation pursuant to the terms of the utility's distribution tariff. Electric distribution lines, if installed aboveground, shall be located along the perimeter of the overall subdivision unless the utility determines different placement is needed to provide safe and reliable electric service. All utility installations, other than electric, shall comply with the ‘City of Tomball Minimum Construction Standards for Community Improvements.’”

Section 3. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence, violate any provision of this Ordinance, shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2000. Each day of violation shall constitute a separate offense.

Section 4. It is the intent of the City that this Ordinance shall comply in all respects with the applicable provisions of the United States Constitution, the Texas Constitution, and the Charter of the City of Tomball. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law and the City's Home Rule Charter.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2014.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE _____ DAY OF _____ 2014.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Regular City Council

Agenda Item

Meeting Date: October 20, 2014

Data Sheet

Topic:

Consideration to Possible Action regarding **ZONING CASE P14-184**: Request by Clarus Hotels, Inc., on behalf of JTS Development, Ltd., for a Conditional Use Permit to operate a hotel/motel that is 59-feet, 3-inches in height. The property is approximately 2.2 acres, is legally described as Lot 2, Block 1, JTS Subdivision Final Plat, is generally located south of Medical Complex Drive, west of State Highway 249 Bypass, and is located in the General Retail District.

- Conduct a Public Hearing on **ZONING CASE P14-184**
- Adopt, on First Reading, Ordinance No. 2014-37, an Ordinance of the City Of Tomball, Texas, Amending its Comprehensive Zoning Ordinance by Granting a Conditional Use Permit (CUP) to JTS Development, Ltd. to Operate a Hotel/Motel that is 59-Feet, 3-Inches in Height; Said Property Being Approximately 2.2 Acres, and Being Legally Described as Lot 2, Block 1, JTS Subdivision Final Plat, Generally Located South of Medical Complex Drive, West of State Highway 249 Bypass; Providing Requirements and Conditions for this CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount not to Exceed Two Thousand Dollars For Violations Hereof; and Providing For Severability.

Background:

Mr. Vishal Mody, a representative of the applicant, contacted the City of Tomball regarding the construction of a 103-room Marriott Residence Inn and the desire to construct the hotel taller than the 42-feet maximum height permitted for the General Retail District. Mr. Mody was informed that additional height may be approved through City Council approval of a Conditional Use Permit.

On August 29, 2014, Mr. Mody submitted a Conditional Use Permit Application and concept plan requesting the proposed hotel be 59-feet, 3-inches in height.

On October 13, 2014, the Planning and Zoning Commission, after conducting a public hearing, unanimously recommended approval of Zoning Case P14-184.

Origination:

Clarus Hotels, Inc.

Recommendation:

Approval

Funding:

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

Community Development Department

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

ATTACHMENTS:

Ordinance No. 2014-37

Notice of Public Hearing

Property Owner Notification Letter

P14-184 Staff Report

ORDINANCE NO. 2014-37

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY GRANTING A CONDITIONAL USE PERMIT (CUP) TO JTS DEVELOPMENT, LTD. TO OPERATE A HOTEL/MOTEL THAT IS 59-FEET, 3-INCHES IN HEIGHT; SAID PROPERTY BEING APPROXIMATELY 2.2 ACRES, AND BEING LEGALLY DESCRIBED AS LOT 2, BLOCK 1, JTS SUBDIVISION FINAL PLAT, GENERALLY LOCATED SOUTH OF MEDICAL COMPLEX DRIVE, WEST OF STATE HIGHWAY 249 BYPASS; PROVIDING REQUIREMENTS AND CONDITIONS FOR THIS CUP; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS FOR VIOLATIONS HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

Whereas, the owner of approximately 2.2 acres of land, legally described as Lot 2, Block 1, JTS Subdivision Final Plat, generally located south of Medical Complex Drive, west of State Highway 249 Bypass, in the City of Tomball, Harris County, Texas, (the "Property"), has requested a CUP to operate a hotel/motel that is 59-feet, 3-inches in height; and

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

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

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

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

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

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

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

Section 2. A CUP to operate a hotel/motel that is 59-feet, 3-inches in height at the Property, in accordance with the concept plan, attached hereto as Exhibit “A,” and subject to the terms and conditions set forth below, is hereby granted to JTS Development, Ltd.

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

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

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

Section 6. The CUP authorized hereby shall be, and is, subject to the following additional limitations, restrictions, and conditions:

- 1) The site shall be developed and operated in substantial compliance with Exhibit “A.”

Section 7. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF OCTOBER 2014.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

SECOND READING:

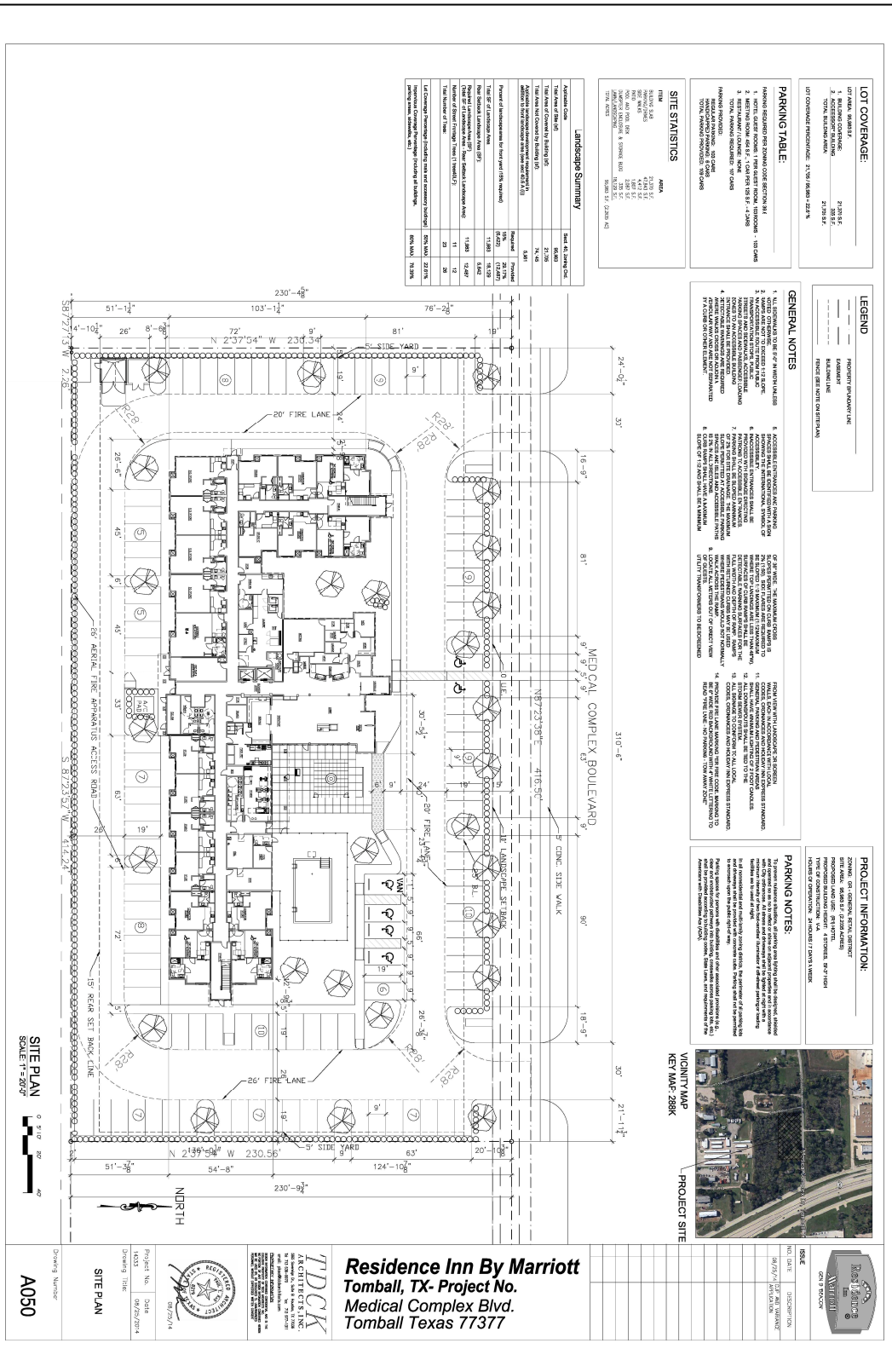
READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF NOVEMBER 2014.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



1. REF. TO HOLDING PLANT TO FACILITATE THE AT PILED SPACE ADJUSTMENTS
2. FOR ACCESSORY SCHEDULE REFER TO SPECIFICATIONS SECTION 28.00
3. FOR ELECTRIC SYMBOLS REFER TO SCHEDULE 003
4. FOR EXTERIOR FINISHES REFER TO EXTERIOR FINISH INDEX ON 31.13.6 IN PROJECT DESIGN MANUAL

1. GROUT - JANE, SPOITS TO HAVE 2" REINFORCED EMBEDMENT OF REINFORCING STEEL TO HAVE 2" NICE DIMENSIONS OUTSIDE JANT
2. CONCRETE TO BE TIGHT-LINED INTO DIMENSIONS AND SLOPE SHALL BE INDICATED BY STAKE AND STRING LINE. ALL REINFORCING STEEL SHALL BE PLACED INTO CONCRETE BEFORE CONCRETE IS PLACED. STEEL SHALL NOT BEND AGAINST ANYTHING.
3. JANT OF ALUMINUM WINDOWS (TYPICAL)
4. 2'-0" WIDE WINDOW CHASE AT JANT. ALUMINUM WINDOWS (TYPICAL)
5. 2'-0" WIDE WINDOW CHASE AT JANT. ALUMINUM WINDOWS (TYPICAL)
6. NOT USED

1	UNIT 001	UNIT 001	UNIT 001
2	UNIT 002	UNIT 002	UNIT 002
3	UNIT 003	UNIT 003	UNIT 003
4	UNIT 004	UNIT 004	UNIT 004
5	UNIT 005	UNIT 005	UNIT 005
6	UNIT 006	UNIT 006	UNIT 006
7	UNIT 007	UNIT 007	UNIT 007
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85	UNIT 085	UNIT 085	UNIT 085
86	UNIT 086</		

SYMBOL LEGEND

BASE COLOR SCHEME

51	SPARK COLOR 1
52	SPARK COLOR 2
53	SPARK COLOR 3
54	SPARK COLOR 4
57	SPARK WOODS

ATTRACTIVE COLOR SCHEME

55	SPARK COLOR 1
56	SPARK COLOR 1
57	SPARK COLOR 2
58	SPARK COLOR 3
59	SPARK COLOR 4
57	SPARK WOODS

[illegible]

Architectural floor plan of the first floor of the 'Dachstuhl' building. The plan shows a rectangular building with a central corridor and rooms on either side. The rooms are labeled with numbers 1 through 12. The building is situated on a plot with dimensions 100.00 m by 100.00 m. The plan includes a scale bar and a north arrow.

ARCHITECTS, INC.
3865 University Dr., Suite 800, Houston, TX 77056
Tel: 713-232-8873 Fax: 713-597-1261
web: www.architects-ha.com

CHICKEN & RICE RESTAURANT
3865 UNIVERSITY DRIVE, SUITE 800, HOUSTON, TX 77056
TEL: 713-232-8873 FAX: 713-597-1261
WWW.ARCHITECTS-HA.COM

A2.00

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
OCTOBER 13, 2014
&
CITY COUNCIL
OCTOBER 20, 2014**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 13, 2014, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, October 20, 2014, 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 P14-184: Request by Clarus Hotels, Inc., on behalf of JTS Development, Ltd., for a Conditional Use Permit to operate a hotel/motel that is 59-feet, 3-inches in height. The property is approximately 2.2 acres, is legally described as Lot 2, Block 1, JTS Subdivision Final Plat, is generally located south of Medical Complex Drive, west of State Highway 249 Bypass, and is located in the General Retail District.

ZONING CASE P14-186: Request by Jose Toriello, on behalf of Tennis Ventures, LLC, for a Conditional Use Permit to operate a tennis club which is classified in the Zoning Ordinance as a “Country Club (Private).” The property is approximately 4.02 acres, is legally described as Tract 64B-1, Tomball Outlots, is generally located north of East Hufsmith Road, west of Hospital Road, and is located in the Agricultural District.

Persons interested in these cases will be given an opportunity to be heard. Action by the P&Z serves as a recommendation to the City Council and is not a final action on the requests. Should the P&Z vote to table a decision/recommendation on these cases, the date and time of a future meeting will be specified and the City Council will not review the subject cases until such a decision/recommendation is forwarded to the City Council by the P&Z. The 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 9th day of October 2014 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.ci.tomball.tx.us.



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: P14-184

APPLICANT: Clarus Hotels, Inc., on behalf of JTS Development, Ltd.

LOCATION: South of Medical Complex Drive, west of State Highway 249 Bypass

PROPOSAL: Request for a Conditional Use Permit to operate a hotel/motel that is 59-feet, 3-inches in height. The property is approximately 2.2 acres, is legally described as Lot 2, Block 1, JTS Subdivision Final Plat, and is located in the General Retail District.

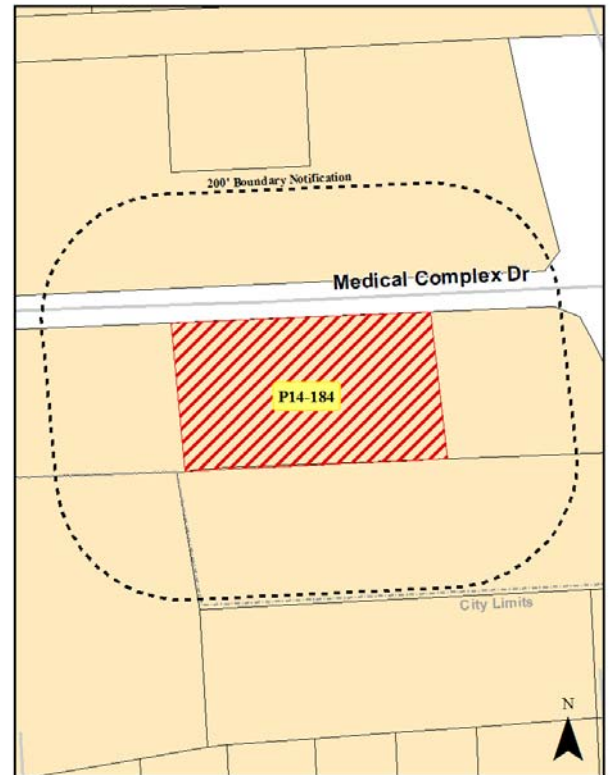
CONTACT: Rodney Schmidt

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 inspection Monday through Friday, holidays excepted, 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.

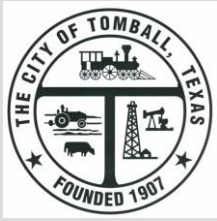


**Planning & Zoning Commission
Public Hearing:
Monday, October 13, 2014, 6:00 PM**

**City Council Public Hearing:
*Monday, October 20, 2014, 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.



Conditional Use Permit (CUP) Staff Report

Planning & Zoning Commission Hearing Date: October 13, 2014

Rezoning Case: P14-184
Property Owner(s): JTS Development, Ltd.
Applicant(s): Clarus Hotels, Inc.
Legal Description: Lot 2, Block 1, JTS Subdivision Final Plat
Location: South of Medical Complex Drive, west of State Highway 249 Bypass (Exhibit "A")
Area: 2.2 acres
Comp Plan Designation: Mixed Use (Exhibit "B")
Present Zoning and Use: General Retail (Exhibit "C") / Undeveloped land (Exhibit "D")
Proposed Use(s): Hotel
Request: CUP to allow a hotel 59-feet, 3-inches in height
Adjacent Zoning & Land Uses:
North: General Retail District / Medical Complex Drive and undeveloped land
South: General Retail District / Undeveloped land
West: General Retail District / Undeveloped land
East: General Retail District / Undeveloped land

BACKGROUND

On August 18, 2014, City staff spoke with Vishal Mody, a representative of the applicant, regarding the construction of a 103-room Marriot Residence Inn at the subject site. Mr. Mody informed City staff of his desire to construct the hotel taller than the 42-foot maximum permitted for the General Retail District. City staff informed Mr. Mody that he could request a height in excess of this limit through a CUP per Section 27.3.A.3 of the Zoning Ordinance.

On August 29, 2014, Mr. Mody submitted his CUP application (Exhibit "E") and concept plan (Exhibit "F") requesting the proposed hotel be 59-feet, 3-inches in height.

ANALYSIS

When considering applications for a CUP, the City shall, on the basis of the concept plan and other information submitted, evaluate the impact of the CUP on, and the compatibility of the use with, surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. Specific considerations shall include the extent to which:

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

The Comprehensive Plan identifies the subject site as “Mixed Use” which “is intended to include a mix of office, retail/commercial, and high density residential uses in a master planned, integrated manner.” Because the Mixed Use classification intends for uses to “be located within a development, either horizontally or vertically in form” and vertically constructed mixed use developments are typically at least four-stories and approximately 60-feet in height, the request does not appear to be inconsistent with the Comprehensive Plan.

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

The proposed use of the site as a hotel is permitted by right in the General Retail District and therefore appears to be consistent with the general purpose and intent of the General Retail District. The request to allow the hotel to be 59-feet, 3-inches in height also appears to be consistent with the general purpose and intent of the General Retail District. This district, like all others, establishes height limits to maintain similar building mass and scale. In this situation, the requested height does not appear to be out of character with other hotels in the area, does not appear to be out of character with the surround building mass and scale because the surround properties are undeveloped, and is not anticipated to be out of character with surrounding buildings if they are constructed at the 42-foot maximum permitted by the General Retail District.

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

Should the CUP application be approved, the applicant will be required to submit a full site plan application, and supporting documents, to the City for review and approval before construction. The site improvements proposed on the concept plan appear to be generally consistent with the Zoning Ordinance.

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

The requested height does not appear to be out of character with other hotels in the area, does not appear to be out of character with the surround building mass and scale because the surround properties are undeveloped, and is not anticipated to be out of character with surrounding buildings if they are constructed at the 42-foot maximum permitted by the General Retail District. Additionally, the concept plan proposes the hotel be located towards the center of the property, well in excess of the minimum side and rear building setbacks, which appears to make this proposal even more compatible with any future adjacent developments.

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

The request does not appear to be materially detrimental to the public health, safety, convenience and welfare, or result in material damage or prejudice to other property in the vicinity.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on October 2, 2014. No public comment forms have been received as of October 8, 2014.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends **APPROVAL** of Zoning Case P14-184, subject to the following condition of approval:

- 1) The site shall be developed and operated in substantial compliance with Exhibit “F.”

EXHIBITS

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

Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan

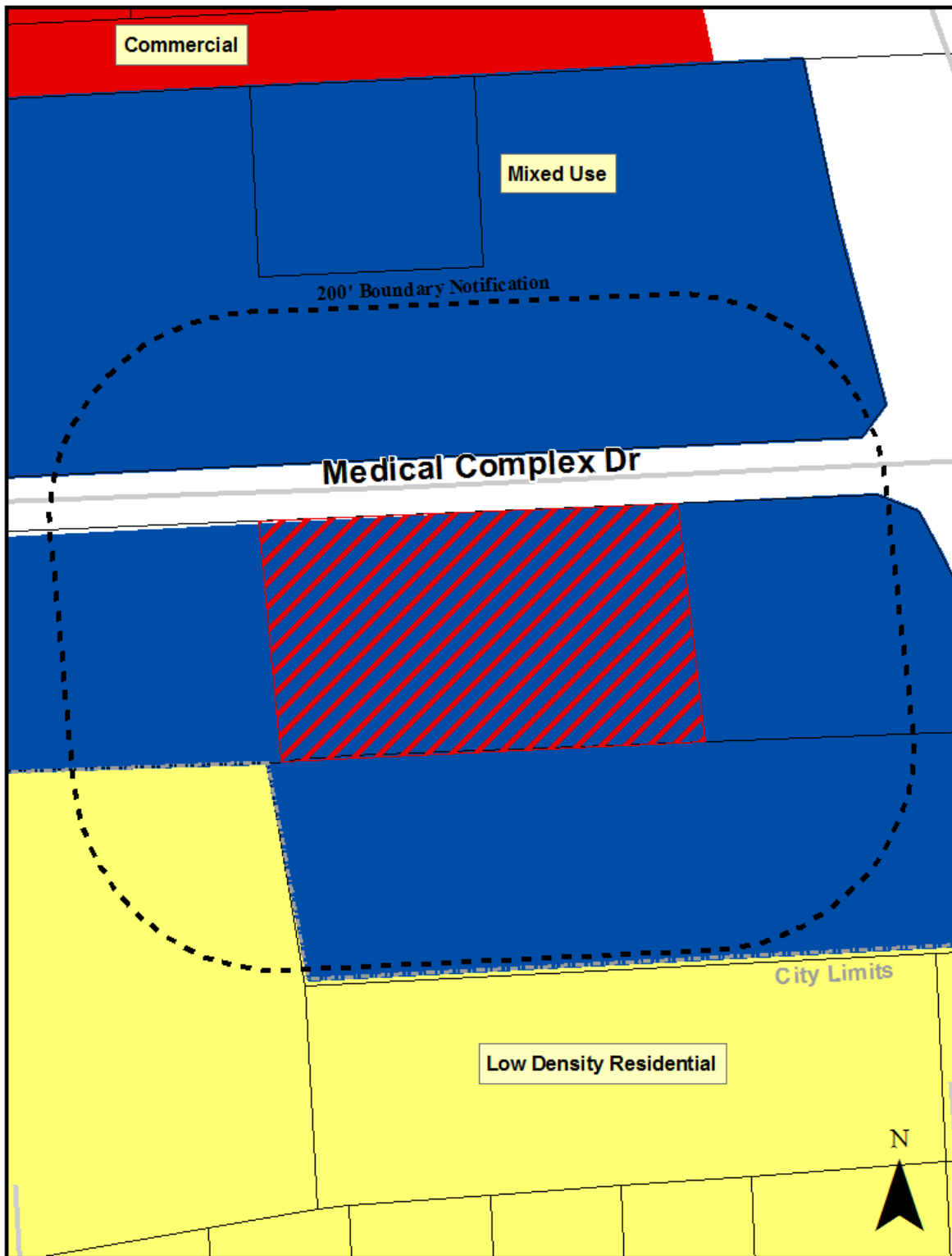


Exhibit "C"
Zoning Map

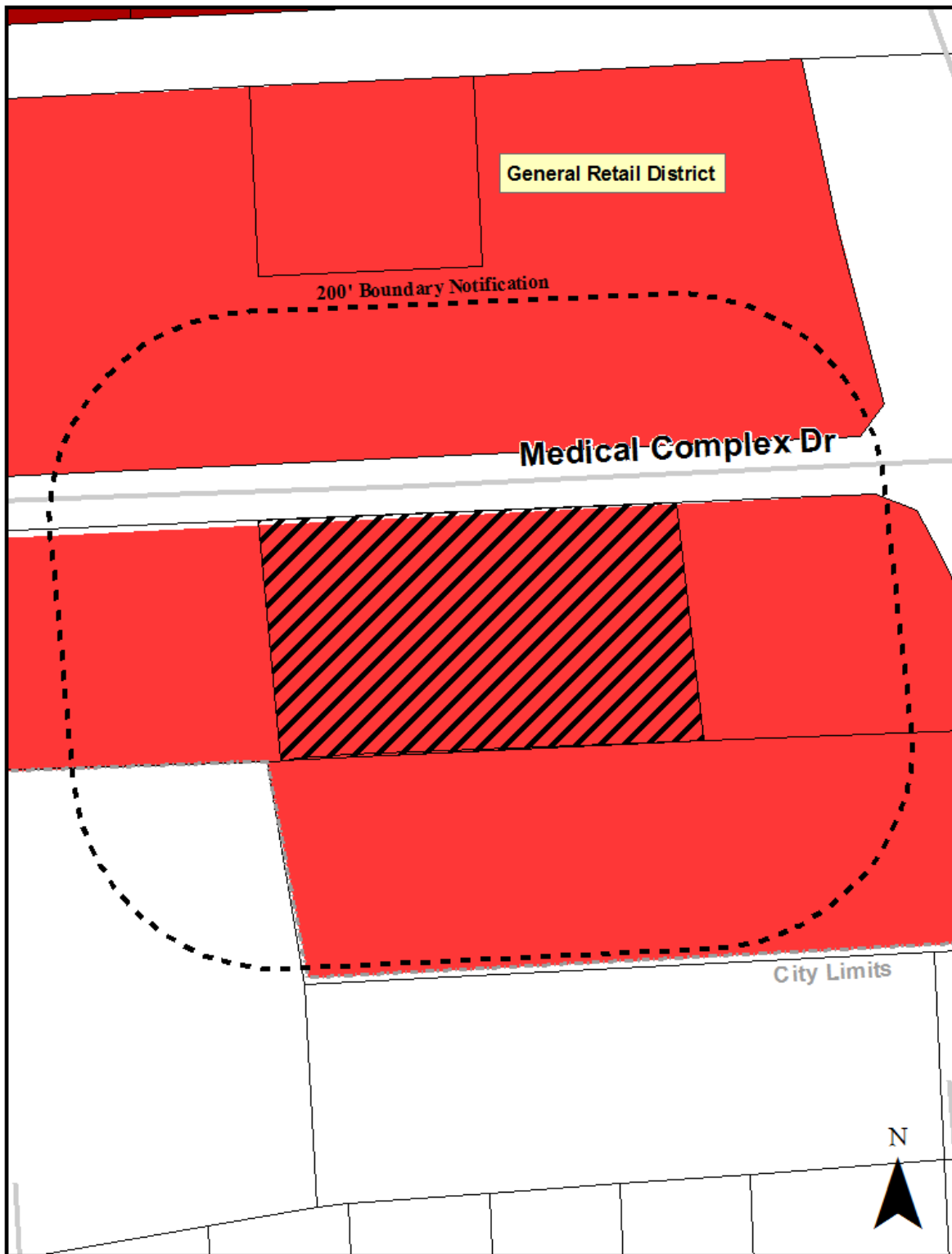


Exhibit “D”
Site Photo



Exhibit "E"
CUP Application

P14-184

Revised 1/20/09



**APPLICATION FOR
CONDITIONAL USE PERMIT**
Engineering & Planning Department

A conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions. This Section sets forth the standards used to evaluate proposed conditional uses and the procedures for approving conditional use permit (CUP) applications.

No conditional use shall be established and no building permit shall be issued for any use designated as a conditional use within any zoning district until a conditional use permit (CUP) is approved and issued in accordance with the provisions of this Section and Section 10 of The Zoning Ordinance.

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: CLARUS HOTELS INC; VISHAL MOOY Title: VICE PRESIDENT
Mailing Address: 16618 SEMINOLE RIDGE DR City: CYPRESS State: TX
Zip: 77433
Phone: (817) 296-8474 Fax: (281) 295-1778 Email: VMOOY@CLARUSHOTELS.COM

Owner

Name: JTS DEVELOPMENT LTD; JEFF STALLONES Title: _____
Mailing Address: 46 PALMER CREST City: THE WOODLANDS State: TX
Zip: 77380
Phone: (713) 899-4710 Fax: () Email: JEFFSTALLONES@GMAIL.COM

Engineer/Surveyor (if applicable)

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

Description of Proposed Project: MANHATTAN RESIDENCE TOWN HOTEL

Physical Location of Property: ABOUT 400 FT WEST OF THE SWC OF MEDICAL COMPLEX # SH 249
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR 1B & 8F-1, ABST 375 JM HOPPER, ~~ORIGINAL~~ WILL SUPPLY EXACT
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block] DESCRIPTION AS
SOON AS SURVEY
SURVEYOR IS
COMPLETE

HCAD Identification Number: 0430410000205 **Acreage:** Approx 2.2

Current Use of Property: VACANT LAND

Proposed Use of Property: * 59'3" hotel

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.

** Revised on 9-5-14 per applicant's permission*

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

www.ci.tomball.tx.us

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

☒	<u>Urz</u>	<u>8/28/2014</u>
	Signature of Applicant	Date
☒	<u>Jeff Steen</u>	<u>8-28-14</u>
	Signature of Owner	Date



ClarusHotels

16618 Seminole Ridge Drive
Cypress, Texas 77433

Tomball Planning and Zoning

501 James Street

Tomball, Texas 77375

Re: Marriott Residence Inn Conditional Use Permit

To whom it may concern:

We would like to request a waiver on the height restriction set on the land in question located at Medical Complex Drive. We are developing a 103 room upscale Marriott Residence Inn hotel on the proposed site and would like to go up four stories with the building. We believe this height will give the building a very nice look and be a great start to the development on west Medical Complex Drive. Please accept this letter as our formal request to build a four story hotel.

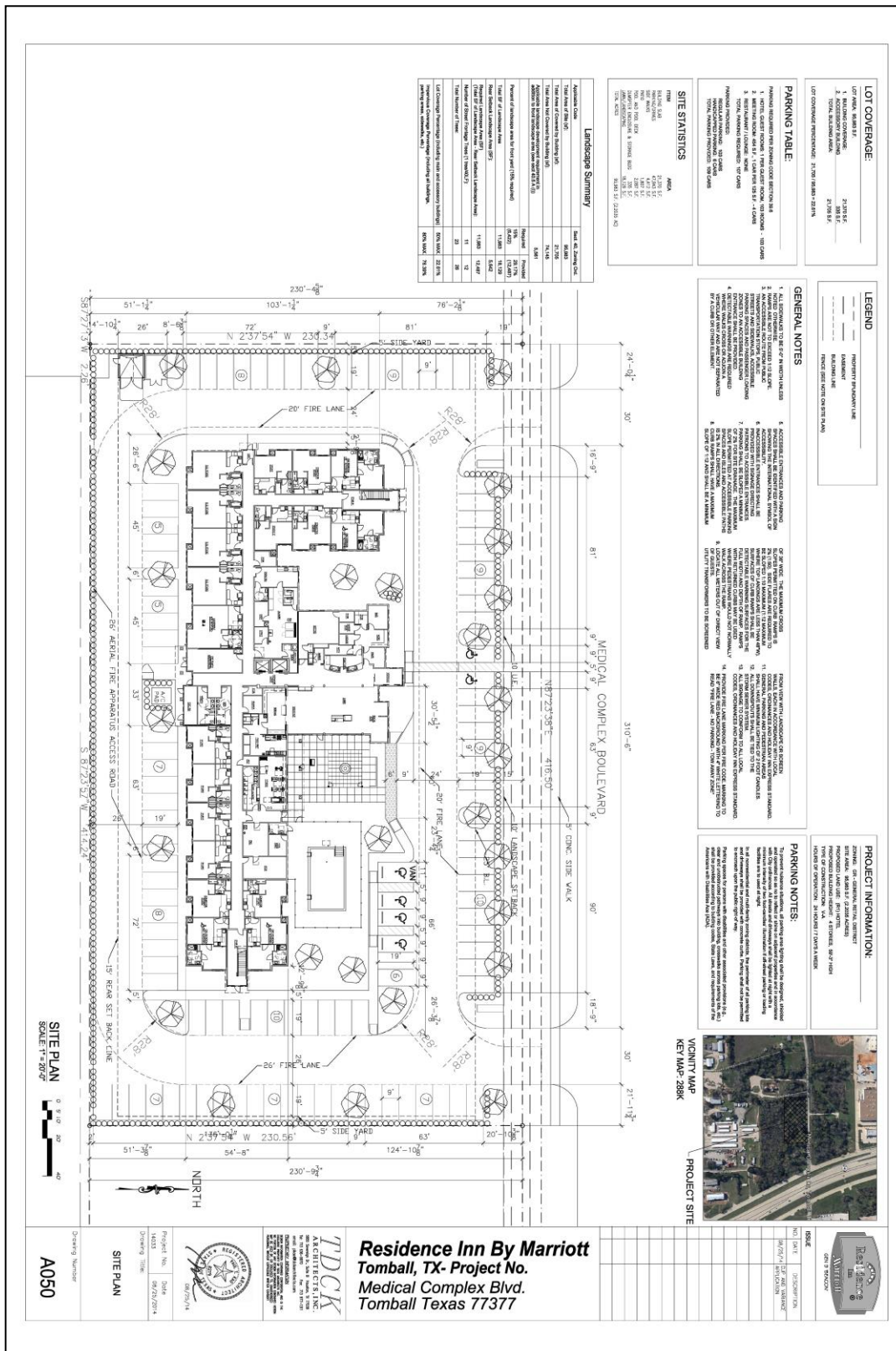
Thank you,

Vishal Mody

Tel: 817-296-8474, Fax: 281-295-1778, visit us at www.clarushotels.com



Page 48 of 183



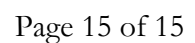


TDC
ARCHITECTS, INC.
5801 Swayze Pl., Suite B, Houston, TX 77058
Tel: 713-531-8870 Fax: 713-531-7371
e-mail: info@tdcarchitects.com

OUTSTANDING REPUTATION
TDC ARCHITECTS HAS BEEN CHARTERED, AS OF 2004, BY THE NATIONAL ASSOCIATION OF ARCHITECTS (NAA) AS A MEMBER FIRM OF THE NATIONAL BOARD OF ARCHITECTS (NBA). THE NAA AND NBA ARE THE ONLY ORGANIZATIONS OF THEIR KIND IN THE WORLD.

08/29/14	Project No. 14033	Date 08/29/2014
Drawing Title: BUILDING ELEVATIONS		
Drawing Number		

A2.01



Regular City Council

Agenda Item

Meeting Date: October 20, 2014

Data Sheet

Topic:

Consideration and Possible Action regarding **ZONING CASE P14-186**: Request by Jose Toriello, on behalf of Tennis Ventures, LLC, for a Conditional Use Permit to operate a tennis club which is classified in the Zoning Ordinance as a "Country Club (Private)." The property is approximately 4.02 acres, is legally described as Tract 64B-1, Tomball Outlots, is generally located north of East Hufsmith Road, west of Hospital Road, and is located in the Agricultural District.

- Conduct a Public Hearing on **ZONING CASE P14-186**
- Adopt, on First Reading, Ordinance No. 2014-38, an Ordinance of the City of Tomball, Texas, Amending its Comprehensive Zoning Ordinance by Granting a Conditional Use Permit (CUP) to Tennis Ventures, LLC. to Operate a "Country Club (Private);" Said Property Being Approximately 4.02 Acres, and Being Legally Described as Tract 64B-1, Tomball Outlots, Generally Located North of East Hufsmith Road, West of Hospital Road; Providing Requirements and Conditions for this CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount not to Exceed Two Thousand Dollars for Violations Hereof; and Providing For Severability.

Background:

On September 2, 2014, Mr. Toriello submitted a Conditional Use Permit Application and concept plan proposing a tennis club and academy in the Agricultural District. The use is defined as "Country Club (Private)" which is permitted in the Agricultural District with City Council's approval of a Conditional Use Permit.

On October 13, 2014, the Planning and Zoning Commission, after conducting a public hearing, unanimously recommended approval of Zoning Case P14-186.

Origination:

Jose Toriello

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. 2014-38

Notice of Public Hearing

Property Owner Notification Letter

P14-186 Staff Report

ORDINANCE NO. 2014-38

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY GRANTING A CONDITIONAL USE PERMIT (CUP) TO TENNIS VENTURES, LLC TO OPERATE A "COUNTRY CLUB (PRIVATE);" SAID PROPERTY BEING APPROXIMATELY 4.02 ACRES, AND BEING LEGALLY DESCRIBED AS TRACT 64B-1, TOMBALL OUTLOTS, GENERALLY LOCATED NORTH OF EAST HUFSMITH ROAD, WEST OF HOSPITAL ROAD; PROVIDING REQUIREMENTS AND CONDITIONS FOR THIS CUP; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS FOR VIOLATIONS HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

Whereas, the owner of approximately 4.02 acres of land, legally described as Tract 64B-1, Tomball Outlots, generally located north of East Hufsmith Road, west of Hospital Road, in the City of Tomball, Harris County, Texas, (the "Property"), has requested a CUP to operate a "Country Club (Private);" and

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

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

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

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

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

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

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

Section 2. A CUP to operate a “Country Club (Private)” at the Property, in accordance with the concept plan, attached hereto as Exhibit “A,” and subject to the terms and conditions set forth below, is hereby granted to Tennis Ventures, LLC.

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

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

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

Section 6. The CUP authorized hereby shall be, and is, subject to the following additional limitations, restrictions, and conditions:

- 1) The site shall be developed and operated in substantial compliance with Exhibit “A.”

Section 7. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF OCTOBER 2014.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

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 3RD DAY OF NOVEMBER 2014.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Exhibit “A” Concept Plan

[illegible]

Tony Swonke Land Surveying
700 Kane St. Tomball, Tx 77375
Phone) 281.351.789

*Business Hours:
Monday to Saturday from 7:00AM to 5:00PM



SITE PLAN

Tennis Venture LLC

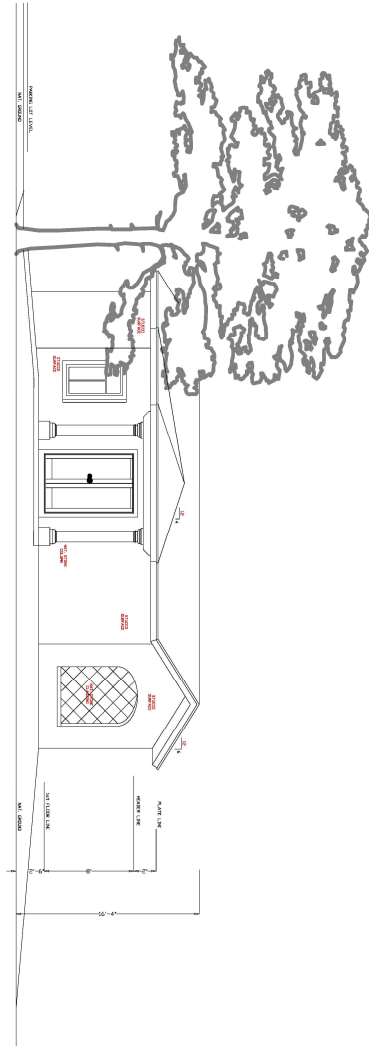
43 Golden Orchard Place, The Woodlands, Tx 77354

No.	Revision/Issue	Date
02	Tomball CUP Review	2/19/11

All in Natural Stone LLC
14863 Hwy 105 W
Montgomery, Tx

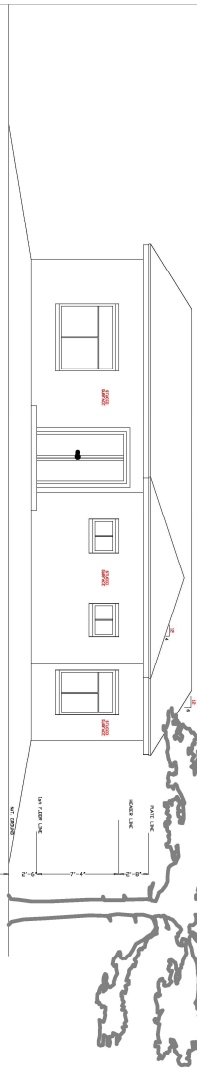
TENNIS VENTURE LLC
Easi HuffSmith Rd
Track 64B-1
Tomball, Tx

Project	Sheet
Date	S1
Scale	
1 / 400	



PROPOSED FRONT ELEVATION

SEC. 1/4" = 1' - 0"



PROPOSED BACK ELEVATION

SEC. 1/4" = 1' - 0"

General Notes

Tennis Venture LLC
43 Golden Orchard Plac, The Woodlands, Tx 77354

**PROPOSED :
ELEVATIONS**

NO.	PROPOSED / REVISION	DATE
1		

Prepared by: [Name]
All in Natural Stone LLC
14663 Hwy 105 W
Montgomery, Tx

Tennis Venture LLC
Elliott Johnson Rd
Tomball, Tx

Scale: 1/4" = 1'
A2

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
OCTOBER 13, 2014
&
CITY COUNCIL
OCTOBER 20, 2014**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 13, 2014, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, October 20, 2014, 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 P14-184: Request by Clarus Hotels, Inc., on behalf of JTS Development, Ltd., for a Conditional Use Permit to operate a hotel/motel that is 59-feet, 3-inches in height. The property is approximately 2.2 acres, is legally described as Lot 2, Block 1, JTS Subdivision Final Plat, is generally located south of Medical Complex Drive, west of State Highway 249 Bypass, and is located in the General Retail District.

ZONING CASE P14-186: Request by Jose Toriello, on behalf of Tennis Ventures, LLC, for a Conditional Use Permit to operate a tennis club which is classified in the Zoning Ordinance as a “Country Club (Private).” The property is approximately 4.02 acres, is legally described as Tract 64B-1, Tomball Outlots, is generally located north of East Hufsmith Road, west of Hospital Road, and is located in the Agricultural District.

Persons interested in these cases will be given an opportunity to be heard. Action by the P&Z serves as a recommendation to the City Council and is not a final action on the requests. Should the P&Z vote to table a decision/recommendation on these cases, the date and time of a future meeting will be specified and the City Council will not review the subject cases until such a decision/recommendation is forwarded to the City Council by the P&Z. The 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 9th day of October 2014 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.ci.tomball.tx.us.



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: P14-186

APPLICANT: Jose Toriello, on behalf of Tennis Ventures, LLC

LOCATION: North of East Hufsmith Road, west of Hospital Road

PROPOSAL: Request for a Conditional Use Permit to operate a tennis club which is classified in the Zoning Ordinance as a "Country Club (Private)." The property is approximately 4.02 acres, is legally described as Tract 64B-1, Tomball Outlots, and is located in the Agricultural District.

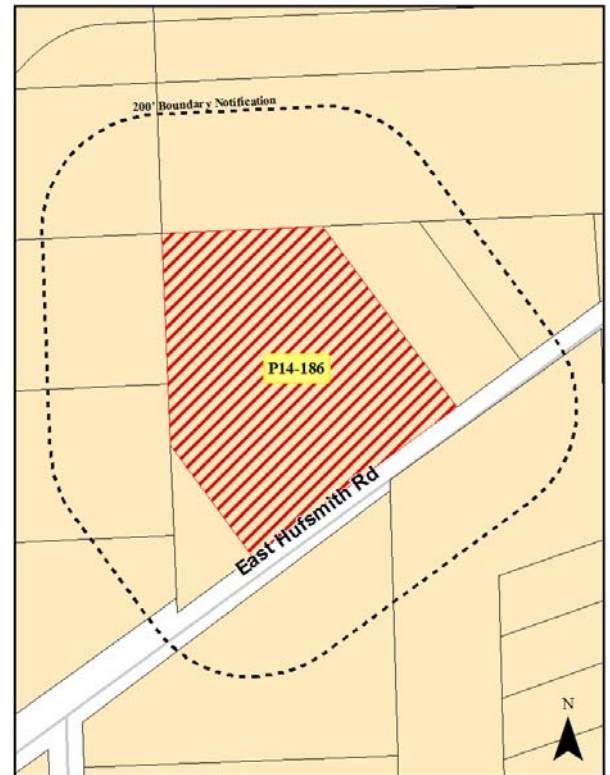
CONTACT: Rodney Schmidt

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 inspection Monday through Friday, holidays excepted, 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.

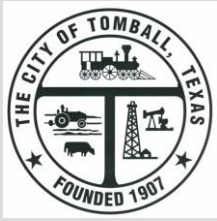


**Planning & Zoning Commission
Public Hearing:
Monday, October 13, 2014, 6:00 PM**

**City Council Public Hearing:
*Monday, October 20, 2014, 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.



Conditional Use Permit (CUP) Staff Report

Planning & Zoning Commission Hearing Date: October 13, 2014

Rezoning Case: P14-186
Property Owner(s): Tennis Ventures, LLC
Applicant(s): Jose Toriello
Legal Description: Tract 64B-1, Tomball Outlots
Location: North of East Hufsmith Road, west of Hospital Road (Exhibit "A")
Area: 4.02 acres
Comp Plan Designation: Rural Residential (Exhibit "B")
Present Zoning and Use: Agricultural (Exhibit "C") / Undeveloped (Exhibit "D")
Proposed Use(s): Country Club (Private)
Request: CUP to allow a private tennis club and academy

Adjacent Zoning & Land Uses:

North: Agricultural District / Undeveloped

South: SF-6 and Agricultural Districts / East Hufsmith Road and undeveloped

West: Agricultural and SF-20-E Districts / Single-family residence, undeveloped, and private baseball club and academy

East: Agricultural District / Single-family residence and animal shelter

BACKGROUND

On August 7, 2014, City staff met with the applicant, Jose Toriello, to discuss the possible construction of a private tennis club and academy. City staff informed the applicant of the following:

- The proposed use is classified as a "Country Club (Private)" per Section 38.2 of the Zoning Ordinance;
- The property is zoned Agricultural District; and
- The "Country Club (Private)" use is only permitted in the Agricultural District with a CUP.

On September 2, 2014, Mr. Toriello submitted his CUP application (Exhibit "E") and concept plan (Exhibit "F") requesting the private tennis club and academy.

ANALYSIS

According to Section 37.6 of the Zoning Ordinance, when considering applications for a CUP, the City shall, on the basis of the concept plan and other information submitted, evaluate the impact of the conditional use on, and the compatibility of the use with, surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. Specific considerations shall include the extent to which:

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

The Comprehensive Plan identifies the subject site as Rural Residential which “includes residential developments on minimum 1 acre lots that allows up to one house per acre lot. The intent is to provide for a rural lifestyle as well as to encourage appropriate development due to environmental constraints such as waterways, floodplains, and other features.” The proposed use appears to be consistent with the Comprehensive Plan for the following reasons:

- Although private tennis clubs and academies are not specifically mentioned in the Rural Residential section of the Comprehensive Plan as an envisioned use, this request is a use permitted by CUP in the Agricultural District which is the district most compatible with the Rural Residential classification.
- The location of the structures, hours of operation, landscaping, and screening/buffering mechanisms proposed on the concept plan appear to minimize the impact of the use on adjacent Rural Residential properties.
- Two of the nearby properties are designated in the Comprehensive Plan as “Parks” which is described as “mini, neighborhood, community, or regional parks that are both active and passive recreational areas. This can include both publicly and privately owned parks, open spaces, and recreation areas. Park and open space uses are also appropriate in all residential land use designations.” This private, park-like use appears to be consistent with the nearby Parks classification. Additionally, Rural Residential is considered a “residential land use designation” and therefore appears to be consistent with the proposed use.

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

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

The external effect of the proposed use on the existing and planned uses of adjoining property and neighborhood appear to be mitigated through the location of the structures, hours of operation, landscaping, and screening/buffering mechanisms proposed on the concept plan.

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

Should the CUP application be approved, the applicant will be required to submit a full site plan application, and supporting documents, to the City for review and approval before construction. The site improvements proposed on the concept plan appear to be generally consistent with the Zoning Ordinance.

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

The proposed use appears to be compatible with and preserves the character and integrity of the adjacent development and neighborhood through the location of the structures, hours of operation, landscaping, and screening/buffering mechanisms proposed on the concept plan.

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

The proposed uses and concept plan do not appear to be materially detrimental to the public health, safety, convenience and welfare, or result in material damage or prejudice to other property in the vicinity.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on October 2, 2014. No public comment forms have been received as of October 8, 2014.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends **APPROVAL** of Zoning Case P14-186, subject to the following condition of approval:

- 1) The site shall be developed and operated in substantial compliance with Exhibit "F."

EXHIBITS

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

Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan

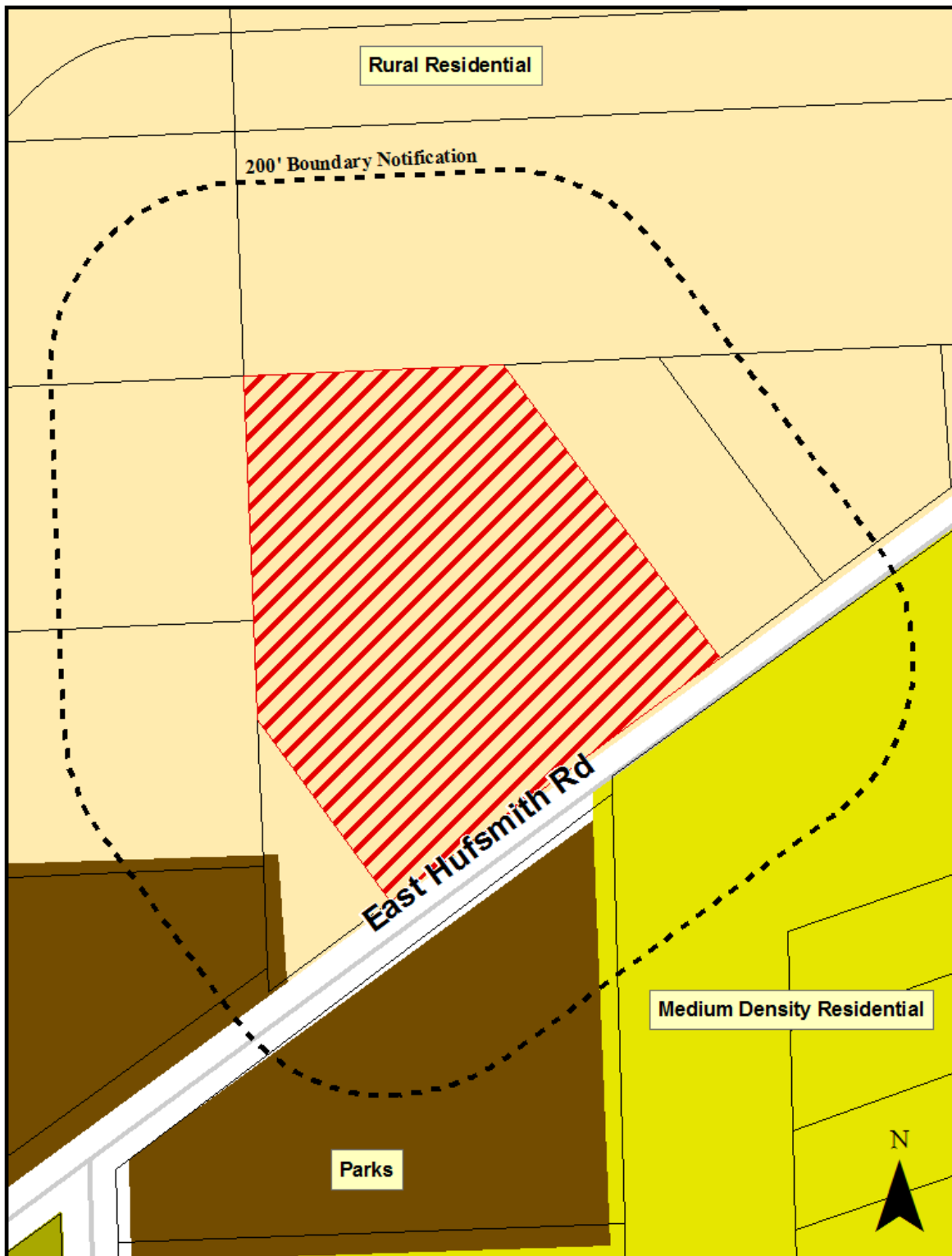
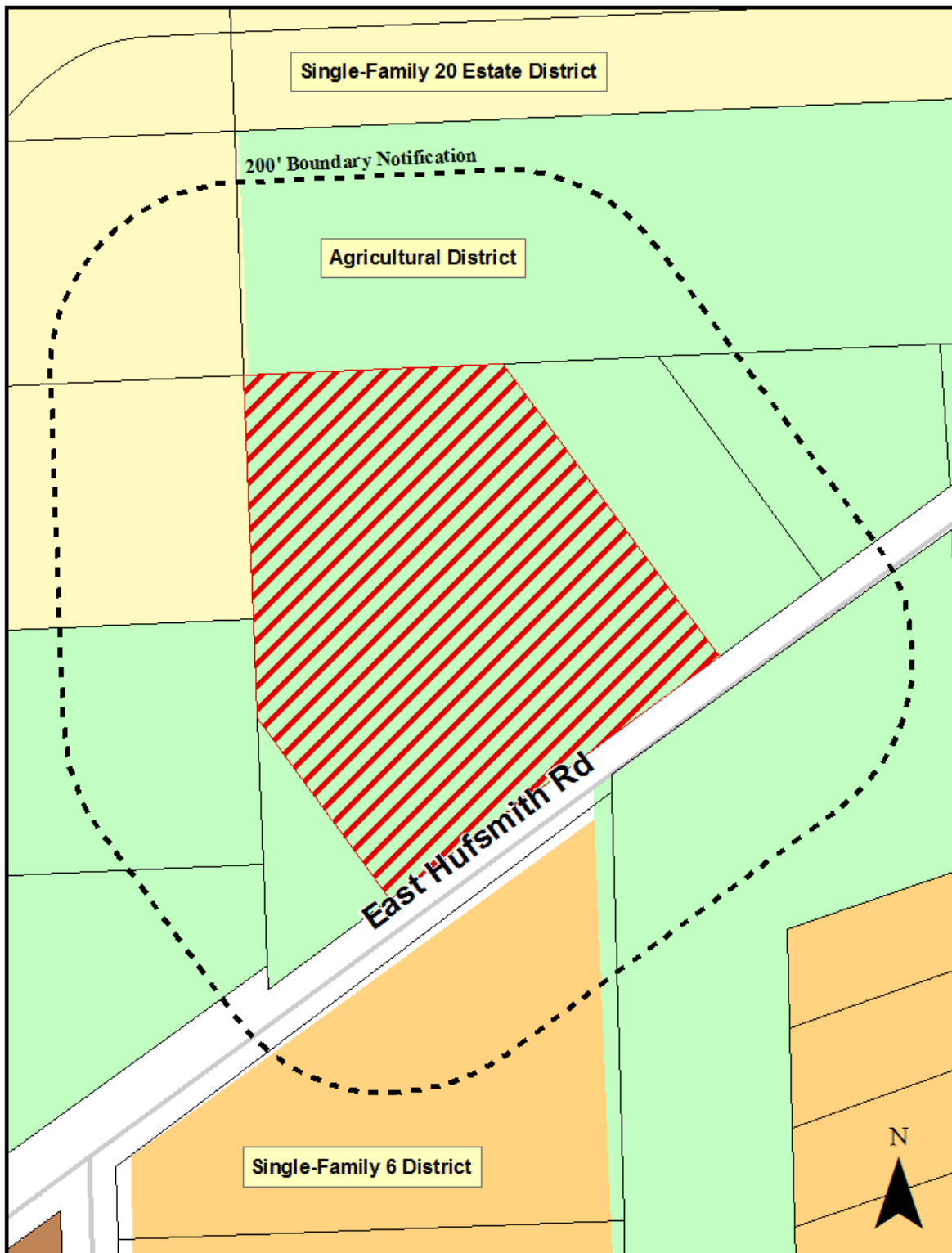


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photo**

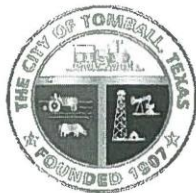


Figure 1: Subject site.
Source: City of Tomball

Exhibit "E"
CUP Application

P14-186

Revised 1/20/09



**APPLICATION FOR
CONDITIONAL USE PERMIT**
Engineering & Planning Department

A conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions. This Section sets forth the standards used to evaluate proposed conditional uses and the procedures for approving conditional use permit (CUP) applications.

No conditional use shall be established and no building permit shall be issued for any use designated as a conditional use within any zoning district until a conditional use permit (CUP) is approved and issued in accordance with the provisions of this Section and Section 10 of The Zoning Ordinance.

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: JOSE TORIELLO Title: ARCHITECT.
Mailing Address: 14863 HWY 105 W. City: MONTGOMERY State: TX
Zip: 77356 Email: JTORIELLO@ALLINNATURALSTONE.COM.
Phone: (936) 718 1489 Fax: (936) 230 3646

Owner

Name: TENNIS VENTURE LLC Title: OWNER
Mailing Address: 43 GOLDEN ORCHARD PL City: WOODLANDS State: TX
Zip: 77354 Email: BLUEBENCEBU@YAHOO.COM.
Phone: (832) 671 4519 Fax: (832) 521-3439

Engineer/Surveyor (if applicable)

Name: TONY SWONKE Title: LAND SURVEYING.
Mailing Address: 700 KANE ST. City: TOMBALL State: TX
Zip: 77375 Email: TONYSWONKE@GMAIL.COM.
Phone: (281) 351 7789 Fax: ()

Description of Proposed Project: TENNIS CLUB

Physical Location of Property: EAST HUFFSMITH RD, TRACT 64B1, TOMBALL

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

Legal Description of Property: RALPH HUBBARD SURVEY, ABSTRACT N-383, H.C.
PART OF LOT 64 [Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 0352820000176 Acreage: 4.017

Current Use of Property: AGRICULTURAL.

Proposed Use of Property: CONDITIONAL COMMERCIAL
COUNTRY CLUB (PRIVATE.)

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
Signature of Applicant

09-02-14

Date

X
Signature of Owner

09-02-14

Date

09/02/2014

CITY OF TOMBALL
Engineering and Planning Department

To Whom it May Concern;

Tennis Venture LLC is the applicant company for the city of Tomball tx. Masters International Tennis Academy will be the company operating the business on the Facility.

Masters International Tennis Academy

Is a Tennis Club that will provide different varieties of Adult and Junior Programs. We will serve quality training by carrying one of the best tennis coaches of Texas. We use worldwide trainings techniques which makes us unique. We use Russian Style Mental Training, Technical exercises from Germany, Footwork Drills from Spain and South America, and of course the Team Work and Motivation from the United States.

Giovanni Halman

Originally from Munich Germany
Former NCAA tennis player and National Champion.
Former Professional player
Trained top ranked Texas players.
Number 1 girl in Texas 12' 16' and 18's
Trained David Lou 15th In the United States and world ranked players.

Oscar Ortiz

Former ATP player a ranking as high as of 139 in the world singles
115 doubles, played in the Olympics and players such as Andre Agassi.
Main draw US Open
Head coach of the Mexican Davis cup team
Trained top ranked world junior players

MITA will be a facility that will use a Clay surface for the courts. Why use Clay Courts?

Clay Court is one of the most difficult surfaces to move on and much healthier to train on, especially with our young athletes who have a long career ahead of them. Mastering the movement on Clay Courts will be able to help improve each player on every other surface. If you know about the World Dominating training in Europe, almost all players come from a Clay Court surface trainings atmosphere. We strongly believe that each player should know how to master their movement on the Clay Court and will be naturally able to move successfully on the Hard Court and Grass atmosphere.
FLORIDA & CALIFORNIA are heavily known for training many players on Clay Court Surfaces.

Our main customers will be Juniors from age of 4 all the way to adults 50 and up. The city of Tomball is an excellent location for us because we carry clients from all over Houston. It would also benefit Tomball to have people from other areas like the Woodlands, Houston (Galleria), Gleanloch Farms and North Gate that are strongly committed to their areas, getting used to the Tomball area and help the city grow. Tomball is not known for strong tennis and we will change that. This will also help for Tomball High School's programs to get better and compete better against their competition - WOODLANDS, SPRING. MAGNOLIA, etc.....

We will make a huge difference for the Tomball District in this sport.

Our business hours will be from 7 a.m. - 9 p.m. and we will be hosting different types of events. Community get together and offering free drills for juniors and adults to help grow this sport within the community. We will host some tournaments - 50 players throughout the weekend

We are expecting around 30 - 50 customers throughout the day from 7 - 9 p.m.

We will be the best academy in Texas and eventually we will be National and internationally known with the help with our very knowledgeable coaching squad and we already have players that are high state and nationally ranked.

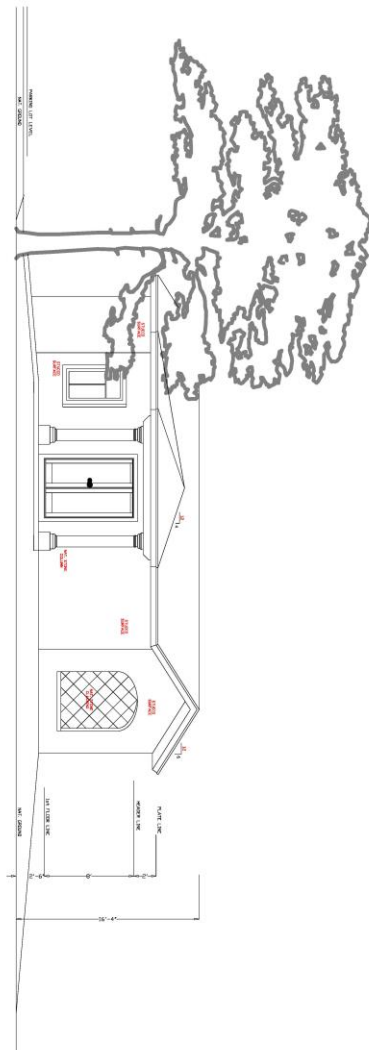
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Sincerely,

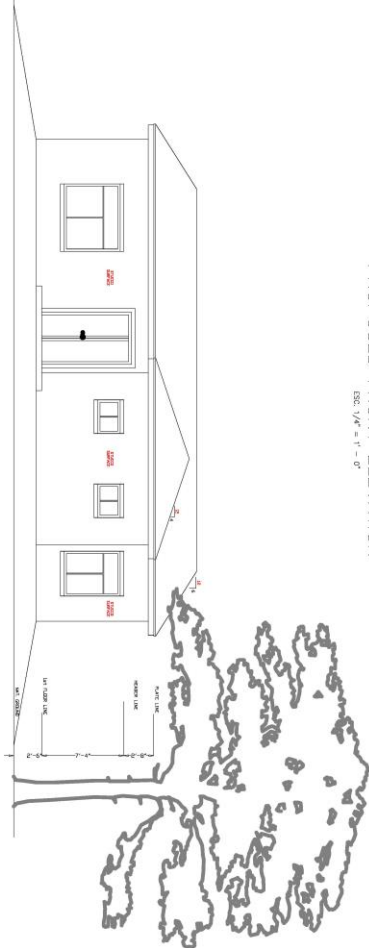
**Tennis Venture LLC.
Masters International Tennis Academy
Your Tennis Family and Home**

Exhibit “F” Concept Plan





PROPOSED FRONT ELEVATION
Elev. 101.00 = 1' - 0"



PROPOSED BACK ELEVATION
Elev. 101.00 = 1' - 0"

Tennis Venture LLC
43 Golden Orchard Plac., The Woodlands, Tx 77354

PROPOSED ;
ELEVATIONS

NO.	Description/Notes	Date

All in Natural Stone LLC
14863 Hwy 105 W
Montgomery, TX

TENNIS VENTURE LLC
East Haysmith Rd
Tomball, TX

Sheet
A2

Regular City Council

Agenda Item

Meeting Date: October 20, 2014

Data Sheet

Topic:

Accept Purchase and Financing Proposal to Acquire a New 2015 Pierce Velocity Pumper to Replace Engine 3, a 1995 E-One Pumper

Background:

The fire department utilizes a 20-year primary life cycle of front line service on its custom chassis pumpers and a 25-year primary life cycle on its ladder trucks. In 1995, the department acquired two very basic E-One pumpers based on a Freightliner commercial chassis. The department has used these trucks extensively over the years and has maintained them in good working order; as a result, we are able to obtain the upper limit in trade-in value.

As the department has evolved and the response area has seen extensive growth in real estate development and traffic flow, new equipment with more extensive capabilities has been acquired, allowing the two 1995 trucks to be moved to reserve status. The newer apparatus have all been designed to provide the department with apparatus that have multiple capabilities.

With the two toll roads coming through our area, an additional pumper with rescue capabilities is required to provide service to our growing area. The truck and equipment will cost approximately \$830,000 and, as discussed during the budget meetings, \$800,000 will be financed over 10 years. The truck is being acquired through the H-GAC purchasing system.

We have obtained three financing proposals, Oshkosh Capital, Woodforest National Bank and Amegy Bank. The Finance Director is still evaluating the proposals to determine the most advantageous to the City.

Origination:

Fire Department

Recommendation:

Staff recommends approval of the proposals

Funding: Yes

Account Number:

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

Randy Parr

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

ATTACHMENTS:

Proposed Purchase Agreement - Updated

Oshkosh Capital

Amegy Bank

Woodforest Bank

Siddons-Martin Emergency Group

Protecting the Southwest

3500 Shelby Lane Denton,
Texas 76207 GDN P115891
TXDOT MVD No. A115890
EIN 27-4333590

August 21, 2014

Randy Parr, Fire Chief
Tomball Fire Department
1200 Rudel
Tomball TX 77375

RE: Proposal for Velocity PUC

Siddons-Martin Emergency Group, LLC is pleased to provide the following proposal to Tomball Fire Department. Unit will comply with all specifications attached and made a part of this proposal. Total price includes delivery FOB Tomball Fire Department and training on operation and use of the apparatus.

Description		Amount
489257-560 Pierce Velocity PUC		
Price guaranteed for 90 days. Delivery within 8.5-9.5 months of order date.	Vehicle Price	\$ 764,135.00
Chassis Prepay Discount (\$ 9,136.00). \$ 304,559.00 due with order. Full Prepay	Prepay Discount	(\$ 9,136.00)
Discount (\$ 18,429.00). Total amount due with order.	Prepay Discount	(\$ 18,429.00)
	Equipment	\$ 85,730.00
Trade-in 1995 E-one	Trade-In	(\$ 25,000.00)
	SUB TOTAL	\$ 797,300.00
	H-GAC FS12-13	\$ 2,000.00
	TOTAL	\$ 799,300.00

Additional. Drawing approval, and final acceptance inspection trips for three (3) of your personnel are included.

Taxes. Tax is not included in this proposal. In the event that the purchasing organization is not exempt from sales tax or any other applicable taxes and/or the proposed apparatus does not qualify for exempt status, it is the duty of the purchasing organization to pay any and all taxes due. Balance of sale price is due upon acceptance of the apparatus at the factory.

Acceptance. In an effort to ensure the above stated terms and conditions are understood and adhered to, Siddons-Martin Emergency Group requires an authorized individual from the purchasing organization sign and date this proposal and include it with any purchase order. Upon signing of this proposal, the terms and conditions stated herein will be considered binding and accepted by the Customer. The terms and acceptance of this proposal will be governed by the laws of the state of TX. No additional terms or conditions will be binding upon Siddons-Martin Emergency Group unless agreed to in writing and signed by a duly authorized officer of Siddons-Martin Emergency Group.

Sincerely,

James Campbell
Siddons-Martin Emergency Group, LLC

Master Lease-Purchase Agreement
Between
CITY OF TOMBALL AND OSHKOSH CAPITAL

DOCUMENT INDEX

- ☐ Master Lease-Purchase Agreement – Provided for your reference
- ☐ Addendum to Master Lease-Purchase Agreement – Sign and title
- ☐ Texas Lease Schedule Addendum – Sign and title
- ☐ Lease Schedule with Schedule A-1 – Sign and title
- ☐ Vehicle Schedule Addendum –Sign and title
- ☐ Incumbency Certificate and Resolution – List your authorized signor(s) and title(s); have secretary or appropriate trustee attest to the information and signature(s) provided by signing and printing his/her name, title and date. **The person who validates the signatures should not sign the lease documents.** The resolution must reflect the title(s) of the individual(s) who have authorization to sign the documents.
- ☐ Opinion of Counsel Letter – Enclosed is a template. Please ask your attorney to prepare on his/her letterhead, and include all of the items in the template.
- ☐ Escrow Agreement
 - o Exhibit 1 – General Investment Direction Letter
 - o Exhibit 2 – Escrow Agent Fees and Expenses
 - o Exhibit 3 – Requisition Request and Certificate of Acceptance
 - o Money Market Escrow Investment Letter- Please sign or contact Scott Miller at 614-849-3402 with U.S Bank to select a different investment that meets your requirements.
- ☐ Title - The terms of your contract specify that the Lender be listed as the lienholder and hold the original title during the term of the lease. In addition, we will need a copy of the front and back of the MSO listing Oshkosh Capital, 995 Dalton Ave, Cincinnati, OH 45203 as first lien holder.
- ☐ Insurance Request Form – Fill in your insurer's information and sign. Please contact your insurer, prior to delivery, to obtain a certificate of insurance. Please enclose the certificate with the signed documentation or have the insurer fax the certificate directly to me.
- ☐ Four Party Agreement – Sign and title.
- ☐ Delivery & Acceptance Certificate – **At point of delivery, fill out this form and fax it to me. Please return the original via US Postal Service.**
- ☐ IRS FORM 8038-G – Sign, date, and title
- ☐ Minutes of Governing Body (approving the purchase & finance of equipment) – Please return a copy with the documents.
- ☐ Sales Tax Exemption Certificate – In File.
- ☐ ***Sales Contract or Purchase Order - please provide a copy of the Sales Contract enter into with Pierce Manufacturing or a copy of the Purchase Order issued to Pierce Manufacturing Inc.***

LEASE SCHEDULE NO. 185590000

Dated As Of October 23, 2014

This Lease Schedule (this "Schedule") is attached and made a part of the Master Lease-Purchase Agreement referenced below, together with all exhibits, schedules, addenda, and other attachments thereto, executed by Lessee and Lessor (the "Lease"). Unless otherwise defined herein, capitalized terms will have the same meaning ascribed to them in the Master Lease. All terms and conditions of the Master Lease are incorporated herein by reference. To the extent that there is any conflict between the terms of the Lease and this Schedule, the terms of this Schedule shall control.

Master Lease-Purchase Agreement dated April 20, 2011

- 1. EQUIPMENT DESCRIPTION.** As used in the Lease, "Equipment" means all of the property described in Schedule A-1 attached to this Schedule and all attachments, additions, accessions, parts, repairs, improvements, replacements and substitutions thereto.
- 2. RENTAL PAYMENTS; LEASE TERM.** The Rental Payments to be paid by the Lessee to Lessor, the commencement date thereof and the lease term of this Lease Schedule are set forth on the Schedule A-1 attached to this Lease Schedule.
- 3. ESSENTIAL USE; CURRENT INTENT OF LESSEE.** Lessee represents that the use of the Equipment is essential to Lessee's proper, efficient and economic functioning or to the services that Lessee provides to its citizens and the Equipment will be used by Lessee only for the purpose of performing its governmental or proprietary functions consistent with the permissible scope of its authority. Lessee currently intends for the full Lease Term: to use the Equipment; to continue this Lease; and (if applicable) to make Rent Payments if funds are appropriated in each fiscal year by its governing body.
- 4. ACCEPTANCE OF EQUIPMENT.** AS BETWEEN LESSEE AND LESSOR, LESSEE AGREES THAT (A) LESSEE HAS RECEIVED AND INSPECTED ALL EQUIPMENT; (B) ALL EQUIPMENT IS IN GOOD WORKING ORDER AND COMPLIES WITH ALL PURCHASE ORDERS, CONTRACTS AND SPECIFICATIONS; (C) LESSEE ACCEPTS ALL EQUIPMENT FOR PURPOSES OF THE LEASE "AS-IS, WHERE IS"; AND (D) LESSEE WAIVES ANY RIGHT TO REVOKE SUCH ACCEPTANCE.
- 5. BANK QUALIFIED.** LESSEE CERTIFIES THAT IT HAS DESIGNATED THIS LEASE AS A QUALIFIED TAX-EXEMPT OBLIGATION IN ACCORDANCE WITH SECTION 265(b)(3) OF THE CODE, THAT IT HAS NOT DESIGNATED MORE THAN \$10,000,000 OF ITS OBLIGATIONS AS QUALIFIED TAX-EXEMPT OBLIGATIONS IN ACCORDANCE WITH SUCH SECTION FOR THE CURRENT CALENDAR YEAR AND THAT IT REASONABLY ANTICIPATES THAT THE TOTAL AMOUNT OF TAX-EXEMPT OBLIGATIONS TO BE ISSUED BY LESSEE DURING THE CURRENT CALENDAR YEAR WILL NOT EXCEED \$10,000,000.
- 6. RE-AFFIRMATION OF THE MASTER LEASE-PURCHASE AGREEMENT.** Lessee hereby re-affirms all of its representations, warranties and obligations under the Master Lease Purchase Agreement (including, without limitation, its obligation to pay all Rental Payments, its disclaimers in Section 7 thereof and its representations in Section 6.1 and 16 thereof).

City of Tomball
("Lessee")

Oshkosh Capital
("Lessor")

By: _____

By: _____

Title: _____

Title: _____

Schedule A-1

1. EQUIPMENT LOCATION & DESCRIPTION:

City of Tomball

19900 Telge Road
Tomball, TX 77377

Harris County

2015 Pierce Pumper and additional Equipment listed on Exhibit A

VIN #

2. LEASE PAYMENT SCHEDULE.

(a) Accrual Date: October 23, 2014

(b) Amount Financed:

i.	Equipment Purchase Price for Pierce Manufacturing	\$ <u>766,135.00</u>
i.	Additional Equipment purchase price	\$ <u>86,430.00</u>
ii.	Purchase Price Deduction	\$ <u>0.00</u>
	Prepay Discounts	\$ <u>27,565.00</u>
	Trade In	\$ <u>25,000.00</u>
iii.	Total Amount Financed (Cash Sale Price minus Purchase Price Deductions)	\$ <u>800,00.00</u>

(c) Payment Schedule:

Accrual Date: October 23, 2014

Rent Payment Number	Rent Payment Date	Rent Payment Amount	Interest Portion	Principal Portion	Termination Value
1	10/23/2015	95,177.65	26,319.99	68,857.66	753,076.61
2	10/23/2016	95,177.65	24,054.58	71,123.07	679,819.85
3	10/23/2017	95,177.65	21,714.63	73,463.02	604,152.94
4	10/23/2018	95,177.65	19,297.70	75,879.95	525,996.59
5	10/23/2019	95,177.65	16,801.25	78,376.40	445,268.90
6	10/23/2020	95,177.65	14,222.66	80,954.99	361,885.26
7	10/23/2021	95,177.65	11,559.24	83,618.41	275,758.30
8	10/23/2022	95,177.65	8,808.20	86,369.45	186,797.76
9	10/23/2023	95,177.65	5,966.65	89,211.00	94,910.43
10	10/23/2024	95,177.65	3,031.60	92,146.05	1.00

City of Tomball
("Lessee")

By: _____

Title: _____

Oshkosh Capital
("Lessor")

By: _____

Title: _____

VEHICLE SCHEDULE ADDENDUM

Dated As Of October 23, 2014

Lease Schedule No. 185590000 Dated October 23, 2014

Lessee: City of Tomball

Reference is made to the above Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease") by and between Oshkosh Capital ("Lessor") and the above Lessee ("Lessee"). This Addendum amends and modifies the terms and conditions of the Schedule and is hereby made a part of the Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease shall have the same meaning when used herein.

NOW THEREFORE, as part of the valuable consideration to induce the execution of the Schedule, Lessor and Lessee hereby agree to amend the Schedule as follows:

1. In the event that any unit of Equipment covered by the Schedule is a vehicle or trailer under applicable State law, then the following provisions shall also apply to the Schedule to the extent permitted by law,

(a) each manufacturer's statement of origin and certificate of title shall state that Lessor has the first and sole lien on or security interest in such unit of Equipment;

(b) the public liability and property damage insurance required by the terms of the paragraph titled "Insurance in the Master Lease shall be in an amount not less than \$1,000,000.00 per person insured and \$2,000,000.00 combined single limit per unit per occurrence (provided, that if the unit of Equipment is a bus or other passenger vehicle, then such insurance amount shall be such larger amount as may be reasonably required by Lessor) and \$1,000,000.00 for damage to property of others;

(c) Lessee shall furnish and permit only duly licensed, trained, safe and qualified drivers to operate any such unit of Equipment, and such drivers shall be agents of Lessee and shall not be agents of Lessor; and

(d) Lessee shall cause each such unit of Equipment to be duly registered and licensed as required by applicable State law with Lessor noted as lien holder and Lessee as owner.

2. Except as expressly amended by this Addendum and other modifications signed by Lessor, the Schedule remains unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Addendum as of the date first referenced above.

City of Tomball
("Lessee")

Oshkosh Capital
("Lessor")

By: _____

By: _____

Title: _____

Title: _____

RESOLUTION

Municipality/Lessee: City of Tomball

Principal Amount Expected To Be Financed: \$800,00.00

WHEREAS, the Municipality is a political subdivision of the State in which Municipality is located (the "State") and is duly organized and existing pursuant to the Constitution and laws of the State.

WHEREAS, pursuant to applicable law, the governing body of the Municipality ("Governing Body") is authorized to acquire, dispose of and encumber real and personal property, including, without limitation, rights and interest in property, leases and easements necessary to the functions or operations of the Municipality.

WHEREAS, the Governing Body hereby finds and determines that the execution of one or more Master Lease-Purchase Agreements ("Leases") in the principal amount not exceeding the amount stated above for the purpose of acquiring the property ("Equipment") to be described in the Leases is appropriate and necessary to the functions and operations of the Municipality.

WHEREAS, Oshkosh Capital ("Lessor") shall act as Lessor under said Leases.

NOW, THEREFORE, Be It Ordained by the Governing Body of the Municipality:

Section 1. Either one of the _____ OR _____ (each an "Authorized Representative") acting on behalf of the Municipality, is hereby authorized to negotiate, enter into, execute, and deliver one or more Leases in substantially the form set forth in the document presently before the Governing Body, which document is available for public inspection at the office of the Municipality. Each Authorized Representative acting on behalf of the Municipality is hereby authorized to negotiate, enter into, execute, and deliver such other documents relating to the Lease as the Authorized Representative deems necessary and appropriate. All other related contracts and agreements necessary and incidental to the Leases are hereby authorized.

Section 2. By a written instrument signed by any Authorized Representative, said Authorized Representative may designate specifically identified officers or employees of the Municipality to execute and deliver agreements and documents relating to the Leases on behalf of the Municipality.

Section 3. The aggregate original principal amount of the Leases shall not exceed the amount stated above and shall bear interest as set forth in the Leases and the Leases shall contain such options to purchase by the Municipality as set forth therein.

Section 4. The Municipality's obligations under the Leases shall be subject to annual appropriation or renewal by the Governing Body as set forth in each Lease and the Municipality's obligations under the Leases shall not constitute general obligations of the Municipality or indebtedness under the Constitution or laws of the State.

Section 5. As to each Lease, the Municipality reasonably anticipates to issue not more than \$10,000,000 of tax-exempt obligations (other than "private activity bonds" which are not "qualified 501(c)(3) bonds") during the current calendar year in which each such Lease is issued and hereby designates each Lease as a qualified tax-exempt obligation for purposes of Section 265(b) of the Internal Revenue Code of 1986, as amended.

Section 6. This resolution shall take effect immediately upon its adoption and approval.

ADOPTED AND APPROVED on this _____, 2014.

The undersigned Secretary/Clerk of the above-named Municipality hereby certifies and attests that the undersigned has access to the official records of the Governing Body of the Municipality, that the foregoing resolutions were duly adopted by said Governing Body of the Municipality at a meeting of said Governing Body and that such resolutions have not been amended or altered and are in full force and effect on the date stated below.

LESSEE: City of Tomball

Signature of Secretary/Clerk of Municipality

[SEAL]

Print Name: _____

Official Title: _____

Date: _____

CERTIFICATE OF INCUMBENCY

Lessee: City of Tomball

Lease Schedule No.: 185590000

Dated: October 23, 2014

I, the undersigned Secretary/Clerk identified below, do hereby certify that I am the duly elected or appointed and acting Secretary/Clerk of the above Lessee (the "Lessee"), a political subdivision duly organized and existing under the laws of the State where Lessee is located, that I have the title stated below, and that, as of the date hereof, the individuals named below are the duly elected or appointed officers of the Lessee holding the offices set forth opposite their respective names.

[NOTE: Use same titles as Authorized Representatives stated in Resolutions.]

Name	Title	Signature

Name	Title	Signature

IN WITNESS WHEREOF, I have duly executed this certificate and affixed the seal of such Lessee as of the date set forth below.

Signature of Secretary/Clerk of Lessee

[SEAL]

Print Name: _____

Official Title: _____

Date: _____

FORM OF OPINION OF COUNSEL
(To Be Typed on Attorney's Letterhead Stationary)

Date:

Lessee: City of Tomball

Lessor: Oshkosh Capital

Re: Lease Schedule No. 185590000 dated October 23, 2014, together with its Master Lease-Purchase Agreement dated April 20, 2011, by and between the above-named Lessee and the above-named Lessor

Gentlemen:

I have acted as counsel to Lessee with respect to the Lease Schedule, the Master Lease-Purchase Agreement and all other agreements described above or related thereto (collectively, the "Agreements") and various related matters, and in this capacity have reviewed a duplicate original or certified copy of the Agreements and such other documents as I have deemed necessary for the purposes of this opinion.

Based upon the examination of such documents, it is my opinion that:

1. Lessee is a political subdivision of the State of Texas (the "State") duly organized, existing and operating under the Constitution and laws of the State.
2. Lessee is authorized and has power under State law to enter into all of the Agreements, and to carry out its obligations thereunder and the transactions contemplated thereby.
3. The Agreements and all other documents related thereto have been duly authorized, approved, and executed by and on behalf of Lessee, and each of the Agreements is a valid and binding contract of Lessee enforceable in accordance with its terms, except to the extent limited by State and Federal law affecting creditor's remedies and by bankruptcy, reorganization or other laws of general application relating to or affecting the enforcement of creditors' rights.
4. The authorization, approval and execution of the Agreements and all other proceedings of Lessee relating to the transactions contemplated thereby have been performed in accordance with all applicable Local, State and Federal laws (including open meeting laws and public bidding and property acquisition laws).
5. To the best of my knowledge, there is no litigation or proceeding pending before any court, administrative agency or governmental body, that challenges: the organization or existence of Lessee; the authority of its officers; the proper authorization; approval and execution of any of the Agreements or any documents relating thereto; the appropriation of monies to make payments under the Agreements for the current fiscal year; or the ability of Lessee otherwise to perform its obligations under the Agreements and the transactions contemplated thereby.
6. Lessee is a political subdivision of the State as referred to in Section 103 of the Internal Revenue Code of 1986, as amended, and the related regulations and rulings thereunder.

Lessor, its Assignee and any of their assigns may rely upon this opinion.

Very truly yours,

Attorney

INSURANCE COVERAGE DISCLOSUREOshkosh Capital, LESSORCity of Tomball, LESSEE

RE: INSURANCE COVERAGE REQUIREMENTS

1. In accordance with the Lease Schedule ("Schedule") to the Master Lease-Purchase Agreement identified in the Lease Schedule ("Master Lease"), Lessee certifies that it has instructed the insurance agent named below (please fill in name, address, and telephone number):

to issue: (check to indicate coverage)

- a. All Risk Physical Damage Insurance on the leased Equipment evidenced by a Certificate of Insurance and Long Form Loss Payable Clause naming Oshkosh Capital and/or its assigns as Loss Payee.

Coverage Required: Termination Value Specified

- b. Public Liability Insurance evidenced by a Certificate of Insurance naming Oshkosh Capital and/or its assigns as an Additional Insured.

Minimum Coverage Required:

\$1,000,000.00 per person
 \$2,000,000.00 aggregate bodily injury liability
 \$1,000,000.00 property damage liability

Proof of insurance coverage will be provided to Oshkosh Capital, 155 East Broad Street, B4-B230-05-7, Columbus, OH 43215, prior to the time that the property is delivered to Lessee.

OR

2. Pursuant to the Master Lease, Lessee represents and warrants, in addition to other matters under the Agreement, that it is lawfully self-insured for: (check to indicate coverage)

- a. All risk, physical damage in the amount specified in 1(a) above.
- b. Public liability for not less than the amounts specified in 1(b) above.

Lessee has attached a signed letter describing self-insurance.

LESSEE: City of Tomball

By: _____ Title: _____

INSURANCE INFORMATION

Please provide the following information to your insurance company to help expedite receipt of the necessary coverage:

ITEMS WHICH NEED TO BE REFLECTED ON INSURANCE CERTIFICATE:

- Oshkosh Capital must be named Loss Payee and Additional Insured
- 30 Days Notice of Cancellation
- Not Less than \$2,000,000.00 limits on liability
- Certificate must reflect a short equipment description
- Certificate must reflect an expiration date

Certificate Holder Information:

Oshkosh Capital, its successors and/or all assigns
155 East Broad Street, B4-B230-05-7
Columbus, OH 43215

Please send a FAX copy of certificate to Cheryl Kennedy at 1-800-678-0602.

The original should be mailed to the same at:

Oshkosh Capital
155 East Broad Street, B4-B230-05-7
Columbus, OH 43215

Please call Cheryl Kennedy at 1-800-820-9041, ext. 4, if you have any questions.

FOUR PARTY AGREEMENT

(For Use in States Where a "Dealer" Must Supply Vehicles)

Dated as of October 23, 2014

Lessee means City of Tomball

"Schedule" means Lease Schedule No. 185590000 dated October 23, 2014, together with its Schedule A-1.

"Pierce" means Pierce Manufacturing Inc., the manufacturer of the Equipment.

"Supplier" means: Siddons-Martin Emergency Grouo, LLC

Reference is made to the Lease Schedule ("Lease Schedule") and to the Master Lease-Purchase Agreement ("Master Lease") identified in said Lease Schedule, described above between Oshkosh Capital ("Lessor") and the Lessee identified above which relates to Equipment described in Schedule A-1 to the Lease Schedule attached thereto ("Equipment") to be manufactured by Pierce Manufacturing Inc. and supplied by Supplier, an authorized dealer of Pierce fire equipment. For good and valuable consideration, receipt of which is hereby acknowledged, Lessee, Lessor, Pierce and Supplier hereby agree as follows:

1. Notwithstanding anything to the contrary in the Lease Schedule, Lessee hereby notifies Lessor that the Equipment has not yet been delivered to Lessee and the Equipment has not yet been accepted by Lessee for purposes of the Lease Schedule. Lessee agrees to execute and deliver to Lessor a Delivery and Acceptance Certificate in the form attached hereto as Exhibit A upon the circumstances set forth in said Certificate.

2. All parties hereto agree that the Purchase Price of the Equipment shall be as set forth below if said Purchase Price is paid on or before the Advance Payment Date set forth below:

Purchase Price:	\$766,135.00
Additional Equipment	\$86,430.00
Vendor Discounts:	\$27,565.00
Purchase price to be escrowed	\$86,565.00
Advance Payment Date:	<u>October 23, 2014</u>

3. Upon execution of the Lease Schedule and delivery of all documents relating thereto required by Lessor, Lessee agrees that it shall pay the Lessee Down Payment stated below and Lessor agrees that it shall pay the balance of the Purchase Price (the "Amount Financed") stated below. Lessee agrees that the Lease Term and Lessee's obligation to pay Rent Payments shall commence on the date set forth in the Lease Schedule notwithstanding the delivery of the Equipment at a later date.

Lessee Down Payment:	\$0.00
Trade In:	\$25,000.00
Amount Financed:	\$800,00.00

4. (a) Supplier anticipates that it shall deliver the Equipment to Lessee by the **Anticipated Delivery Date** set forth below.

Anticipated Delivery Date: July 23, 2015

(b) Supplier anticipates that it shall deliver the Equipment to Lessee no later than the **Outside Delivery Date** set forth below and that such Equipment shall comply with all specifications and requirements of Lessee and with the terms and conditions of any purchase order/purchase agreement relating thereto.

Outside Delivery Date: September 23, 2015

5. If for any reason whatsoever Supplier fails to deliver the Equipment to Lessee as set forth in **subparagraph 4(b)** of this Agreement by the Outside Delivery Date for any piece of Equipment (the "Delayed Equipment"), and the Lessee has not agreed to revise the Outside Delivery Date with respect to such Delayed Equipment, then Pierce hereby agrees as follows only for the Delayed Equipment:

- (a) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessee the Lessee Down Payment for the Delayed Equipment plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment;
- (b) On the first business day after the Outside Delivery Date, Pierce shall pay to Lessor for the Delayed Equipment the Amount Financed plus interest at the Prime Rate plus one percent (1%) per annum from the Advance Payment Date to the date of such payment; and
- (c) "Prime Rate" means the prime rate of interest as published from time to time in the Wall Street Journal.

If there is more than one piece of Equipment subject to the Lease, and some of the Equipment is delivered in accordance with subparagraph 4(b) of this Agreement, the payments owed pursuant to the Lease shall be modified to reflect only the obligations due on the Equipment that was delivered pursuant to subparagraph 4(b) of this Agreement. The new payment obligation will be determined based on the amount financed for the Equipment delivered to the Lessee, and based on the interest rate in effect as of the date of Lease commencement.

6. If Pierce makes the payments described in **paragraph 5** above for the Delayed Equipment under the circumstances set forth above and if Lessee has otherwise paid and performed its obligations under the Lease Schedule as of such payment date for the Delayed Equipment, then Lessee and Lessor agree that the Lease Schedule shall terminate as of the date of such payments by Supplier as to the Delayed Equipment only. Lessee's obligations shall continue unabated for the Equipment that was delivered pursuant to subparagraph 4(b) of this Agreement. Pierce expressly agrees that the Lease Schedule identified herein shall be a "Lease" as such term is used in the Program Agreement, as amended, between Pierce and Lessor.

7. Pierce agrees that a Performance Bond will be issued which names Pierce as Principal, the Lessee as Obligatee and the Lessor as Additional Obligatee. This Performance Bond will apply solely to the terms and conditions of the purchase order/purchase agreement, including related equipment specifications and warranties, as issued by the lessee and accepted by the Pierce. The "Contract Date" referred to in the Performance Bond shall be the date of the Four Party Agreement. Except as expressly set forth herein, the Lease Schedule and the terms and conditions of the purchase order/purchase agreement for the equipment remain unchanged and in full force and effect.

8. Except as expressly set forth herein, the Lease Schedule and terms and conditions of the purchase order/purchase agreement for the Equipment remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the duly authorized officers of the parties set forth below hereby execute and deliver this Agreement as of the date first written above.

City of Tomball
("Lessee")

By: _____

Title: _____

Oshkosh Capital
("Lessor")

By: _____

Title: _____

Pierce Manufacturing Inc.
("Manufacturer")

By: _____

Title: _____

Siddons-Martin Emergency Group, LLC
("Supplier")

By: _____

Title: _____

Exhibit A

DELIVERY & ACCEPTANCE CERTIFICATE

Lease Schedule No. 185590000

Reference is made to the above Lease Schedule ("Schedule"), which has been executed and delivered by the undersigned Lessee ("Lessee") and Oshkosh Capital ("Lessor"). This Certificate amends and supplements the terms and conditions of the Lease Schedule and is hereby made a part of the Lease Schedule. Unless otherwise defined herein, capitalized terms defined in the Master Lease-Purchase Agreement and the Lease Schedule shall have the same meaning when used herein; provided, that "Equipment" shall mean the Equipment described in the Schedule A-1 and in any attachment or exhibit to this Certificate.

Notwithstanding anything to the contrary, expressed or implied, in the Lease Schedule or its Schedule A-1, Lessee agrees as follows:

1. ACCEPTANCE OF EQUIPMENT. As of the Acceptance Date stated below and as between Lessee and Lessor, Lessee hereby agrees that: (a) Lessee has received and inspected all Equipment; (b) all Equipment is in good working order and complies with all purchase orders, contracts and specifications; (c) Lessee accepts all Equipment for purposes of the Lease "as-is, where-is"; and (d) Lessee waives any right to revoke such acceptance.

ACCEPTANCE DATE: _____

2. RENT PAYMENTS. Lessee hereby agrees that Lessee will pay the Rent Payments for the Equipment in the amounts and on the dates specified in Schedule A-1 to the Lease Schedule.

City of Tomball
("Lessee")

By: _____

Title: _____

**OSHKOSH CAPITAL
INFORMATION REQUEST**

LESSEE NAME: City of Tomball

FEDERAL TAX I.D. # _____

BILLING ADDRESS:

Billing Contact

Street Address or Post Office Box

City, State and Zip

Phone Number

Fax Number

Email Address

PHYSICAL ADDRESS (IF DIFFERENT):

Street Address or Post Office Box

City, State and Zip

Require Board Approval for Payments? _____ Yes _____ No

Board Meeting Date? _____

Require signed vouchers for payments? _____ Yes _____ No

We typically mail our invoices 30 days in advance. Taking into account a 7-day mail period, do you foresee any problem that would prevent the payment from being received on or before the due date?

_____ Yes _____ No

Please list any special instructions below:



October 15, 2014

Glenn Windsor
Finance Director
The City of Tomball
501 James St.
Tomball, TX 77375

Dear Mr. Windsor:

Amegy Bank National Association ("Bank" or "Lender") is pleased to offer the following term sheet to The City of Tomball ("Borrower") for the acquisition of a new fire truck and related equipment. Although the term sheet does not represent a commitment by the Bank, it gives a general idea of the anticipated terms. Any commitment by the Bank will be subject to final bank credit approval.

LOAN AMOUNT: This term sheet regards the extension by Bank of a term note in the amount of \$800,000 ("the Loan" or "the Facility"). The Loan amount is subject to change based on the results of Bank's further credit analysis and underwriting.

ADVANCE AMOUNT: Proceeds in the amount of \$713,570 will be paid directly to Pierce Manufacturing/Siddons-Martin Emergency Group, with the remaining balance funded directly to Borrower at closing.

RATE: *NOTE: the rate option(s) listed are current indicative rate(s) and subject to change if comparable market rates for the indicated term increase/decrease.*

Borrower will select one of the following rates prior to closing.

1. Floating at 65% of 30-day LIBOR + 2.25% for the duration of the loan. The current indicative rate is 2.35% if the Facility closed as of today's date. The rate will be adjusted monthly on the first day of each month.
2. Fixed at the rate of 2.53% for five years. Thereafter, on the 5th anniversary of the Facility, the rate will adjust and be fixed to 65% of the then existing 30-day LIBOR + 2.50% for the remainder of the loan.
3. Fixed at the rate of 3.12% for 10 years.

RATE CONTINUED:	Note: rate options listed above assume the transaction will be tax-exempt, bank qualified. Should the transaction be non-bank qualified, options are subject to change.
FEES:	The Loan origination fee will be 0.25% of the Loan amount of or \$2,000 due prior to or at closing of the Loan. Borrower will also pay documentation fees, legal fees, and any other third party fees on or by closing.
REPAYMENT TERMS/MATURITY:	Annual payments or principal plus interest will be due based upon a 10-year amortization, with unpaid principal and all accrued interest due at maturity, which is 10 years from closing.
COLLATERAL:	First lien on fire truck and additional equipment to be acquired.
GUARANTOR:	None will be required.
PREPAYMENTS:	There is no pre-payment requirement or penalty.
REPORTING REQUIREMENTS & COVENANTS:	In addition to standard Loan covenants, financial covenants will also include, but may not be limited to, the following: 1. Annual audited financial statements on Borrower due within 180 days from year-end; 2. and other information that Bank may reasonably request.
CONDITIONS TO BE FULFILLED PRIOR TO CLOSING:	The Loan will not close until the following conditions precedent are performed or met to the sole satisfaction of Bank: 1. Opinion from Borrower's counsel evidencing this transaction is a tax-exempt, bank qualified transaction and that the interest earned is tax-exempt to the Bank. 2. Evidence of appropriate resolution from Borrower authorizing the transaction. 3. Evidence of the existence and good standing of Borrower.
DOCUMENTATION:	The obligations of Lender are subject in all respects to the preparation and execution of documents acceptable to and satisfactory in form and substance to Lender in its sole discretion.

JURY TRIAL WAIVER:

As permitted by applicable law, each party waives their respective rights to a trial before a jury in connection with any Dispute (as "Dispute" is hereinafter defined), and Disputes shall be resolved by a judge sitting without a jury. If a court determines that this provision is not enforceable for any reason and at any time prior to trial of the Dispute, but not later than 30 days after entry of the order determining this provision is unenforceable, any party shall be entitled to move the court for an order compelling arbitration and staying or dismissing such litigation pending arbitration ("Arbitration Order").

GOVERNING LAW:

Any proposal extended to the Borrower will be governed by and construed in accordance with the laws of the State of Texas and applicable federal laws of the United States of America.

NO ORAL AGREEMENTS:

ANY PROPOSAL EXTENDED TO THE BORROWER CONSTITUTES THE ENTIRE AGREEMENT BETWEEN LENDER AND BORROWER REGARDING THE CREDIT FACILITIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN LENDER AND THE OTHER PARTIES RELATING TO ANY PROPOSED CREDIT FACILITIES.

NOTICE:

THIS DOCUMENT IS PROPRIETARY INFORMATION OF AMEGY BANK NATIONAL ASSOCIATION AND IS INTENDED SOLELY FOR THE USE OF THE PROPOSED BORROWER. THIS DOCUMENT AND THE INFORMATION THEREIN MAY NOT BE REPRODUCED FOR OR DISTRIBUTED TO ANY THIRD PARTY WITHOUT THE PRIOR WRITTEN CONSENT OF AMEGY BANK NATIONAL ASSOCIATION.

Respectfully,

AMEGY BANK NATIONAL ASSOCIATION



Annette S. Nguyen
Vice President



WOODFOREST
NATIONAL BANK

TERM SHEET*

BORROWER: City of Tomball

AMOUNT: Up to Eight Hundred Thousand and No/100 Dollars (\$800,000.00)

GUARANTOR: None.

PURPOSE: Finance the purchase of a Pierce Velocity PUC Pumper Fire Truck, with 1,500 gpm pump capacity, 1,000 gallon water/foam tank capacity, and compressed air foam system, plus equipment.

TERM: 10-Years, with a 180 day Advance period for the build-out of the truck and equipment.

REPAYMENT: Annual payments of principal and interest; the loan fully amortizes.

PREPAYMENT: There are no pre-payment penalties.

PRICING: A fixed rate of 4.00%., based on a Tax Exempt status.

FEES: No Commitment Fees.

COLLATERAL:

- ❖ New Pierce Velocity PUC Pumper Fire Truck and Related Equipment per Purchase Order.
- ❖ Assignment of Performance Bond from Pierce Manufacturing/Siddons-Martin Emergency Group.

SUBJECT TO:

- ❖ Purchase Order from Pierce Manufacturing providing chassis vehicle description, identification number and serial numbers for equipment.
- ❖ Review and acceptance of Proposed Performance Bond.
- ❖ Most current year-to-date financial statement available for The City of Tomball (either 8-31-2014 or 9-30-2014).
- ❖ Final underwriting and approval by the Bank.

* A Term Sheet is a proposal for discussion purposes only, and is not a binding commitment between the Bank and the Borrower.

Regular City Council Agenda Item Data Sheet

Meeting Date: October 20, 2014

Topic:

Award Contract for Project No. 2014-06 (Solid Waste Collection and Disposal) to Waste Corporation of Texas, LP

Background:

In an effort to obtain services used on a continuous basis, the City routinely solicits proposals to secure the most favorable pricing and service. The current City of Tomball contract for Solid Waste Collection and Disposal Service was executed in October of 2009 for a three year period with the option to renew for two additional one year periods. The current contract, therefore, expires in October of 2014. In addition to standard advertising, proposal packets were mailed to five service providers and three qualified proposals were received. Considering the current number of residential and commercial customers employing the various levels of service specified within the proposal request, the proposal submitted by Waste Corporation of Texas, LP, is most cost favorable.

Origination:

Public Works

Recommendation:

Award contract for project #2014-06 (Solid Waste Collection and Disposal Service), for curbside refuse collection consisting of plastic bags picked up twice weekly, to Waste Corporation of Texas, LP for initial three year term.

Funding: Yes

Account Number: 100-151-6327

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

Robert S. Hauck

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

ATTACHMENTS:

WCA Waste Contract - Final

Service Rate

Annualized Tabulation of Proposals

Tabulation of Proposals

“SOLID WASTE COLLECTION AND DISPOSAL SERVICES FOR THE CITY OF TOMBALL, TEXAS

Service Contract

SOLID WASTE COLLECTION AND DISPOSAL SERVICES FOR THE CITY OF TOMBALL, TEXAS

SERVICE CONTRACT

This Contract is dated as of the ____ day of _____ in the year 2014, between the City of Tomball (hereinafter called the CITY) and Waste Corporation of Texas, L.P., a Delaware limited partnership authorized to transact business in the State of Texas (hereinafter called the CONTRACTOR).

Witnesseth: the CITY and the CONTRACTOR, in consideration of mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1.0 – GENERAL DESCRIPTION OF SERVICES

For and in consideration of the compliance by the CONTRACTOR with the covenants and conditions herein set forth and the ordinances and regulations of the CITY governing the collection and disposal of solid waste, the CITY grants to the CONTRACTOR an exclusive franchise for use of designated public streets, alleys and access roadways within the corporate limits of the CITY for the purpose of providing collection services for residential, commercial and industrial waste except for hazardous waste and biosolids. The CONTRACTOR shall provide all supervision, materials, equipment, labor, insurance and all other skills and property required to fulfill each of its obligations under this Contract.

ARTICLE 2.0 – CONTRACT DOCUMENTS

The Contract documents, all of which are attached hereto and made a part hereof, comprise the entire agreement between the CITY and the CONTRACTOR with respect to the transaction and services hereby contemplated. Execution of the Contract is a representation that the CONTRACTOR has become familiar with all laws, rules, regulations, ordinances and restrictions applicable to, governing or affecting the services to be provided by the CONTRACTOR hereunder.

ARTICLE 3.0 – CONTRACT TERM

The initial term of the Contract is for three (3) years and the CITY may, at its sole option, renew the contract for two one-year term extensions. The CITY shall give the CONTRACTOR written notice of its intention to extend the Contract a minimum of ninety (90) days before the expiration of the initial term or applicable extension.

ARTICLE 4.0 – STARTING DATE

The starting date for which the CONTRACTOR shall begin providing the services required hereunder shall be October 1, 2014.

ARTICLE 5.0 – DEFINITIONS

For purposes of this agreement, the following terms shall be defined as follows:

Bags – Plastic container designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of bag and its contents shall not exceed 40 pounds.

Bin/dumpster – Metal collection receptacle designed to be lifted and emptied mechanically for use only at commercial and industrial units.

Biosolids – Solid, semi-solid or liquid residue generated during the treatment of domestic sewage in a treatment plant.

Bulky Waste – Furniture, appliances and other household items too large for a refuse container.

Commercial/Industrial Refuse – All bulky waste, construction debris, garbage, rubbish and other waste generated by a producer at a commercial or industrial unit.

Commercial/Industrial Unit – All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the CITY and not a residential unit as defined herein.

Construction Debris – Waste building materials resulting from construction, remodeling, repair or demolition operations.

Contract Area – The geographical boundaries of the CITY limits within which the CONTRACTOR will provide services.

Contractor – The Individual, Corporation or Partnership with whom the CITY has executed the service contract.

Customers – Those occupants of designated residential units and/or commercial and industrial units as defined herein, that are located within the CITY limits and the generated solid waste and/or recyclable materials, as defined herein.

Disposal Facility – A refuse depository, including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separations centers, licensed, permitted or approved to receive municipal solid waste for processing or final disposal by Texas Commission on Environmental Quality and other agencies having jurisdiction and requiring such licenses, permits and approval.

Garbage – All normal and usual household and institutional waste products that are placed in approved containers for collection purposes and are usually a mixture of putrescible, nonputrescible, combustible, and incombustible materials, such as organic

wastes from food preparation and consumption, wrapping and packaging materials, metal, glass and plastic containers and other items. This definition also applies to similar waste products from commercial establishments such as restaurants, cafeterias, school and hospitals.

Green Waste – Grass, weeds, leaves, tree trimmings, plants, shrubbery pruning, and such other similar material, which are generated in the maintenance of yards and gardens, and are separated from other solid waste materials.

Hazardous Waste – Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law.

Processing Facility – A facility capable of changing the nature of solid waste or separating solid waste to facilitate its re-use in lieu of disposal.

Recyclables – Materials recovered from the solid waste stream for the purposes of re-use of reclamation. Includes, but not limited to; newsprint, inserts, glass, food and beverage containers, plastic containers, aluminum and other commodities economically impacting waste reduction.

Residential Refuse – All garbage and rubbish generated at a residential unit.

Residential Unit – A dwelling occupied by a person or group of persons, including but not limited to apartments, condominiums, mobile homes and single-family dwellings, and receiving any utilities from the CITY. Each dwelling within any such residential unit, which is individually billed by the CITY for water and/or sewer services, shall be treated as a residential unit. Other multiple residential facilities not billed individually, such as apartment complexes, shall be considered as a commercial unit for the purposes of this contract.

Roll-Off Container – Large collection container with open or closed top that can be rolled onto the back of a truck. Generally, in excess of 20 cubic yards capacity.

Rubbish – All nonputrescible solid waste including wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded clothing, used and discarded shoes and boots, and other products such as are used for packing, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Construction Debris, Garbage or Hazardous Waste.

Solid Waste – Useless, unwanted or discarded materials with insufficient liquid content to be free flowing, that results from domestic, industrial, commercial, agricultural, governmental and community operations, which require proper storage, collection,

transportation and disposal to prevent environmental pollution unfavorable to public health, safety and welfare.

Stable Matter – All manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

ARTICLE 6.0 – RESIDENTIAL REFUSE COLLECTION

6.1 Service Provided

- A. The CONTRACTOR shall provide curbside collection service for residential refuse at each residential unit two times per week. Bags shall be placed at the curbside by 7:00 A.M. on the designated collection day. All refuse must be placed in bags except as noted within these documents and there will be a limit of 25 bags per collection day. Should a customer exceed the maximum limit, the contractor shall pick up the maximum limit and shall leave a printed explanation notice to the customer to explain why the excess was left.
- B. The CONTRACTOR will provide front-door collection of garbage and/or recyclables for senior and disabled residents and will make this service available to any resident as requested by the CITY.

6.2 Location of Bags for Collection

Each bag containing residential refuse shall be placed at curbside for collection and not weigh more than forty (40) pounds. Curbside refers to that portion of right-of-way adjacent to paved or traveled CITY streets or roadways. Bags shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, bags shall be placed as close as practicable to an access point for the collection vehicle. The CONTRACTOR may decline to collect any bag not so placed or any residential refuse not in a bag, except by prior written exception from the CITY.

6.3 Time of Collection

Collection of residential refuse shall not start before 7:00 A.M. and may not continue after 7:00 P.M. Exception to collection hours shall be effected only upon mutual agreement of the CITY and the CONTRACTOR, or when the CONTRACTOR reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

6.4 Routes of Collection

The CONTRACTOR shall establish residential unit collection routes. The CONTRACTOR shall submit a map designating the residential unit collection routes to the CITY for their approval, which approval shall not be unreasonably withheld. The CITY, at its option, may publish at its expense at least once during each calendar year, a map of such residential unit collection routes, in the newspapers published in the immediate area. The CONTRACTOR shall notify the CITY within thirty (30) days prior to implementation of any changes in route or schedules. All such changes must be approved by the CITY and documented in the same detail as the original maps supplied by the CONTRACTOR. Upon the CITY's approval of the proposed changes, CONTRACTOR shall promptly give written or published notice to the affected residential units at its expense and in a manner that is acceptable to the CITY.

6.5 Days of Collection

The days of collection will be on a consistent schedule throughout the Contract area. Scheduled days of collection are limited to Monday through Saturday. No regularly scheduled collection shall be allowed on Sunday.

6.6 Holidays

The CONTRACTOR may decide to observe any holidays by suspension of collection service on the holiday, but such decision in no manner relieves the CONTRACTOR of the obligation to provide collection service at least twice per week. CONTRACTOR shall provide the City of Tomball with an annual schedule for pick up when observed holidays fall on a normal collection day.

ARTICLE 7.0 – RESIDENTIAL BRUSH AND TREE TRIMMING COLLECTION

7.1 Service Provided

- A. The CONTRACTOR shall provide once per week curbside collection of brush and tree trimmings at residential units. The CONTRACTOR shall take all brush and tree limbs not longer than four (4) feet, and stacked in a pile not to exceed four (4) feet in height, and does not exceed four (4) feet in width. Tree limbs larger than four (4) inches in diameter will not be collected.
- B. The CONTRACTOR shall collect all Christmas trees, no matter what size, placed for collection.
- C. In the event that brush and/or tree trimming set out for collection do not meet the specification above, the CONTRACTOR shall leave a printed explanation notice for the customer.

7.2 Time and Place of Collection

Normal collection points for residential brush and tree trimmings shall be at curbside near the driveway. Brush and tree trimmings shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or impeding the flow of storm water. All brush and tree trimmings will normally be picked up on the first scheduled collection day of the week.

ARTICLE 8.0 – RESIDENTIAL BULKY WASTE COLLECTION

8.1 Service Provided

- A. The CONTRACTOR shall provide curbside collection of furniture, appliances and other items too large for residential refuse containers. All bulky items must be acceptable for disposal at a Type I municipal solid waste landfill.
- B. Service shall be provided to all customers in residential units located within the Contract area, for the benefit of customers who are currently living in the unit or who have recently vacated the unit.

8.2 Time and Place of Collection

The CONTRACTOR shall provide curbside collection of residential bulky waste within one week of notification by customer at a designated toll-free number, provided to the CITY. The customer shall be given a date and time for which collection will occur.

ARTICLE 9.0 – RESIDENTIAL AND COMMERCIAL RECYCLABLE COLLECTION

9.1 Service Provided

- A. The CONTRACTOR shall provide once per week curbside collection of recyclables from a recyclable container provided by the CONTRACTOR.
- B. The CONTRACTOR will provide the initial recyclables containers to all residential units at no cost to the customers. Customers may purchase additional or replacement containers from the CONTRACTOR at cost. The CONTRACTOR will make this cost known to the CITY. The CONTRACTOR will deliver a recycle bin to new customers within one week of notification by the CITY.
- C. The CONTRACTOR, at the request of the City, shall conduct and engage in recycling education to include, but not limited to, brochures and printed materials and public town hall meetings.

9.2 Time and Place of Collection

The CONTRACTOR shall provide curbside collection of recyclable commodities once per week within the Contract area. Normal collection points for residential recyclables shall be at curbside (adjacent to roadway). Recyclables containers will normally be picked up on the second scheduled collection day of the week.

9.3 Materials to be Collected

The CONTRACTOR shall furnish all labor, supervision, and equipment necessary to provide curbside recyclable collection for residential units within the Contract area as follows:

- A. The CONTRACTOR shall collect all recyclables as determined by the CITY. The CONTRACTOR shall collect the following items: newspaper and inserts, aluminum cans, No. 1 (PET) plastic and No.2 (HDPE) plastic containers.
- B. The CONTRACTOR shall collect all recyclables placed in a container provided by the CONTRACTOR. If unacceptable materials are placed in the container, the CONTRACTOR shall collect all acceptable materials and leave the unacceptable materials with a clearly explanatory printed notice to the customer.
- C. The CONTRACTOR shall be responsible for collecting overflow recyclables placed on top of or beside the recyclables container.
- D. The CONTRACTOR may add new recyclable materials only if it is demonstrated that an economical market exists for the material and with approval of City Council.
- E. The CONTRACTOR shall not dispose recyclables in a landfill, without prior written consent by the CITY.
- F. The CONTRACTOR understands that recyclable commodities service is provided to residents of the CITY of Tomball through the CITY billing and collection department. As new utility customers are added to the CITY's billing, the CITY shall notify the CONTRACTOR of the additional customers who shall then become a designated residential unit for purposes of this agreement. The CONTRACTOR shall begin collection service for newly added designated household within one week of receipt of notice that the household has been added to the CITY's utility billing. It shall be the CONTRACTOR's responsibility to deliver a recyclable container to newly designated households in advance of the first collection date for each household.

9.4 Ownership of Recyclables

At any time after recyclable commodities have been placed outside for collection, such recyclable commodities shall be considered transferred to the CITY for the purpose of sale or other disposal pursuant to the terms of this Contract. Only the customer who placed said recyclable commodities outside of collection might take back such materials as the customer desires until such recyclable commodities have been collected by the CONTRACTOR. At the time that the recyclables are collected by the CONTRACTOR, ownership of said recyclables shall transfer from the CITY to the CONTRACTOR.

ARTICLE 10.0 – COMMERCIAL/INDUSTRIAL COLLECTION

10.1 Services Provided

- A. The CONTRACTOR shall provide collection service for the collection of commercial/industrial refuses to all commercial/industrial units in accordance with individual agreements with generators at rates specified in the Proposal.
- B. The CONTRACTOR shall provide initial bins or 95-gallon polycart containers specifically designed for commercial/industrial refuse collection at no cost. Bins and hand load container shall be covered or otherwise maintained to provide protection from weather and wind. Replacement 95-gallon polycart containers shall be purchased from the CONTRACTOR at cost. The CONTRACTOR will make this cost known to the CITY.

10.2 Location of Bins and Containers

- A. Each bin shall be placed in an accessible, outside location on a hard surface according to individual agreement. The CONTRACTOR may decline to collect refuse in bins not so placed. Bins can not block the visibility triangle at intersections.
- B. Commercial 95-gallon polycart container shall be placed at curbside for collections. Curbside refers to that portion of right-of-way adjacent to paved or traveled public roadways including alleys. Containers with contents not weighing more than one hundred (100) pounds shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. The CONTRACTOR may decline to collect any container not so placed.

10.3 Time of Collection

Collection of commercial/industrial refuse from bins and commercial 95 gallon polycart hand load containers shall take place according to individual agreements

with generators requiring such service. Establishments generating putrescible garbage or refuse shall receive a minimum of twice a week pickup. In no event, however, will collection service begin before 7:00 A.M. or after 7:00 P.M. where service is adjacent to residential units.

10.4 Roll-Off Container Service

The CONTRACTOR shall provide permanent or temporary roll-off containers and/or compactors for special collections of bulky waste, construction debris or stable matter when requested by commercial/industrial units at rates established in the attached Exhibit "A" and in accordance with individual agreement with generators.

10.5 City Facilities

The CONTRACTOR shall collect at no cost to the CITY all refuse generated by CITY facilities and placed for collection at identified CITY locations. The CITY agrees that the number of locations and facilities for which services are provided free of charge shall not exceed twenty-five (25) in any given year. The collection schedule for services provided at no charge shall be mutually agreed upon by the CITY and the CONTRACTOR.

10.6 Community Service

The CONTRACTOR will provide donated special collection services for important and community events including, but not limited to:

- Tomball Spring and Fall Clean Up
- Independence Day
- Rotary Fish Fry
- Tomball Go Texas
- Tomball Night
- Holiday Parade
- Tomball High School FFA Project
- Tomball German Heritage Festival
- The Regional Arts Council Arts Festival
- Tomball German Christmas Market
- Rails and Tails (Crawfish Festival)
- Bugs, Brew & BBQ (Car show and BBQ)
- Honky Tonk Music Festival
- Blue Grass Music Festival

These services will be provided as mutually agreed to be fair to the CONTRACTOR and the CITY.

ARTICLE 11.0 – COMPLAINTS REGARDING SERVICE/SPILLAGE

11.1 Complaint Receipt and Handling

- A. All customer complaints shall be initially directed to the CONTRACTOR for handling. The CONTRACTOR shall make provisions for receiving and resolving customer complaints and service issues pertaining to all services under this agreement. Complaints received by the CITY shall be forwarded to the CONTRACTOR immediately and it shall be the duty of the CONTRACTOR to take whatever steps may be required to remedy the cause of the complaint and to notify the CITY of its disposition within twenty-four (24) hours after receipt. In the event of alleged missed scheduled collection, the CONTRACTOR shall investigate and, if such allegations are confirmed, shall arrange for the collection of the refuse within twenty-four (24) hours after receiving the complaint. The CONTRACTOR shall maintain a complaint log, which includes; name of complainant, date, address, nature of complaint, action taken and date complaint was resolved. Such logs shall be made available to the CITY each month on or before the 10th day of the month. All complaints shall be given prompt and courteous attention.
- B. The CONTRACTOR shall maintain a toll-free telephone number, listed in the Tomball telephone directory in the name of the CONTRACTOR, and shall at all times during the hours of 8:00 A.M. and 5:00 P.M. of each normal working day, except Saturdays, Sundays, and holidays, have some person available at such number with whom the public, the CITY, its employee or agents may communicate, discuss and refer any complaint or inquiry arising in connection with such collection and disposal service.
- C. The CONTRACTOR shall have his service personnel meet with the Permit/Utility Billing Supervisor at least twice per month or as needed to resolve open complaints.

11.2 Damage Claims Resolution

The CONTRACTOR shall provide the CITY with a full explanation of the disposition of any complaint involving a customer's claim of damage to private property as the result of actions of the CONTRACTOR's employees, agents or subcontractors.

11.3 Failure to Remedy Complaints

The CONTRACTOR'S failure to use reasonable and diligent efforts to remedy the cause of the complaint as provided for in the paragraphs above shall be considered a breach of the Contract.

ARTICLE 12.0 – COLLECTION AND TRANSPORT OF REFUSE

12.1 Appearance

The CONTRACTOR shall ensure that all collection and transport service equipment is in good condition and repair, and attractively painted and clean looking in appearance. The CITY shall have the right to inspect and approve appearance of collection service equipment.

12.2 Due Diligence

- A. The CONTRACTOR shall exercise the utmost care and diligence in the performance of the work required by the Contract documents. Every effort must be made to prevent spillage during the collection process. However, in the event that solid waste is spilled, the collector shall immediately clean up the material before leaving the location of the spillage.
- B. The CONTRACTOR shall be solely responsible for all damages to containers and property resulting from the CONTRACTOR's actions or omissions.

12.3 Vehicles

- A. The CONTRACTOR shall provide and maintain during the entire period of the Contract a fleet of solid waste collection vehicles sufficient in number and capacity to perform the work and render the service required by the contract. The vehicles must contain all residential and commercial/industrial refuse, bulky waste and recyclables so that no material is spilled, leaked, or blown from the vehicle during its transit to the identified disposal site.
- B. The CONTRACTOR shall maintain collection vehicles in good repair at all times. All parts and systems of the collection vehicles shall be operated and maintained properly. Any leakage or spills of fuels, lubricants, or oil from or by collection vehicles shall be cleaned up immediately before leaving the location of the spill or leak and immediately reported to the CITY. It shall be the CONTRACTOR's responsibility to repair or replace property damaged by the CONTRACTOR, provided that all roads, driveways and other surfaces upon which the CONTRACTOR'S vehicles are required to drive to perform the collection services of this Contract shall be sufficient to withstand the weight of such vehicles loaded to capacity and the CONTRACTOR shall not be responsible or liable to any damage to roads, driveways or other surfaces unless caused by the CONTRACTOR'S negligence. The CONTRACTOR shall save, defend, indemnify, and hold the CITY harmless from and against any claims, demands, costs, suits, and liabilities asserted by an individual or entity for injuries to persons or damage to property arising in any way from or incident to the breakdown or disrepair of any of the CONTRACTOR's

vehicles and other equipment or any leakage, spills of fuels, lubricants, oil, chemicals, emissions, noise, or pollutants discharged therefore.

- C. The CONTRACTOR's vehicles and other equipment must be clearly identified. This identification shall be affixed to each vehicle and piece of equipment. All vehicles and equipment used in collection and transport service shall be in good repair, clean, well maintained and free of excessive noise, odor or emission.

ARTICLE 13.0 – PRICE AND METHOD OF PAYMENT

13.1 Contractor's Compensation

- A. On or before the 10th business day of each month after the work has been performed, the CONTRACTOR shall submit to the CITY an invoice for all services rendered to residential, commercial/industrial units and other services provided at the rates and upon the terms provided in this agreement (see Exhibit "A", Schedule of Fees, Unit Price)
- B. The CONTRACTOR's rate of compensation shall be determined based upon the unit prices stipulated in the CONTRACTOR's Cost, attached hereto in Exhibit "A". Within thirty (30) days of the CITY's receipt of invoice and any supporting data requested by the CITY, the CITY will remit payment to the CONTRACTOR subject to the conditions of this Agreement and the CONTRACTOR's compliance with the terms of this agreement. Any such payments by the CITY shall be reduced by such amounts as the CITY may otherwise withhold or retain as provided by the Contract documents, as well as the ten percent (10%) franchise fee being deducted from the invoice.
- C. Information regarding the number of units in the Contract area shall be obtained from the CITY reports of additions, changes or deletions of units faxed or emailed by the CITY's Utility Billing Department throughout each month. All invoices for payment submitted by the CONTRACTOR to the CITY shall refer to the proper number of units.

13.2 Collection Services

The CITY shall act as collector for all accounts and shall submit all statements to and collect from all occupied residential units and commercial/industrial units, which have contracted with the CONTRACTOR for services provided herein.

13.3 New Customers

New customers must come to the CITY requesting solid waste collection and disposal. The CITY will contact the CONTRACTOR to arrange for the specific services that will be required. The CITY shall receive all changes from

commercial/industrial customers and such changes shall be faxed or emailed to the designated contact number or address provided by the CONTRACTOR. All customers who request temporary roll-off services must be processed through the CITY prior to any service by the CONTRACTOR.

13.4 Delinquent and Closed Accounts

- A. The CITY shall notify the CONTRACTOR of any delinquency in the payment for collection services on the part of any unit. The CONTRACTOR shall discontinue refuse collection services at any unit upon receipt of written notice from the CITY that such unit is not occupied or is delinquent in payment for service. Upon further notification by the CITY, the CONTRACTOR shall resume refuse collection on the next regularly scheduled collection day.
- B. The CITY shall remit payments to the CONTRACTOR for all occupied residential units and non-delinquent commercial/industrial units until such time the CONTRACTOR is notified to discontinue refuse collection services as provided by the contract documents.

ARTICLE 14.0 – MODIFICATION OF CONTRACT RATES

14.1 Contract Term

- A. The unit prices specified in the CONTRACTOR's Cost, see attached Exhibit "A", shall not be subject to change during the first year of the term hereof. The Contract prices constitute the total compensation payable to the CONTRACTOR for services performed pursuant to the Contract documents.
- B. The rates which may be charged for the second and subsequent years of the term of the Contract shall be adjusted upward or downward to reflect changes in the cost of operations as reflected by fluctuations in the Consumer Price Index for Urban Wage Earner and Clerical Workers (all items, Houston area), as published by the U.S. Department of Labor, Bureau of Labor Statistics.
- C. It is the responsibility of the CONTRACTOR to initiate any and all rate modifications. No later than June 15th, the CONTRACTOR shall send to the CITY a comparative statement setting out for the index:
 - 1. The index value for May of the current year;
 - 2. The index value for May the previous year;
 - 3. The net percentage change; and

4. The increase or decrease in the fees, which may be charged by the CONTRACTOR.

Changes in rates, either increases or decreases, will become effective as of the CITY's fiscal year start date, October 1st.

D. Any adjustments to change the rates charged for collection services shall be reviewed and considered by the CITY staff for recommendation to the City Council. The CONTRACTOR may petition the CITY, in writing, for an increase in the rates established hereunder by submitting documentation to support the requested increase. The CONTRACTOR shall present its increase justification to the CITY Council at a duly scheduled Council meeting. The CONTRACTOR agrees to provide all documentation and information requested by the CITY staff and/or the CITY Council. Any increase must be approved by the CITY Council.

ARTICLE 15.0 – STREET USE/FRANCHISE FEE

The CITY recognizes that, as a franchisee, the CONTRACTOR must use street and alleys of the CITY. In order to assist in the maintenance of those streets and alleys and also, in order to compensate the CITY in the administration of this franchise, a ten percent (10%) franchise fee for all work performed under this Agreement for which the CONTRACTOR has been paid will be remitted to the CITY, by being deducted from the invoice.

ARTICLE 16.0 – TERMINATION FOR CAUSE

The CITY may terminate the Contract for cause upon any of the following events of default:

- A. If, in the CITY's sole discretion, the CONTRACTOR fails to fulfill or maintain in a timely and proper manner any obligations, duties or provisions of or under the Contract documents and, unless otherwise provided herein, the CONTRACTOR shall fail to cure such default within thirty (30) calendar days of its receipt of written notice from the CITY specifying the conditions in which the CONTRACTOR has failed to perform. Such termination may be stayed at the sole option of the CITY, pending cure of the default if action to cure begins during the thirty (30) day period and is successfully completed.
- B. If the CONTRACTOR is adjudicated a voluntary or involuntary bankrupt, or a petition is filed by or against the CONTRACTOR to declare the CONTRACTOR bankrupt, or if the CONTRACTOR is subject to the appointment of a receiver or trustee and fails to have the receiver or trustee removed within sixty (60) days, or if any assignment of the CONTRACTOR's becomes insolvent, or is unable to pay its debt as they become due.

- C. If the CONTRACTOR fails to provide and maintain the performance bond as required by the contract; fails to obtain or maintain the insurance policies and endorsements as required by the contract; or fails to provide the proof of insurance as required by the contract.

ARTICLE 17.0 – BONDS AND INSURANCE

17.1 Performance Bond

Upon Contract execution, the CONTRACTOR shall furnish the CITY a bond with a corporate surety in the amount equal to one hundred percent (100%) of the annual Contract sum. The CONTRACTOR shall pay all premiums chargeable for the bond. The bond shall be valid and non-cancelable for the period of Contract and shall be renewed annually upon Contract renewal or extension.

17.2 Insurance

The CONTRACTOR shall comply with all applicable laws relating to Workmen's Compensation and shall carry insurance, at its own expense, with responsible insurance companies acceptable to the CITY of the types and in the minimum amounts set forth in Exhibit "B" attached hereto. Unless prohibited by law, all policies of insurance held or obtained by the CONTRACTOR and each of its subcontractors, whether required by the Contract or not, shall be sufficiently endorsed to waive any and all claims by the underwriters or insurers against the CITY, their officers, directors, agents, employees, and invitees, for injuries, death, losses and/or damages covered by such policies. The CONTRACTOR shall have its insurance carriers deposit with the CITY before starting any work under this Contract certificates of insurance showing all insurance coverage and providing for not less than ten (10) days prior written notice of cancellation, reduction or other material change. Failure to maintain said insurance, approved as aforesaid, shall constitute sufficient grounds for immediate cancellation or suspension of this Contract by the CITY.

ARTICLE 18.0 – INDEMNIFICATION

The CONTRACTOR will indemnify, save harmless, and exempt the CITY, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Contract arising out of a willful or negligent act or omission of the CONTRACTOR, its officers, agents, servants, and employees; provided, however, that the CONTRACTOR shall not be liable for any suits, actions, legal proceeding, claims, demands, damages, cost, expenses, and attorneys' fees arising out of a willful or negligent act or omission of the CITY, its officers, agents, servants and employees.

The CONTRACTOR shall assume all responsibilities for, including control and removal of, and indemnify and hold the CITY harmless against and from loss, cost of damage arising from pollution or contamination which originates above the surface of the land or water:

From spills or leaks of fuels, lubricants, motor oils, paints, solvents, garbage, rubbish, sewage, sludge and other materials in the CONTRACTOR's possession and control, whether or not caused by the negligence of the CONTRACTOR.

18.1 Pollution Control and Removal

Without relieving the CONTRACTOR of any of its obligations above provided, it is agreed that the CITY may take part to any degree it deems necessary in the control and removal of any pollution or contamination which is the responsibility of the CONTRACTOR under the foregoing provisions; and the CONTRACTOR shall reimburse the CITY for the cost thereof.

ARTICLE 19.0 – REPRESENTATIONS AND RESPONSIBILITIES

It is the responsibility of the CONTRACTOR to be familiar with the nature and extent of the Contract documents, work, locality, and with all local conditions, regulations and laws that in any manner may affect cost, progress or performance of the work. The CONTRACTOR has made examinations, investigations and studies of all reports and related data as deemed necessary for the performance of the work at the Contract price, within the Contract term and in accordance with the other terms and conditions of the Contract documents; and no additional examination, investigations, reports or similar data are or will be required by the CONTRACTOR for such purpose.

19.1 Independent Contractor

The CONTRACTOR shall be an independent contractor with respect to all work done and services performed hereunder, and neither the CONTRACTOR nor anyone used or employed by the CONTRACTOR shall be deemed for any purpose to be the agent, servants or representative of the CITY in the performance of such work or services or any part thereof, or in any matter dealt with herein, and the CITY shall have no direction or control of the CONTRACTOR, or its employees and agents, except in the results to be obtained. It is understood that by this provision, neither party is assuming any liability for the actions or omission of the other party, except as is stated in this contract.

Should there be a change in the CONTRACTOR's name or ownership by a merger or take-over by another entity, or any such event, this Contract is not subject to change and shall be upheld throughout the life of the agreement period or until the CITY so chooses to change.

19.2 Subcontractors and Assignments

- A. The CONTRACTOR shall not subcontract any part of its responsibility under this Agreement without the approval of the CITY. All work performed for the CONTRACTOR by a subcontractor will be performed in accordance with the Contract documents, and the rights of the CITY shall be preserved and protected so that subcontracting of the work under the Contract will not prejudice those rights.
- B. The Obligations of the CONTRACTOR pursuant to the Contract documents are not to be transferred, or assigned to any person or organization without the express written consent of the CITY. In the event of any such assignment, the assignee shall comply with any conditions that the CITY may reasonably require. Any such assignment shall not relieve or excuse the CONTRACTOR from responsibility for performance to the CITY in the event the assignee does not fully perform all work and other obligations of the CONTRACTOR under the contract.

19.3 Inspection of Records and Operations

The CITY shall have the right from time to time during reasonable business hours to inspect and audit all of the CONTRACTOR's books and records bearing directly or indirectly on the work and services performed hereunder. The CITY shall also have the right to inspect facilities, equipment, personnel and operations of the CONTRACTOR to assure itself of the appearance, sound business operations and compliance with contractual obligations by the CONTRACTOR.

The CONTRACTOR shall supply the CITY with monthly reports documenting the tonnage of all refuse, rubbish, construction debris, and any other waste collected for the CITY. This report is to be submitted to the Permits/Utility Billing Supervisor no later than the 10th day of the month following the month of collection.

The CONTRACTOR shall supply the CITY with monthly reports documenting the amount of tonnage for each category of recyclables and the dollar value of the gross revenues received for each category. This report is to be submitted to the Permits/Utility Billing Supervisor no later than the 10th day of the month following the month of collection.

19.4 Laws, Taxes and Fees

The CONTRACTOR agrees that it shall comply with all laws, policies, ordinances, codes, rules and regulations, and shall pay all taxes and fees which may be chargeable against the performance of the work or incidental to the contract.

19.5 Reports and Accidents

The CONTRACTOR shall report to the CITY as soon as practicable all accidents or occurrences resulting in injuries to the CONTRACTOR's employees, agents, licensees, or invitees, or damage to property arising out of or during the course of the work or services performed for the CITY by the CONTRACTOR or of any subcontractor of the CONTRACTOR, and when requested, shall furnish the CITY with a copy of reports made by the CONTRACTOR to the CONTRACTOR's insurer or to others of such accidents or occurrences.

19.6 Captions and Headings

The captions, article numbers and other such designations appearing in the Agreement are inserted only as a matter of convenience and in no way define, limit, construe, or describe the scope of intent of such sections in this Agreement or in any way affect this agreement.

ARTICLE 20.0 – MISCELLANEOUS PROVISIONS

20.1 Force Majeure

This Contract is subject to all laws, orders, rules and regulations, and neither the CITY nor the CONTRACTOR shall be liable for any delay or damage due, occasioned or caused as a result of such laws, orders, rules or regulations, or by action of the elements, or causes beyond the control of the parties; and any delay due to above causes or any of them, shall not be deemed to be a breach of or failure to perform this contract, or any part thereof. In the event of such a force majeure, the CONTRACTOR shall give the CITY prompt telephone notification followed by written notice of the particulars and estimated duration of said force majeure. During such period or periods of time, a deduction in the proportional charge for collection and removal of refuse and/or recyclables at the prevailing rates shall be made. The CONTRACTOR must make a reasonable effort to resume service as soon as possible.

20.2 Storm Related Debris

The CONTRACTOR shall provide the CITY with additional services for the removal of storm related debris to include; bagged leaves and green waste; cut limbs and brush stacked in piles not to exceed four feet long and four feet wide; damaged fencing material; damaged carpet; and similar storm related debris. Additional services to be provided by the CONTRACTOR shall include; grapple trucks or similar equipment capable of self loading material; delivery, hauling, and removal of additional containers sufficient for containing and removing storm related debris. The total annual amount of storm related debris removal services shall not exceed 1,520 cubic yards.

CONTRACTOR and CITY agree that the CONTRACTOR may submit, as requested by CITY, a proposal for costs associated with removal of additional storm related debris for any volume that exceeds the specified annual amount. The CITY may, at its sole option, enter into a separate agreement with CONTRACTOR for the purpose of removing additional storm related debris. However, the CONTRACTOR is under no obligation to provide services for the removal of storm related debris that exceeds the specified annual amount.

20.3 Notices

All notices required to be given by either party to the other party under the terms of this Contract shall be in writing and, unless written notice of a change of address is given, shall be sent to the parties at the addresses following:
CITY:

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

CONTRACTOR:

Waste Corporation of Texas, L.P.
8515 Highway 6 South
Houston, TX 77083
Attention: Jerry P. Martin, Regional Vice President

All notices shall be deemed to have been properly served when delivered by the mail or delivered by confirmed facsimile.

20.4 Change Orders and Modifications

Any change order or modifications to the Contract must be mutually agreed upon by the parties and be incorporated by written amendment(s) to the contract. The City Manager and/or the CITY Council shall have the authority to change or modify the Contract on behalf of the CITY.

20.5 Ownership

Title to refuse, rubbish and other waste to be collected under the term of this Agreement shall pass to the CONTRACTOR when placed in the CONTRACTOR's collection vehicle, removed by the CONTRACTOR from a bin or container, or removed by the CONTRACTOR from the customer's premises, whichever first occurs.

20.6 Attorney's Fees

In the event that the CITY is required to take any legal action to enforce the terms and conditions of any Agreement because of the breach of or failure to perform any term or condition by the CONTRACTOR, the CONTRACTOR agrees to pay all costs expended by the CITY, including reasonable attorney fees.

20.7 Federal and State and Local Law to Apply

This Agreement shall be construed under and in accordance with Federal, State and Local Laws and all obligations of the parties created hereunder are performable in Tomball, Harris County, Texas

20.8 Entire Agreement

This instrument contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral representations or modifications concerning this instrument shall be of no force or effect and this Agreement may not be amended except by a subsequent modification in writing, signed by the parties hereto or by ordinance adopted by the CITY.

20.9 Severability

If any part of this Agreement for any reason is declared invalid, such decision shall not affect the validity of any remaining portion, which remaining portion shall remain in force and effect as if this Agreement had been executed with the invalid portion thereof eliminated. It is hereby declared the intention of the parties that they would have executed the remaining portion of this Agreement without any such part, parts or portions which may, for any reason, be hereafter declared invalid.

IN WITNESS WHEREOF, the parties hereto have executed the Contract on the day and year first written above.

The Contract will be effective on _____, 2014

ATTEST:

CITY OF TOMBALL

Doris Speer, City Secretary

By: _____
George Shackelford, City Manager

ATTEST:

WASTE CORPORATION OF TEXAS, L.P.

(Title)

By: _____

(Title)

(Seal if bid is by a Corporation)

City of Tomball, Texas

Solid Waste Collection & Disposal

Comparison of Current Service Rate and Newly Proposed service Rate

Proposal Item	Description of Proposed Service	Pick Ups per Week	Estimated Number of Units	Customer Rate Under Current WCA Contract	Customer Rate Under Proposed WCA Contract
1	Residential curbside refuse collection and disposal consisting of plastic bags to be picked up twice per week and including curbside collection and disposal of 18 gallon recyclable container and green waste collection and disposal	2	2412	\$14.74	\$15.70
Alternate A	Residential curbside collection and disposal consisting of 95 gallon poly cart and including once per week curbside collection and disposal of 18 gallon recyclable container and green waste collection and disposal.	1	2412	N/A	\$12.75
Alternate B	Residential curbside refuse collection and disposal consisting of 95 gallon poly cart and including once per week curbside collection and disposal of 95 gallon recyclable poly cart and green waste collection and disposal.	1	2412	N/A	\$14.49
2	Residential curbside refuse collection and disposal. (Additional 95 Gallon Poly Cart to Same Customer)	1	100	N/A	\$17.32
3	95 Gallon Poly Cart (Commercial)	1	130	\$24.00	\$24.87
4	Additional 95 Gallon Poly Cart to Same Commercial Customer	1	0	\$21.00	\$17.70

City of Tomball, Texas

Solid Waste Collection & Disposal

Comparison of Current Service Rate and Newly Proposed service Rate

Proposal Item	Description of Proposed Service	Pick Ups per Week	Estimated Number of Units	Customer Rate Under Current WCA Contract	Customer Rate Under Proposed WCA Contract
5	95 Gallon Poly Cart (Commercial)	2	59	\$29.00	\$25.52
6	Additional 95 Gallon Poly Cart to Same Customer (Commercial)	2	6	\$24.00	\$29.62
7	3 Yard Commercial Dumpster	1	55	\$75.00	\$79.04
8	3 Yard Commercial Dumpster	2	12	\$119.00	\$126.20
9	3 Yard Commercial Dumpster	3	4	\$178.00	\$189.96
10	3 Yard Commercial Dumpster	4	4	\$224.00	\$238.07
11	3 Yard Commercial Dumpster	5	1	\$279.00	\$290.50
12	3 Yard Commercial Dumpster	6	2	\$335.00	\$356.48
13	Additional 3Yard Commercial Dumpster to Same Customer	6	1	\$298.00	\$235.47
14	4 Yard Commercial Dumpster	1	40	\$81.00	\$85.84
15	Additional 4 Yard Commercial Dumpster to Same Customer	1	1	\$72.00	\$76.77
16	4 Yard Commercial Dumpster	2	13	\$128.00	\$136.61

City of Tomball, Texas

Solid Waste Collection & Disposal

Comparison of Current Service Rate and Newly Proposed service Rate

<i>Proposal Item</i>	Description of Proposed Service	Pick Ups per Week	Estimated Number of Units	Customer Rate Under Current WCA Contract	Customer Rate Under Proposed WCA Contract
17	Additional 4Yard Commercial Dumpster to Same Customer	2	1	\$115.00	\$122.28
18	4 Yard Commercial Dumpster	3	7	\$192.00	\$204.26
19	4 Yard Commercial Dumpster	4	3	\$241.00	\$256.30
20	4 Yard Commercial Dumpster	5	0	\$299.00	\$318.73
21	4 Yard Commercial Dumpster	6	0	\$361.00	\$383.80
22	6 Yard Commercial Dumpster	1	48	\$105.00	\$110.58
23	Additional 6 Yard Commercial Dumpster to Same Customer	1	4	\$93.00	\$98.86
24	6 Yard Commercial Dumpster	2	33	\$164.00	\$174.35
25	6 Yard Commercial Dumpster	3	24	\$247.00	\$262.69
26	Additional 6 Yard Commercial Dumpster to Same Customer	3	4	\$222.00	\$236.77
27	6 Yard Commercial Dumpster	4	2	\$309.00	\$329.16
28	6 Yard Commercial Dumpster	5	2	\$386.00	\$411.12

City of Tomball, Texas

Solid Waste Collection & Disposal

Comparison of Current Service Rate and Newly Proposed service Rate

Proposal Item	Description of Proposed Service	Pick Ups per Week	Estimated Number of Units	Customer Rate Under Current WCA Contract	Customer Rate Under Proposed WCA Contract
29	6 Yard Commercial Dumpster	6	5	\$462.00	\$491.80
30	8 Yard Commercial Dumpster	1	30	\$126.00	\$134.00
31	Additional 8 Yard Commercial Dumpster to same Customer	1	0	\$114.00	\$121.00
32	8 Yard Commercial Dumpster	2	44	\$202.00	\$214.67
33	Additional 8 Yard Commercial Dumpster to Same Customer	2	2	\$178.00	\$193.84
34	8 Yard Commercial Dumpster	3	38	\$300.00	\$320.04
35	Additional 8 Yard Commercial Dumpster to Same Customer	3	2	\$271.00	\$288.83
36	8 Yard Commercial Dumpster	4	4	\$377.00	\$402.00
37	8 Yard Commercial Dumpster	5	7	\$463.00	\$491.80
38	Additional 8 Yard Commercial Dumpster to Same Customer	5	1	\$394.00	\$442.10
39	8 Yard Commercial Dumpster	6	7	\$565.00	\$589.88

City of Tomball, Texas

Solid Waste Collection & Disposal

Comparison of Current Service Rate and Newly Proposed service Rate

City of Tomball
RFP #2014-06
Solid Waste Collection and Disposal
Annualized Tabulation of Proposals

	Annualized Contract Amount Curbside Bag service	Annualized Contract Amount 95 Gal. Carts / 18 gal Recycle	Annualized Contract Amount 95 Gal. Carts / 95 Gal. Recycle
WCA Waste Corporation	\$1,184,763.48	\$1,110,956.28	\$1,154,661.72
Nexus	\$1,249,214.16	\$1,293,209.04	\$1,398,565.20
Waste Management, Inc	\$1,601,028.56	\$1,541,982.80	\$1,585,977.68

City of Tomball
RFP #2014-06
Solid Waste Collection and Disposal
TABULATION OF PROPOSALS

Description of Current Services	WCA Waste Corporation	Nexus	Waste Management Inc.
Residential curbside refuse collection and disposal (Plastic Bags Placed Curbside)	393,348.96 / Year	423,740.16 / Year	439,948.80 / Year
Residential curbside refuse collection and disposal (95 Gal. Poly Cart & 18 Gal. Recycle Containers)	319,541.76 / Year	467,735.04 / Year	380,903.04 / Year
Residential curbside refuse collection and disposal (95 Gal. Poly Cart & 95 Gal. Recycle Container)	363,247.20 / Year	573,091.20 / Year	424,897.92 / Year
95 gallon commercial container (one pick up per week)	32,884.80 / Year	28,548.00 / Year	31,200.00 / Year
Additional 95 gallon commercial container to same customer (one pick up per week)	-0-	-0-	-0-
95 gallon commercial container (two pick ups per week)	14,995.44 / Year	20,178.00 / Year	21,240.00 / Year
Additional 95 gallon commercial container to same customer (two pick ups per week)	1,808.64 / Year	\$2,052.00 / Year	2,160.00 / Year
3 yard commercial dumpster (one pick up per week)	43,474.20 / Year	38,280.00 / Year	44,121.00 / Year
3 yard commercial dumpster (two pick ups per week)	15,081.12 / Year	12,960.00 / Year	19,252.80 / Year
3 yard commercial dumpster (three pick ups per week)	7,566.72 / Year	6,480.00 / Year	9,622.56 / Year
3 yard commercial dumpster (four pick ups per week)	9,483.36 / Year	8,880.00 / Year	12,295.00 / Year
3 yard commercial dumpster (five pick ups per week)	2,954.28 / Year	2,880.00 / Year	3,975.64 / Year

Description of Current Services	WCA Waste Corporation	Nexus	Waste Management Inc.
3 yard commercial dumpster (six pick ups per week)	7,099.92 / Year	6,840.00 / Year	8,577.12 / Year
4 yard commercial dumpster (one pick up per week)	34,195.20 / Year	32,640.00 / Year	43,152.00 / Year
Additional 4 yard dumpster to same customer (one pick up per week)	764.52 / Year	780.00 / Year	1,078.80 / Year
4 yard commercial dumpster (two pick ups per week)	17,685.72 / Year	17,160.00 / Year	24,354.72 / Year
Additional 4 yard commercial dumpster to same customer (two pick ups per week)	1,217.76 / Year	1,140.00 / Year	1,873.44 / Year
4 yard commercial dumpster (three pick ups per week)	14,238.84 / Year	15,120.00 / Year	20,680.80 / Year
4 yard commercial dumpster (four pick ups per week)	7,657.20 / Year	8,100.00 / Year	11,451.60 / Year
4 yard commercial dumpster (five pick ups per week)	-0-	-0-	-0-
4 yard commercial dumpster (six pick ups per week)	-0-	-0-	-0-
6 yard commercial dumpster (one pick up per week)	52,859.52 / Year	50,688.00 / Year	69,062.40 / Year
Additional 6 yard commercial dumpster to same customer (one pick up per week)	3,937.92 / Year	3,984.00 / Year	5,755.20 / Year
6 yard commercial dumpster (two pick ups per week)	57,297.24 / Year	61,380.00 / Year	87,092.28 / Year
6 yard commercial dumpster (three pick ups per week)	62,784.00 / Year	67,680.00 / Year	92,666.88 / Year

Description of Current Services	WCA Waste Corporation	Nexus	Waste Management Inc.
Additional 6 yard commercial dumpster to same customer (three pick ups per week)	9,431.52 / Year	10,320.00 / Year	15,444.48 / Year
6 yard commercial dumpster (four pick ups per week)	6,555.84 / Year	7,200.00 / Year	10,424.16 / Year
6 yard commercial dumpster (five pick ups per week)	8,188.32 / Year	8,880.00 / Year	13,097.04 / Year
6 yard commercial dumpster (six pick ups per week)	24,487.80 / Year	27,000.00 / Year	40,093.20 / Year
8 yard commercial dumpster (one pick up per week)	40,035.60 / Year	36,720.00 / Year	54,756.00 / Year
Additional 8 yard commercial dumpster to same customer (one pick up per week)	-0-	-0-	-0-
8 yard commercial dumpster (two pick ups per week)	94,063.20 / Year	95,040.00 / Year	147,523.20 / Year
Additional 8 yard commercial dumpster to same customer (two pick ups per week)	3,860.64 / Year	4,320.00 / Year	6,705.60 / Year
8 yard commercial dumpster (three pick ups per week)	121,109.04 / Year	134,064.00 / Year	193,389.60 / Year
Additional 8 yard commercial dumpster to same customer (three pick ups per week)	5,752.56 / Year	6,240.00 / Year	10,178.40 / Year
8 yard commercial dumpster (four pick ups per week)	16,013.28 / Year	18,720.00 / Year	26,461.44 / Year
8 yard commercial dumpster (five pick ups per week)	35,009.52 / Year	38,640.00 / Year	59,404.80 / Year
Additional 8 yard commercial dumpster to same customer (five pick ups per week)	4,495.92 / Year	5,520.00 / Year	8,486.40 / Year
8 yard commercial dumpster (six pick ups per week)	41,991.60 / Year	47,040.00 / Year	65,503.20 / Year

City of Tomball, Texas

Project 2014-06 Solid Waste Collection and Disposal

Commercial Roll Offs and Temporary Containers

Description of Current Services	WCA Waste Corporation	Nexus	Waste Management, Inc.
20 yard commercial roll off (one year or more)			
Deliver Fee:	\$105.00	\$65.00	\$100.00
Monthly Rental:	\$125.00	\$137.64	\$90.00
Haul off and Disposal fee:	\$272.95	\$255.00	\$290.00
30 yard commercial roll off (one year or more)			
Delivery Fee:	\$105.00	\$65.00	\$100.00
Monthly Rental:	\$125.00	\$137.64	\$90.00
Haul off and Disposal fee:	\$315.00	\$290.00	\$356.00

Description of Current Services	WCA Waste Corporation	Nexus	Waste Management, Inc.
40 yard commercial roll off (one year or more)			
Delivery Fee:	\$105.00	\$65.00	\$100.00
Monthly Rental:	\$125.00	\$137.64	\$90.00
Haul off and Disposal fee:	\$355.00	\$420.00	\$409.00
Compactor / roll off container / equipment			
Delivery Fee:	\$105.00	\$65.00	\$150.00
Monthly Rental:	N/A	N/A	N/A
Haul Fee:	\$250.00	\$200.00	\$545.00
Disposal Fee:	\$25.00 / Ton	\$38.00 / Ton	\$34.38 / Ton

Description of Current Services	WCA Waste Corporation	Nexus	Waste Management, Inc.
Temporary 30 yard roll off container (Less than 12 months)			
Delivery Fee:	\$105.00	\$65.00	\$100.00
Monthly Rental:	\$125.00	\$137.64	\$90.00
Haul off and Disposal Fee:	\$315.00	\$320.00	\$356.00
Temporary 40 yard roll off container (Less than 12 months)			
Delivery Fee:	\$105.00	\$65.00	\$100.00
Monthly Rental:	\$125.00	\$137.64	\$90.00
Haul off and Disposal Fee:	\$355.00	\$420.00	\$409.00
20 Yard Recyclable Container (one year or more)			
Delivery Fee:	\$105.00	\$65.00	\$100.00
Monthly Rental:	\$125.00	\$137.64	\$120.00
Haul off and Disposal Fee:	\$273.00	\$200.00	\$275.00

Description of Current Services	WCA Waste Corporation	Nexus	Waste Management, Inc.
20 Yard Recyclable Container (less than one year)			
Delivery Fee:	\$105.00	\$65.00	\$100.00
Monthly Rental:	\$125.00	\$137.64	\$120.00
Haul off and Disposal Fee:	\$273.00	\$200.00	\$275.00
30 Yard Recyclable Container (one year or more)			
Delivery Fee:	\$105.00	\$65.00	\$100.00
Monthly Rental:	\$125.00	\$137.64	\$120.00
Haul off and Disposal Fee:	\$315.00	\$265.00	\$335.00

Description of Current Service	WCA Waste Corporation	Nexus	Waste Management, Inc
30 Yard Recyclable Container (less than one year)			
Delivery Fee:	\$105.00	\$65.00	\$100.00
Monthly Rental:	\$125.00	\$137.64	\$120.00
Haul off and Disposal Fee:	\$315.00	\$265.00	\$335.00
40 Yard Recyclable Container (one year or more)			
Delivery Fee:	\$105.00	\$65.00	\$100.00
Monthly Rental:	\$125.00	\$137.64	\$120.00
Disposal Fee:	\$355.00	\$365.00	\$380.00
40 Yard Recyclable Container (less than one year)			
Delivery Fee:	\$105.00	\$65.00	\$100.00
Monthly Rental:	\$125.00	\$137.64	\$120.00
Disposal Fee:	\$355.00	\$365.00	\$380.00

Regular City Council

Agenda Item

Data Sheet

Meeting Date: October 20, 2014

Topic:

Award Contract for Project No. 2015-01 - North Wastewater Treatment Plant Emergency Backup Generator to National Electrical Systems, Inc., in the Amount of \$249,456.00

Background:

The North Waste Water Treatment Plant was built in the late 1950's and was not constructed for a backup or standby power source at that time nor during the rehab in the mid 1980's. Without this on-site emergency generator in place, we run the risk of a possible overflow/spill situation in the event of an extended power outage. This would result in local ground contamination as well our adjacent receiving stream.

Origination:

Public Works Utility Department.

Recommendation:

Public Works Utility Superintendent recommends approval.

Funding: Yes

Account Number: 600-614-6409

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

John Escamilla, Utilities Superintendent

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

ATTACHMENTS:

Award Recommendation

October 14, 2014

Texas Board of Professional Engineers Registration No. F-439

Mr. John Escamilla
City of Tomball, Texas
501 James Street
Tomball, TX 77375

Re: North Wastewater Treatment Plant Generator Addition
City of Tomball, Texas
Operating Funds

Dear Mr. Escamilla:

We received bids for the referenced contract at the City of Tomball Public Works Building on October 7, 2014 at 2:00 PM. Bids were publically opened and read at that time.

5 contractors submitted proposals for this work. A summary tabulation of the bids is enclosed for your review. National Electrical Systems, Inc. submitted the lowest Base Bid plus Alternate proposal in the amount of \$249,456.00.

Although we have not worked with National Electrical Systems, Inc. in the past, we verified the references provided and find National Electrical Systems, Inc. to be an acceptable contractor. We recommend that the referenced contract be awarded to National Electrical Systems, Inc. on the basis of its proposal in the amount of \$249,456.00.

If you agree with this award, please execute all copies of this letter and return them to our office for further processing.

Sincerely,



Gregory S. Baird, PE

Approved by: _____

Date: _____

GSB:kwe
P:\PROJECTS\W5422 - City of Tomball\0103-00 - North Wastewater Treatment Plant Generator\Construction\Letters\ROA 101414.docx
Enclosure

cc: National Electrical Systems, Inc.
Mr. Glen Williams - City of Tomball

Regular City Council

Agenda Item

Meeting Date: October 20, 2014

Data Sheet

Topic:

Approve Development Agreement between the City of Tomball and Big Diamond LLC, a Texas Limited Liability Company, to Participate with the Over-Sizing Cost of Water and Sanitary Sewer Facility Extensions along Tomball Parkway (SH 249 Business), in the Amount Not to Exceed \$34,100.00

Background:

Attached is the Development Agreement between the City of Tomball and Big Diamond, LLC, associated with their request for the oversizing of the water and sanitary sewer facilities. The request is in accordance with Chapter 46, titled "Utilities", and Section 46-303, titled "Extension of city-owned utilities; required connections to city water, sewer, and gas lines for service of new construction". Big Diamond is required to provide plans for the proposed water and sanitary sewer facility extensions. The plans will be designed in accordance with the City of Tomball's Minimum Construction Standards for Community Improvements.

The development agreement is not to exceed \$34,100.00, based on the cost estimate provided by Big Diamond, LLC's engineer. The engineer's cost estimate is attached for Tomball Parkway (SH 249 Business) (minimum size to service the site only and ultimate size). The eligible costs under this agreement is for the oversizing of the lines along Tomball Parkway (SH 249 Business).

Origination:

Big Diamond LLC.

Recommendation:

Engineering Division recommends approval of the Development Agreement.

Funding:

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

Engineering Division

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

ATTACHMENTS:

Big Diamond Request Letter
Development Agreement - Big Diamond
Exhibit A
Exhibit B

October 9, 2014

Ms. Lori Lakatos, P.E.
City Engineer
City of Tomball
Community Development Department
501 James Street
Tomball, TX 77375

Re: Request for Developer Agreement to reimburse Big Diamond LLC, a Texas Limited Liability Company (**Big Diamond**) for costs associated with the installation of an upsized Public Water Line and Sanitary Sewer to serve lots A, B, & C of the Point Subdivision located within the City of Tomball, Texas

Dear Ms. Lakatos:

Big Diamond owns Lot 2 of the "Replat of The Point" Subdivision and intends to develop the lot as a convenience store with fuel sales. Public water and sanitary sewer service are not currently available to the site. In conjunction with your office, Brooks & Sparks, Inc. has developed construction plans for the extension of a City of Tomball 12" waterline and a 10" sanitary sewer line to serve the subdivision and properties to the north. These utility extension plans have been approved by TxDOT and your office.

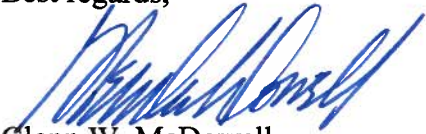
The proposed 12" public water line and 10" public sanitary sewer line will provide capacity well in excess of what will be required by the Big Diamond development. Attached are two Engineers Estimates for probable construction costs. The first estimate is for the upsized 12" water line and 10" sanitary sewer line extensions required by the City. The cost for this work is estimated to be \$219,004.00. The second is for the cost of the utility extensions based on the minimum sizes the City would have accepted (8" water and 8" sanitary). The cost for this work is estimated to be \$184,904.00. The difference in the estimates of \$34,100.00 reflects the difference in the cost of the materials.

Brooks & Sparks, Inc., on behalf of **Big Diamond**, respectfully requests that the City of Tomball prepare a Developer Agreement whereby **Big Diamond** can be reimbursed the \$34,100.00 difference between the cost of the minimum sized (8") infrastructure and the cost of the upsized water and sewer lines required by the City.

Brooks & Sparks, Inc. is available to answer any questions and discuss this matter at your convenience.

Thank you in advance for your cooperation.

Best regards,



Glenn W. McDowell
Associate Principal

Enclosure

City of Tomball UPSIZED REQUIREMENTS
Estimate of Probable Construction Costs
for 12" Public Water Line and 10" Sanitary Sewer
To Serve Lots A, B & C of the Point Subdivision
Brooks & Sparks, Inc. #342-0275
October 9, 2014

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
SITE PREPARATION					
1	Stabilized Construction Exit	EA	1	\$ 1,750.00	\$ 1,750.00
2	Filter Fabric Fence	LS	1	\$ 2,000.00	\$ 2,000.00
3	Inlet Protection Barriers in TXDOT ROW	EA	5	\$ 125.00	\$ 625.00
SUBTOTAL - SITE PREPARATION					\$ 4,375.00

12" WATERLINE					
1	12" C-900 PVC Waterline	LF	863	\$ 84.00	\$ 72,492.00
2	12" X 12" Back tap and Valve	EA	1	\$ 4,000.00	\$ 4,000.00
3	18" Steel Casing	LF	106	\$ 112.00	\$ 11,872.00
4	Bore and Jack	LF	106	\$ 70.00	\$ 7,420.00
5	Fire Hydrant Assemble	EA	3	\$ 3,990.00	\$ 11,970.00
6	12" Gate Valve and Box	EA	3	\$ 3,080.00	\$ 9,240.00
7	Blow off and Box	EA	2	\$ 700.00	\$ 1,400.00
8	Exist 12" Waterline Adjustment	LF	56	\$ 85.00	\$ 4,760.00
9	12" X 12" Tee	EA	3	\$ 140.00	\$ 420.00
10	6" Gate Valve and Box	EA	3	\$ 1,625.00	\$ 4,875.00
SUBTOTAL DIVISION II - WATERLINE					\$ 128,449.00

10" SANITARY SEWER					
1	Sanitary Sewer Manhole (all depths)	EA	4	\$ 2,765.00	\$ 11,060.00
2	10" SDR 21 PVC	LF	835	\$ 56.00	\$ 46,760.00
3	16" Steel Casing	LF	166	\$ 100.00	\$ 16,600.00
4	Bore and Jack	LF	166	\$ 70.00	\$ 11,620.00
5	Plug and Clamp	EA	1	\$ 140.00	\$ 140.00
SUBTOTAL SANITARY SEWER					\$ 86,180.00

TOTAL \$ 219,004.00

This Estimate of probable construction costs is based
 on the plan set entitled "Construction Plans for a Public
 Water Line and Sanitary Sewer to serve Lots A, B & C of the
 Point Subdivision" approved by the City of Tomball Nov. 4, 2013

City of Tomball Minimum Requirements
Estimate of Probable Construction Costs
for 8" Public Water Line and 8" Sanitary Sewer
To Serve Lots A, B & C of the Point Subdivision
Brooks & Sparks, Inc. #342-0275
October 9, 2014

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
SITE PREPARATION					
1	Stabilized Construction Exit	EA	1	\$ 1,750.00	\$ 1,750.00
2	Filter Fabric Fence	LS	1	\$ 2,000.00	\$ 2,000.00
3	Inlet Protection Barriers in TXDOT ROW	EA	5	\$ 125.00	\$ 625.00
SUBTOTAL - SITE PREPARATION					\$ 4,375.00

8" WATERLINE					
1	8" C-900 PVC Waterline (C.I.P)	LF	863	\$ 65.00	\$ 56,095.00
2	12" X 8" Back tap and Valve (C.I.P)	EA	1	\$ 3,700.00	\$ 3,700.00
3	15" Steel Casing	LF	106	\$ 97.00	\$ 10,282.00
4	Bore and Jack	LF	106	\$ 60.00	\$ 6,360.00
5	Fire Hydrant Assemble	EA	3	\$ 3,990.00	\$ 11,970.00
6	8" Gate Valve and Box	EA	3	\$ 2,800.00	\$ 8,400.00
7	Blow off and Box	EA	2	\$ 700.00	\$ 1,400.00
8	Exist 12" Waterline Adjustment	LF	56	\$ 85.00	\$ 4,760.00
9	8" X 8" Tee	EA	3	\$ 120.00	\$ 360.00
10	6" Gate Valve and Box	EA	3	\$ 1,625.00	\$ 4,875.00
SUBTOTAL - WATERLINE					\$ 108,202.00

8" SANITARY SEWER					
1	Sanitary Sewer Manhole (all depths) (C.I.P)	EA	4	\$ 2,765.00	\$ 11,060.00
2	8" SDR 21 PVC (C.I.P)	LF	835	\$ 45.00	\$ 37,575.00
3	12" Steel Casing	LF	166	\$ 82.00	\$ 13,612.00
4	Bore and Jack	LF	166	\$ 60.00	\$ 9,960.00
5	Plug and Clamp	EA	1	\$ 120.00	\$ 120.00
SUBTOTAL - SANITARY SEWER					\$ 72,327.00

TOTAL \$ 184,904.00

The quantities shown in this estimate are based
 on the plan set entitled "Construction Plans for a Public
 Water Line and Sanitary Sewer to serve Lots A, B & C of the
 Point Subdivision" approved by the City of Tomball Nov. 4, 2013
 The 12" waterline is calculated as 8".
 The 10" sanitary sewer is calculated as 8".

AGREEMENT WITH DEVELOPER FOR CONSTRUCTION OF PUBLIC IMPROVEMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Development Agreement executed as of the ____ day of _____, 2014 between the City of Tomball, Texas, ("City") and Big Diamond LLC, a Texas limited liability company, Owner and developer of that certain hereinafter described property located within the City, ("Developer") all collectively referred to as "Parties."

WHEREAS, Developer wishes to develop certain property located within the City limits, which is described as Lots 2 of Block 1 of the Replat of the Point, situated in the City of Tomball, Harris County, Texas, as depicted on a plat thereof recorded in Volume 664, Page 058 of the real property records of Harris County, Texas (the "Property"); and

WHEREAS, the Property lies within an area of the City which has limited sanitary sewer, and water facilities; and

WHEREAS, during the development planning stage for the Property, the Developer submitted to the City a request to install the required sanitary sewer, and water facilities which will have regional benefits to a portion of the City; and

WHEREAS, the City has no immediate plans to construct the required sanitary sewer, and water facilities, but is willing to share in the cost of the construction of such facilities, and has funds appropriated and available to do so; and

WHEREAS, Developer has requested that it be allowed to construct the required sanitary sewer, and water facilities to serve the Property, and share the costs with the City; and

WHEREAS, Section 212.071, *et.seq.* of the Texas Local Government Code authorizes municipalities to enter into a contract with a developer of a subdivision or land in the municipality to construct public improvements related to the development without complying with the competitive sealed bidding procedures of Chapter 252 of the Texas Local Government Code;

NOW THEREFORE, for and in consideration of the premises and mutual obligations, covenants, and benefits hereinafter set forth, the Parties agree as follows:

ARTICLE I

Definitions

The following terms and phrases used in this Agreement shall have the meanings ascribed hereto:

- 1.01. "Agreement" means this agreement, including any amendments hereto, between the City and Developer.
- 1.02. "Contractor" shall mean the person, firm, corporation, partnership, association, or other entity awarded the contract by Developer for the construction and installation of the Improvements.
- 1.03. "Improvements" shall mean 835 lineal feet of 10 inch sanitary sewer line, and 863 lineal feet of 12 inch water line to be constructed parallel to Tomball Parkway (SH 249 Business), north of the intersection of SH 249 (Tomball Parkway) and Tomball Parkway (SH 249 Business).

ARTICLE II

Construction of Improvements

- 2.01 Construction of Improvements. Developer agrees to construct the Improvements in accordance with the plans and specifications approved by the City Engineer, and as fully set forth in Exhibit "A" hereto. No material change in the construction plans shall be made by Developer without the prior written consent of the City Engineer. The entire cost of the construction of the Improvements shall be the responsibility and obligation of Developer, except as herein provided.
- 2.02. Contracts for Construction. Developer shall contract with a qualified Contractor to construct the Improvements in accordance with the approved plans and specifications. The City Engineer shall review all contract documents and costs estimates, and shall approve the Contractor prior to the award of the contract. Developer shall be solely responsible for payment of the work as it is completed, and shall make all payments in a timely manner to the Contractor, sub-contractors, and other parties involved in the construction of the Improvements.
- 2.03. Performance, Payment and Maintenance Bonds. Developer shall post within the City faithful performance, payment, and maintenance bonds for construction of the Improvements to ensure completion of the project. The bond must be executed by a corporate surety in accordance with Chapter 2253, Texas Government Code.
- 2.04. Inspection. The City Engineer shall periodically inspect the construction of the Improvements in the same manner, and shall possess the same authority, as is

- provided during the construction of subdivision improvements pursuant to the City of Tomball Subdivision Ordinance, as amended.
- 2.05. Insurance. The Contractor awarded the contract to construct the Improvements shall be required to carry Worker's Compensation Insurance on his employees and public liability and property damage insurance on his equipment and employees. The public liability insurance shall be not less than five hundred thousand dollars (\$500,000.00) per person and one million dollars (\$1,000,000.00) per occurrence, with property damage insurance of not less than five hundred thousand dollars (\$500,000.00). In addition, City shall be furnished with Certificates of Insurance and shall be named an additional named insured on such Certificates, and City shall be notified within ten calendar days of any cancellation of such insurance.
- 2.06. Accounting. Developer shall submit to City a complete accounting of all costs incurred by Developer in the construction of the Improvements. City will not contribute or pay for any costs incurred by Developer which was not approved by City prior to it being incurred. Developer shall maintain the accounting on this project for a period of two years from the date of acceptance by the City, and the City may inspect the Developer's books and records related to the project at any time with reasonable notice.
- 2.07. Indemnity. Developer agrees to protect, indemnify and save City harmless from and against all claims, demands and causes of action of every kind and character arising in favor of any third party on account of, or resulting from, the performance of this Agreement by Developer or Developer's agents, representatives, employees, contractors, or subcontractors.

ARTICLE III. City Obligations

- 3.01. Oversized Improvements. The City agrees to pay to Developer the construction costs of oversizing the Improvements, not to exceed Thirty Four-Thousand One-Hundred Dollars and No Cents (\$34,100.00), as identified and described in Exhibit "B" attached hereto and made a part hereof.
- 3.02. Payment to Developer. Exhibit "B" attached hereto designates the proportional split in costs for construction of the Improvements. City shall deliver to Developer full payment of the City's share of the costs of construction of the Improvements following submittal and review of documentation showing final, actual construction costs paid by the Developer. The City Engineer shall review the construction documents, conduct a final inspection on the Improvements, noting any required corrections or repairs, and make a recommendation to City Council on acceptance of the Improvements. Upon action by City Council accepting such Improvements, the City will pay to

Developer the City's share of the costs. Any additional costs above those enumerated, or above the amounts described in Exhibit "B" must be approved by the City prior to being incurred.

ARTICLE IV

Miscellaneous Provisions

- 4.01 Assignment. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.
- 4.02 Amendment or Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the Parties.
- 4.03. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party.
- 4.04. Remedies Not Exclusive. The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereinafter existing, by law or in equity.
- 4.05. Waiver. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.
- 4.06. Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement and supersedes any and all prior agreements, whether oral or written, dealing with the subject matter of this Agreement.
- 4.07. Venue. This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.
- 4.08. Severability. If any term or provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired or affected.
- 4.09. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such

party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: City of Tomball
401 W. Market Street
Tomball, Texas 77375
ATTN: City Engineer

If to Developer: Big Diamond LLC
One Valero Way, Building D, Suite 200
San Antonio, Texas 78249
Attn: Retail Real Estate Department

This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which when taken together shall constitute one and the same instrument.

CITY OF TOMBALL

Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary

DEVELOPER:

BIG DIAMOND LLC,
a Texas limited liability company

Paul C. Clark, Senior Vice President

EXHIBIT A

[See attached]

EXHIBIT B

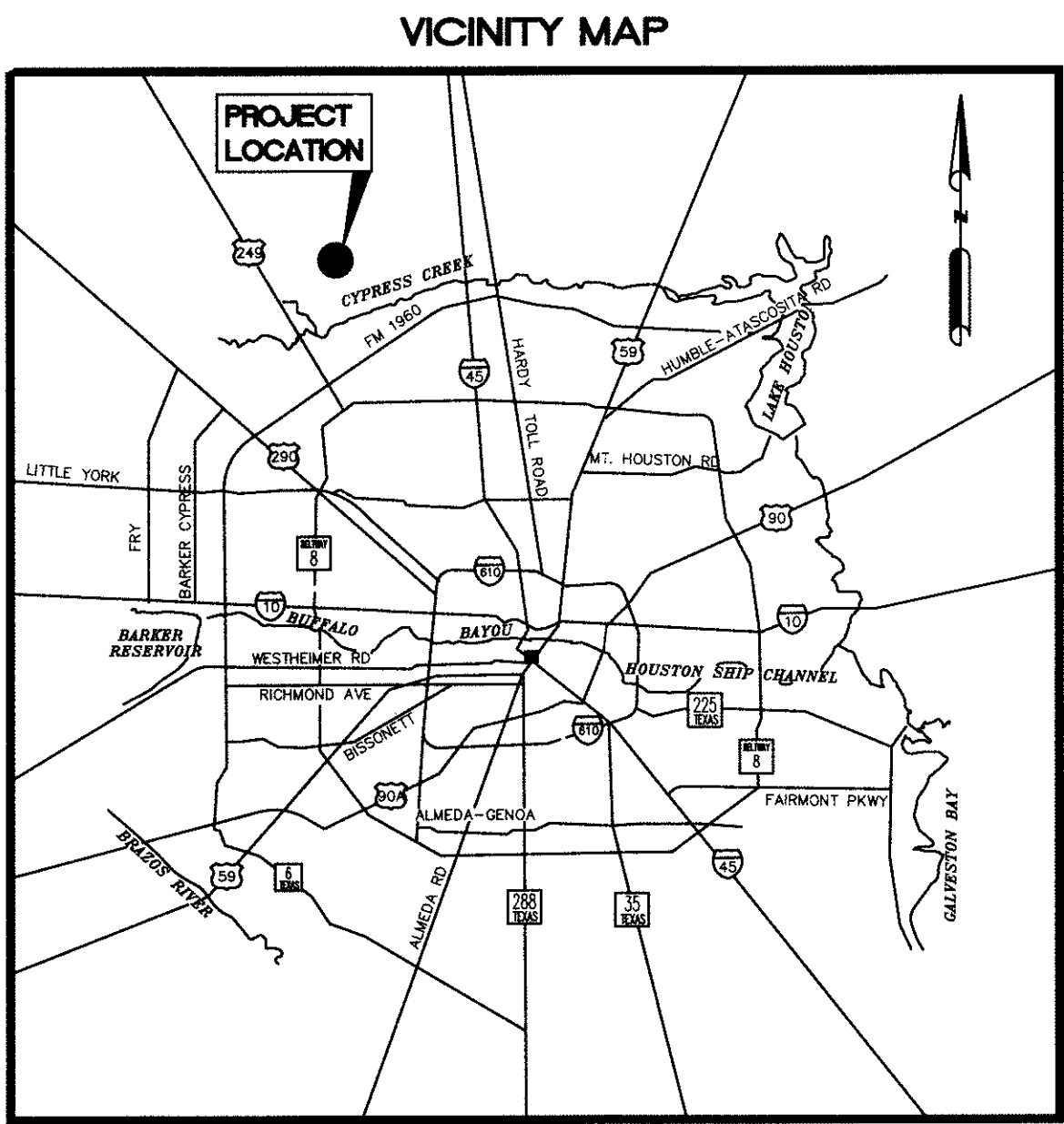
[See attached]

CONSTRUCTION PLANS

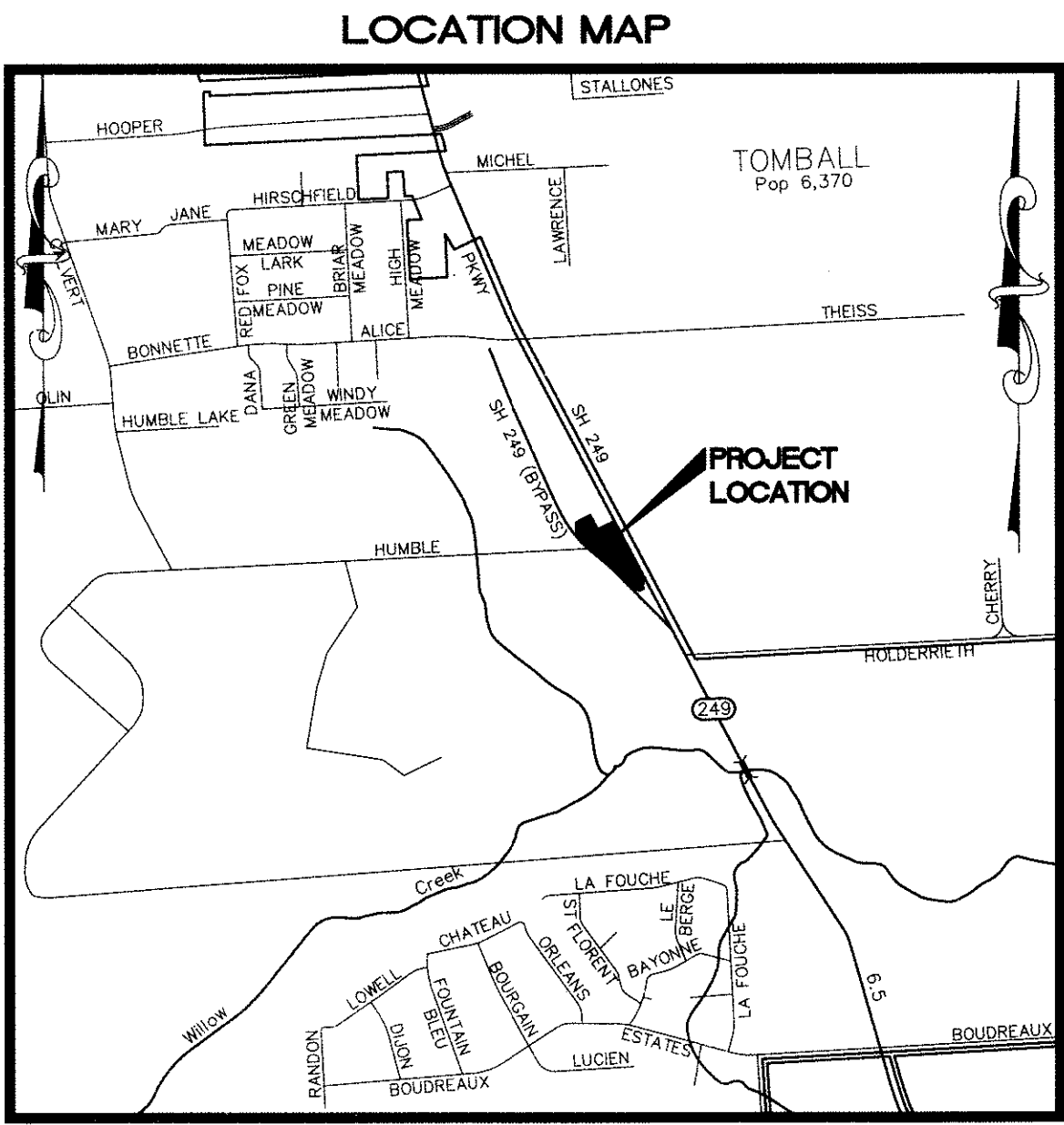
FOR A PUBLIC WATER LINE AND SANITARY SEWER TO SERVICE LOTS A, B, & C OF THE POINT SUBDIVISON

LOCATED WITHIN THE CITY OF TOMBALL, TEXAS

OCTOBER 2013



KEY MAP No. 288U
N.T.S.



N.T.S.

INDEX

SHEET NO.	DESCRIPTION
1.	COVER SHEET
2.	OVERALL LAYOUT AND SHEET INDEX
3.	TOMBALL PARKWAY PLAN AND PROFILE STA. 1+00 TO 6+00
4.	TOMBALL PARKWAY PLAN AND PROFILE STA. 6+00 TO 10+00
5.	SANITARY SEWER AND WATER LINE CROSSING PLAN AND PROFILE
6.	WATER LINE OFFSET PLAN AND PROFILE
7.	NOTES AND MISCELLANEOUS DETAILS
8.	WATER LINE DETAILS
9.	SANITARY SEWER DETAILS
10.	TRENCH SAFETY DETAILS

GOOD FOR ONE YEAR ONLY

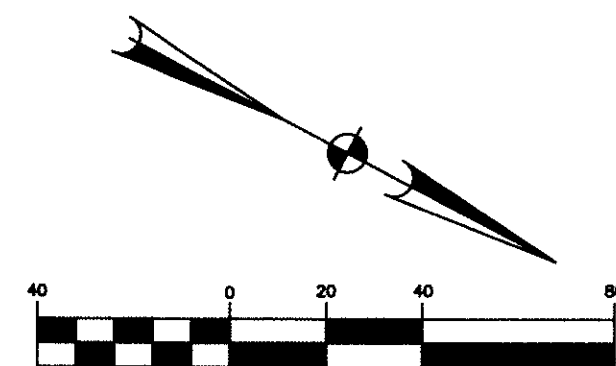
LORI LAKATOS, PE date NOV 4 2013
CITY ENGINEER
CITY OF TOMBALL

BROOKS & SPARKS, INC.
F-880



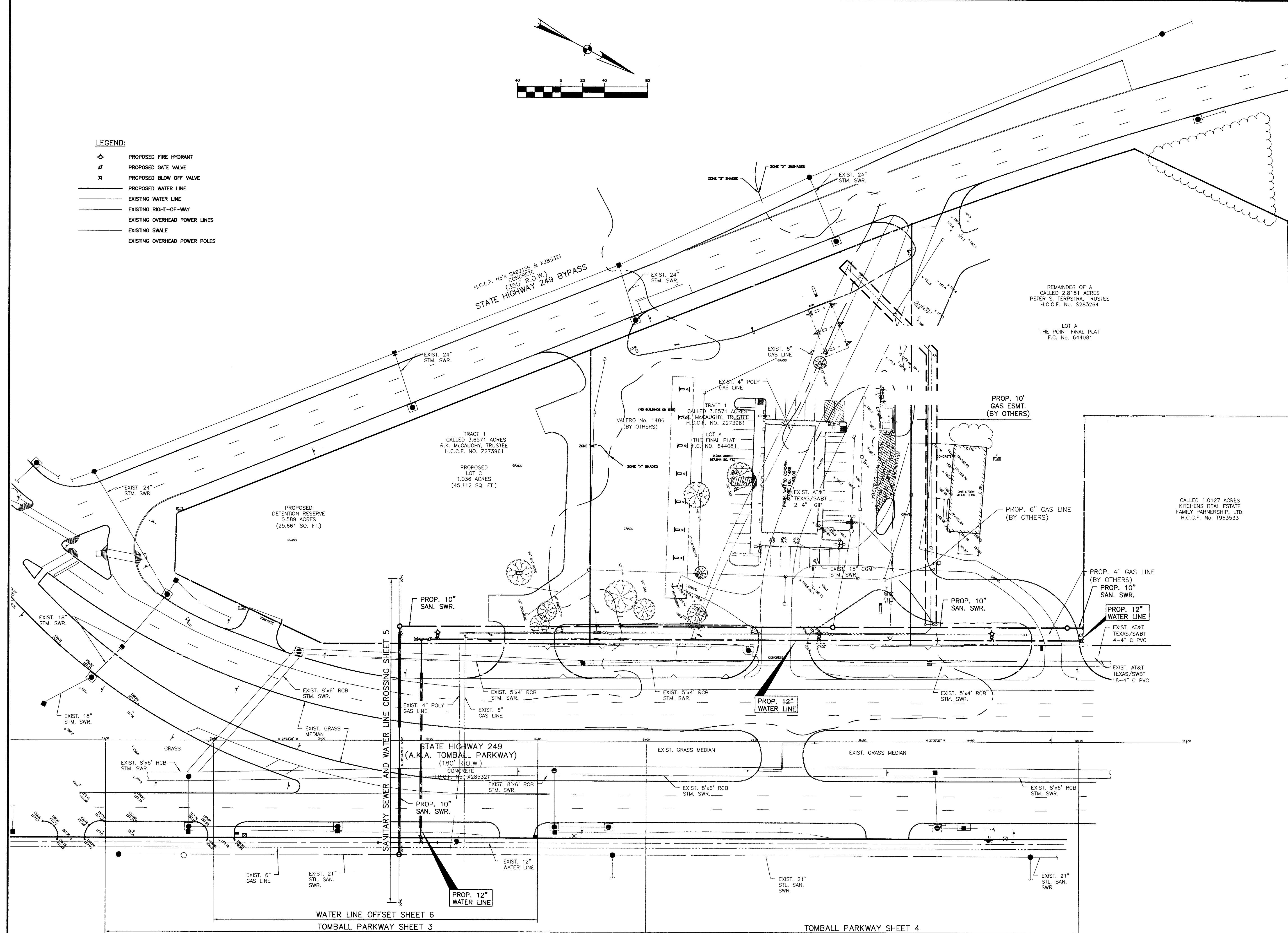
Frank E. Brooks
10-22-13

TEXAS REGISTERED ENGINEERING FIRM F-880



LEGEND:

- ⊕ PROPOSED FIRE HYDRANT
- ⌘ PROPOSED GATE VALVE
- ⌘ PROPOSED BLOW OFF VALVE
- PROPOSED WATER LINE
- EXISTING WATER LINE
- EXISTING RIGHT-OF-WAY
- EXISTING OVERHEAD POWER LINES
- EXISTING SWALE
- EXISTING OVERHEAD POWER POLES



BROOKS & SPARKS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-880
21020 PARK ROW
KATY, TX 77449
PHONE: (281) 578-9585
FAX: (281) 578-9586

FLOODPLAIN:

ACCORDING TO F.I.R.M. MAP NO. 4820100210L (COMMUNITY-PANEL NO. 4802870210L), MAP REVISED DATE: JUNE 18, 2007, THE SUBJECT PROPERTY LIES WITHIN THE AREAS DESIGNATED AS ZONE "X" UNSHADED - DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD; ZONE X SHADED - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD; AND ZONE AE - BASE FLOOD ELEVATIONS DETERMINED.

THIS STATEMENT IS BASED ON SCALING THE LOCATION OF THE SUBJECT TRACT ON THE ABOVE REFERENCED MAP. THIS INFORMATION IS TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOODING CONDITIONS.

REFERENCE BENCHMARK:

RM 120065 - HCFD BRASS DISK STAMPED "M100 6M05" ON BRIDGE AT SH 249 AND WILLOW CREEK LOCATED ON DOWNSTREAM, CURB ON EAST SIDE OF BRIDGE, AT CENTERLINE OF STREAM IN KEY MAP 288U IN THE WILLOW WATERSHED NEAR STREAM M100-00-00.
ELEV.=161.13' (NAVD 88, 2001 ADJ.)

TEMPORARY BENCHMARKS:

TBM "A" - BOX CUT ON "C" INLET LOCATED IN THE EASTERLY R.O.W. OF STATE HIGHWAY 249 BYPASS ±240' NORTH OF TOMBALL PARKWAY. ELEV.=158.74'

TBM "B" - BOX CUT ON "C" INLET LOCATED IN THE EASTERLY R.O.W. OF STATE HIGHWAY 249 BYPASS ±660' NORTH OF TOMBALL PARKWAY. ELEV.=161.34'

TBM "C" - COTTON SPINDLE W/ SHINER STAMPED "WEST BELT SURVEYING" SET IN POWER POLE LOCATED IN THE WESTERLY OF TOMBALL PARKWAY ±63' NORTH OF THE NORTHEAST CORNER OF THE SUBJECT TRACT. ELEV.=163.46'

TBM "D" - COTTON SPINDLE W/ SHINER STAMPED "WEST BELT SURVEYING" SET IN POWER POLE LOCATED IN THE WESTERLY OF TOMBALL PARKWAY ±26' SOUTH OF THE SOUTHEAST CORNER OF THE SUBJECT TRACT. ELEV.=161.41'

FROM RECORD DRAWINGS

NOTE: THE LOCATIONS OF THE PRIVATE UTILITY LINES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK. HE ALSO ACCEPTS FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES INCURRED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UTILITIES.

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CENTERPOINT ENERGY AT 713-297-2222.

NOTICE: FOR YOUR SAFETY, YOU ARE REQUIRED BY TEXAS LAW TO CALL 811 AT LEAST 48 HOURS BEFORE YOU DO SO THAT UNDERGROUND LINES CAN BE MARKED. THIS VERIFICATION DOES NOT FULFILL YOUR OBLIGATION TO CALL 811

VERIFICATION OF PRIVATE UTILITY LINES

Date: _____
CenterPoint Energy/Natural Gas Facilities Verification ONLY.
(This Signature verifies that you have shown CNP Natural Gas lines correctly - not to be used for conflict verification) (Gas service lines are not shown) Signature Valid for six months.
Date: _____
Approved for AT&T Texas/SWBT underground conduit facilities only.
Signature valid for one year.
Date: _____
CenterPoint Energy/UNDERGROUND Electrical Facilities Verification ONLY.
(This Signature verifies existing underground facilities - not to be used for conflict verification) Signature Valid for six months.

BROOKS & SPARKS, INC.
F-880



Frank E. Brooks
10-22-13

VALERO CORNER STORE
No. 1486
THE POINT WATER AND
SANITARY SEWER
IMPROVEMENTS

**OVERALL LAYOUT AND
SHEET INDEX**

NO.	DATE	REVISIONS	BY

DRAWN BY: JSA
DESIGNED BY: JSA
PROJECT NO. 342-0277
SCALE: 1"=40'

CHECKED BY: JAE
APPROVED BY: FEB
DATE: OCTOBER 2013
SHEET 2 OF 10

GOOD FOR ONE YEAR ONLY
Frank E. Brooks
FOR LAKATOS, PE date NOV 4 2013
CITY ENGINEER
CITY OF TOMBALL

FLOODPLAIN:
ACCORDING TO F.I.R.M. MAP NO. 48201C0210L (COMMUNITY-PANEL NO. 4802870210L), MAP REVISED DATE: JUNE 18, 2007, THE SUBJECT PROPERTY LIES WITHIN THE AREAS DESIGNATED AS ZONE "X" UNSHADED - DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD; ZONE X SHADED - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD; AND ZONE AE - BASE FLOOD ELEVATIONS DETERMINED.

THIS STATEMENT IS BASED ON SCALING THE LOCATION OF THE SUBJECT TRACT ON THE ABOVE REFERENCED MAP. THIS INFORMATION IS TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOODING CONDITIONS.

REFERENCE BENCHMARK:
RM 120065 - HCFD BRASS DISK STAMPED "M100 BMOB" ON BRIDGE AT SH 249 AND WILLOW CREEK LOCATED ON DOWNSTREAM, CURB ON EAST SIDE OF BRIDGE AT CENTERLINE OF STREAM IN KEY MAP 288U IN THE WILLOW WATERSHED NEAR STREAM M100-00-00
ELEV.=161.13' (NAVD 88, 2001 ADJ.)

TEMPORARY BENCHMARKS:
TBM "A" - BOX CUT ON "C" INLET LOCATED IN THE EASTERLY R.O.W. OF STATE HIGHWAY 249 BYPASS ±240' NORTH OF TOMBALL PARKWAY. ELEV.=158.74'
TBM "B" - BOX CUT ON "C" INLET LOCATED IN THE EASTERLY R.O.W. OF STATE HIGHWAY 249 BYPASS ±660' NORTH OF TOMBALL PARKWAY. ELEV.=161.34'
TBM "C" - COTTON SPINDLE W/ SHINER STAMPED "WEST BELT SURVEYING" SET IN POWER POLE LOCATED IN THE WESTERLY OF TOMBALL PARKWAY ±63' NORTH OF THE NORTHEAST CORNER OF THE SUBJECT TRACT. ELEV.=163.46'
TBM "D" - COTTON SPINDLE W/ SHINER STAMPED "WEST BELT SURVEYING" SET IN POWER POLE LOCATED IN THE WESTERLY OF TOMBALL PARKWAY ±26' SOUTH OF THE SOUTHEAST CORNER OF THE SUBJECT TRACT. ELEV.=161.41'

NOTE: THE LOCATIONS OF THE PRIVATE UTILITY LINES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK. HE ALSO ACCEPTS FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES INCURRED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UTILITIES.

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CENTERPOINT ENERGY AT 713-207-2222.
NOTICE:
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VERIFICATION OF PRIVATE UTILITY LINES
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CenterPoint Energy/Natural Gas Facilities Verification ONLY
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Approved for AT&T Texas/SWBT underground conduit facilities only. Signature valid for one year.
Date: _____
CenterPoint Energy/UNDERGROUND Electrical Facilities Verification ONLY
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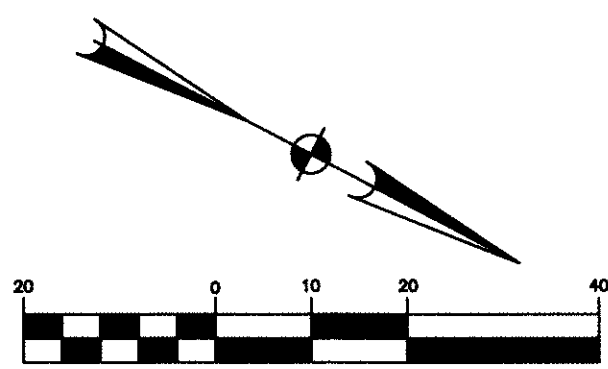
BROOKS & SPARKS, INC.
F-880
FRANK E. BROOKS
49225
REGISTERED
PROFESSIONAL ENGINEER
10-22-13

VALERO CORNER STORE
No. 1486
THE POINT WATER AND
SANITARY SEWER
IMPROVEMENTS

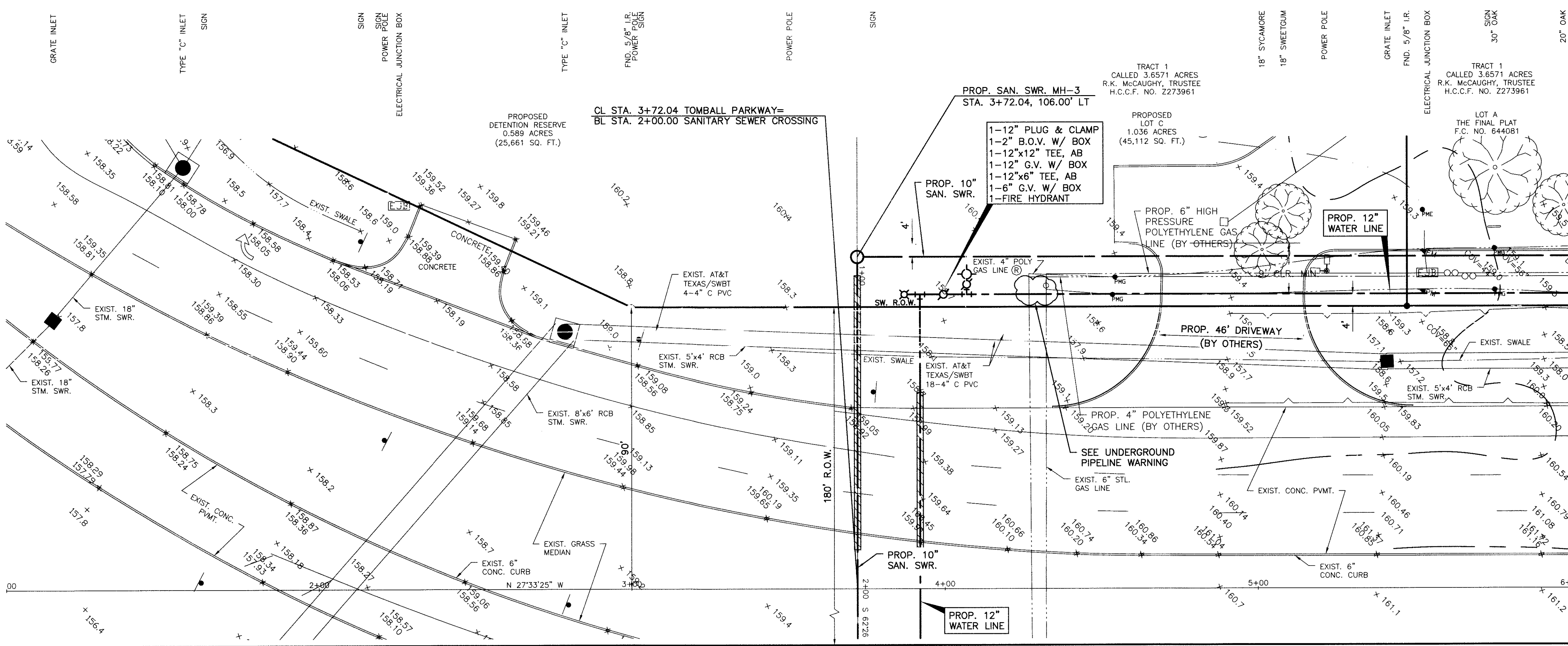
TOMBALL PARKWAY
PLAN AND PROFILE STA.
1+00 TO STA. 6+00

NO.	DATE	REVISIONS	BY

DRAWN BY: JSA
DESIGNED BY: JSA
PROJECT NO. 342-0277
SCALE: 1"=20' H; 1"=2' V
CHECKED BY: JAE
APPROVED BY: FEB
DATE: OCTOBER 2013
SHEET 3 OF 10



MATCH LINE STA. 6+00
SEE SHEET 4



SANITARY SEWER AND WATER LINE CROSSING NE. R.O.W.

SEE SHEET 5

WARNING - UNDERGROUND PIPELINE

CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING IN THE VICINITY OF UNDERGROUND PIPELINES AND AT&T/SWBT CONDUITS. EXISTING UNDERGROUND PIPELINES AND AT&T/SWBT CONDUITS, ARE SHOWN AT APPROX. LOCATION & DEPTH BASED ON THE BEST INFORMATION AVAILABLE. CONTRACTOR SHALL FIELD VERIFY LOCATION OF ALL EXISTING UTILITIES PRIOR TO COMMENCING CONSTRUCTION. CONTACT CITY OF TOMBALL GAS DEPARTMENT AT LEAST 72 HOURS PRIOR TO CONSTRUCTION IN THE AREA.

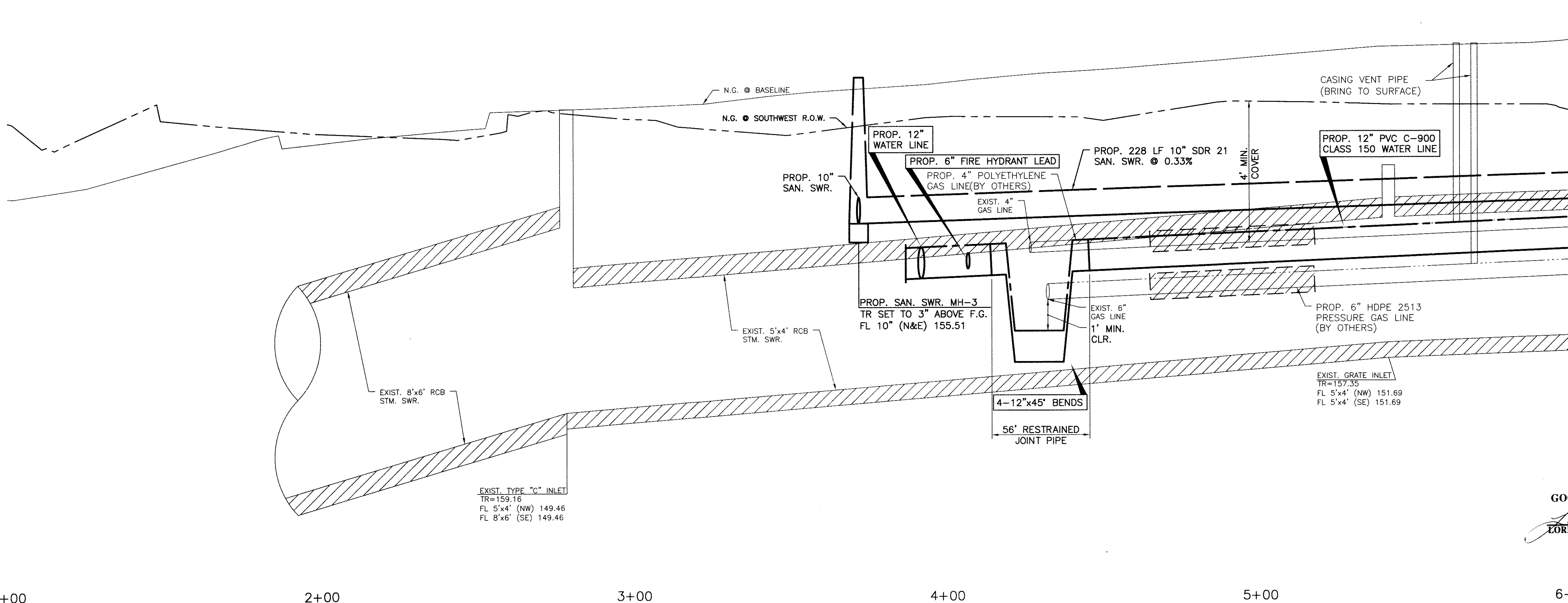
WARNING - OVERHEAD POWER LINES

CONTRACTOR SHALL USE EXTREME CAUTION WHEN WORKING IN THE VICINITY OF OVERHEAD POWER LINES.

TOMBALL PARKWAY

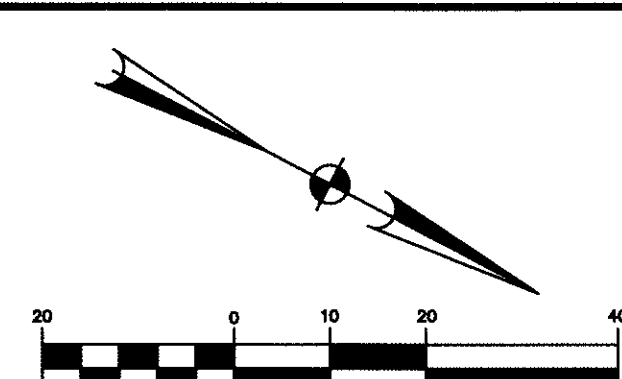
UTILITY ONE CALL

CONTRACTOR TO CALL BEFORE DIGGING !!!
PHONE:
HOUSTON (713) 223-4567
(STATEWIDE OUTSIDE HOUSTON)
1-(800)-545-6005



GOOD FOR ONE YEAR ONLY

ZORI LAKATOS, PE date NOV 4 2013
CITY ENGINEER
CITY OF TOMBALL.



 *BROOKS & SPARKS, INC.*

TEXAS REGISTERED ENGINEERING FIRM F-880

21020 PARK ROW
KATY, TX. 77449

PHONE: (281) 578-9595
FAX: (281) 578-9686

FLOODPLAIN:

ACCORDING TO F.I.R.M. MAP NO. 48201C0210L (COMMUNITY+PANEL NO. 4802870210L), THE EFFECTIVE DATE: 12/28/2007, THE SUBJECT PROPERTY LIES WITHIN THE AREAS DESIGNATED AS ZONE "X" UNSHADED - DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD; ZONE X SHADED - AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE. AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD; AND ZONE AE - BASE FLOOD ELEVATIONS DETERMINED.

THIS STATEMENT IS BASED ON SCALING THE LOCATION OF THE SUBJECT TRACT ON THE ABOVE REFERENCED MAP. THIS INFORMATION IS TO DETERMINE FLOOD INSURANCE RATES ONLY AND IS NOT INTENDED TO IDENTIFY SPECIFIC FLOODING CONDITIONS.

REFERENCE CHENCHMARK:

RM 120065 -- HCFCD BRASS DISS STAMPED "M100 BM06" ON BRIDGE AT SH 249 AND WILLOW CREEK LOCATED ON DOWNSTREAM, CURB ON EAST SIDE OF BRIDGE, AT CENTERLINE OF STATE HIGHWAY 249, 288U IN THE WILLOW WATERSHED NEAR STREAM M100-00-00.
ELEV.=161.13" (NAVD 88, 2001 ADJ.)

TEMPORARY BENCHMARKS:

TBM "A" -- BOX CUT ON "C" INLET LOCATED IN THE EASTERLY R.O.W. OF STATE HIGHWAY 249 BYPASS #240' NORTH OF TOMBALL PARKWAY. ELEV.=158.74'

TBM "B" -- BOX CUT ON "C" INLET LOCATED IN THE EASTERLY R.O.W. OF STATE HIGHWAY 249 BYPASS #660' NORTH OF TOMBALL PARKWAY. ELEV.=161.34'

TBM "C" -- COTTON SPINDLE W/ SHINER STAMPED "WEST BELT SURVEYING" SET IN POWER POLE LOCATED IN THE WESTERLY OF TOMBALL PARKWAY #637' NORTH OF THE NORTHEAST CORNER OF THE SUBJECT TRACT. ELEV.=163.46'

TBM "D" -- COTTON SPINDLE W/ SHINER STAMPED "WEST BELT SURVEYING" SET IN POWER POLE LOCATED IN THE WESTERLY OF TOMBALL PARKWAY #267' SOUTH OF THE SOUTHEAST CORNER OF THE SUBJECT TRACT. ELEV.=161.41'

NOTE: THE LOCATIONS OF THE PRIVATE UTILITY LINES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL DETERMINE THE EXACT LOCATION BEFORE COMMENCING WORK. HE ALSO ACCEPTS FULL RESPONSIBILITY FOR ANY AND ALL DAMAGES INCURRED BY HIS FAILURE TO EXACTLY LOCATE AND PRESERVE THESE UTILITIES.

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CENTERPOINT ENERGY AT 713-207-2222.

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811 AT LEAST 48 HOURS BEFORE YOU DIG SO THAT UNDERGROUND
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VERIFICATION OF PRIVATE UTILITY LINES

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 (This Signature verifies that you have shown CNP Natural Gas lines correctly - not to be used for conflict verification.) (Gas service lines are not shown). Signature Valid for six months.

Date: _____

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Date: _____

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BROOKS & SPARKS, INC.
F-880

STATE OF TEXAS
FRANK E. BROOKS
49225
REGISTERED
PROFESSIONAL ENGINEER

FE. S.

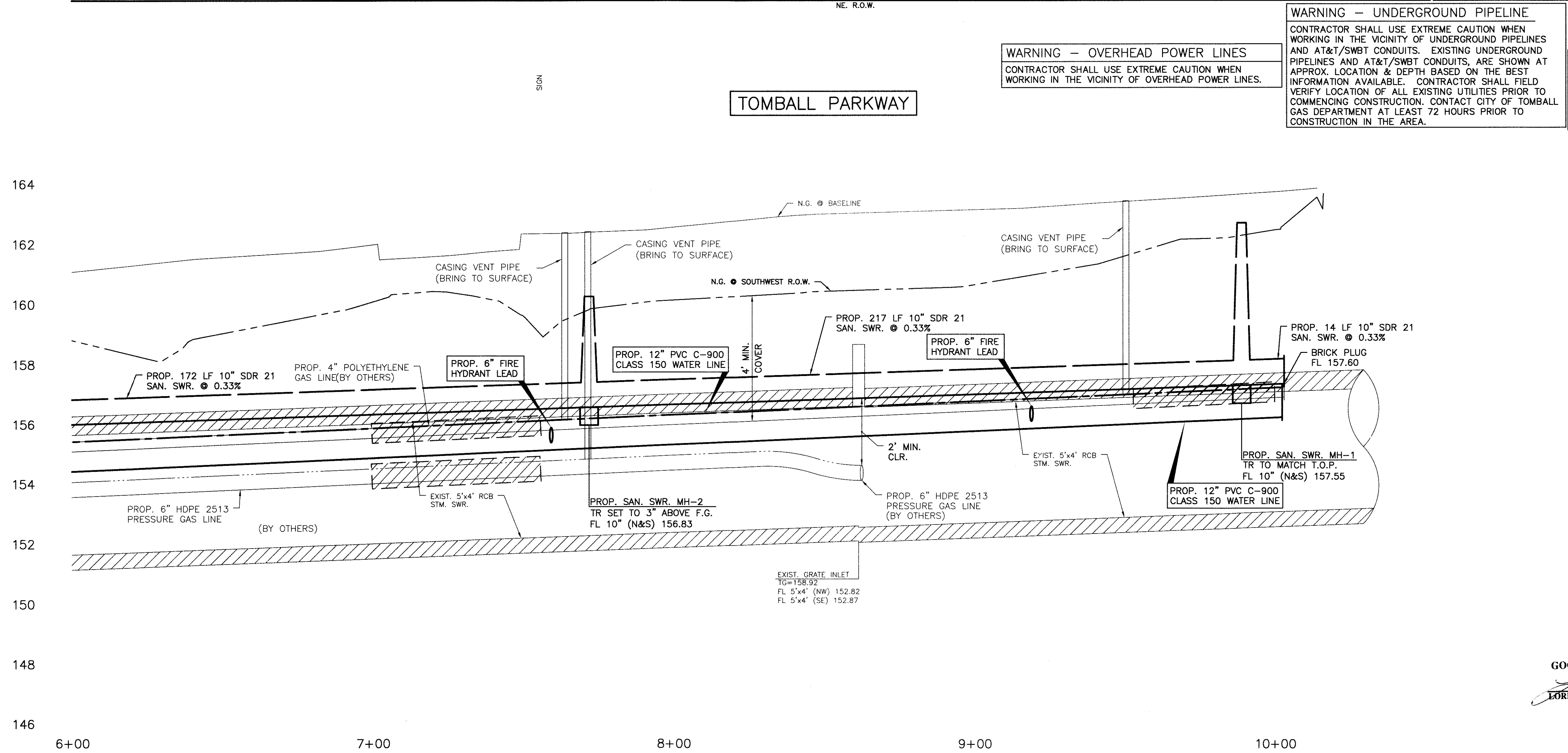
10-22-13

VALERO CORNER STORE
No. 1486
THE POINT WATER AND
SANITARY SEWER
IMPROVEMENTS

TOMBALL PARKWAY
PLAN AND PROFILE STA.
6+00 TO STA. 10+00

NO.	DATE	REVISIONS	BY

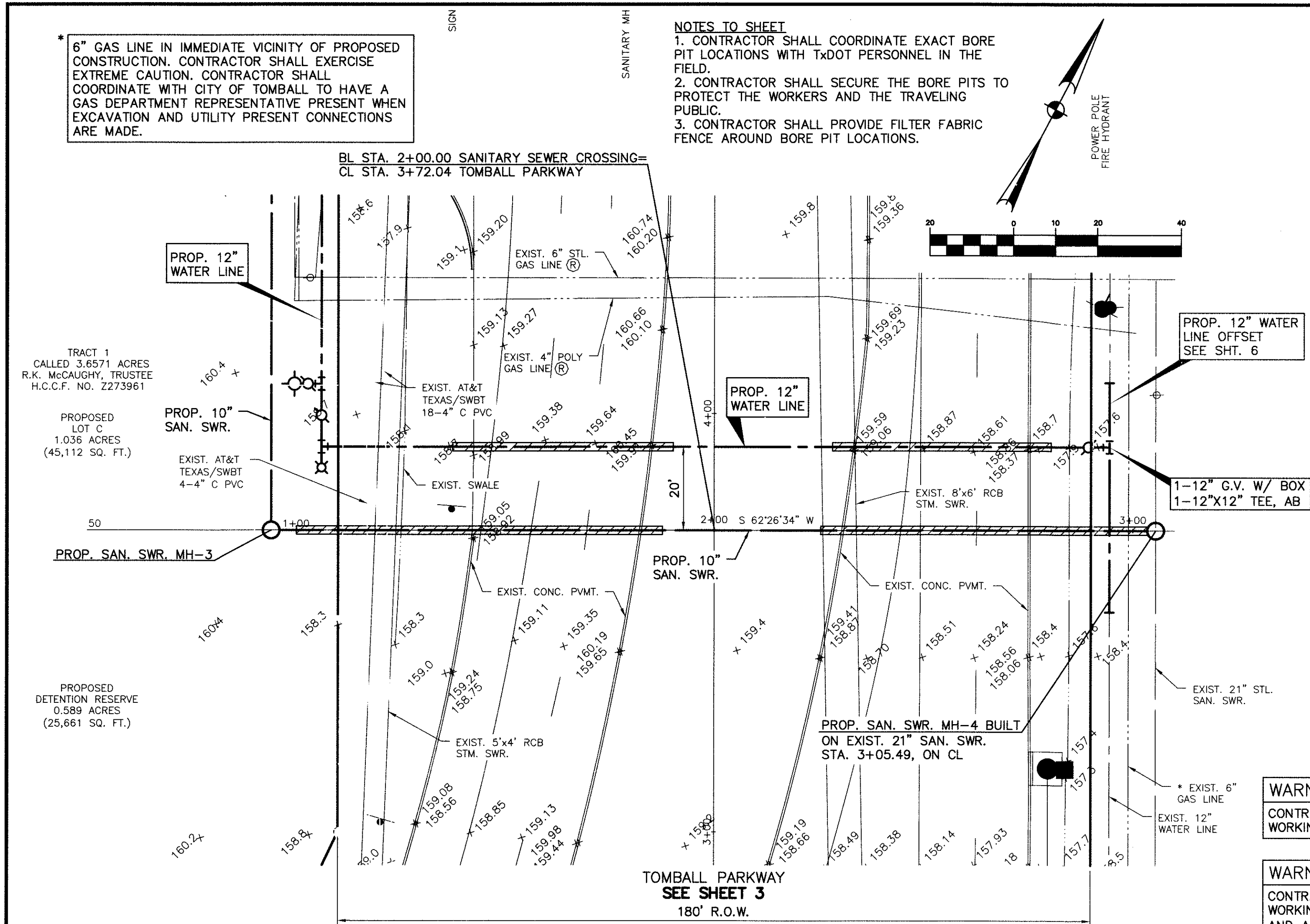
DRAWN BY: JSA	CHECKED BY: JAE
DESIGNED BY: JSA	APPROVED BY: FEB
PROJECT NO. 342-0277	DATE: OCTOBER 2013
SCALE: 1"=20' H; 1"=2' V	SHEET 4 OF 10



GOOD FOR ONE YEAR ONLY

LORI LAKATOS, PE date NOV 4 2013
CITY ENGINEER
CITY OF TOMBALL

22 Oct 2013 4:09PM bambip
F:\project\BROOK_SP\VALERO\342277\Civil\Water_and_Sanitary\342-0277-WA-SA-P03.dwg
Includes Xref(s): X-ROADWAY-WA-SA.dwg; X-TITLEBLOCK-WA-SA.dwg; X-Site.dwg; X-Topo.dwg; X-UT.dwg



WARNING - OVERHEAD POWER LINES

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WATER LINE CROSSING

GOOD FOR ONE YEAR ONLY

FRANK E. BROOKS, P.E. NOV 4 2013
CITY ENGINEER
CITY OF TOMBALL

UTILITY ONE CALL

CONTRACTOR TO CALL BEFORE DIGGING !!!
PHONE: HOUSTON (713) 223-4567 (STATEWIDE OUTSIDE HOUSTON)
1-(800)-545-6005

BROOKS & SPARKS, INC.
TEXAS REGISTERED ENGINEERING FIRM F-880
21020 PARK ROW KATY, TX. 77449
PHONE: (281) 578-9595
FAX: (281) 578-9686

FLOODPLAIN:

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© FROM RECORD DRAWINGS

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BROOKS & SPARKS, INC.
F-880
FRANK E. BROOKS
49225
REGISTERED PROFESSIONAL ENGINEER
10-22-13

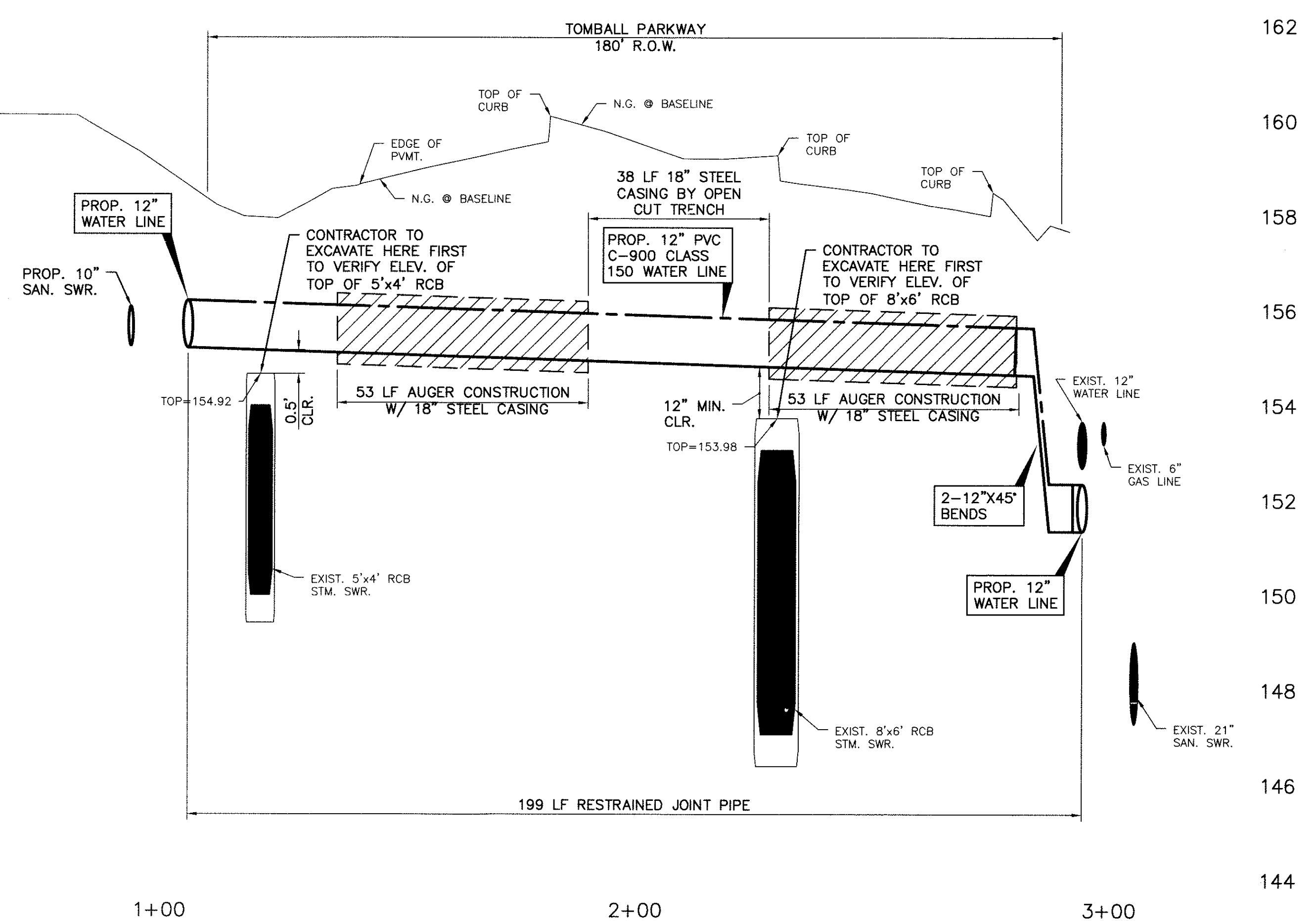
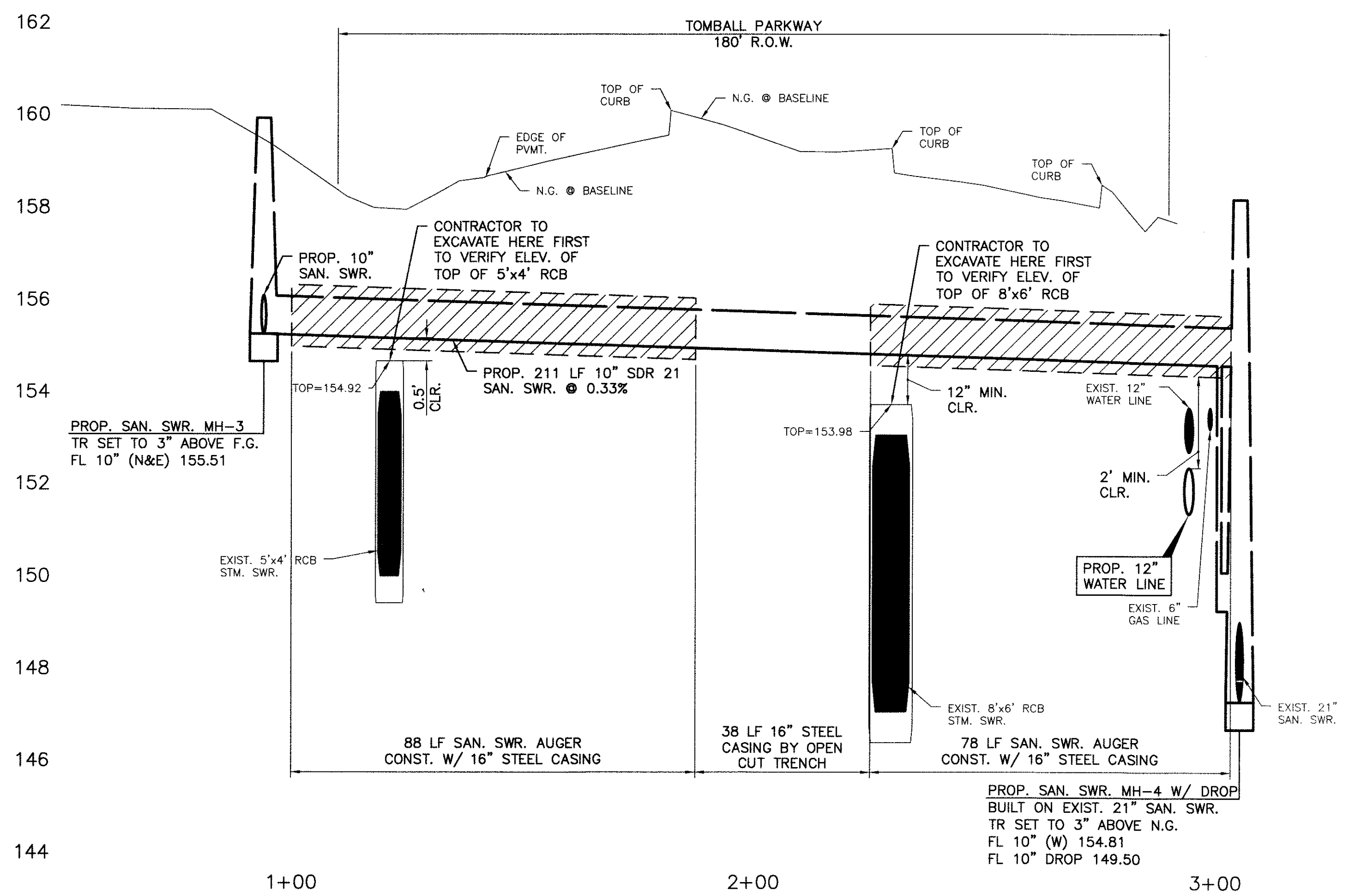
VALERO CORNER STORE
No. 1486
THE POINT WATER AND
SANITARY SEWER
IMPROVEMENTS

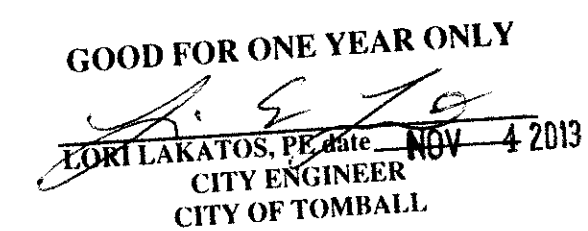
**SANITARY SEWER AND
WATER LINE CROSSING
PLAN AND PROFILE**

NO.	DATE	REVISIONS	BY

DRAWN BY: JSA
DESIGNED BY: JSA
PROJECT NO. 342-0277
SCALE: 1"=20' H; 1"=2' V

CHECKED BY: JAE
APPROVED BY: JEB
DATE: OCTOBER 2013
SHEET 5 OF 10





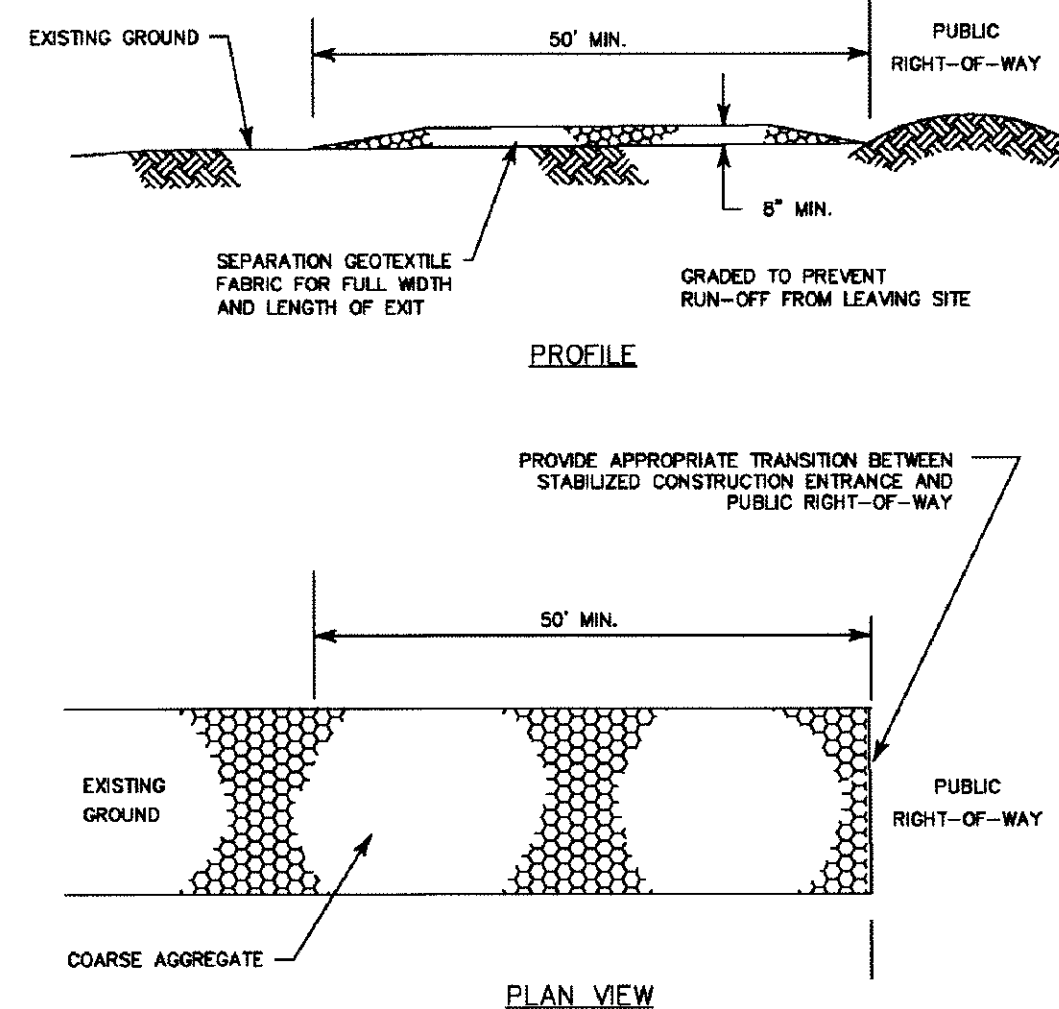
- GENERAL CONSTRUCTION NOTES**
- THE CONTRACTOR SHALL CONTACT THE CITY OF TOMBALL A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK.
 - CONTRACTOR SHALL REGULARLY PREPARE EXISTING STRUCTURES, UTILITIES, TREES, SHRUBS AND OTHER PERMANENT OBSTACLES.
 - TREES WITHIN THE STREET RIGHT-OF-WAY SHALL NOT BE REMOVED OR DISTURBED, EXCEPT WHERE CALLED OUT TO BE REMOVED. WHERE TREE ROOTS MUST BE CUT, FOLLOW THE REPAIR METHODS DESCRIBED IN THE SPECIFICATIONS.
 - THE CONTRACTOR SHALL CONDUCT HIS OPERATIONS IN A MANNER SUCH THAT TRUCKS AND OTHER VEHICLES DO NOT CREATE A DIRT, NUISANCE OR SAFETY HAZARD IN ANY STREETS, PUBLIC OR PRIVATE. CLEAN UP OF STREETS SHALL BE DONE DAILY.
 - ANY AREA OF GRASS, WHICH IS DISTURBED OR DUG UP DURING THE CONSTRUCTION, SHALL BE REPLACED WITH ST. AUGUSTINE SOO OR GRASS THAT MATCHES THE GRASS REMOVED. SEE SPECIFICATIONS.
 - NO EXCAVATIONS SHALL BE LEFT OPEN OVERNIGHT. ALL EXCAVATIONS WHICH CANNOT BE BACKFILLED OVERNIGHT FOR THE INSTALLATION OF MANHOLES, SANITARY SEWER LINES, AND OTHER UTILITIES SHALL BE COVERED WITH STEEL SHEETING, WHEN IN PAVED AREAS, 3/4" PLYWOOD, WOOD PLANKING OR SOME OTHER MATERIAL APPROVED BY THE CITY IN OTHER AREAS. THE EXCAVATION AREA MUST BE WELL PROTECTED WITH TRAFFIC BARRICADES EQUIPPED WITH FLASHING YELLOW LIGHTS.
 - ALL EXCAVATION AREAS MUST BE COMPLETELY CORDED OFF WITH A MINIMUM OF TWO STRANDS OF YELLOW PLASTIC CONSTRUCTION TAPE ACCEPTABLE TO THE CITY. THE TAPE SHALL BE SUPPORTED WITH ENOUGH INTERMEDIATE SUPPORTS TO AVOID EXCESSIVE SAGGING. THE TAPE MAY BE TIED TO TRAFFIC BARRICADES WITH FLASHING YELLOW LIGHTS AND WOODEN LATH FOR SUPPORT. WHERE EXCAVATIONS EXTEND BEYOND THE EXISTING BACK OF CURB OR EDGE OF PAVEMENT, ADEQUATE BARRICADES WITH FLASHING YELLOW LIGHTS SHALL BE INSTALLED TO PROTECT PEDESTRIAN TRAFFIC.
 - EXISTING PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS AND LANDSCAPING DAMAGED OR REMOVED DURING CONSTRUCTION BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
 - WHEN ANY STREET OR ANY SECTION OF A STREET IS CLOSED, THE CONTRACTOR SHALL FURNISH AND MAINTAIN ADEQUATE BARRICADES, WARNING AND DIRECTION SIGNS, RED FLAGS AND LIGHTS AT THE END OF EACH STREET AND AT ALL INTERSECTIONS ALONG THE STREET WITHIN THE LIMIT OF THE WORK AREA. ALL EXPENSE INCURRED FOR THE ABOVE REQUIREMENTS SHALL BE BORNE BY THE CONTRACTOR. ALL WARNING SIGNS AND BARRICADES SHALL CONFORM TO THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES. CONTRACTOR TO NOTIFY PROPER AUTHORITIES PRIOR TO ANY STREET OR PARTIAL STREET CLOSING.
 - CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC IN EACH DIRECTION WORKING HOURS.
 - OFF-DUTY UNIFORMED POLICE OFFICER(S) ARE REQUIRED TO DIRECT TRAFFIC WHERE TRAFFIC LANE(S) ARE CLOSED.
 - CONTRACTOR SHALL PROVIDE THE CITY OF TOMBALL ONE SET OF (RECORD) DRAWINGS AS PER SPECIFICATIONS.

- ALL EXISTING UNDERGROUND UTILITIES ARE NOT GUARANTEED TO BE COMPLETED OR DEFINITE, BUT ARE OBTAINED FROM THE BEST INFORMATION AVAILABLE. CONTRACTOR HAS SOLE RESPONSIBILITY FOR FIELD VERIFICATION OF ALL EXISTING UTILITIES SHOWN ON DRAWINGS. CONTRACTOR SHALL COORDINATE ALL CONFLICTS WITH THE APPROPRIATE GOVERNING AGENCY. THE LOCATION OF SOUTHWESTERN BELL TELEPHONE, CITY OF TOMBALL GAS, CENTERPOINT ENERGY, AND OTHER UTILITIES ARE SHOWN IN AN APPROXIMATE WAY ONLY. THE CONTRACTOR SHALL REQUEST THE EXACT LOCATION OF THESE FACILITIES BY CALLING THE UTILITY COORDINATING COMMITTEE AT PHONE NUMBER 800-869-8344 OR 800-344-8377 AT LEAST 48 HOURS BEFORE COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES CAUSED BY HIS FAILURE TO REQUEST THE EXACT LOCATION AND PRESERVATION OF THESE UNDERGROUND FACILITIES. FOR NATURAL GAS CALL CITY OF TOMBALL (281) 351-5484 OR 800-344-8377.
- CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAW CONCERNING EXCAVATION, TRENCHING AND SHORING AS SPECIFIED.
- ADEQUATE DRAINAGE SHALL BE MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND ANY DRAINAGE DITCH OR STRUCTURE DISTURBED DURING CONSTRUCTION SHALL BE RESTORED TO THE SATISFACTION OF OWNING AUTHORITY. ALL CONSTRUCTION STORM RUNOFF SHALL COMPLY WITH THE FINAL DRAFT OF STORMWATER MANAGEMENT HANDBOOK FOR CONSTRUCTION ACTIVITIES AS PREPARED BY HARRIS COUNTY/ACED, AND IN COMPLIANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS.
- EXISTING PAVEMENTS, CURBS, SIDEWALKS AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO THE ORIGINAL OR BETTER CONDITIONS.
- CONDITION OF THE FACILITIES, UPON COMPLETION OF JOB, SHALL BE AS GOOD OR BETTER THAN THE CONDITION PRIOR TO STARTING WORK. THE CONTRACTOR SHALL RESTORE ALL GRADES AND LANDSCAPING TO PRECONSTRUCTION CONDITIONS AND RE-ESTABLISH TURF AREAS DAMAGED BY THE CONSTRUCTION ACTIVITIES.
- ALL DIMENSIONS SHOWN ARE APPROXIMATE AND NEED TO BE FIELD VERIFIED BY THE CONTRACTOR. HORIZONTAL AND VERTICAL ALIGNMENT CHANGES ARE TO BE APPROVED BY THE CITY.
- CONTRACTOR SHALL MAINTAIN ACCESS TO ALL PROPERTIES AFFECTED BY THIS CONSTRUCTION BY MEANS OF ANCHORED STEEL PLATES, BY BACKFILLING IMMEDIATELY AFTER CONSTRUCTION, AND/OR BY PLACING SHELL OR LIMESTONE SURFACES FOR TEMPORARY DRIVEWAY PURPOSES. CONTRACTOR'S ATTENTION IS DIRECTED TO HS-20 LOAD RATED ACCESS REQUIREMENTS FOR ALL SUCH AREAS.
- ALL EXCESS DIRT FROM EXCAVATION SHALL BE DISPOSED OFF SITE BY CONTRACTOR AT NO EXTRA CHARGE.
- CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS INCLUDING HARRIS COUNTY, TxDOT AND CITY OF TOMBALL.
- CONTRACTOR TO REMOVE ALL TRASH, EXCESS MATERIAL, DEBRIS, ETC. FROM THE SITE UPON COMPLETION OF THE PROJECT PRIOR TO INSPECTION AND APPROVAL BY THE APPROVING AGENCIES.

- TEXAS LAW ARTICLE 1436C, PROHIBITS ALL ACTIVITIES IN WHICH PERSONS OR EQUIPMENT MAY COME WITHIN 6 FEET OF ENERGIZED OVERHEAD POWER LINES, AND FEDERAL REGULATION, TITLE 29, PART 1910.106(L) AND PART 1926.440(A)(15) REQUIRE A MINIMUM CLEARANCE OF 10 FEET FROM THESE FACILITIES. THE ABOVE LAWS CARRY BOTH CRIMINAL AND CIVIL LIABILITIES. WITH CONTRACTORS AND OWNERS BEING LEGALLY RESPONSIBLE FOR THE SAFETY OF WORKERS UNDER THESE LAWS. IF YOU OR YOUR COMPANY MUST WORK NEAR OVERHEAD POWER LINES, CALL 713-207-7777 FOR THE LINES TO BE DE-ENERGIZED AND/OR MOVED AT YOUR EXPENSE.
- CONTRACTOR SHALL NOTIFY THE UTILITY COORDINATING COMMITTEE AT PHONE NUMBERS 800-869-8344 OR 800-344-8377 AND THE CITY OF TOMBALL AT 281-351-5484 AT LEAST 48 HOURS PRIOR TO EXCAVATING.
- CONTRACTOR SHALL VERIFY HORIZONTAL AND VERTICAL LOCATIONS OF ALL UTILITIES PRIOR TO CONSTRUCTION TO DETERMINE POSSIBLE CONFLICTS AND VERIFY THAT THE BORING OPERATION AND PIPE INSTALLATION CAN BE ACCOMPLISHED WITHOUT CONFLICTING WITH EXISTING UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR HORIZONTAL AND VERTICAL CONTROL. REFERENCE POINTS AND CONSTRUCTION STAKING IS INCIDENTAL TO THE PROJECT.
- PUBLIC EASEMENTS DEDICATED ON THIS PLAN ARE HEREBY DEDICATED TO THE PUBLIC FOREVER. ANY PUBLIC UTILITY, INCLUDING THE CITY OF TOMBALL, SHALL HAVE THE RIGHT AT ALL TIMES, OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY OF ANY TIME OF PROCURING THE PERMISSION OF THE PROPERTY OWNER. ANY PUBLIC UTILITY, INCLUDING THE CITY OF TOMBALL, SHALL HAVE THE RIGHT TO MOVE AND REPAIR ANY OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS THAT IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS SHOWN ON THIS PLAN. NEITHER THE CITY OF TOMBALL NOR ANY PUBLIC UTILITY SHALL BE RESPONSIBLE FOR THE REPLACING OR REPAIRING THE PROPERTY OWNER DUE TO REMOVAL OR RELOCATION OF ANY OBSTRUCTION ON THE PUBLIC EASEMENTS.
- SIDEWALKS ARE REQUIRED IN ACCORDANCE WITH CHAPTER 70, SECTION 70-35(1), THE COMPREHENSIVE PLAN, ADOPTED DECEMBER 2009, AND THE LIVABLE CENTERS STUDY, ADOPTED SEPTEMBER 2006.

CITY OF TOMBALL ENGINEERING & PLANNING DEPARTMENT	
GENERAL NOTES	
APPROVED BY COT:	
ENGINEERING & PLANNING DEPARTMENT EFFECTIVE SEPTEMBER 1, 2010	
SHEET 001 OF 001	DWG NO: COT GEN-02

STABILIZED CONSTRUCTION EXIT

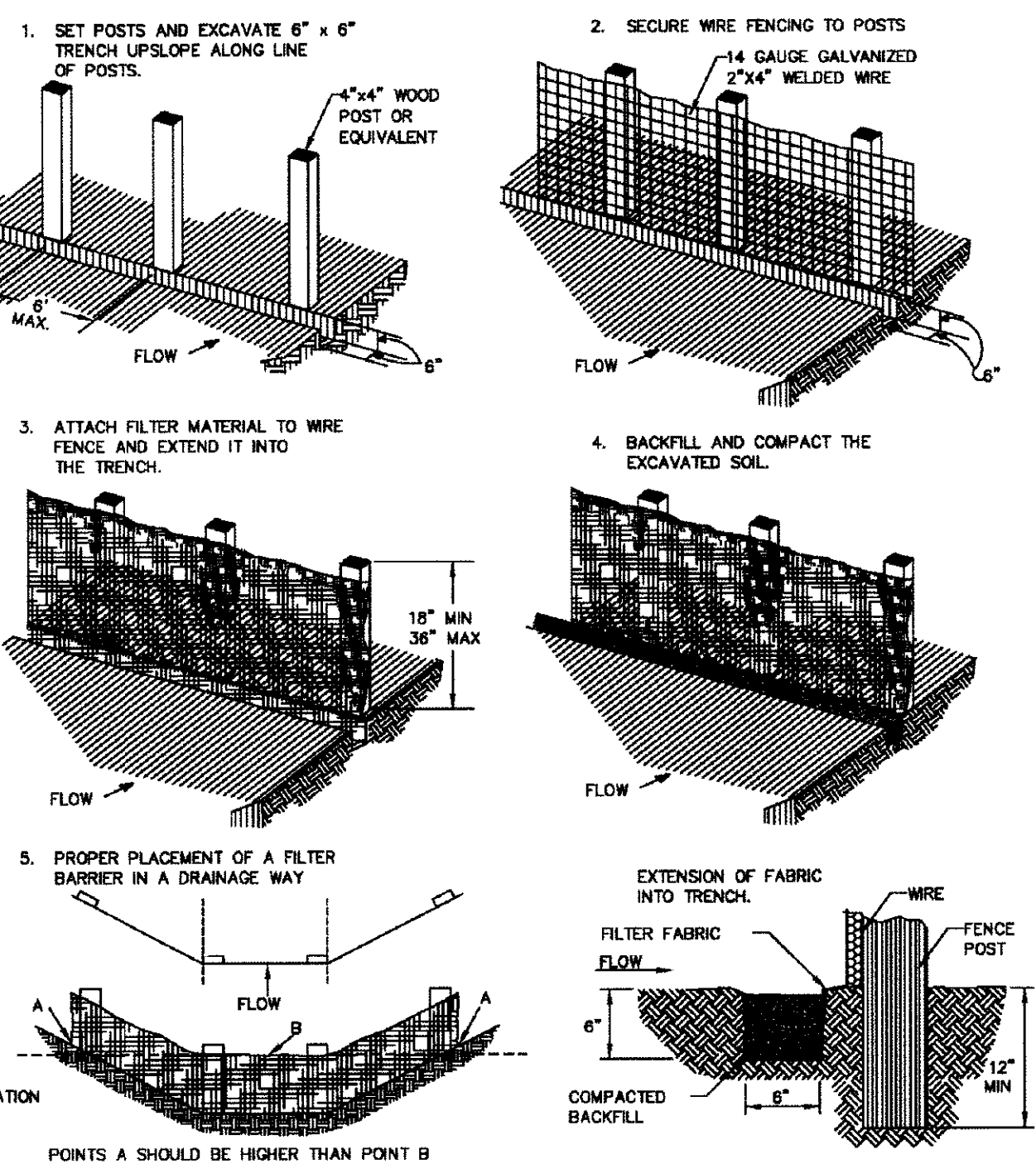


GENERAL NOTES:

- LENGTH SHALL BE AS SHOWN ON THE CONSTRUCTION DRAWINGS, BUT NOT LESS THAN 50 FEET.
- THICKNESS SHALL NOT BE LESS THAN 6 INCHES.
- WIDTH SHALL BE NOT LESS THAN FULL WIDTH OF ALL PORTS OF INGRESS OR EGRESS.
- STABILIZATION FOR OTHER AREAS SHALL HAVE THE SAME AGGREGATE THICKNESS AND WIDTH REQUIREMENTS AS THE STABILIZED CONSTRUCTION EXIT, UNLESS OTHERWISE SHOWN ON THE CONSTRUCTION DRAWINGS.
- STABILIZED AREA MAY BE WIDENED OR LENGTHENED TO ACCOMMODATE A TRUCK WASHING AREA, WHEN SHOWN ON THE CONSTRUCTION PLANS. AN OUTLET SEDIMENT TRAP MUST BE PROVIDED FOR THE TRUCK WASHING AREA.

NOT TO SCALE CITY OF TOMBALL ENGINEERING & PLANNING DEPARTMENT STABILIZED CONSTRUCTION EXIT CONSTRUCTION DETAILS	
APPROVED BY COT:	
ENGINEERING & PLANNING DEPARTMENT EFFECTIVE JULY 1, 2010	
SHEET 001 OF 001	DWG NO: COT SWP-09

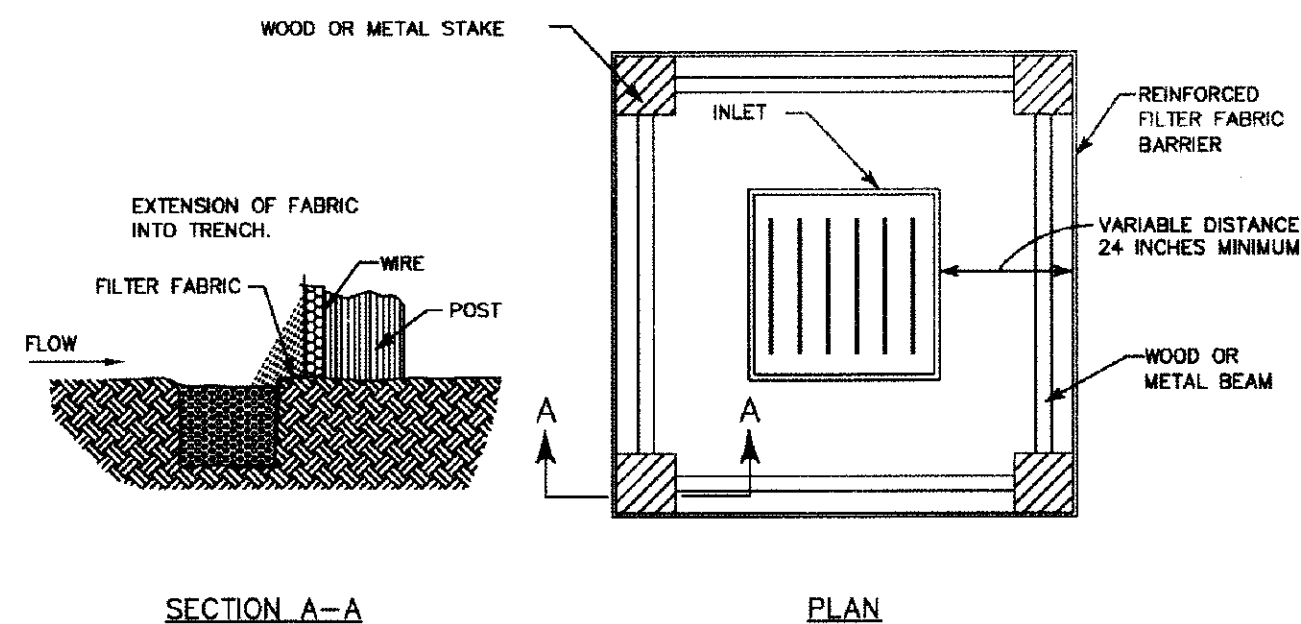
REINFORCED FILTER FABRIC BARRIER



- GENERAL NOTES**
- WOVEN WIRE FENCE TO BE FASTENED SECURELY TO FENCE POSTS WITH STAPLES OR WITH WIRE TIES.
 - FILTER FABRIC TO BE FASTENED SECURELY TO WOVEN WIRE FENCE, WITH TIES SPACED EVERY 24 INCHES AT TOP AND MIDSECTION.
 - WHEN TWO SECTIONS OF FILTER FABRIC ADJOIN EACH OTHER, THEY SHALL BE OVERLAPPED 6 INCHES AT THE POSTS, AND FOLDED.
 - IF HOT ROLLED STEEL POSTS ARE USED, MAXIMUM POST SPACING CAN BE 6 FEET.

NOT TO SCALE CITY OF TOMBALL ENGINEERING & PLANNING DEPARTMENT REINFORCED FILTER FABRIC BARRIER CONSTRUCTION DETAILS	
APPROVED BY COT:	
ENGINEERING & PLANNING DEPARTMENT EFFECTIVE JULY 1, 2010	
SHEET 001 OF 001	DWG NO: COT SWP-04

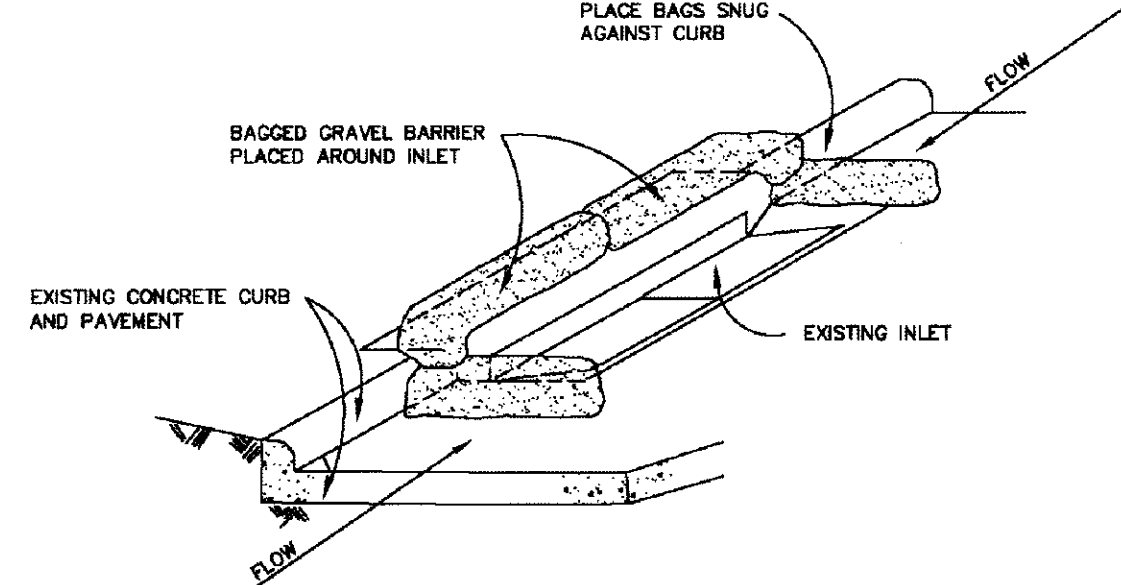
INLET PROTECTION BARRIER (FOR STAGE I INLETS) REINFORCED FILTER FABRIC BARRIER



GENERAL NOTES:
SEE REINFORCED FILTER FABRIC BARRIER

NOT TO SCALE CITY OF TOMBALL ENGINEERING & PLANNING DEPARTMENT INLET PROTECTION BARRIERS FOR STAGE I INLETS	
APPROVED BY COT:	
ENGINEERING & PLANNING DEPARTMENT EFFECTIVE JULY 1, 2010	
SHEET 001 OF 001	DWG NO: COT SWP-07

INLET PROTECTION BARRIER (FOR STAGE II INLETS) BAGGED GRAVEL BARRIER



NOT TO SCALE CITY OF TOMBALL ENGINEERING & PLANNING DEPARTMENT INLET PROTECTION BARRIERS FOR STAGE II INLETS	
APPROVED BY COT:	
ENGINEERING & PLANNING DEPARTMENT EFFECTIVE JULY 1, 2010	
SHEET 001 OF 001	DWG NO: COT SWP-08

GENERAL CONSTRUCTION NOTES

- THE CONTRACTOR SHALL COORDINATE HIS CONSTRUCTION SCHEDULE WITH THE OWNER AND/OR ARCHITECT PRIOR TO COMMENCING WORK.
- CONTRACTOR SHALL CONTACT ALL GOVERNING AGENCIES A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK.
- WHETHER SHOWN ON DRAWINGS OR NOT, THE CONTRACTOR SHALL PROVIDE ALL PERMITS, APPROPRIATE, AND NECESSARY FITTINGS REQUIRED TO LOCATE THE CENTER MAIN AND NO ADDITIONAL COST TO THE OWNER. CONTRACTOR SHALL CONTACT ENGINEER IF URGE OF PIPING LAYOUT, SIZES OR LOCATIONS.
- VERIFY ALL DIMENSIONS AND CONDITIONS IN THE FIELD BEFORE COMMENCING CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO REPORT ANY DISCREPANCIES TO THE ENGINEER IN A TIMELY MANNER.
- ALL DIMENSIONS SHOWN ARE APPROXIMATE AND ARE TO BE VERIFIED BY THE CONTRACTOR CHANGES IN HORIZONTAL OR VERTICAL ALIGNMENT SHALL BE APPROVED BY THE ENGINEER.
- THE DRAWINGS SHOW AS MUCH INFORMATION AS CAN BE REASONABLY OBTAINED FROM AN ON SITE OBSERVATION. SITE AND EXISTING CONDITIONS AS WELL AS THE LOCATION AND NATURE OF PIPELINES, NATURAL GAS LINES, UNDERGROUND UTILITIES, AND OTHER FACILITIES ARE NOT GUARANTEED. THE CONTRACTOR SHALL VERIFY THE LOCATION AND NATURE OF ALL UTILITIES SHOWN IN ADVANCE OF CONSTRUCTION TO PRECLUDE DAMAGE TO EXISTING UTILITIES. IN THE EVENT THAT UNDERGROUND UTILITIES NOT SHOWN ON THE DRAWINGS ARE ENCOUNTERED DURING CONSTRUCTION, THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY.
- THE CONTRACTOR SHALL NOTIFY ALL UTILITY COMPANIES IN THE AREA A MINIMUM OF 48 HOURS PRIOR TO COMMENCING WORK. THE CONTRACTOR SHALL CONTACT THE UTILITY COORDINATING COMMITTEE AT (713) 223-4667, 1-800-344-8377 48 HOURS PRIOR TO COMMENCING CONSTRUCTION.
- SOME OF THE EXISTING UNDERGROUND UTILITIES SHOWN HEREIN HAVE NOT BEEN VERIFIED.
- CONTRACTOR SHALL UNCOVER EXISTING UTILITIES AT ALL "POINTS OF INTEREST" AND NOTIFY THE ENGINEER AT ONCE OF ANY CONFLICT.
- IN THE EVENT OF DAMAGE TO UNDERGROUND UTILITIES OR FACILITIES, WHETHER SHOWN OR NOT ON THE DRAWINGS, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER AND SHALL BE RESPONSIBLE FOR THE REPAIRS TO THE UTILITY OR FACILITY BACK IN SERVICE AT NO INCREASE IN THE CONTRACT PRICE. ALL REPAIRS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPANY OR AGENCY SERVING THE FACILITY.
- ALL EXISTING POWER LINES, LIGHT STANDARDS, SIGNS, ETC. WHICH AFFECT THE PROPOSED CONSTRUCTION SHALL BE REMOVED AND/OR RELOCATED AT THE CONTRACTOR'S EXPENSE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING A SAFE PROJECT SITE 24 HOURS A DAY.
- WHENEVER THE CONTRACTOR SHALL TAKE FOR THE PROPERTY OWNER AND BUSINESSES OF THE AUTUMN PROPERTY AND THE CROSS CUTTING AND ADJACENT TRAFFIC AND THE CONSTRUCTION OF THE PROJECT.
- THE CONTRACTOR SHALL BE FULLY RESPONSIBLE FOR MAINTAINING A SAFE PROJECT SITE 24 HOURS A DAY.
- CONTRACTOR SHALL MAINTAIN CONSTRUCTION BARRIERS SIGNS AT EACH END OF THE PROJECT TO MAINTAIN TRAFFIC AND ADJACENT TRAFFIC AND THE CONSTRUCTION OF THE PROJECT.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR MAINTAINING THE PERMITTER OF CONSTRUCTION AREA WITH CONSTRUCTION FENCING AND NO ADDITIONAL COST. CONSTRUCTION FENCING SHALL BE DIRECTED PRIOR TO CONSTRUCTION AND REMOVED UPON COMPLETION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONTROLLING TRAFFIC IN THE CONSTRUCTION AREA WITH CONSTRUCTION FENCING AND NO ADDITIONAL COST. CONSTRUCTION FENCING SHALL BE DIRECTED PRIOR TO CONSTRUCTION AND REMOVED UPON COMPLETION.
- CONTRACTOR SHALL PROVIDE AND INSTALL TRAFFIC CONTROL DEVICES IN ACCORDANCE WITH THE TEXAS MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (TMUTCD) (LATEST EDITION WITH REVISIONS) DURING CONSTRUCTION.
- DELIMITERS SHALL BE INSTALLED ALONG THE PAVEMENT EDGE TO MAINTAIN TRAFFIC IN THE LANE OF TRAVEL AND TO DELINEATE THE ROADWAY EDGE DURING HOURS OF DARKNESS.
- THE WORK AREA SHALL BE BARRICADED AND ILLUMINATED DURING DARKNESS AND HOURS OF INACTIVITY, WHEN IN AN AREA OF DIRECT PUBLIC ACCESS. UNOCCUPIED TRENCHES SHALL BE SECURED WITH SAFETY "TOW" FENCING OR EQUIVALENT. ALL TRENCHES SHALL BE IMMEDIATELY BACKFILLED OR COVERED WITH A MINIMUM OF 6 INCHES OF COMPACTED SOIL OR EQUIVALENT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING REQUIRED SECURITY TO PROTECT HIS OWN PROPERTY, EQUIPMENT, AND WORK IN PROGRESS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR EXISTING THAT ADEQUATE DRAINAGE IS MAINTAINED AT ALL TIMES DURING CONSTRUCTION AND SHALL BE RESPONSIBLE FOR THE REPAIRS TO THE UTILITY OR FACILITY BACK IN SERVICE AT NO INCREASE IN THE CONTRACT PRICE. ALL REPAIRS SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THE COMPANY OR AGENCY SERVING THE FACILITY.
- CONTRACTOR IS RESPONSIBLE FOR THE CONSTRUCTION OF ANY TEMPORARY DITCH OR DRAINAGE FACILITIES REQUIRED TO MAINTAIN ADEQUATE SITE DRAINAGE DURING CONSTRUCTION AT NO ADDITIONAL COST TO OWNER.
- CONTRACTOR IS TO INSTALL GROUND WATER CONTROL FACILITIES IF NEEDED, AT DIRECTION OF ENGINEER AT NO ADDITIONAL COST TO OWNER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS REQUIRED BY ALL GOVERNING AGENCIES.
- THE CONTRACTOR IS RESPONSIBLE FOR THE COMPLETION AND SUBMISSION OF ALL APPLICABLE STATE AND FEDERAL FORMS REQUIRED FOR STORM WATER POLLUTION PREVENTION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONSTRUCTION, IMPLEMENTATION, MAINTENANCE, AND INSPECTION OF STORM POLLUTION PREVENTION MEASURES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE COLLECTION AND DISPOSAL, OFF-SITE VEHICLE TRACKING, AND OTHER PRACTICES.
- THE CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAW CONCERNING EXCAVATION, TRENCHING AND BORING.
- THE CONTRACTOR SHALL DESIGN AND PROVIDE A TRENCH SAFETY SYSTEM TO MEET APPROPRIATE REQUIREMENTS ESTABLISHED IN OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION (OSHA) SAFETY & HEALTH REGULATIONS, 29 CFR 1910.66, 1910.67, 1910.68, 1910.69, 1910.70, 1910.71, 1910.72, 1910.73, 1910.74, 1910.75, 1910.76, 1910.77, 1910.78, 1910.79, 1910.80, 1910.81, 1910.82, 1910.83, 1910.84, 1910.85, 1910.86, 1910.87, 1910.88, 1910.89, 1910.90, 1910.91, 1910.92, 1910.93, 1910.94, 1910.95, 1910.96, 1910.97, 1910.98, 1910.99, 1910.100, 1910.101, 1910.102, 1910.103, 1910.104, 1910.105, 1910.106, 1910.107, 1910.108, 1910.109, 1910.110, 1910.111, 1910.112, 1910.113, 1910.114, 1910.115, 1910.116, 1910.117, 1910.118, 1910.119, 1910.120, 1910.121, 1910.122, 1910.123, 1910.124, 1910.125, 1910.126, 1910.127, 1910.128, 1910.129, 1910.130, 1910.131, 1910.132, 1910.133, 1910.134, 1910.135, 1910.136, 1910.137, 1910.138, 1910.139, 1910.140, 1910.141, 1910.142, 1910.143, 1910.144, 1910.145, 1910.146, 1910.147, 1910.148, 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19

DRAWN BY: JSA	CHECKED BY: JAE
DESIGNED BY: JSA	APPROVED BY: FEB
PROJECT NO. 342-0277	DATE: OCTOBER 2013
SCALE: N.T.S.	SHEET 8 OF 10

[illegible]

NOT TO SCALE

CITY OF TOMBALL
ENGINEERING & PLANNING DEPARTMENT

WATERLINE CONSTRUCTION
NOTES

APPROVED BY COT:

ENGINEERING & PLANNING DEPARTMENT
EFFECTIVE JULY 1, 2010

SHEET 001 OF 001 DWG NO: COT WA-01

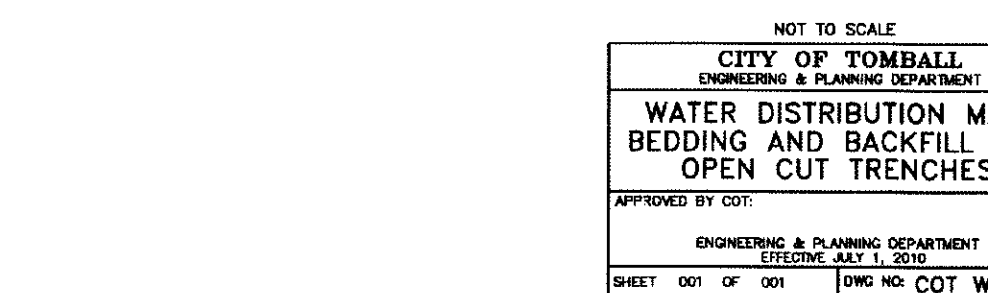
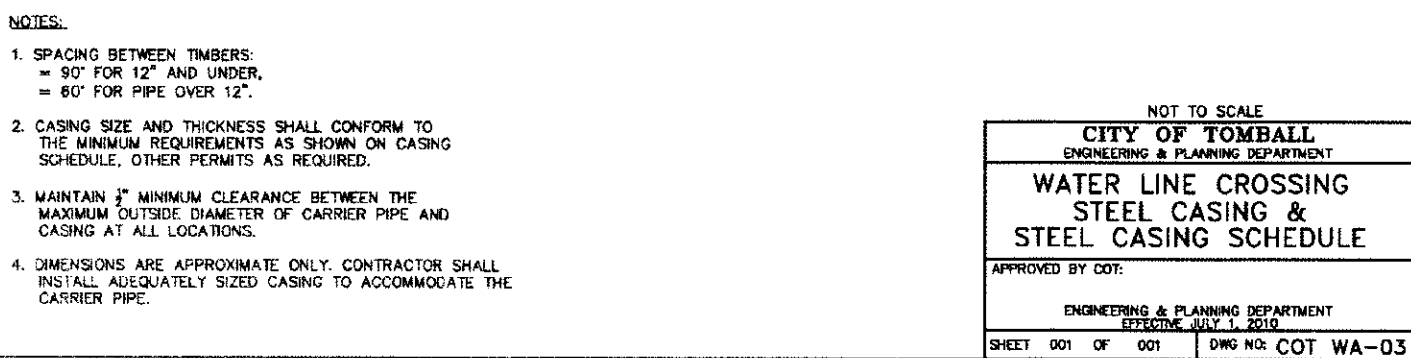


Diagram illustrating an alternate plan for a fire hydrant connection. The components shown include:

- WATER MAIN
- 6" X 90° BEND BELL X PLAIN END
- 6" GATE VALVE AND BOX
- 1/2" ALL THREAD
- FIRE HYDRANT TO FACE STREET

ALTERNATE PLAN

SECTION



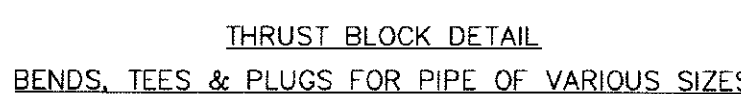
NOTE:

- 1. POLYETHYLENE FILM SHALL BE USED AS A WRAP TO PROTECT CAST IRON AND OTHER METALS INS A CORROSIVE SOIL ENVIRONMENT.
- 2. AN 8 MIL POLYETHYLENE FILM WRAP SHALL BE REQUIRED AROUND ALL METAL PIPE AND APPURTENANCES (EXCEPT FIRE HYDRANTS).
- 3. POLYETHYLENE FILM SHALL BE FURNISHED AND INSTALLED EITHER IN TUBULAR FORM PRIOR TO LOWERING THE PIPE IN TRENCH OR IN SHEET FORM.
- 4. POLYETHYLENE TUBE ENCASEMENT SHALL CONFORM WITH THE MINIMUM REQUIREMENTS OF POLYETHYLENE ENCASEMENT FOR BAY AND DUCTILE IRON PIPING FOR WATER AND OTHER LIQUIDS, ANSI/AWWA C105, CURRENT EDITION. JOINTS SHALL BE TESTED IN ACCORDANCE WITH APPENDIX A OF ANSI/AWWA C105 TO ADEQUATELY PROTECT THE JOINTS FROM SOIL ENCASEMENT.

SIZE	90° BEND		45° BEND		22½° BEND		TEES		PLUGS		
	A	B	A	B	A	B	A	B	A	B	
2½"	12"	7"	6"	7"	6"	6"	7"	8"	8"	14"	21"
6"	16"	10"	9"	10"	6"	12"	10"	12"	10"	18"	24"
8"	22"	13"	12"	13"	8"	10"	13"	16"	12"	29"	36"
10"	26"	17"	14"	17"	10"	13"	16"	20"	14"	36"	48"
12"	29"	21"	16"	21"	11"	16"	18"	24"	16"	41"	54"
14"	35"	24"	19"	24"	12"	20"	22"	27"	18"	54"	68"
16"	38"	27"	21"	27"	12"	24"	24"	30"	20"	58"	74"

1. WATER LINE LESS THAN 6" (N) SHALL BE AWWA C-900 DR14 CLASS 200 WATER LINE GREATER THAN 6" (N) IN SHALL BE AWWA C-900 DR 18 CLASS 150 WATER LINE WITH A DEPTH OF COVER 12 TO 24" SHALL BE AWWA C-900
- ALL FLUSHING VALVES AND GATE VALVES TO BE AMERICAN WATER WORKS ASSOC. (AWWA) STANDARD COUNTERLOCKING OPENING WITH NON-RISING STEM DESIGN.
3. THE MAXIMUM ALLOWABLE SIZE OF A TAPPING SLEEVE AND VALVE ON AN EXISTING PIPE IS ONE SIZE SMALLER THAN THE PIPE DIAMETER OF THE MAIN TO BE TAPPED.
4. ALL DUCTILE IRON PIPE SHALL BE CLASS 50 MORTAR LINING. NO A.C. PIPE WILL ALLOW DUCTILE IRON FITTINGS SHALL BE MORTAR LINED FUSION OR MECHANICAL JOINTS.
5. ALL BACKFILL WITHIN THE R.O.W. SHALL BE COMPACTED TO 85% STANDARD PROCTOR DENSITY.

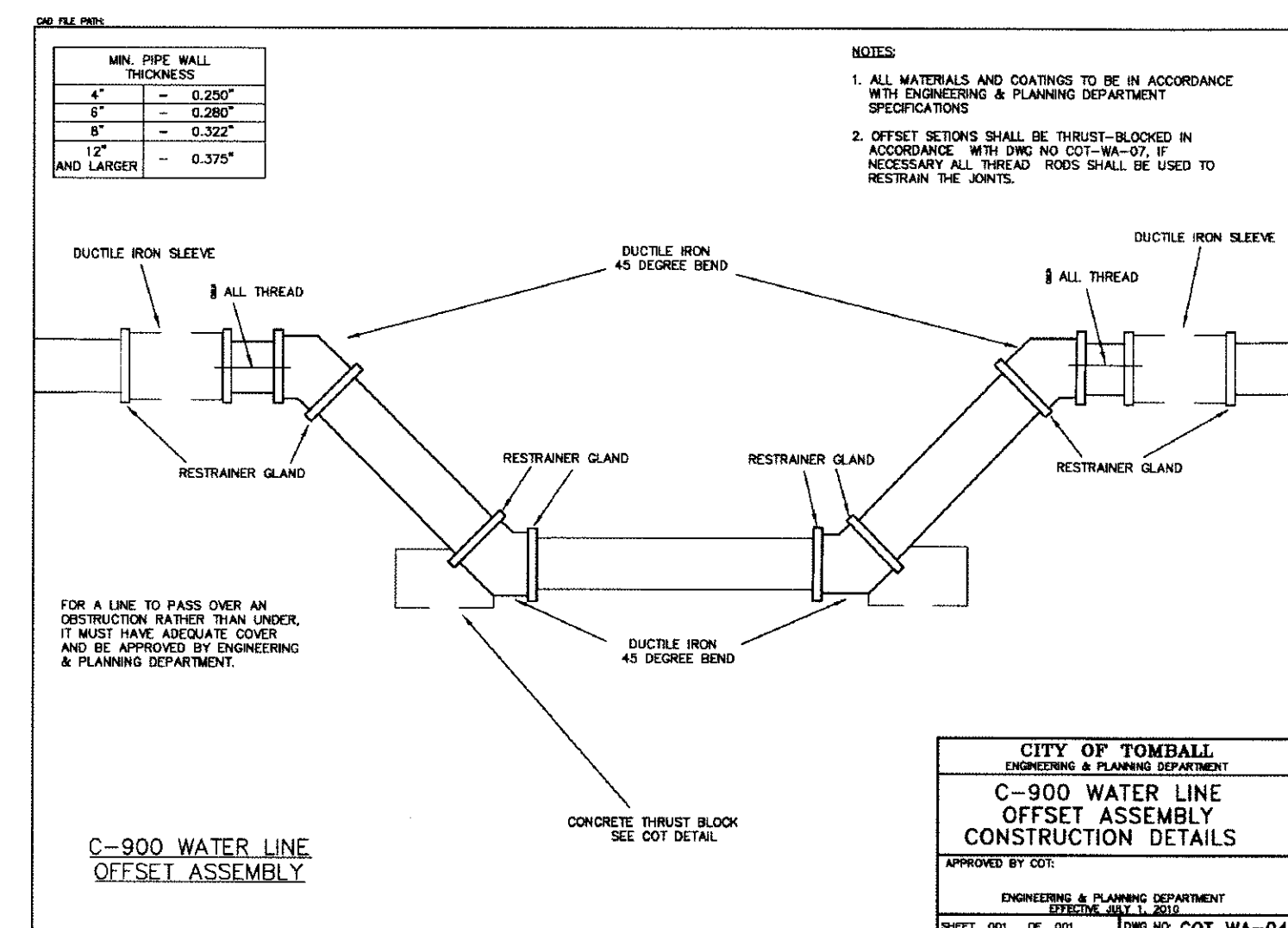
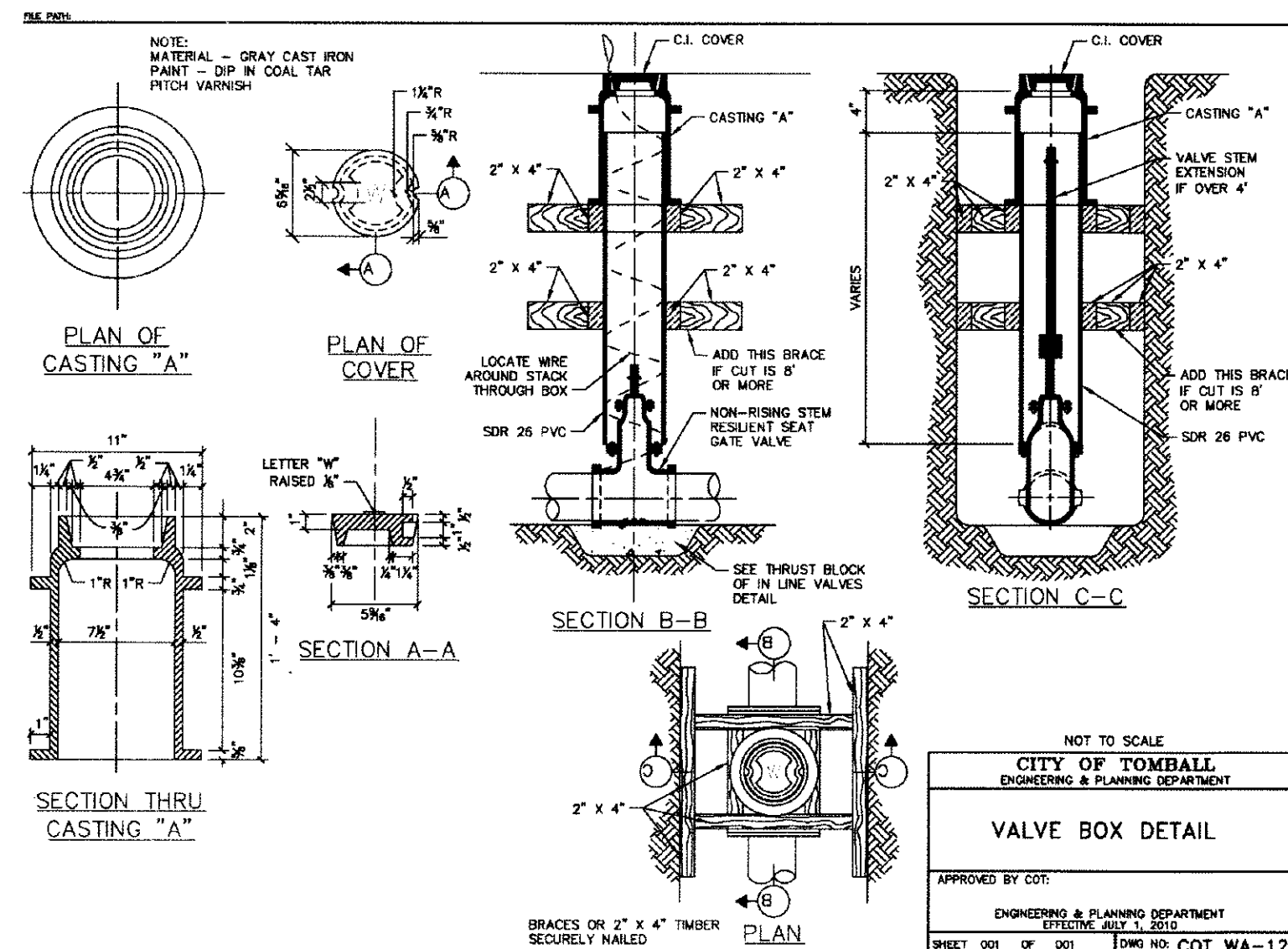
NOT TO SCALE			
CITY OF TOMBALL ENGINEERING & PLANNING DEPARTMENT			
POLYETHYLENE WRAP DETAIL & TABLE FOR BENDS, TEES, & PLUGS			
APPROVED BY: COT			
ENGINEERING & PLANNING DEPARTMENT EXPIRING JULY 1, 2010			
SHEET	001	OF 001	DWG NO: COT WA-06



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SOIL TYPE	SIZE	90° BEND		45° BEND		22½° BEND		TEES		PLUGS	
		A	B	A	B	A	B	A	B	A	B
TYPE I - 4000 PSI SOIL	6"	8"	10"	6"	8"	3"	8"	8"	8"	10"	15"
	8"	12"	8"	10"	5"	9"	9"	12"	12"	20"	38"
	10"	16"	14"	10"	12"	6"	10"	11"	14"	24"	25"
	12"	19"	16"	12"	14"	8"	11"	14"	16"	30"	30"
	14"	23"	18"	14"	16"	10"	12"	16"	18"	38"	34"
TYPE II - 2000 PSI SOIL	6"	16"	26"	20"	16"	18"	11"	13"	18"	20"	38"
	8"	16"	10"	9"	10"	6"	8"	10"	12"	21"	21"
	10"	16"	10"	10"	10"	6"	8"	10"	12"	21"	21"
	12"	26"	17"	14"	17"	10"	13"	16"	24"	28"	28"
	14"	29"	21"	16"	21"	11"	16"	18"	24"	26"	41"
TYPE III - 1000 PSI SOIL	14"	35"	24"	19"	24"	12"	20"	22"	27"	18"	48"
	16"	38"	27"	21"	27"	12"	24"	24"	30"	20"	54"

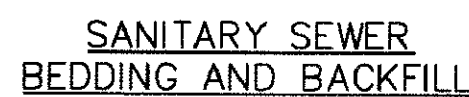
NOTE:
BASED ON 100 PSI STATIC PRESSURE PLUS AWWA HAMMER.
ALL BEARING SURFACES TO BE CARRIED TO UNDISTURBED GROUND.



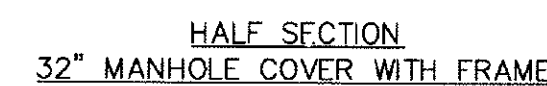
[illegible]

REFER TO:

1. GENERAL NOTES
2. C.S.S. NOTES



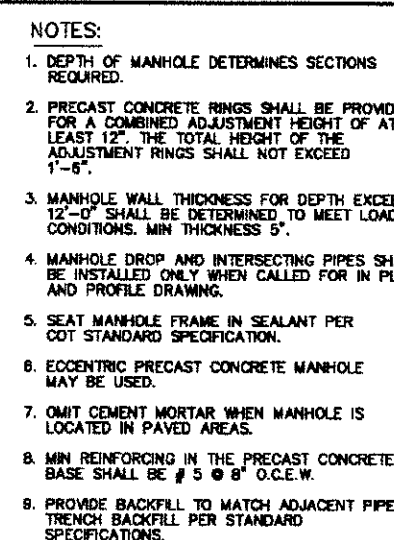
CLASS "A"—"A"



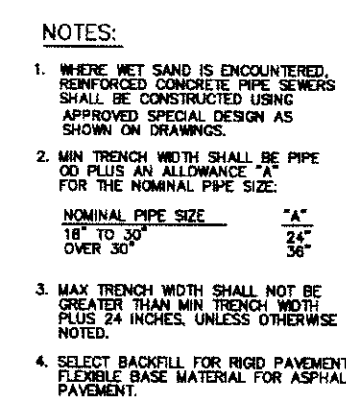
NOT TO SCALE

CITY OF TOMBALL
ENGINEERING & PLANNING DEPARTMENT

**SANITARY MANHOLE
FRAME & COVER
CONSTRUCTION DETAILS**



NOT TO SCALE			
CITY OF TOMBALL ENGINEERING & PLANNING DEPARTMENT			
SANITARY SEWER STANDARD STACK CONSTRUCTION DETAILS			
APPROVED BY: COT:			
ENGINEERING & PLANNING DEPARTMENT EFFECTIVE: JULY 1, 2010			
SHEET	001	OF	001
			DWG NO: COT WW-15



NOT TO SCALE
CITY OF TOMBALL
ENGINEERING & PLANNING DEPARTMENT
SANITARY
BEDDING & BACKFILL
OR DRY STABLE TRENCH

LORI LAKATOS, PE date NOV 4 2013
CITY ENGINEER
CITY OF TOMBALL

SANITARY SEWER DETAILS

NO.	DATE	REVISIONS	BY

DRAWN BY: JSA	CHECKED BY: JAE
DESIGNED BY: JSA	APPROVED BY: FEB

PROJECT NO. 342-0277	DATE: OCTOBER 2013
SCALE: N.T.S.	SHEET 9 OF 10

October 9, 2014

Ms. Lori Lakatos, P.E.
City Engineer
City of Tomball
Community Development Department
501 James Street
Tomball, TX 77375

Re: Request for Developer Agreement to reimburse Big Diamond LLC, a Texas Limited Liability Company (**Big Diamond**) for costs associated with the installation of an upsized Public Water Line and Sanitary Sewer to serve lots A, B, & C of the Point Subdivision located within the City of Tomball, Texas

Dear Ms. Lakatos:

Big Diamond owns Lot 2 of the "Replat of The Point" Subdivision and intends to develop the lot as a convenience store with fuel sales. Public water and sanitary sewer service are not currently available to the site. In conjunction with your office, Brooks & Sparks, Inc. has developed construction plans for the extension of a City of Tomball 12" waterline and a 10" sanitary sewer line to serve the subdivision and properties to the north. These utility extension plans have been approved by TxDOT and your office.

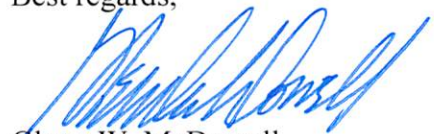
The proposed 12" public water line and 10" public sanitary sewer line will provide capacity well in excess of what will be required by the Big Diamond development. Attached are two Engineers Estimates for probable construction costs. The first estimate is for the upsized 12" water line and 10" sanitary sewer line extensions required by the City. The cost for this work is estimated to be \$219,004.00. The second is for the cost of the utility extensions based on the minimum sizes the City would have accepted (8" water and 8" sanitary). The cost for this work is estimated to be \$184,904.00. The difference in the estimates of \$34,100.00 reflects the difference in the cost of the materials.

Brooks & Sparks, Inc., on behalf of **Big Diamond**, respectfully requests that the City of Tomball prepare a Developer Agreement whereby **Big Diamond** can be reimbursed the \$34,100.00 difference between the cost of the minimum sized (8") infrastructure and the cost of the upsized water and sewer lines required by the City.

Brooks & Sparks, Inc. is available to answer any questions and discuss this matter at your convenience.

Thank you in advance for your cooperation.

Best regards,



Glenn W. McDowell
Associate Principal

Enclosure

City of Tomball UPSIZED REQUIREMENTS
Estimate of Probable Construction Costs
for 12" Public Water Line and 10" Sanitary Sewer
To Serve Lots A, B & C of the Point Subdivision
Brooks & Sparks, Inc. #342-0275
October 9, 2014

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
SITE PREPARATION					
1	Stabilized Construction Exit	EA	1	\$ 1,750.00	\$ 1,750.00
2	Filter Fabric Fence	LS	1	\$ 2,000.00	\$ 2,000.00
3	Inlet Protection Barriers in TXDOT ROW	EA	5	\$ 125.00	\$ 625.00
SUBTOTAL - SITE PREPARATION					\$ 4,375.00

12" WATERLINE					
1	12" C-900 PVC Waterline	LF	863	\$ 84.00	\$ 72,492.00
2	12" X 12" Back tap and Valve	EA	1	\$ 4,000.00	\$ 4,000.00
3	18" Steel Casing	LF	106	\$ 112.00	\$ 11,872.00
4	Bore and Jack	LF	106	\$ 70.00	\$ 7,420.00
5	Fire Hydrant Assemble	EA	3	\$ 3,990.00	\$ 11,970.00
6	12" Gate Valve and Box	EA	3	\$ 3,080.00	\$ 9,240.00
7	Blow off and Box	EA	2	\$ 700.00	\$ 1,400.00
8	Exist 12" Waterline Adjustment	LF	56	\$ 85.00	\$ 4,760.00
9	12" X 12" Tee	EA	3	\$ 140.00	\$ 420.00
10	6" Gate Valve and Box	EA	3	\$ 1,625.00	\$ 4,875.00
SUBTOTAL DIVISION II - WATERLINE					\$ 128,449.00

10" SANITARY SEWER					
1	Sanitary Sewer Manhole (all depths)	EA	4	\$ 2,765.00	\$ 11,060.00
2	10" SDR 21 PVC	LF	835	\$ 56.00	\$ 46,760.00
3	16" Steel Casing	LF	166	\$ 100.00	\$ 16,600.00
4	Bore and Jack	LF	166	\$ 70.00	\$ 11,620.00
5	Plug and Clamp	EA	1	\$ 140.00	\$ 140.00
SUBTOTAL SANITARY SEWER					\$ 86,180.00

TOTAL \$ 219,004.00

This Estimate of probable construction costs is based
 on the plan set entitled "Contruccion Plans for a Public
 Water Line and Sanitary Sewer to serve Lots A, B & C of the
 Point Subdivision" approved by the City of Tomball Nov. 4, 2013

City of Tomball Minimum Requirements
Estimate of Probable Construction Costs
for 8" Public Water Line and 8" Sanitary Sewer
To Serve Lots A, B & C of the Point Subdivision
Brooks & Sparks, Inc. #342-0275
October 9, 2014

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
SITE PREPARATION					
1	Stabilized Construction Exit	EA	1	\$ 1,750.00	\$ 1,750.00
2	Filter Fabric Fence	LS	1	\$ 2,000.00	\$ 2,000.00
3	Inlet Protection Barriers in TXDOT ROW	EA	5	\$ 125.00	\$ 625.00
SUBTOTAL - SITE PREPARATION					\$ 4,375.00

8" WATERLINE					
1	8" C-900 PVC Waterline (C.I.P)	LF	863	\$ 65.00	\$ 56,095.00
2	12" X 8" Back tap and Valve (C.I.P)	EA	1	\$ 3,700.00	\$ 3,700.00
3	15" Steel Casing	LF	106	\$ 97.00	\$ 10,282.00
4	Bore and Jack	LF	106	\$ 60.00	\$ 6,360.00
5	Fire Hydrant Assemble	EA	3	\$ 3,990.00	\$ 11,970.00
6	8" Gate Valve and Box	EA	3	\$ 2,800.00	\$ 8,400.00
7	Blow off and Box	EA	2	\$ 700.00	\$ 1,400.00
8	Exist 12" Waterline Adjustment	LF	56	\$ 85.00	\$ 4,760.00
9	8" X 8" Tee	EA	3	\$ 120.00	\$ 360.00
10	6" Gate Valve and Box	EA	3	\$ 1,625.00	\$ 4,875.00
SUBTOTAL - WATERLINE					\$ 108,202.00

8" SANITARY SEWER					
1	Sanitary Sewer Manhole (all depths) (C.I.P)	EA	4	\$ 2,765.00	\$ 11,060.00
2	8" SDR 21 PVC (C.I.P)	LF	835	\$ 45.00	\$ 37,575.00
3	12" Steel Casing	LF	166	\$ 82.00	\$ 13,612.00
4	Bore and Jack	LF	166	\$ 60.00	\$ 9,960.00
5	Plug and Clamp	EA	1	\$ 120.00	\$ 120.00
SUBTOTAL - SANITARY SEWER					\$ 72,327.00

TOTAL \$ 184,904.00

The quantities shown in this estimate are based
 on the plan set entitled "Construction Plans for a Public
 Water Line and Sanitary Sewer to serve Lots A, B & C of the
 Point Subdivision" approved by the City of Tomball Nov. 4, 2013
 The 12" waterline is calculated as 8".
 The 10" sanitary sewer is calculated as 8".

Regular City Council Agenda Item Data Sheet

Meeting Date: October 20, 2014

Topic:

Discuss Amending Section 50-82(b) to Prohibit or to Allow Through a Conditional Use Permit Auto Dealer (New, Auto Servicing and Used Auto Sales as Accessory Uses Only, with Outdoor Sales) and Auto Dealer, Primarily Used Auto Sales with Outdoor Sales in the Old Town and Mixed Use Zoning District.

Background:

This item is being brought to City Council for discussion purposes and to receive direction as to whether or not to prepare an Ordinance to revise Section 50-82(b). The abovementioned land uses are currently permitted by right in the Old Town and Mixed Use District.

Origination:

Mayor

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

Community Development Director

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

Regular City Council Agenda Item Data Sheet

Meeting Date: October 20, 2014

Topic:

Discuss Possible Amendments to Chapter 34 - Signs

Background:

Chapter 34 - Signs is attached with draft amendments (redlined, underlined and struck-through) for discussion and feedback from City Council.

The draft revisions address maintenance of existing signs, obsolete signs and eliminating the permitted installation of changeable electronic variable message signs (CEVMS) within the Old Town Area.

Any proposed revisions to Chapter 34 - Signs will be drafted into an Ordinance for future City Council consideration.

Origination:

Community Development Department

Recommendation:

N/A

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

Community Development Director

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

ATTACHMENTS:

Chapter 34-Signs

Chapter 34 - SIGNS

ARTICLE I. - IN GENERAL

Sec. 34-1. - Definitions.

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

Advertising means to seek the attraction of or to direct the attention of the public to any goods, services, or merchandise whatsoever.

Aircraft means a vehicle capable of atmospheric flight due to interaction with the air, such as buoyancy or lift.

Awning sign means any sign constructed of a plastic, fabric-type, or other material stretched over a rigid metal frame that is permanently attached to the wall, roof, or mansard of a building.

Bandit sign means a sign having less than ten square feet of advertising area.

Banner sign means any sign constructed of cloth, canvas, light fabric or other flexible material, excluding awning signs, which is not rigidly and not permanently attached to a building or the ground through a semi-permanent or permanent support structure.

Billboard means a signage panel for the display of advertisements in public places, such as alongside highways.

Business purposes means the erection or use of any property, building or structure, permanent or temporary, for the primary purpose of conducting in the building or structure or on the property a legitimate commercial enterprise in compliance with all ordinances and regulations of the city governing such activity; the term "business purposes" shall not include any property, building, or structure erected or used for the primary purpose of securing a permit to erect a sign.

Changeable electronic variable message signs (CEVMS) means a sign which permits lights to be turned on or off intermittently or which is operated in a way whereby light is turned on or off intermittently, including any illuminated sign on which such illumination is not kept stationary or constant in intensity and color at all times when such sign is in use, including an light emitting diode (LED) or digital sign, and which varies in color or intensity. The term "CEVMS signs" does not include a sign located within the right-of-way which functions as a traffic control device and which is described and identified in the Manual on Uniform Traffic Control Devices (MUTCD) approved by the federal highway administrator as the national standard.

Commercial or industrial activity means property that is devoted to use for business purposes and not for residential purposes. The term "commercial or industrial activity" shall not include the following:

- (1) Signs;
- (2) Agricultural, forestry, ranching, grazing, farming, and related activities;
- (3) Activities not housed in a permanent building or structure;
- (4) Activities conducted in a building primarily used as a residence.

Curbline means an imaginary line drawn along the edge of the pavement on either side of a public street.

Display surface means the entire surface of a sign, on one side, devoted to exhibiting or contrasting exhibits of advertising. The term "display surface" generally includes the entire sign surface except for the sign frame and incidental supports thereto.

Early voting period is as defined in the V.T.C.A., Election Code § 85.001.

Electioneering is as defined in the V.T.C.A., Election Code § 85.036.

Electrical sign means any sign containing electrical wiring or utilizing electric current, but not including signs illuminated by an exterior light source.

Flag sign means any device generally made of flexible material, such as cloth, paper, plastic, or other material, and displayed from a pole, cable, or rope. It may or may not include text.

Ground sign means a sign which is supported by uprights or braces in or upon the ground.

Inflatable sign means a sign that gains its shape from inserting air or other gas.

Integrated business development means a planned development, comprised of two or more separate commercial entities, whether located on a single lot, tract, or parcel of land or not, which provides common off-street parking, pedestrian ways, landscaping, and/or other areas designed, constructed, and maintained for the common use and benefit of the development's tenants or occupants, and the customers thereof.

Living or human sign means a sign held by or attached to a human being or living creature for the purpose of advertising or otherwise drawing attention to an individual, business, commodity, service, or product. This can also include a person dressed in costume for the purpose of advertising or drawing attention to an individual, business, commodity, service, or product.

Marquee sign means a type of projecting sign attached to or hung from a canopy or covered structure projecting from and supported by a frame or pipe support extending beyond the facade of a building, by no more than 18 inches, but not above its roofline.

Message board sign means any sign or portion of a sign attached to a structure which contains a sign face designed to allow the removal or replacement of individual letters, words, or symbols on the sign face for the purpose of changing an advertising message.

Monument sign means a permanent, freestanding sign mounted on a structural base and where the bottom of the sign base is located within two feet of ground level.

Off-premises sign means any sign advertising a business, person, activity, goods, products, or services not usually located on the premises where the sign is installed and maintained, or which directs persons to any location not on the premises.

On-premises sign means any sign identifying or advertising the business, person, activity, goods, products, or services primarily sold or offered for sale on the premises where the sign is installed and maintained when such premises are used for business purposes.

Person means an individual, company, corporation, partnership, association, or any other entity.

Pole sign means a permanent, freestanding sign that is mounted on a pole or other support that is placed on and anchored in the ground or on a base and that is independent from any building or other structure.

Portable sign means any sign designed or constructed to be easily moved from one location to another, including signs mounted upon or designed to be mounted upon a trailer, bench, wheeled carrier, or other nonmotorized mobile structure; a portable sign which has its wheels removed shall still be considered a portable sign.

Premises means a lot tract or parcel of land including all buildings and structures.

Prohibited area means the area within which V.T.C.A., Election Code § 85.036(a) prohibits electioneering during the time an early voting or voting place is open for the conduct of early voting or voting.

Projecting sign means any sign which is affixed to any building wall or structure and extends beyond the building wall or structure more than 12 inches.

Public property means property owned or controlled by a public entity.

Public right-of-way means any part of a right-of-way not privately owned or controlled, and which is the responsibility of the city or other similar public agency to maintain.

Public street means the entire width between property lines of any road, street, way, alley, bridge, or other similar thoroughfare, not privately owned or controlled, when any part thereof is open to the public for vehicular traffic, is the responsibility of the city or other similar public agency to maintain, and over which the city has legislative jurisdiction under its police power.

Reflectorized lights means any lamp constructed with reflector-type materials so as to focus, intensify, flood, or spot such lamp in a certain direction, including, but not limited to, lamps designated by the manufacturers as flood, spot, reflector or flood, reflector spot, reflector light, or clear reflector.

Residential purposes means property devoted to use as a single-family or multifamily residence. The term "residential purposes" shall include, but not be limited to, property used for houses, duplexes, condominiums, townhomes, patio homes, and apartments; property used for hotels, motels, and boardinghouses shall not be considered as used for residential purposes. Property devoted to both residential and nonresidential use shall be considered as used for residential purposes if its principal use is residential.

Roof sign means any sign erected, constructed, or maintained above the roof of any building.

Sign means any outdoor display, design, pictorial, or other representation, which is constructed, placed, attached, painted, erected, fastened, or manufactured in any manner whatsoever, that is designed, intended, or used for advertising. The term "sign" includes the sign structure. Every sign shall be classified and conform to the requirements of each of such classification set forth in this chapter.

Sign facing or *facing* means a separate and distinguishable portion of the overall display surface.

Sign structure means any structure which supports or is capable of supporting any sign. The term "sign structure" may be a single pole and may or may not be an integral part of a building.

Temporary sign means a sign shall not be permitted for length of time longer than 14 consecutive calendar days.

Wall sign means any sign affixed to or painted upon the wall of any building.

Wayfinding sign means a systematic network of directional on- and off-premises signage installed and maintained by a public or private entity to guide vehicular or pedestrian movement to/through a residential subdivision or nonresidential development.

Window sign means any sign painted or adhered on a glass surfaces of windows or doors.

(Code 1993, § 60-1; Ord. No. 2002-12, § 2, 5-6-2002; Ord. No. 2008-07, § 2, 5-19-2008; Ord. No. 2012-22, § 1(60-1), 11-5-2012; Ord. No. 2013-24, § 2(60-1), 1-6-2014)

Sec. 34-2. - Scope; conflicts.

- (a) In accordance with the provisions of the Local Government Code, the provisions of this chapter shall apply to all signs, as that term is defined herein, within the city and shall also extend to and be enforced within the extraterritorial jurisdiction of the city.
- (b) Where this chapter shall differ or conflict with chapter 10, article II, adopting the International Building Code, or any other ordinance, this chapter will prevail.

(Code 1993, § 60-2; Ord. No. 2002-12, § 2, 5-6-2002)

Sec. 34-3. - Classifications.

- (a) For the purpose of this chapter, a sign shall be first classified as either an on-premises sign or an off-premises sign.
- (b) All signs shall further be classified into one of the following type signs:
 - (1) Ground sign;

- (2) Marquee sign;
 - (3) Projecting sign;
 - (4) Roof sign;
 - (5) Wall sign; or
 - (6) Window sign.
- (c) Any on-premises or off-premises sign of any type may also be included within one or more of the following additional classifications according to special functions:
- (1) Electrical sign;
 - (2) Portable sign; or
 - (3) Temporary sign.

(Code 1993, § 60-3; Ord. No. 2002-12, § 2, 5-6-2002; Ord. No. 2012-22, § 3(60-3), 11-5-2012)

Sec. 34-4. - Sign administrator and enforcement.

- (a) *Sign administrator.* The city manager or his designee shall appoint a sign administrator. The sign administrator is empowered to delegate the duties and powers granted to and imposed upon him by this chapter to other persons serving under the sign administrator. The sign administrator is directed to enforce and carry out all provisions of this chapter.
- (b) *Enforcement responsibility.* The duties of the sign administrator shall include not only the approval of permits as required by this chapter, but also the responsibility of ensuring that all signs comply with this chapter and any other applicable law, and that all signs for which a permit is required do, in fact, have a permit. The sign administrator shall make such inspections as may be necessary and initiate appropriate action to bring about compliance with this chapter and other applicable law if such inspection discloses an instance of noncompliance. The sign administrator shall investigate thoroughly any complaints of alleged violations of this chapter.
- (c) *Powers of sign administrator.* The sign administrator shall have the power and authority to administer and enforce the conditions of this chapter and all other laws relating to signs. Included among such powers are the following specific powers:
 - (1) Every sign for which a permit is required shall be subject to the inspection and approval of the sign administrator or a delegated representative.
 - (2) Upon presentation of proper identification to the owner, agent, or tenant in charge of such property, the sign administrator or his representative may enter, for the purposes of inspecting and investigating signs or sign structures, any building, structure, or other premises or property between the hours of 8:00 a.m. and 5:00 p.m., Mondays through Saturdays; provided, however, that in cases of an emergency where extreme hazards are known to exist which may involve imminent injury to persons, loss of life, or severe property damage, and where the owner, agent, or tenant in charge of the property is not available after the sign administrator has made a good faith effort to locate same, the sign administrator may enter the aforementioned structures and premises at any time upon presentation of proper identification to any other person upon the premises. Whenever the sign administrator is denied admission to inspect any premises, inspection shall be made only under authority of a warrant issued by a magistrate authorizing the inspection for violations of this chapter.
 - (3) Upon notice and issuance of a stop order from the sign administrator, work on any sign that is being conducted in a manner contrary to the provisions of this chapter or is being conducted in a dangerous or unsafe manner shall be immediately stopped. Such notice and order shall be in writing and shall be given to the owner of the property, to his agent, or to the person doing the work, and shall state the conditions under which work may be resumed. Where an emergency exists, written notice shall not be required to be given by the sign administrator. Following the issuance of a stop order, the sign administrator shall initiate proceedings to revoke any permit

issued for the work covered by such stop order, consistent with subsection (c)(4) of this section, unless the cause of the stop order is resolved to the sign administrator's satisfaction.

- (4) The sign administrator is hereby granted the power and authority to revoke any and all permits authorized by this chapter for violation of the terms and provisions of this chapter.
- (d) *Appeals.* Any person wishing to appeal a decision of the sign administrator on the grounds that the decision misconstrues or wrongly interprets this chapter may appeal the same to the city council, pursuant to its rules and regulations, provided that the appealing party shall give notice of appeal in writing to the city secretary no less than ten days following the decision appealed from, and provided, further, that the appealing party shall comply with the sign administrator's decision pending appeal unless the sign administrator shall direct otherwise.

(Code 1993, § 60-4; Ord. No. 2002-12, § 2, 5-6-2002)

Sec. 34-5. - Sign permits and fees.

- (a) *Permit required.* No person shall erect, construct, or reconstruct a sign without first having secured a written permit from the city to do so, subject to the exceptions in subsection (b) of this section.
- (b) *Exceptions.*
 - (1) *Governmental/public signs.* No permit shall be required under this chapter for signs erected by the city, county, public school district, the state, or other political subdivisions thereof, the federal government, signs otherwise required by federal, state, or local laws, and signs otherwise authorized by the city as public signs.
 - (2) *Signs for civic events.* Temporary signs that provide information about and/or direct the public to a special event of civic interest, including, but not limited to, parades, organized community holiday festivities or celebrations, and special events organized by charitable or nonprofit organizations.
 - (3) *Other signs.* On-premises signs of the following descriptions; any sign listed hereunder shall be erected and maintained in a safe condition in conformity with section 34-7, all other city ordinances and building codes of the city:
 - a. Signs painted or adhered on glass surfaces, windows, or doors;
 - b. Railroad signs;
 - c. Legal notices and address numbers;
 - d. A sign not over 32 square feet in area setting forth information concerning a building or other structure under repair or construction or advertising the sale or rental of the premises so long as the building or other structure is under repair or construction or so long as the premises is for sale or rent;
 - e. Temporary signs setting forth the location of or directions to parking or buildings located on the premises, or regulating of the flow of on-premises traffic. Such directional signs may be lighted, consistent with the other requirements for electrical signs in this chapter and with the requirements of the building code;
 - f. Signs displayed, designed, or used for or upon motor vehicles;
 - g. Signs designed and used for display upon or with lighter-than-air or heavier-than-air craft; and
 - h. Garage sale signs. Such signs shall not be displayed for more than three consecutive days for each sale and shall not be placed in rights-of-way or on telephone/power/light poles. The date of the initial posting shall be displayed on all garage sale signs.
 - (4) *Political signs.* Signs permitted under section 34-7(c)(4) are not prohibited by this section.
- (c) *Application procedure.*

- (1) The application for a permit shall be submitted in such form as the sign administrator may prescribe and shall be accompanied by drawings and descriptive data to verify compliance with the provisions of this chapter. Construction permit applications for new ground signs when erected or constructed to heights exceeding six feet above ground level, or for new roof, marquee, and projecting signs when erected 20 feet above ground level, shall be accompanied by a drawing of the sign structure and the sign prepared by and certified by a professional engineer registered in the state; the sign administrator at his option may also require similar certification by a registered professional engineer where any unusual structural provisions of a proposed sign indicate such certification is necessary in the interest of public safety.
 - (2) Every application shall be executed by both the owner of the premises upon which the sign is to be constructed, or the authorized lessee of such premises, and the sign company, stating that the sign is authorized to be erected or to be thereafter maintained on the premises, and shall contain a statement of the owner or lessee and the sign company that the sign does not violate any applicable deed restrictions or other similar restrictions on the premises.
 - (3) If the location, plans, and specifications set forth in any application for permit conform to all of the requirements of this chapter and other applicable provisions of the building code and other codes, the sign administrator shall issue the permit.
- (d) *Existing signs.* All signs lawfully existing on the date of adoption of the ordinance from which this chapter is derived, must conform to the requirements of sections 34-6 and 34-7. Signs previously erected or in the process of being erected, and lawfully permitted in the city's extraterritorial jurisdiction shall be considered as existing signs under this subsection (d); provided, however, that the date of the first publication of notice for a public hearing (as required by the Local Government Code) regarding the proposed annexation of an area, shall, for the purposes of this chapter, be considered the date to determine the applicability of this chapter to any sign within the extraterritorial jurisdiction, as extended by such annexation. Any sign within such area required by any proper authority to be licensed or permitted shall not be considered to have been legally permitted for the purposes of this subsection (d) unless such license or permit has been properly issued.
 - (e) *Construction permit effectiveness; renewal permit.* Any permit for construction of a sign shall become null and void unless construction of the sign is completed within 180 days, or the permit is renewed for an additional 180 days in which case an additional fee shall be payable and the proposed sign shall meet all of the requirements of this chapter on the date of renewal.
 - (f) *Fees.* Permit fees shall be in accordance with the schedule of fees as currently established or as hereafter adopted by resolution of the city council from time to time.
 - (g) *No refund of fees.* The applicant for a permit or holder of a permit shall not be entitled to a refund of any fee paid in case the permit is revoked.
 - (h) *Electrical signs.* Any electrical sign shall conform fully to the electrical code of the city and shall receive a permit under the provisions of that code.

(Code 1993, § 60-5; Ord. No. 2002-12, § 2, 5-6-2002; Ord. No. 2012-22, §§ 4(60-5(b)), 5(60-5)(c)), 11-5-2012; Ord. No. 2013-24, § 2(60-5), 1-6-2014)

Sec. 34-6. - Sign maintenance and removal.

- (a) All signs shall be kept in good repair and, unless of galvanized or noncorroding metal or treated with appropriate wood preservative, shall be thoroughly painted as often as is necessary consistent with good maintenance. All braces, bolts, clips, supporting frame, and fastenings shall be free from deterioration, termite infestation, rot, or loosening. All signs shall be able to withstand safely at all times the wind pressures in this chapter. In case any sign is not so maintained, the sign administrator shall give written notice to the owner or lessee thereof to so maintain the sign, or to remove the sign.
- (b) Should any sign in the opinion of the sign administrator become insecure or in danger of falling or otherwise unsafe, the sign administrator shall give written notice of the condition of the sign to the person owning, leasing, or responsible for the sign. Such person so notified shall correct the unsafe

condition of the sign in a manner to be approved by the sign administrator in conformity with the provisions of this chapter.

(c) Any sign lawfully erected and maintained that has no sign face, copy, transcript, reproduction, model, likeness, image, advertisement or written material for a period of 120 consecutive days is hereby declared to be in violation of this section, and as such shall be restored to use or removed by the owner or permittee within 30 days after notice by the Sign Administrator of such violation.

(de) In case any sign shall be installed, erected, constructed, or maintained in violation of any of the terms of this chapter, the sign administrator shall give written notice to the owner, lessee, or person responsible for the sign ordering such owner, lessee, or person to alter the sign so as to comply with this chapter or to remove the sign.

(d) Any written notice to alter or to remove a sign shall be given by the sign administrator by certified mail or written notice served personally upon the owner, lessee, or person responsible for the sign, or the owner's agent. If such order is not complied with within ten days, the sign administrator shall revoke the permit and direct the owner, lessee, or person responsible therefor to remove the sign.

(Code 1993, § 60-6; Ord. No. 2002-12, § 2, 5-6-2002)

Sec. 34-7. - Miscellaneous sign provisions.

(a) *Banner signs.* A property shall be limited to one on-premises or one off-premises banner signs. All banners signs shall be considered temporary in nature, as defined in this chapter. Excluding signs as specified under section 34-5(b)(2) and (b)(3)d.

(b) *Political signs.* A sign that contains primarily a political message and that is located on private real property with the consent of the property owner is exempt from the permit requirements of this chapter. Private real property does not include real property subject to an easement or other encumbrance that allows a municipality to use the property for a public purpose; provided, however, the sign may not have a sign area greater than 36 square feet, be more than eight feet high, be illuminated or have a moving part. This subsection does not apply to a sign, including a billboard, that contains primarily a political message on a temporary basis and that is generally available for rent or purchase to carry commercial advertising or other messages that are not primarily political.

(c) *Signs on public rights-of-way.*

(1) With the exception of signs lawfully permitted or erected prior to the effective date of the ordinance from which this chapter is derived, it shall be unlawful to place a sign upon a public street, public sidewalk, public alley, public right-of-way, public curb, or other public improvement in any public street or grounds, on any public bridge or part of same, or on any public building or structure of any kind belonging to the city, or in any public place, or on any public improvement unless express consent therefor shall have first been granted by the city council. However, coin-operated devices used to display and vend newspapers may so be placed, so long as they are not placed to impede vehicular or pedestrian traffic. This subsection does not apply to public property leased for private business purposes.

(2) Subdivision identification signs erected or painted directly upon the face of lawfully existing fences or walls are permitted, provided that:

- a. The subdivision sign is facing a street which serves as an entrance to the subdivision to which such sign pertains;
- b. The subdivision sign, or any part thereof, does not extend outward more than six inches from the face of the fence or wall upon which it is mounted; and
- c. The subdivision sign, or any part thereof, does not extend above the fence or wall upon which it is mounted.

(3) Any unlawful sign found on public property, buildings, or structures belonging to the city or within a public right-of-way of a public street, public sidewalk, or public alley shall be seized and removal thereof is hereby authorized in addition to authority under chapter 20, article II. The

sign administrator, employees of the police department and the department of public works are hereby authorized to impound any signs found on public property, buildings or structures, or a public street, public sidewalk, or public alley and transport or cause the same to be transported to a location to be designated by the sign administrator for storage. Any sign impounded and stored and not redeemed by the owner thereof within 30 days may be destroyed or sold at public auction in the same manner as surplus property of the city.

- (4) During the early voting period through the end of the following election day, a maximum of two temporary political signs for each candidate, measure, or political party may be placed within the designated electioneering area of the early voting or voting polling place building's premises, which is also outside the prohibited area. The designated electioneering area is the portion of the grassy strip north of the Public Works Building, 501-B James Street, located outside the 100-foot prohibited area, and the area in Heritage Plaza, 400 Market Street, outside the designated 100-foot prohibited area. Such two signs shall each have a maximum area of four square feet but may contain the same message on both sides. Such signs must be placed in the designated electioneering area in a manner so as not to block or obscure other political signs. Such signs shall only be allowed from 7:00 a.m. on the beginning of the early voting period until 7:00 p.m. on election day, at which time the signs shall be removed by the person or organization placing them.
- a. Any unauthorized persons removing political signs otherwise permitted by this section shall be guilty of a misdemeanor and subject to a fine as provided in section 1-14
 - b. Failure to remove permitted signs in accordance with the section is a violation of this chapter subject to a fine as provided in this Code.
 - c. On election day only, each candidate may erect a single tent, canopy, or similar item encumbering or encroaching on public property in Heritage Plaza, 400 Market Street, in the designated location, located outside the 100-foot prohibited area, as decided during the drawing for location in Heritage Plaza conducted prior to the beginning of early voting.
 - d. Any signs on public property not permitted may be removed by the city. Any political signs installed prior to the authorized time, placed in a location other than the designated location delineated, or not removed within the time prescribed herein, may be removed by city personnel and discarded or destroyed.
 - e. The provisions of this subsection shall not apply to notices posted by order of the court or notices to the public as required by law to be posted in a public place.

(Code 1993, § 60-7; Ord. No. 2002-12, § 2, 5-6-2002; Ord. No. 2010-03, § 1, 3-1-2010; Ord. No. 2012-22, § 6(60-7), 11-5-2012; Ord. No. 2013-24, § 2(60-7), 1-6-2014)

Sec. 34-8. - On-premises sign provisions.

- (a) The provisions of this section apply only to on-premises signs.
- (b) On-premises signs, including ground signs, wall signs, marquee signs, projecting signs, window signs and roof signs, erected, constructed, or reconstructed after the date of adoption of the ordinance from which this chapter is derived shall comply with the requirements of this chapter.
- (c) On-premises ground signs shall be permitted as follows:
 - (1) One on-premises ground sign shall be permitted on a lot, tract, or parcel of land for each 100 feet of frontage on a public street, provided that there is a minimum separation of 100 feet between ground signs (on-premises and off-premises) located on the same lot, tract, or parcel of land, measured in a straight line from the base of each sign structure. Each lot, tract, or parcel of land shall, in any event, be entitled to at least one on-premises ground sign.
 - (2) A lot, tract, or parcel of land having frontage on more than one public street shall be entitled to one on-premises ground sign on each frontage, notwithstanding the provisions of subsection (c)(1) of this section, provided the frontage on which the sign is located measures at least 50

feet and there is a minimum separation between ground signs (on-premises and off-premises) of 100 feet, measured along the property line at the street frontage.

- (3) An integrated business development shall be permitted one on-premises ground sign for each five entities, with a maximum sign area of 300 square feet plus 50 square feet for each entity in the development identified on such sign in excess of five. Provided, further, if more than one on-premises ground sign is permitted hereby, there shall be separation between ground signs (on-premises and off-premises) of a minimum distance of 100 feet, measured in a straight line from the base of each sign structure.

- (d) On-premises signs shall comply with the visibility triangle requirements of chapter 38

(Code 1993, § 60-8; Ord. No. 2002-12, § 2, 5-6-2002; Ord. No. 2006-18, § 1, 11-20-2006; Ord. No. 2012-22, § 7(60-8), 11-5-2012)

Sec. 34-9. - Off-premises sign provisions.

- (a) The provisions of this section shall apply only to off-premises signs.
- (b) No new permits shall be issued for off-premises signs and no additional off-premises signs shall be erected except as authorized by this section. Off-premises ground signs shall be permitted upon compliance with the following standards:
 - (1) Maximum sign height shall be 12 feet measured from the highest point on the sign to the natural grade level of the ground surface in which the sign supports are placed.
 - (2) Maximum sign face area shall be 40 square feet.
 - (3) There shall be a minimum separation of 500 feet between the off-premises ground sign and any other off-premises sign, and a minimum separation of 100 feet between the off-premises sign and any on-premises ground sign. Such distance shall be measured by the shortest distance in a straight line between the two signs.
 - (4) There shall not be more than two off-premises signs per property.
 - (5) No off-premises ground sign shall be permitted within 350 feet of an intersection of public streets.
 - (6) Signs permitted under this section shall otherwise comply with all applicable requirements of this chapter.
- (c) Any off-premises sign structure lawfully erected and maintained, which has no copy, transcript, model, likeness, image, advertisement, or written material for 120 consecutive days, is hereby declared to be in violation of this section and, as such, shall be restored to use or removed by the owner or permittee within 30 days after notice by the sign administrator of such violation. Any off-premise sign for a business or entity which no longer exists or has ceased to operate for more than 120 consecutive days is hereby declared to be in violation of this section and as such shall be removed by the owner or permittee within 30 days after notice by the Sign Administrator.

(Code 1993, § 60-9; Ord. No. 2002-12, § 2, 5-6-2002; Ord. No. 2006-18, § 2, 11-20-2006; Ord. No. 2012-07, § 2, 5-7-2012; Ord. No. 2012-22, § 8(60-9), 11-5-2012)

Sec. 34-10. - Nonconforming signs.

A permanent sign lawfully erected within the city or its extraterritorial jurisdiction prior to the date of adoption of the ordinance from which this chapter is derived, which does not conform to the regulations of this chapter, shall be deemed to be a nonconforming sign which shall be allowed to continue, with normal maintenance and repair only; provided, however, a nonconforming sign may not be enlarged upon, expanded, or extended. The addition of an LED clock or time counter for informational purposes to off-premises signs shall not constitute an enlargement, expansion, or extension insofar as it is placed within the original face of the nonconforming sign and is not more than ten percent of the total sign area. It is not

the intent of this section to encourage the survival of nonconforming signs; to the contrary, nonconforming signs are discouraged and contrary to the intent and purpose of this chapter.

- (1) *Obsolescence or destruction.* A nonconforming sign shall not be enlarged, expanded, replaced, or rebuilt in case of obsolescence or total destruction by any means or cause.
- (2) *Repair or reconstruction if damaged.* In the event a nonconforming sign is damaged by any means or cause and the repair or reconstruction cost, whichever is applicable, equals or exceeds 50 percent of the cost of erecting a new sign of the same type at the same location, it must be removed or brought into compliance with this chapter.

(Code 1993, § 60-10; Ord. No. 2002-12, § 2, 5-6-2002)

Sec. 34-11. - Changeable electronic variable message signs.

- (a) Changeable electronic variable message signs (CEVMS) shall be prohibited within the corporate limits and the extraterritorial jurisdiction of the city, except that changeable electronic variable message signs shall be permitted for properties not located in the "Old Town Area" adjacent to all state rights-of-ways and for public tax-supported schools to provide public information. Changeable electronic variable message signs may be permitted on properties not adjacent to a state right-of-way upon application to and approval by the city council. No new permit shall be issued for the installation, erection, or replacement of a CEVMS, including any conversion or modification of an existing sign to a CEVMS, within the corporate limits or the extraterritorial jurisdiction of the city, except as provided herein.
- (b) CEVMS regulations.
 - (1) Images or messages shall be static in nature and shall not blink, flash, scroll or be animated in such a manner as to constitute a distraction to passing motorists.
 - (2) No image or message may be displayed for less than eight seconds.
 - (3) Message transitions shall be limited to one second.
 - (4) The brightness of any CEVMS shall not exceed 0.3 foot-candle illumination from a distance of 250 feet between sunset and sunrise, and each sign shall be fitted with a qualified light-sensing device to automatically adjust the brightness in accordance with these standards.
 - (5) All CEVMSs shall be limited to 32 square feet for a single business or use and 50 square feet for a multitenant business or use.
 - (6) All CEVMSs shall require a usage permit with annual fee. The annual fee shall be established by resolution of the city council.
 - (7) If a CEVMS is found to be operating incorrectly, it must be turned off until it is repaired and inspected by the city.
 - (8) The images displayed on the CEVMS must be directly related to the on-premises business, with the exception of messages relating to time, temperature, national news, local news, sporting events, or upcoming events for the city.
- (c) CEVMS shall only be permitted as on-premises signs.
- (d) The addition of an LED clock or time counter for informational purposes to off-premises signs shall be allowed. The LED clock or time counter shall not constitute more than ten percent of the total sign area.

(Ord. No. 2008-07, § 3, 5-19-2008; Ord. No. 2011-14, § 2, 7-26-2011)

Sec. 34-12. - Attention-getting devices.

- (a) As used in this section, attention-getting devices shall mean devices erected, placed or maintained outdoors so as to attract attention to any commercial business, or any goods, products or services available on the premises of a commercial business, including but not limited to the following

devices: cutout figures; discs; festooning, including tinsel, strings of ribbons, and pinwheels; inflatable objects, including balloons; nongovernmental flags; pennants; propellers; steam- or smoke-producing devices; streamers; whirligigs; wind devices; blinking, rotating, moving, chasing, flashing, glaring, strobe, scintillating, search, flood or spot lights; or similar devices, any of which are located or employed in connection with the conduct of a commercial business. Attention-getting devices shall not include any structure or device that is permitted under the city building code.

- (b) It shall be unlawful for any person to place, erect, maintain, or display any attention-getting device on any private or public property within the city. No attention-getting device shall be eligible for a permit under this chapter.
- (c) Enforcement of this section shall be the duty of the sign administrator.

(Ord. No. 2012-22, § 9(60-12), 11-5-2012)

Sec. 34-13. - Billboards.

- (a) No new billboards shall be permitted within the city limits or the extraterritorial jurisdiction of the city.
- (b) Existing billboards.
 - (1) Sign face replacement shall be allowed without a permit to the extent that no structural modifications are required.
 - (2) In the event a billboard is damaged by any means or cause and the repair or reconstruction cost, whichever is applicable, equals or exceeds 50 percent of the cost of erecting a new sign of the same type at the same location, it must be removed.
- (b) Any billboard lawfully erected and maintained that has no copy, transcript, reproduction, model, likeness, image, advertisement or written material for a period of 120 consecutive days is hereby declared to be a violation of this section and as such shall be restored to use or removed by the owner or permittee within 30 days after notice by the sign administrator of such violation.

(Ord. No. 2012-22, § 10(60-13), 11-5-2012)

Sec. 34-14. - Prohibited signage.

All signage listed in this section shall be prohibited within the city limits and its extraterritorial jurisdiction. All existing prohibited signage shall be removed within 120 calendar days from the effective date of the ordinance from which this chapter is derived.

- (1) Inflatable signs.
- (2) Human or living signs.
- (3) Freestanding temporary signage for non-civic events, except as otherwise exempted by this chapter.
- (4) Attention-getting devices.
- (5) Bandit signs.
- (6) Obscene signs.
- (7) Portable signs.
- (8) Any sign not specifically mentioned in this chapter is prohibited unless approved by city council.

(Ord. No. 2012-22, § 11(60-14), 11-5-2012)

ARTICLE II. - DESIGN AND STRUCTURAL REQUIREMENTS

Sec. 34-41. - Design.

All signs and sign structures shall be designed and constructed to resist wind forces as follows:

Wind Load Pressures in Pounds per Square Foot for All Signs

Height above ground* (feet)	Pressure (pounds/feet)
0—5	0
6—30	20
31—50	25
51—99	35

*Measured above the average level of the ground adjacent to the structure.

(Code 1993, § 60-26; Ord. No. 2002-12, § 2, 5-6-2002)

Sec. 34-42. - Construction.

The supports for all signs or sign structures shall be placed in or upon private property and shall be securely built, constructed, and erected in conformance with the requirements of the city building code.

(Code 1993, § 60-27; Ord. No. 2002-12, § 2, 5-6-2002)

Sec. 34-43. - Electrical requirements.

All electrical fixtures, equipment, and appurtenances installed in conjunction with a sign shall be designed and installed in accordance with the city building code.

(Code 1993, § 60-28; Ord. No. 2002-12, § 2, 5-6-2002)

Sec. 34-44. - Height limitations.

- (a) No on-premises ground sign shall be established, constructed, or erected which exceeds an overall height of 42 feet including cutouts extending above the rectangular border, measured from the highest point on the sign to the natural grade level of the ground surface in which the sign supports are placed.
- (b) Roof, wall, projecting and marquee signs shall not at any point exceed eight feet above the roof level.
- (c) No off-premises sign shall be established, constructed, or erected which exceeds an overall height of 12 feet measured from the highest point on the sign to the natural grade level of the ground surface.

(Code 1993, § 60-30; Ord. No. 2002-12, § 2, 5-6-2002; Ord. No. 2012-22, § 12(60-29), 11-5-2012)

Sec. 34-45. - Size limitation.

- (a) No on-premises wall sign shall be established which has a face area exceeding 300 square feet per building face.
- (b) No CEVMS shall be established which has a face area exceeding 32 square feet for a single-business or use and 50 square feet for a multitenant business or use.
- (c) All on-premises window signs shall maintain, at minimum, 50 percent transparency overall, unless otherwise noted in this chapter.
- (d) No off-premises sign shall be established, constructed, or erected which has a face area exceeding 40 square feet, including cutouts, but excluding uprights.

(Code 1993, § 60-30; Ord. No. 2002-12, § 2, 5-6-2002; Ord. No. 2012-22, § 13(60-30), 11-5-2012)

Sec. 34-46. - Method of determining area of sign.

In determining the area of any sign, the dimensions of the rectangle enclosing the signboard, excluding the supporting structure, shall be used. If the sign includes cutouts or facings extending beyond the dimensions of the rectangular signboard, the measurement of the sign area shall include the actual area of the cutout or extended facings. For signs of a double-faced, back-to-back, or V-type nature, each face shall be considered a separate sign in computing the face area.

(Code 1993, § 60-31; Ord. No. 2002-12, § 2, 5-6-2002)

Sec. 34-47. - Clearances.

Signs shall be located at a minimum distance of six feet measured horizontally and 12 feet measured vertically from overhead electric conductors which are energized in excess of 750 volts.

(Code 1993, § 60-32; Ord. No. 2002-12, § 2, 5-6-2002)

Sec. 34-48. - Wayfinding signs.

- (a) On-premises wayfinding signs shall have a maximum sign face area of 12 square feet.
- (b) Off-premises wayfinding signs shall have a maximum sign face area of 40 square feet.
- (c) Wayfinding signage shall include only arrows, directions, and references to specific destinations or geographical areas.
- (d) A wayfinding guide sign plan shall be submitted to the sign administrator at the time of permitting. The plan shall include:
 - (1) Sign detail with dimensions, colors and font size for each sign.
 - (2) Mounting height, type and location of mount.
 - (3) Distance to any existing adjacent traffic control devices, driveways or other physical roadway features.

(Ord. No. 2012-22, §§ 14(60-33), 15(60-33), 11-5-2012)

Sec. 34-49. - Flags and flag signs.

- (a) No more than three freestanding flagpoles may be allowed at any time on the premises, as defined and determined by the city. Federal, state, or local government flags, emblems and/or historical markers and any flags or insignia of a religious, charitable, fraternal, academic, or civic organization may be allowed.
- (b) A maximum of one corporate flag and flagpole may be permitted if erected in conjunction with at least one flagpole and flag consistent with subsection (a) of this section.
- (c) Official flags shall be flown in a manner that meets U.S. Congressional protocol. Failure to display flags in this manner shall be a violation of this section. All flags shall be kept in good repair.

- (d) Flags may be permitted in all zoning districts.
- (e) Design and lighting of the U.S. flag shall be consistent with the federal flag code, 36 USC 173-8 as amended.
- (f) Flagpoles shall be black, brown, dark green, white, silver, or bronze in color.
- (g) Lighting may be allowed, but shall not direct glare onto any building on any other property.
- (h) Pole heights, flag sizes, minimum distances, and setbacks.
 - (1) No side of any flag on a pole 35 feet or less in height shall be greater than six feet in length.
 - (2) Flags on poles over 35 feet in height may have a flag with a length of not more than 25 percent of the height of the pole.
 - (3) No flagpole shall exceed 50 feet in height.
 - (4) A minimum distance of six feet shall be maintained between flagpoles. All flags shall maintain a minimum setback of eight feet from all overhead power lines or easements and six feet from a property line.
- (i) Encroachments.
 - (1) No flag may be erected within a utility easement.
 - (2) Neither the flag, flagpole, nor other support structure may extend over a right-of-way.
 - (3) Neither the flag, flagpole, nor any other support structure may extend over an adjoining property line.

(Ord. No. 2012-22, § 16(60-34), 11-5-2012)

Regular City Council Agenda Item Data Sheet

Meeting Date: October 20, 2014

Topic:

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 Pending Litigation and Attorney-Client Matters that the Duty of the Attorney Requires be Held in Closed Session

Background:**Origination:**

City Manager

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: October 20, 2014

Topic:

Consideration and Possible Action regarding a Development Agreement with NewQuest Properties, 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 and the Grand Parkway

Background:**Origination:**

New Quest and Harris County Municipal Utility District No. 273

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

Meeting Date: October 20, 2014

Data Sheet

Topic:

Consideration and Possible Action regarding a Strategic Partnership Agreement with NewQuest Properties, 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 and the Grand Parkway

Background:

Origination:

New Quest and Harris County Municipal Utility District No. 273

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	