

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



MONDAY, JUNE 16, 2014

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, June 16, 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 Scott Knight, The Pointe Fellowship Church

3.0 Pledges to U.S. and Texas Flags

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

5.0 Reports and Announcements

- **Tomball City Pool - 2014 Swim Season - Jerry Matheson Park Pool** opened May 24, 2014 and will close on September 1, 2014. May 24-June 6, 2014, the pool will be open only during weekends. The pool will be closed every Monday during swim season 2014, except Memorial Day and Labor Day. June 6-August 24, 2014 will be regular weekly days and hours. After August 24, 2014, the pool will open weekends only until September 1, 2014.
- June 9-July 28, 2014 - **TOMBALL KID'S CLUB** - *Every Monday and Thursday, 11:00 a.m.-1:00 p.m., at MLK Community Park, 403 W. Chestnut*
- June 14, 2014 - **2nd Saturday at the Depot** - 6:30 p.m.
- June 26, 2014 – **6th Annual Economic Outlook Luncheon – “Celebrating 20 Years of Community Development”** – sponsored by the **Tomball Economic Development Corporation** at **Lone Star College-Tomball** – 11:30 a.m.-1:30 p.m.
- July 4, 2014 – **July 4th Celebration and Street Party –5:00 p.m.-10:30 p.m.**
- August 30, 2014 –**Texas Music Festival** – 12:00 Noon-6:00 p.m.
- September 27, 2014 – **4th Annual Bugs, Brew & Barbeque Festival** – 12:00 Noon-6:00 p.m.
- October 25, 2014 – **3rd Annual Tomball Bluegrass Festival** – 12:00 Noon-6:00 p.m.
- **Walk Tomball!** – Every Saturday at 8:00 a.m. at the Depot
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Glenn Windsor - Update re Hotel/Motel Audit Process

6.0 Approve the Minutes of the June 2, 2014 Regular City Council Meeting

7.0 Old Business:

- 7.1 Adopt, on Second Reading, Ordinance No. 2014-14, an Ordinance of the City of Tomball Texas Renumbering Certain Provisions of the Charter of the City Following Amendments thereto Pursuant to the Authority Contained Therein; Making Certain Findings; and Providing for Severability

8.0 New Business:

- 8.1 Appoint Two Associate Municipal Court Prosecutors for the Tomball Municipal Court, with Terms Beginning July 1, 2014 and Expiring December 31, 2014.
- 8.2 Approve Request from Tomball Pregnancy Center and Salem Lutheran School for City Support of the 2nd Annual "New Life" 5K and Kid's Walk Fundraiser, to be held on Saturday, September 13, 2014, through In-Kind Services Provided by the City of Tomball
- 8.3 Approve Request from Woodforest Bank for City Support of the 6th Annual 5K Tomball Dash, a Certified Run, to be held in Tomball on Saturday,

November 8, 2014, through In-Kind Services Provided by the City of Tomball

- 8.4 Approve Request from City of Tomball Human Resources Department for City Support of the 2nd Annual “Sherine’s Stride” 5K Run and 1-Mile Kids Run for Breast Cancer Awareness, to be held on Saturday, October 11, 2014, through In-Kind Services Provided by the City of Tomball
- 8.5 Approve Resolution No. 2014-16, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 42nd Annual Tomball Night and Parade, to be held in Tomball on Friday, August 1, 2014
- 8.6 Approve Resolution No. 2014-14, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Dates, Times, and Places for Two Public Hearings at Which All Interested Parties Shall Have an Opportunity to be Heard; Providing for Publication of Notices of Such Public Hearings; and Directing Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed (70.36 Acres of Land Location on FM 2978 [Hufsmith-Kohrville Road], North of Spell Road)
- 8.7 Award Contract for Project #2014-05, Purchase of Gasoline and Diesel Fuel, to Sun Coast Resources, Inc.
- 8.8 Approve **FIRST PRESBYTERIAN CHURCH OF TOMBALL**; A Subdivision of 2.7578 acres of land situated in the Joseph House Survey, Abstract No. 34, City of Tomball, Harris County, Texas; Being a Replat of Unrestricted Tract “B” and Lots 13, 14, 15, and 16, Block 3, Replat Revision 1, 9-29-78, Tomball Hills Addition, Volume 279, Page 111, M.R.H.C., 1 Lot, 1 Block.
 - Conduct a Public Hearing regarding **FIRST PRESBYTERIAN CHURCH OF TOMBALL**
- 8.9 Approve Project Utility Adjustment Agreement Addendum with TxDOT and Zachry Odebrecht Parkway Builders, LLC. and Authorize City Manager to Execute Agreement
- 8.10 Adopt on First Reading, Ordinance No. 2014-15, an Ordinance of the City of Tomball, Texas, Amending the "2009 Major Thoroughfare Plan" for the City of Tomball, Texas; Making Certain Findings; and Providing for Severability
- 8.11 Approve Proposed Amendments to Administrative Policy No. 32, entitled *"Pay and Training Policy for Volunteer Fire Fighters"*, Revising the Pay and Training Policy for Tomball Volunteer Firefighters
- 8.12 Approve Interlocal Agreement between the City of Tomball and the Tomball

Independent School District (TISD), affording the Tomball Police Department the Ability to Assign Four (4) Student Resource Officers (SROs) to TISD Campuses.

- 8.13 Approve Interlocal Agreement between the City of Tomball and the Tomball Independent School District, Affording the Tomball Police Department the Ability to Provide Police Services on a Contractual Basis for Specialized Events Occurring Before, During and After the Normal Campus Hours.

9.0 Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 12th day of June 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: June 16, 2014

Topic:

- Led by Pastor Scott Knight, The Pointe Fellowship 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: June 16, 2014

Topic:

- **Tomball City Pool - 2014 Swim Season - Jerry Matheson Park Pool** opened May 24, 2014 and will close on September 1, 2014. May 24-June 6, 2014, the pool will be open only during weekends. The pool will be closed every Monday during swim season 2014, except Memorial Day and Labor Day. June 6-August 24, 2014 will be regular weekly days and hours. After August 24, 2014, the pool will open weekends only until September 1, 2014.
- June 9-July 28, 2014 - **TOMBALL KID'S CLUB** - Every Monday and Thursday, 11:00 a.m.-1:00 p.m., at **MLK Community Park**, 403 W. Chestnut
- June 14, 2014 - **2nd Saturday at the Depot** - 6:30 p.m.
- June 26, 2014 – **6th Annual Economic Outlook Luncheon – “Celebrating 20 Years of Community Development”** – sponsored by the **Tomball Economic Development Corporation** at **Lone Star College-Tomball** – 11:30 a.m.-1:30 p.m.
- July 4, 2014 – **July 4th Celebration and Street Party –5:00 p.m.-10:30 p.m.**
- August 30, 2014 –**Texas Music Festival** – 12:00 Noon-6:00 p.m.
- September 27, 2014 – **4th Annual Bugs, Brew & Barbeque Festival** – 12:00 Noon-6:00 p.m.
- October 25, 2014 – **3rd Annual Tomball Bluegrass Festival** – 12:00 Noon-6:00 p.m.
- **Walk Tomball!** – Every Saturday at 8:00 a.m. at the Depot
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Glenn Windsor - Update re Hotel/Motel Audit Process

Background:

Origination:

Various

Recommendation:

N/A

Funding:

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

Doris Speer, City Secretary

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

ATTACHMENTS:

Tomball City Pool - 2014 Swim Season

Tomball Kid's Club

Bugs Brew & Barbecue Festival - September 27, 2014

June 26, 2014 – 6th Annual Economic Outlook Luncheon



TOMBALL CITY POOL—2014 Swim Season

Jerry Matheson Park, 1240 Ulrich St. Tomball, Texas

SWIM LESSONS Summer 2014

YMCA Aquatics is about water safety, skill development and fun for everyone! Our programs are about more than just the techniques and skills; they are about building friendships, developing self-esteem and creating positive experiences that will last a lifetime.

TUESDAY THRU FRIDAY SESSIONS

Session 1: June 10-20
Session 2: June 24– July 4
Session 3: July 8-18
Session 4: July 22-August 1
Session 5: August 5-15

CLASS TIMES:

8:30 am: Preschool, Youth
9:15 am: Preschool, Youth
5:30 pm: Preschool, Youth
6:15 pm: Preschool, Youth

FEES:

\$55 Facility Members / \$80 Program Members

All swim classes are held at the Tomball City Pool, 1240 Ulrich Street

Pool Hours

MANAGED BY THE MAGNOLIA TOMBALL FAMILY YMCA

The pool will open May 24, 2014 and close on September 1, 2014. The pool will be closed every Monday during swim season 2014 except Memorial Day and Labor Day. May 24, 2014 the pool will be open only during weekends until June 6, 2014. June 6—August 24, 2014 will be regular weekly days and hours. After August 24, 2014 the pool will open weekends only until September 1, 2014.

DAILY FEES:

CHILDREN (AGE 12 & UNDER) \$2
ADULTS (AGE 13 & UP) \$4

SUMMER PASSES:

CHILDREN (AGE 12 & UNDER) \$50
ADULTS (AGE 13 & UP) \$100
FAMILY OF 4 OR MORE \$200

City of Tomball residents receive 1/2 off the above prices with a valid City of Tomball water bill. Season passes will be issued once residency is verified.

Questions may be directed to City of Tomball Public Works Department at 281-290-1400. Located at 501 James St., Tomball.

For registration information, please call the Y at 281-356-4077.

For aquatics program information, please email

MAGNOLIA/TOMBALL FAMILY YMCA
36725 FM 1774 Magnolia, TX 77355
281.356.4077



Tomball Kid's Club



Hosted by



Redeemer Church

tomball
BIBLE CHURCH

Partnership with

Buffalo Wild Wings, Cisco Salsa Company & Salem Lutheran

June 9th - July 28th

Every Monday & Thursday

11am-1pm

**MLK Community Park, Tomball
(403 S. Chestnut)**

<u>Date</u>	<u>Activity</u>	<u>Presenter</u>
Monday, June 9th Thursday, June 12th	HLSR Special Event Team Water fun Park	HEB Cisco's Salsa Company
Monday, June 16th Thursday, June 19 th	Tomball Fire Department Lowes—building kits	HEB Buffalo Wild Wings
Monday, June 23rd Thursday, June 26th	NWEMS Water fun Park	HEB Cisco's Salsa Company
Monday, June 30th Thursday, July 3rd	Mi Pottery Salem Ministries Fun Day	HEB Buffalo Wild Wings
Monday, July 7th Thursday, July 10th	First Aid & Summer Kits Water fun Park	HEB Cisco's Salsa Company
Monday, July 14th Thursday, July 17th	Live Reptiles Tomball Police Dept.	HEB Buffalo Wild Wings
Monday, July 21st Thursday, July 24th	Tomball Soo Bahk Do Water fun Park	HEB Cisco's Salsa company
Monday, July 28th	End of Program Party	HEB, Buffalo Wild Wings & Cisco's Salsa Company

TOMBALL, TEXAS

SEPTEMBER 27TH

2014

9A.M. - 6P.M.



BUGS, BREW AND BARBECUE

Classic VWs, Texas Craft Beer, Barbecue & Bands

JOIN THE
Tomball Economic Development Corporation
FOR THE
5TH ANNUAL ECONOMIC OUTLOOK LUNCHEON

Celebrating
20
YEARS
OF
Community Development
JUNE 26, 2014
11:30 A.M. – 1:30 P.M.
Lone Star College – Tomball
Beckendorf Conference Center

SAVE THE DATE

FEATURED SPEAKER:

Patrick Jankowski

CCR, Vice President Research
Greater Houston Partnership

LONE STAR  COLLEGE
TOMBALL

TOMBALL
20 YEARS

ECONOMIC DEVELOPMENT CORPORATION

29201 Quinn Rd., Suite B • Tomball, Texas 77377
281.401.4086 • 888.401.7322 • tomballtxedc.org

Regular City Council Agenda Item Data Sheet

Meeting Date: June 16, 2014

Topic:

Approve the Minutes of the June 2, 2014 Regular City Council Meeting

Background:**Origination:**

City Secretary

Recommendation:

N/A

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

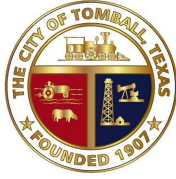
Doris Speer, City Secretary

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

ATTACHMENTS:

Draft Minutes -June 2, 2014 Regular City Council Meeting

MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**MONDAY, JUNE 2, 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 were:

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 B. Smith
Fire Chief – Randy Parr
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Community Development Director – Craig Meyers
City Engineer – Lori Lakatos
Community Events Coordinator – Rosalie Dillon
NWEMS Director – Brian Bayani

- 2.0 The invocation was led by Brother James Roberson, Hufsmith Church of Christ.
- 3.0 The pledges to the U. S. and Texas Flags were led by Randy Parr and Brian Bayani.

4.0 The following public comments were received.

Rick Brown 24102 Doverwick Dr., 77375	-	Expressed his support for an analysis for a possible City-operated ambulance service.
Marcia Swinehart 31118 Antonia Lane, 77375	-	Expressed her support for an analysis for a possible City-operated ambulance service.
Tina Roquemore 614 N. Hickory, 77375	-	Expressed her desire to be reappointed to the Board of Adjustments.
Kelly Violette, Exec. Dir.-TEDC 29201 Quinn, 77375	-	Expressed the TEDC board's request regarding appointments to the TEDC board of directors.

5.0 Reports and Announcements:

- May 24, 2014 – ***Tomball City Pool - 2014 Swim Season - Jerry Matheson Park Pool*** opened May 24, 2014 and will close on September 1, 2014. May 24-June 6, 2014, the pool will be open only during weekends. The pool will be closed every Monday during swim season 2014, except Memorial Day and Labor Day. June 6-August 24, 2014 will be regular weekly days and hours. After August 24, 2014, the pool will open weekends only until September 1, 2014.
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- June 14, 2014 - ***2nd Saturday at the Depot - 6:30 p.m.***
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- August 30, 2014 –***Texas Music Festival***
- September 27, 2014 – ***4th Annual Bugs, Brew & Barbeque Festival***
- October 25, 2014 – ***3rd Annual Tomball Bluegrass Festival***
- ***Walk Tomball!*** – Every Saturday at 8:00 a.m. at the Depot
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Mike Baxter presented a report regarding the success of the ***3rd Annual Memorial Day Weekend Chili Challenge***

6.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of the May 19, 2014 Regular City Council Meeting.

Motion carried unanimously.

7.0 Old Business:

- 7.1 Motion was made by Councilman Stoll, second by Councilman Hudgens, to adopt on Second Reading, Ordinance No. 2014-12, an Ordinance of the City of Tomball, Texas, adopting the City's Land Use Assumptions and Capital Improvements Plan; Containing Other Provisions Relating to the Subject; and Providing for Severability. 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.

8.0 New Business:

- 8.1 Motion was made by Councilman Hudgens, second by Councilman Townsend, to approve an Analysis of City-Operated Ambulance Service by City Staff, as Requested by Emergency Services District #8 and NWEMS.

Motion carried unanimously.

- 8.2 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the request by The Woodlands Church Tomball Campus to block off the Depot Area for the 1st "My Day" Children's Program, to be held on Wednesday, June 18, 2014, and for In-Kind Services.

Motion carried unanimously.

- 8.3 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to approve Resolution No. 2014-13, a Resolution of the City Council of the City of Tomball, Texas, Approving Request by Iglesia de Dios Taller del Alfarero (Church of God Potter's House) for City Support/Co-Sponsorship to Conduct a Prayer March/Walk on FM 2920/Main Street on Saturday, July 26, 2014 from 9:00 a.m. to 12:00 p.m.

Motion carried unanimously.

- 8.4 Motion was made by Councilman Stoll, second by Councilman Degges, to reappoint John Ford as a Regular member, appoint April Gray as a Regular member, reappoint Christine Roquemore as Alternate 1, and appoint Michelle Beauvais as Alternate 3 to the City of Tomball Board of Adjustments.

Motion carried unanimously.

- 8.5 Motion was made by Councilman Townsend, second by Councilman Stoll, to reappoint Vincent O'Donnell, Bill Sumner, Jr., Richard Bruce, and Lori Klein Quinn to the Tomball Economic Development Corporation.

Motion carried unanimously.

- 8.6 The City Council received the Tomball Economic Development Corporation (TEDC) 2013-2014 Annual Report.

No action taken.

- 8.7 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Tomball Economic Development Corporation (TEDC) 2014-2015 Strategic Work Plan.

Motion carried unanimously.

- 8.8 Motion was made by Councilman Townsend, second by Councilman Hudgens, to approve, as a Project of the Corporation, an agreement with Grimes Industrial, Inc. to make direct incentives to, or expenditures for, the promotion of new or expanded business development to wit: Grimes Industrial Inc., relocation and development of its Corporate Headquarters to be located at 959 East Main Street, Tomball, Texas. The estimated amount of expenditures for such project is \$69,000.00.

Motion carried unanimously.

- 8.9 Motion was made by Councilman Stoll, second by Councilman Hudgens, to approve the Replacement of a Fire Department SUV Command Vehicle.

Motion carried unanimously.

- 8.10 Motion was made by Councilman Stoll, second by Councilman Hudgens, to approve Resolution No. 2014-11, a Resolution of the City Council of the City of Tomball, Texas Setting a Public Hearing on July 21, 2014 at 6:00 P.M., to Discuss and Review the Adoption of Impact Fees.

Motion carried unanimously.

- 8.11 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to approve Resolution No. 2014-12, a Resolution of the City Council of the City of Tomball, Texas Adopting the Stormwater Management Program (SWMP)

Necessary to Obtain a Texas Pollutant Discharge Elimination System Permit
Authorizing the City Manager to Execute the Notice of Intent.

Motion carried unanimously.

- 8.12 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve **1603 HICKS SUBDIVISION**; Being a Subdivision of 2.6409 acres of land situated in the Joseph House Survey, Abstract Number 34 of Harris County, Texas, and being a Replat of Lot 3 of Amending Plat of 249 at Hufsmith Subdivision, a Subdivision according to the map or plat thereof recorded in Clerk's File Number 509116, of the Map Records of Harris County, Texas, and being the same land as described in deed recorded under Clerk's File Number Y068948, of Real Property Records of Harris County Texas.

Motion carried unanimously.

- 8.13 Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2014-14 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Stoll, second by Councilman Townsend, to adopt, on First Reading, Ordinance No. 2014-14, an Ordinance of the City of Tomball Texas Renumbering Certain Provisions of the Charter of the City Following Amendments thereto Pursuant to the Authority Contained Therein; Making Certain Findings; and Providing for Severability. 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.

- 8.14 The City Council recessed at 6:36 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:
- Sec. 551.072 – Deliberations Regarding Real Property

Upon reconvening into Regular Session at 7:52 p.m., no action was taken.

9.0 Motion was made by Councilman Townsend, second by Councilman Stoll, 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: June 16, 2014

Topic:

Adopt, on Second Reading, Ordinance No. 2014-14, an Ordinance of the City of Tomball Texas Renumbering Certain Provisions of the Charter of the City Following Amendments thereto Pursuant to the Authority Contained Therein; Making Certain Findings; and Providing for Severability

Background:

Proposed Charter Amendment No. 5, which was approved by the voters on May 10, 2014, states:

“SECTION 1.10 - RENUMBERING OF CHARTER

Subsequent to the Charter amendment election of May 10, 2014, the Council shall by ordinance authorize the general editing of this Charter to renumber and rearrange as necessary all articles, sections, and subsections therein, or amendments thereto.”

Ordinance No. 2014-14 provides for the renumbering and rearranging of sections in Article 1, Article VI, Article VII, and Article VIII affected by results of the May 10, 2014 election.

Upon passage of Ordinance No. 2014-14, the Charter will be prepared for printing and recording with the required agencies and posting on the City's website. Copies of the Charter will be available, free of charge, for the citizens of Tomball at City Hall.

Origination:

Doris Speer, City Secretary

Recommendation:

Adopt Ordinance No. 2014-14 on Second Reading.

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

Doris Speer, City Secretary

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

ATTACHMENTS:

Ordinance No. 2014-14

ORDINANCE NO. 2014-14

**AN ORDINANCE OF THE CITY OF TOMBALL TEXAS
RENUMBERING CERTAIN PROVISIONS OF THE CHARTER OF THE
CITY FOLLOWING AMENDMENTS THERETO PURSUANT TO THE
AUTHORITY CONTAINED THEREIN; MAKING CERTAIN FINDINGS;
AND PROVIDING FOR SEVERABILITY.**

* * * * *

WHEREAS, at an election held on the 10th day of May, 2014, amendments to the Charter of the City of Tomball were approved by the citizens voting in such election; and

WHEREAS, one of the amendments to the Charter approved by the voters was section 1.10, Renumbering of Charter, of Article I, Introductory Provisions, which required the City Council to adopt an ordinance for the renumbering or rearranging the articles, sections and subsections of the Charter as a result of the approved amendments; and

WHEREAS, the City Council, desires to renumber and rearrange the articles, sections, and subsections of the Charter as a result of the approved amendments as set forth below; 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. Article I, Introductory Provisions, of the Charter of the City of Tomball is hereby amended by renumbering Section 1.08, Gender of Wording, to become Section 1.05, Gender of Wording, and new Section 1.10, Renumbering of Charter, to become Section 1.06, Renumbering of Charter.

Section 3. Section 6.02, Number, Selection, and Term, of Article VI, The Tomball City Council, is hereby amended to renumber Subsection E to become Subsection D.

Section 4. Subsection C, Duties of City Manager, of Section 7.01, City Manager, of Article VII, Administrative Services, is hereby amended to renumber subsection (7) to become subsection (6).

Section 5. Article VII, Administrative Services, is further amended by renumbering Section 7.07, City Fire Department, to become Section 7.06, City Fire Department, Section 7.08, City Attorney, to become Section 7.07, City Attorney, Section 7.09, Municipal Court, to become Section 7.08, Municipal Court, Section 7.10, Health Department to become Section 7.09, Health Department, Section 7.11, Department of Public Works, to become Section 7.10, Department of Public Works, and Section 7.12, City Building Official and Inspectors, to become Section 7.11, Department of Community Development.

Section 6. Subsection C, of Section 8.21, Tax Liens, of Article VII, Municipal Finance, is hereby renumbered to become Subsection B.

Section 7. 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 10. This Ordinance shall become effective fourteen days after the final reading and adoption of this Ordinance when the caption hereof is caused to be published once in the official newspaper of the City, by the City Secretary, as required by law. The City Secretary is directed to publish the caption of this Ordinance in the City's official newspaper within 14 days after the passage of the ordinance.

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 2ND DAY OF JUNE 2014.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGS	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN KLEIN QUINN	<u>AYE</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 16TH DAY OF JUNE 2014.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Regular City Council

Agenda Item

Data Sheet

Meeting Date: June 16, 2014

Topic:

Appoint Two Associate Municipal Court Prosecutors for the Tomball Municipal Court, with Terms Beginning July 1, 2014 and Expiring December 31, 2014.

Background:

Since 2010, the Municipal Court has operated with a system comprised of a Presiding Municipal Court Judge and three Associate Municipal Court Judges. This has proven highly effective in providing continuous coverage for the City's dockets and jail magistration requirements.

With the legislative changes in juvenile case management, the recently approved tobacco awareness classes, and anticipated additional dockets in the coming year, City staff wishes to initiate a similar system for the prosecutorial portion of the Municipal Court, which would include the appointment of up to three Associate Prosecutors, mirroring our current judicial system.

Council approved the appointment of Jo Ann Linzer as Chief Prosecutor and City staff and Ms. Linzer have conducted interviews with applicants for two Associate Prosecutor positions. Based on input from Chief Prosecutor Linzer, Maria Morris, the Court Administrator, and myself, I would like to recommend the appointment of Grant Stevens and Matthew Goehring as Associate Prosecutors.

Mr. Stevens has extensive experience prosecuting cases and Mr. Goehring, as a new attorney, has had experience in prosecuting several cases. Additionally, each gentleman has experience in transitioning to a "paper-light" system and their philosophy regarding prosecution meshes well with the direction anticipated for our Municipal Court.

The City has issued the required 30-day notice of termination to our current contract firm and the contract will expire on June 30, 2014. The contracts for the Associate Prosecutors will expire on December 31, 2014, with a proposed renewal for a two-year period upon Council approval.

Improving the prosecutorial area of the Municipal Court will support the City's strategic plan in the focus area of community basics by improving the Court's ability to meet current and future needs in maintaining effective and timely service to the public.

Resumes for each gentleman are attached for Council review.

Origination:

Municipal Court

Recommendation:

Appoint Grant Stevens and Matthew Goehring as Associate Municipal Court Prosecutors

Funding: Yes

Account Number: 100-122-6303

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

Doris Speer, City Secretary

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

ATTACHMENTS:

Qualifications - Grant Stevens

Qualifications - Matthew Goehring

Grant Stevens

Objective	Prosecutorial position in a local municipality
Summary	Attorney licensed in the State of Texas since May 6, 1994. Owned and Operated a General Solo practice in Montgomery County, Texas since 1999. Handle a variety of cases including Civil and Criminal. High litigation volume. Skills include: analyzing fact situations, determining best course of action, preparing cases for trial, strategy, selecting a jury, negotiating, interpreting law, brief writing, interacting with clients, judges and court staff.
Education	1989-1993 University of Houston, Law Center, Houston, Texas Doctor of Jurisprudence 1982-1986 Lamar University, Beaumont, Texas Bachelor of Science in Communication
Professional	General Solo Practice 1999-Present Civil Cases include: construction, contract disputes, liens, collections, mediations, family and probate. Criminal cases include: misdemeanors, felonies, appeals and juvenile. Montgomery County District Attorney's Office 1997-1999 Assistant District Attorney. Prosecuted felony cases. Handled large case loads and managed staff. Montgomery County Attorney's Office 1995-1997 Assistant County Attorney. Prosecuted misdemeanor cases. Liberty County Attorney's Office 1993-1994 Assistant County Attorney. Prosecuted misdemeanor cases. TRW 1986-1992 Account Manager. Sales and service for credit bureau reports. Clients included banks, car dealers, retailers and hospitals

**Professional
Memberships**

State Bar of Texas, 1994-Present

Montgomery County Bar Association, Board of Directors 2013-2014, member 1999-Present

Texas Criminal Defense Lawyer's Association, 1999-Present

Montgomery County Criminal Defense Bar, 1999-Present

Texas District and County Attorney's Association 1995-1999

**Volunteer
Position**

Bible Study Fellowship 2000-2012

Substitute Teaching Leader (3 years)

Discussion Leader (5 years)

Wildwood Christian Academy, Board of Directors 2011-2014

References

Furnished on request

Matthew Goehring

27 Clingstone Place
The Woodlands, TX
(281) 795-0157

Education

Texas Wesleyan School of Law

Fort Worth, Texas

Juris Doctor

- Highest grades in Criminal Law courses
 - o Federal Criminal Procedure: B
 - o Texas Criminal Procedure: A
 - o Texas Death Penalty Litigation: A
 - o Post Conviction Actual Innocence Claims: B+
 - o Evidence: B

Sam Houston State University

Huntsville, Texas

Bachelor of Science in Criminal Justice, *magna cum laude*, May 2010

Honors/Activities: Golden Key International Honor Society
Sergeant At arms for the Delta Chi Chapter of Lambda Alpha Epsilon
Dean's List – Fall 2006, Spring/Fall 2007, Spring/Fall 2008,
Spring/Fall 2009, Spring 2010
Nominated for the 2009 Outstanding Service Sammy Award

License

Texas State Bar License 24081697

Legal Experience

Joseph Labella and Associates

Conroe, Texas

Attorney

May 2014 through present

- Assist attorneys with pretrial preparation
- Represent clients in various criminal hearings
- Review and summarize evidence
- Research legal issues in client matters
- Prepare legal documents for clients and attorneys

Wise County District Attorney's Office

Decatur, Texas

Intern

July 2011 through June 2013

- Assisted attorneys with legal research
- Prepared cases for trial
- Reviewed, prepared, and presented felony cases to grand jury
- Interviewed witnesses and victims
- Argued Motion to Adjudicate before the 271st District Court
- Presented pleas to the court

Orgain, Bell & Tucker LLP

File Clerk

The Woodlands, Texas
Summer 2007, Summer 2008

- Created and maintained records according to the firm's policies
- Edited and updated firm's record database daily
- Organized firm's materials into the necessary files according to lawyer's requests
- Helped senior partner receive and record evidence

Montgomery County District Attorney's Office

Intern

Conroe, Texas
Summer 2005

- Summer internship in District Attorney Michael McDougal's office
- Internship was awarded through The Woodlands High School
- Assisted the District Attorney with filing, organized paperwork for court cases, and observed courtroom sessions

Work Experience**Texas Wesleyan School of Law Bookstore**

Associate

Fort Worth, Texas
May 2011 to May 2013

- Assist students with finding and purchasing textbooks for class.
- Assist manager with stocking shelves and receiving textbook orders

Kroger

Associate

The Woodlands, Texas
February 2004 to August 2006

- Progressed through numerous positions of increasing responsibility, including Sacker, Checker, Dairy Assistant, USCAN Operator, Customer Service Assistant, Starbucks Barista

Skills

Proficient in using Lexis, Westlaw, Windows, and Microsoft Word

Interests include traveling, reading crime and mystery novels, spending time with friends and family, fishing, and hunting.

Regular City Council Agenda Item Data Sheet

Meeting Date: June 16, 2014

Topic:

Approve Request from Tomball Pregnancy Center and Salem Lutheran School for City Support of the 2nd Annual "New Life" 5K and Kid's Walk Fundraiser, to be held on Saturday, September 13, 2014, through In-Kind Services Provided by the City of Tomball

Background:

Tomball Pregnancy Center is requesting Council approval to provide City support for its 2nd Annual "New Life" 5K and Kid's walk. This year, Tomball Pregnancy Center is joining with Salem Lutheran School and anticipates 300-500 runners/walkers to participate.

The route will follow the City's certified 5K course. The event is designed to raise funds that will be used to help pay for staff, administrative costs, and additional education programs for clients in need.

The Pregnancy Center requests the same support from the Tomball Police, Fire and Public Works departments approved by City Council for other events. The anticipated costs are \$3,000.

Origination:

Tomball Pregnancy Center and Salem Lutheran School

Recommendation:

N/A

Funding:

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

Rosalie Dillon, Community Events Coordinator

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

ATTACHMENTS:

Tomball Pregnancy Center Request

Council Agenda Sheet

Topic: Consider request for In-Kind Services for the Tomball Pregnancy Center to hold their 2nd Annual New Life 5K Run & Walk on Saturday September 13th at the Depot.

Background: TPC would use our City's certified 5K course as they did last year – they will have Insurance with City of Tomball named Additional Insured for the Run date.

Organization: Tomball Pregnancy Center

Recommendation:

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

Rosalie Dillon, Community Events Coordinator

April 28, 2014

To The City of Tomball:

Tomball Pregnancy Center is asking for In-Kind services from the City Police, Fire, Public Works and NWEMS Department, for our 2nd Annual New Life 5K & Kid's Walk. The event is on September 13, 2014, it starts at 8am and should be completed by 11am. The route is the same as the City of Tomball's Bunny Run, which starts and ends at the Depot.

This year we are joining together as one with Salem Lutheran School, to help our Center raise even more needed funds. We are expecting 300-500 runners/walkers to participate. This is one of our largest fundraisers for Tomball Pregnancy Center. The money from this Run will help pay for Staff, Administrative costs, and addition educational programs for clients in need.

Thank you for your consideration.

Blessings,

Kelly Bursmith
Executive Director
Tomball Pregnancy Center
832-559-7817

Regular City Council Agenda Item Data Sheet

Meeting Date: June 16, 2014

Topic:

Approve Request from Woodforest Bank for City Support of the 6th Annual 5K Tomball Dash, a Certified Run, to be held in Tomball on Saturday, November 8, 2014, through In-Kind Services Provided by the City of Tomball

Background:

For the past five years, Woodforest National Bank has hosted an annual 5K certified run in the fall at the historic Tomball Depot. Woodforest National Bank requests that the City continue its support of this event as Woodforest prepares to host the 6th Annual Tomball Dash at the Train Depot.

The proceeds from the race will go to the Woodforest Charitable Foundation. Last year, the Foundation donated \$2,500 each to TOMAGWA and Boys and Girls Country; in previous years, they have also donated to TEAM and St. Vincent DePaul Food Bank, among other Tomball charitable organizations. The anticipated in-kind costs are \$3,000, which include personnel and equipment.

Origination:

Woodforest National bank

Recommendation:

N/A

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

Rosalie Dillon, Community Events Coordinator

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

ATTACHMENTS:

Woodforest National Bank Request

Council Agenda Sheet

Topic: Consider request for In-Kind Services for the Woodforest National Bank to hold their 6th Annual Tomball Dash on Saturday November 8th at the Depot.

Background: WNB would use our City's certified 5K course as they have for the past 5years – they will have Insurance with City of Tomball named Additional Insured for the Run date.

Organization: Woodforest National Bank Charitable Foundation

Recommendation:

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

Rosalie Dillon, Community Events Coordinator



April 28, 2014

Re: 6th Annual Tomball Dash
Certified 5K Run - Woodforest National Bank
Saturday, November 8, 2014

To whom this may concern:

This year, Woodforest National Bank would like to continue our tradition of hosting the 6th Annual Tomball Dash at the Train Depot. Is it possible to include me on an upcoming council meeting, to share pertinent information on this proposed event?

In the past, the city of Tomball provided their in kind services consisting of Police, Fire, EMS, and Public Works for the run. I would like to request those services again for November 8, 2014. We also allowed local businesses and vendors the opportunity to grow their respective brands while using this platform to give back to the community; all of our proceeds benefit the Woodforest Charitable Foundation.

I hope this letter will be sufficient in assisting you. If you have any questions, please feel free to contact me directly at 281-351-0464.

Sincerely,

Marlene Kovacs
Branch Manager
Woodforest National Bank
27650 Tomball Parkway
Tomball, TX 77375
281.351.0464 Branch
713.495.8302 Fax
832.360.4343 Cell
Mkovacs@woodforest.com

Regular City Council

Agenda Item

Meeting Date: June 16, 2014

Data Sheet

Topic:

Approve Request from City of Tomball Human Resources Department for City Support of the 2nd Annual "Sherine's Stride" 5K Run and 1-Mile Kids Run for Breast Cancer Awareness, to be held on Saturday, October 11, 2014, through In-Kind Services Provided by the City of Tomball

Background:

The City's Human Resources Department holds events for employees every October during National Breast Cancer Awareness month to help raise awareness of this disease. Last April, we lost Sherine Amanollahi, a dispatcher in the Police Department, to breast cancer. This year the HR department is expanding out into the community to further raise awareness of this disease.

In memory of Sherine, the Human Resources Department is hosting the second annual "Sherine's Stride" for Breast Cancer Awareness. This will be a 5K run/walk and a 1 mile run/walk to be held on the City's certified 5K course. Any proceeds from the above events would be given to a local non-profit to provide breast cancer screenings for uninsured local citizens.

The Human Resources Department is requesting the presence of and in-kind services from Tomball Police Department, Fire Department and Public Works to help accomplish this goal. The anticipated costs are \$3,000.

Origination:

Lisa Coe, Human Resources Director

Recommendation:

N/A

Funding:

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

Rosalie Dillon, Community Events Coordinator

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

ATTACHMENTS:

Sherine's Stride Request

Council Agenda Sheet

Topic: Consider request for In-Kind Services for the City of Tomball HR Dept. to hold their 2nd Annual Sherine's Stride 5K Run & 1 Mile Walk on Saturday October 11th at the Depot.

Background: HR Dept. would use our City's certified 5K course as they did last year – we do have our insurance for all events/runs.

Organization: City of Tomball HR Dept.

Recommendation:

Party(ies) responsible for placing this item on Agenda:
Rosalie Dillon, Community Events Coordinator



City of Tomball

*Gretchen Fagan
Mayor*

*George Shackelford
City Manager*

May30, 2014

Sherine's Stride –5K certified run for breast cancer awareness

Date: Saturday, October 11, 2014

Time: 8:00am

Location: Train Depot

Route: City of Tomball 5K certified course

Dear City Council Members:

The City of Tomball Human Resources department would like to host a 5K run/walk with a 1M walk for youth to promote breast cancer awareness. Our goal is to reach out to the community to raise awareness of this disease. Any proceeds from the above events would be given to a local non-profit to provide breast cancer screenings for reduced income Tomball citizens.

Your approval is needed for us to ensure an orderly and safe environment as we request the presence and in-kind services from the following: Tomball Police department, Tomball Fire Department, Tomball Public Works and NWEMS to aid us in accomplishing our goal.

Thank you in advance for your time and assistance.

Sincerely,

Lisa Coe
Director of Human Resources

Regular City Council

Agenda Item

Data Sheet

Meeting Date: June 16, 2014

Topic:

Approve Resolution No. 2014-16, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 42nd Annual Tomball Night and Parade, to be held in Tomball on Friday, August 1, 2014

Background:

The Greater Tomball Area Chamber of Commerce requests the support and endorsement of the City of Tomball for the Chamber's 42nd Annual Tomball Night and Parade, to be held on Friday, August 1, 2014.

The Chamber requests the assistance of the Tomball Fire, Police, and Public Works Department personnel; furnishing of electric service from the Tax office on Walnut Street, the Depot, at the 100 and 200 blocks of Market Street, the alley on the south side of Main between Cherry and Oak, and at 200 South Walnut, and closure of the following streets on Friday night only:

- from 2:00 p.m. until 11:00 p.m. – the 100, 200, and 300 blocks of Market Street and the 100 block of South Elm;
- from 3:00 p.m. until 11:00 p.m. – the 100 block of North Walnut, between Commerce and Main Streets, and the 100 and 200 blocks of Commerce Street; and
- from 5:00 p.m. until 11:00 p.m. – South Walnut, between Market and Main Streets, and Sycamore, from Main Street south.

Tomball Night will begin at 2:00 p.m. on Friday with a night parade, fireworks, and other festivities on Friday night and extended shopping sales events through Sunday.

The Chamber also requests permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of Pyrotechnico, and approval for the use and waiver of fees to use the Tomball Community Center as a "cool zone".

The Chamber's request and a map of the requested street closures are presented, along with Resolution No. 2014-16.

Fire Department expenses are minimal, approximately \$75 in fuel and support provided by volunteer firefighters. Public Works expenses to support Tomball Night include personnel time, refuse management, and fuel, approximately \$1,300. Waiver of the rental fee and personnel expenses for the use of the Community Center as a "cool zone" after hours is approximately \$500-\$600, depending on the number of hours the Chambers uses the facility. Police Department expenses should also be minimal.

Origination:

Greater Tomball Area Chamber of Commerce

Recommendation:

Approval of Resolution No. 2014-16

Funding:

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

City Secretary

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

ATTACHMENTS:

Resolution No. 2014-16

GTACC Request

Map

RESOLUTION NO. 2014-16

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL,
TEXAS, SUPPORTING THE 42ND ANNUAL TOMBALL NIGHT AND
PARADE, TO BE HELD IN TOMBALL ON FRIDAY, AUGUST 1, 2014.**

* * * * *

WHEREAS the Greater Tomball Area Chamber of Commerce will present the 42nd *Annual Tomball Night* on Friday, August 1, 2014, beginning at 2:00 p.m., with a night parade and a fireworks display under the direction of Pyrotecnico's highly trained and licensed pyrotechnicians; and

WHEREAS *Tomball Night* is a unique way to showcase Tomball's many attractions and an opportune time to encourage citizens to shop Tomball throughout the rest of the year; and

WHEREAS *Tomball Night* has become Tomball's biggest shopping night, drawing shoppers from surrounding areas including Magnolia, Spring, Houston and The Woodlands to enjoy the sales, discounts, other great values and many planned activities sponsored by Tomball's retail community; and

WHEREAS *Tomball Night* includes many cash and merchandise prizes from participating Tomball businesses for *Tomball Night* shoppers; and

WHEREAS the Greater Tomball Area Chamber of Commerce desires and requests the support and endorsement of the City of Tomball in this city-wide effort, through the assistance of the Tomball Fire, Tomball Police, and Tomball Public Works Department personnel; furnishing of electrical service from the Harris County Tax Assessor-Collector's office on Walnut Street, by the Depot, at the 100 and 200 blocks of Market Street, the alley on the south side of Main between Cherry and Oak, and at 200 South Walnut; and the closure of the following streets on Friday night only:

- * from 2:00 p.m. until 11:00 p.m. – the 100, 200, and 300 blocks of Market Street and the 100 block of South Elm Street;
- * from 3:00 p.m. until 11:00 p.m. – the 100 block of North Walnut, between Commerce and Main Streets, and the 100 and 200 blocks of Commerce Street; and
- * from 5:00 p.m. until 11:00 p.m. – South Walnut, between Market and Main Streets, and Sycamore Street, from Main Street south; and

WHEREAS The Chamber also requests permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of Pyrotechnico; and

WHEREAS to offset some of the heat-related issues of past years, the Chamber requests the use of the Tomball Community Center as a “cool zone” and requests waiver of the rental fee.

NOW, THEREFORE, BE IT RESOLVED that the City of Tomball and its governing body endorses and supports the efforts of the Greater Tomball Area Chamber of Commerce in promoting and undertaking the 42nd *Annual Tomball Night* and pledges to encourage this effort to showcase Tomball;

PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 16TH DAY OF JUNE, 2014.

GRETCHEN FAGAN, Mayor

ATTEST:

Doris Speer, City Secretary



June 9, 2014

City of Tomball
401 Market Street
Tomball, Texas 77375

RE: Tomball Night Street Closures, Electricity and Community Center Usage

Dear George,

We are anticipating a fabulous 42nd Annual **Tomball Night**, Friday, August 1, 2014 with help from our city, police and fire departments, as well as from numerous volunteers. The popular attraction of a night parade with a fireworks display ending the night's festivities has been met with overwhelming enthusiasm over the past six years. We are looking forward again to the expertise of the Tomball Police Department for crowd control and as visual deterrents from any negative activity.

The Greater Tomball Area Chamber of Commerce is requesting permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of Pyrotechnico, a highly trained and licensed pyrotechnician.

To insure the safety of the many visitors that will be in Tomball on Friday, August 1, 2014 and the multiple number of vendors we are expecting, we are asking for street closures for the following streets on Friday night only from
2:00 p.m. until 11:00 p.m.

- Market St. – 100, 200 and 300 blocks
- S. Elm – 100 Block

From 3:00 p.m. until 11:00 p.m.

- 100 N. Walnut – between Commerce and Main St.
- 100 & 200 blocks Commerce St.

And from 5:00 p.m. until 11:00 p.m.

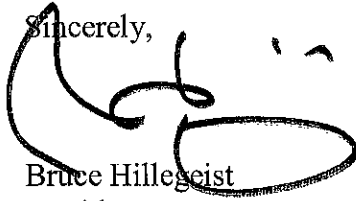
- S. Walnut – between Market and Main
- Sycamore from Main St. South

Enclosed is a map for your review. We are also requesting permission for the use of electricity on Walnut Street, by the Depot, 100 & 200 blocks of Market Street, the alley on south side of Main between Cherry and Oak and at 200 S. Walnut.

Finally, to offset some of the heat related issues of the past, we are requesting the use of the Tomball Community Center as a "cool zone."

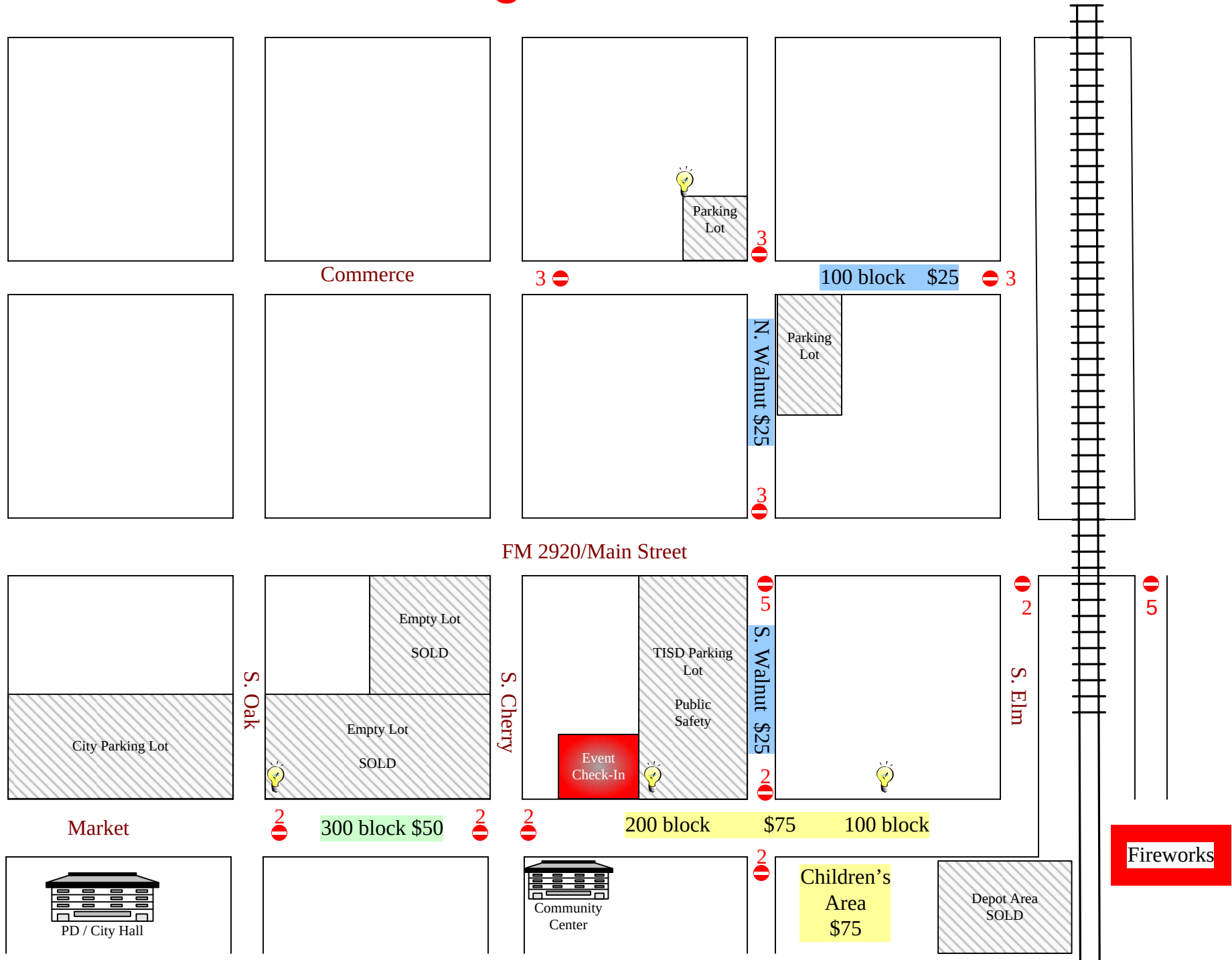
We appreciate the City of Tomball, its special partnership with the chamber and the assistance always offered for our events. Should you have any questions or concerns, please contact Brandy Beyer or myself at 281-351-7222.

Sincerely,

A handwritten signature in black ink, appearing to read "Bruce Hillegeist". The signature is stylized with a large, sweeping initial "B" and a circular flourish at the end.

Bruce Hillegeist
President

Tomball Night Downtown



Regular City Council

Agenda Item

Meeting Date: June 16, 2014

Data Sheet

Topic:

Approve Resolution No. 2014-14, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Dates, Times, and Places for Two Public Hearings at Which All Interested Parties Shall Have an Opportunity to be Heard; Providing for Publication of Notices of Such Public Hearings; and Directing Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed (70.36 Acres of Land Location on FM 2978 [Hufsmith-Kohrville Road], North of Spell Road)

Background:

The City of Tomball received a request from Mr. Doug Eibsen for annexation of approximately 70.36 acres of land located east of FM 2978 [Hufsmith-Kohrville Road], north of Spell Road and the intersection of FM 2978 and FM 2920.

Approval of Resolution No. 2014-14 will declare the City's intention to annex the above-referenced property, located within the City's Extraterritorial Jurisdiction (ETJ).

Water, sewer and gas utilities have been extended along FM 2978 and FM 2920; sewer is available on the east side of FM 2978 and north of FM 2920, and water and gas are available on the west side of FM 2978 and north of FM 2920 in anticipation of future development.

A copy of the annexation calendar is included for Council review and the municipal service plan will be included in the annexation ordinance.

Section 43.063 of the Local Government Code requires two public hearings on proposed annexations. The hearings must be conducted on or after the 40th day but before the 20th day before the date of the first reading of the ordinance (a 21-39 day timeframe).

Due to publication date constraints and Council's meeting schedule, staff's recommendation is that the public hearings be conducted during the regular Council meeting on July 7 and a special Council meeting on July 14, 2014 at 5 p.m., before the scheduled Planning and Zoning Commission meeting.

If the recommended dates for the public hearings are acceptable, the first reading of the annexation ordinance will be conducted at the regular Council meeting on August 4 and the second reading will be conducted at the

regular Council meeting on August 18, 2014.

Origination:

Doug Eibsen, Property Owner

Recommendation:

Approve Resolution No. 2014-14

Funding:

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

City Secretary

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

ATTACHMENTS:

Resolution No. 2014-14

Doug Eibsen - Request for Annexation

Annexation Calendar/Worksheet

RESOLUTION NO. 2014-14

A RESOLUTION DECLARING THE INTENTION OF THE CITY OF TOMBALL, TEXAS, TO INSTITUTE PROCEEDINGS TO ANNEX CERTAIN TERRITORY; DESCRIBING SUCH TERRITORY; SETTING THE DATES, TIMES, AND PLACES FOR TWO PUBLIC HEARINGS AT WHICH ALL INTERESTED PARTIES SHALL HAVE AN OPPORTUNITY TO BE HEARD; PROVIDING FOR PUBLICATION OF NOTICES OF SUCH PUBLIC HEARINGS; AND DIRECTING PREPARATION OF A MUNICIPAL SERVICE PLAN FOR THE TERRITORY PROPOSED TO BE ANNEXED (70.36 ACRES OF LAND LOCATED ON FM 2978 [HUFSMITH-KOHRVILLE ROAD], NORTH OF SPELL ROAD)

* * * * *

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

Section 1. The City Council of the City of Tomball hereby declares its intention to institute proceedings to annex to the City the territory described in Exhibit "A" attached hereto and made a part hereof by the passage of an ordinance of annexation extending the general corporate limits of the City of Tomball for all purposes to include such territory.

Section 2. The City Council of the City of Tomball hereby calls two public hearings at which all interested persons shall have the right and opportunity to appear and be heard upon such proposal to annex the territory described above. **No suitable location is available for a public hearing to be held on the property proposed for annexation. The first public hearing shall be held in the City Council Chambers, 401 Market Street, City of Tomball, Texas, during a Regular Council Meeting at 6:00 o'clock (6:00 p.m.), on July 7, 2014.** The second public hearing shall be held in the City Council Chambers, 401 Market Street, City of Tomball, Texas, during a Special Council Meeting at 6:00 o'clock (6:00 p.m.), on July 14, 2014. The annexation proceeding, of which notice of intention to annex is given by this Resolution, shall be instituted not less than twenty (20) days nor more than forty (40) days subsequent to such public hearings.

Section 3. The City Secretary of the City of Tomball is hereby directed to cause notices of such public hearings to be given by publication in a newspaper having general circulation within the City of Tomball and within the territory proposed to be annexed, the publication of notice of each public hearing to be made at least once in such newspaper not more than twenty (20) days nor less than ten (10) days prior to the day of that public hearing.

Section 4. The City Engineer is hereby directed to cause to be prepared a service plan that provides for the extension of municipal services to the territory that is proposed to be annexed. The proposed service plan shall be made available for public inspection and shall be explained to the inhabitants of the territory at the public hearings called herein. Such service plan shall be prepared in accordance with the provisions of Chapter 43 of the TEXAS LOCAL GOVERNMENT CODE.

PASSED, APPROVED, AND RESOLVED this 16th day of June, 2014.

GRETCHEN FAGAN, Mayor
City of Tomball

ATTEST:

Doris Speer, City Secretary
City of Tomball

Alexander Estates
70.36 Acres

Elizabeth Smith Survey
Abstract Number 70

STATE OF TEXAS §

COUNTY OF HARRIS §

A **METES AND BOUNDS** description of a 70.36 acre tract of land situated in the Elizabeth Smith Survey, Abstract Number 70, Harris County, Texas; being a portion of Unrestricted Reserve "C" of Tomball Greens Final Plat as shown on a plat filed for record under Film Code Number 440128 of the Harris County Map Records, being the remainder of a called 78.4754 acre tract conveyed to BCDE, LTD. by Special Warranty Deed With Vendor's Lien dated December 30, 2002 and filed for record under Clerk's File No. W332593 of the Harris County Official Public Records of Real Property and being all of a called 4.882 acres conveyed to Eibsen & Associates, Inc. by Warranty Deed dated March 31, 2014 and filed for record under Clerk's File No. 20140133968 of the Harris County Official Public Records of Real Property; said 70.36 acres being more particularly described as follows with all bearings based on a call of South 59°56'55" West along the southeast line of said Unrestricted Reserve "C":

BEGINNING at a found 5/8-inch iron rod in the northeast right-of-way of Huffsmith-Kohrville Road (called 60-feet wide), for the south corner of Country Club Greens Partial Replat as shown on a plat filed for record under Film Code No. 519229 of the Harris County Map Records and the northwest corner of said Unrestricted Reserve "C", said 78.4754 acres and the herein described tract;

THENCE, North 45°27'56" East, 399.99 feet, departing said northeast right-of-way of Huffsmith-Kohrville Road, along the southeast line of said Country Club Greens Partial Replat, the northwest line of said Unrestricted Reserve "C" and said 78.4754 acres to an angle point;

THENCE, North 49°06'40" East, 1333.88 feet, continuing along the southeast line of said Country Club Greens Partial Replat, the southeast line of Country Club Greens Partial Replat – Phase Two as shown on a plat filed for record under Film Code No. 540231 of the Harris County Map Records and the northwest line of said Unrestricted Reserve "C" and said 78.4754 acres to a point for the north corner of said Unrestricted Reserve "C" and said 78.4754 acres, the west corner of Lot 25, Block 3 of said Country Club Greens Partial Replat – Phase Two, same being the north corner of the herein described tract, from which a found 5/8-inch iron rod (with cap stamped "Terra Surveying") bears North 86°46'38" East 0.32 feet;

THENCE, South 40°44'59" East, 1111.89 feet along a northeast line of said 78.4754 acres, said Unrestricted Reserve "C", a southwest line of said Country Club Greens Partial Replat – Phase Two, and a southeast line Final Plat Country Club Greens as shown on a plat filed for record under Film Code No. 453082 of the Harris County Map Records to a point in the north line of a called 13.00 acre tract conveyed to J.D. Slaughter by Warranty Deed dated January 28, 2011 and filed for record under Clerk's File No. 20110042996 of the Harris County Official Public Records of Real Property for an interior corner of said Unrestricted Reserve "C" and said 78.4754 acres and the south corner of said Country Club Greens Partial Replat – Phase Two, same being the east corner of the herein described tract, from which a found 5/8-inch iron rod bears South 62°31'41" East, 0.24 feet;

THENCE, South 45°07'42" West, 813.03 feet along the northeast line of said 13.00 acres to a point for the west corner of said 13.00 acres, same being an interior corner of the herein described tract;

THENCE, South 44°36'57" East, 646.34 feet along the southwest line of said 13.00 acres to a point in the northwest right-of-way of Spell Road (called 60-feet wide) and the southeast line of said Unrestricted Reserve "C" and said 78.4754 acres, for the south corner of said 13.00 acres and the most southeast corner of the herein described tract;

THENCE, South $37^{\circ}14'37''$ West, 452.09 feet along said northwest right-of-way of Spell Road and the southeast line of said Unrestricted Reserve "C" to a found 3/4-inch iron rod, beginning a non-tangent curve to the right;

THENCE, in a southwest direction, continuing along said northwest right-of-way of Spell Road and the southeast line of said Unrestricted Reserve "C", with the arc of said non-tangent curve to the right, passing a found 5/8-inch iron rod (with cap stamped "J.G.T 1494") at an arc distance of 183.48 feet for the east corner of said 4.822 acres, having a radius of 579.03 feet, a central angle of $37^{\circ}34'11''$, an arc length of 379.68 feet, and a chord bearing South $56^{\circ}12'14''$ West, 372.91 feet to a found 5/8-inch iron rod (with cap stamped "J.G.T 1494");

THENCE, South $75^{\circ}09'52''$ West, along said northwest right-of-way of Spell Road and the southeast line of said 4.822 acres and said Unrestricted Reserve "C", passing a found 5/8-inch iron rod (with cap stamped "J.G.T 1494") continuing for a total distance of 463.49 feet to a found 3/4-inch iron (with cap stamped "Cotton Surveying") for the south corner of said 4.882 acres and the most southerly southwest corner of the herein described tract;

THENCE, North $17^{\circ}58'51''$ West, 350.00 feet, departing said northwest right-of-way of Spell Road and the southeast line of said 4.822 acres along the southwest line of said 4.822 acres to a found 3/4-inch iron (with cap stamped "Cotton Surveying");

THENCE, South $75^{\circ}09'52''$ West, along the northwest line of the remainder of a called 8.000 acres conveyed to Ruth A. Hughes-Deaton by Warranty Deed with Vendor's Lien dated August 31, 2006 and filed for record under Clerk's File No. 20060029232 of the Harris County Official Public Records of Real Property, passing a found 5/8-inch iron rod (with cap stamped "King 4503") at a distance of 4.83 feet, continuing for a total distance of 388.70 feet to a found 5/8-inch iron rod (with cap stamped "King 4503") in the northeast right-of-way of said Huffsmith-Kohrville Road and the southwest line of said Unrestricted Reserve "C", for the northwest corner of said 8.000 acres and the most westerly southwest corner of said 78.4754 acres and the herein described tract;

THENCE, North $17^{\circ}59'55''$ West, 1235.43 feet along northeast right-of-way of said Huffsmith-Kohrville Road, the southwest line of said Unrestricted Reserve "C", said 78.4754 acres and the herein described tract to the **POINT OF BEGINNING, CONTAINING** 70.36 acres of land in Harris County, Texas

June 2, 2014

Ms. Doris Speer
City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Re: Request for Annexation

Ms. Speer:

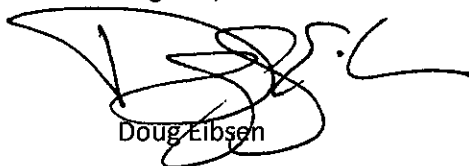
This letter serves as a formal request to annex land currently located within the City of Tomball's Extraterritorial Jurisdiction (ETJ) into the corporate limits of the City. This annexation request is also being submitted with an associated zoning request, seeking Single Family 9 District (SF-9) zoning.

The undeveloped property is located at the northeast intersection of Hufsmith-Kohrville Road and Spell Road, and consists of 70.3574 acres. The property is currently platted as Tomball Greens, and the portion proposed for annexation and development is part of Unrestricted Reserve "C". The proposed development, Alexander Estates, consists of 128 single family residential lots, with a typical lot size of 13,500 sq ft. The property that we are requesting be annexed meets the State of Texas annexation size and locational requirements for annexation by a municipality.

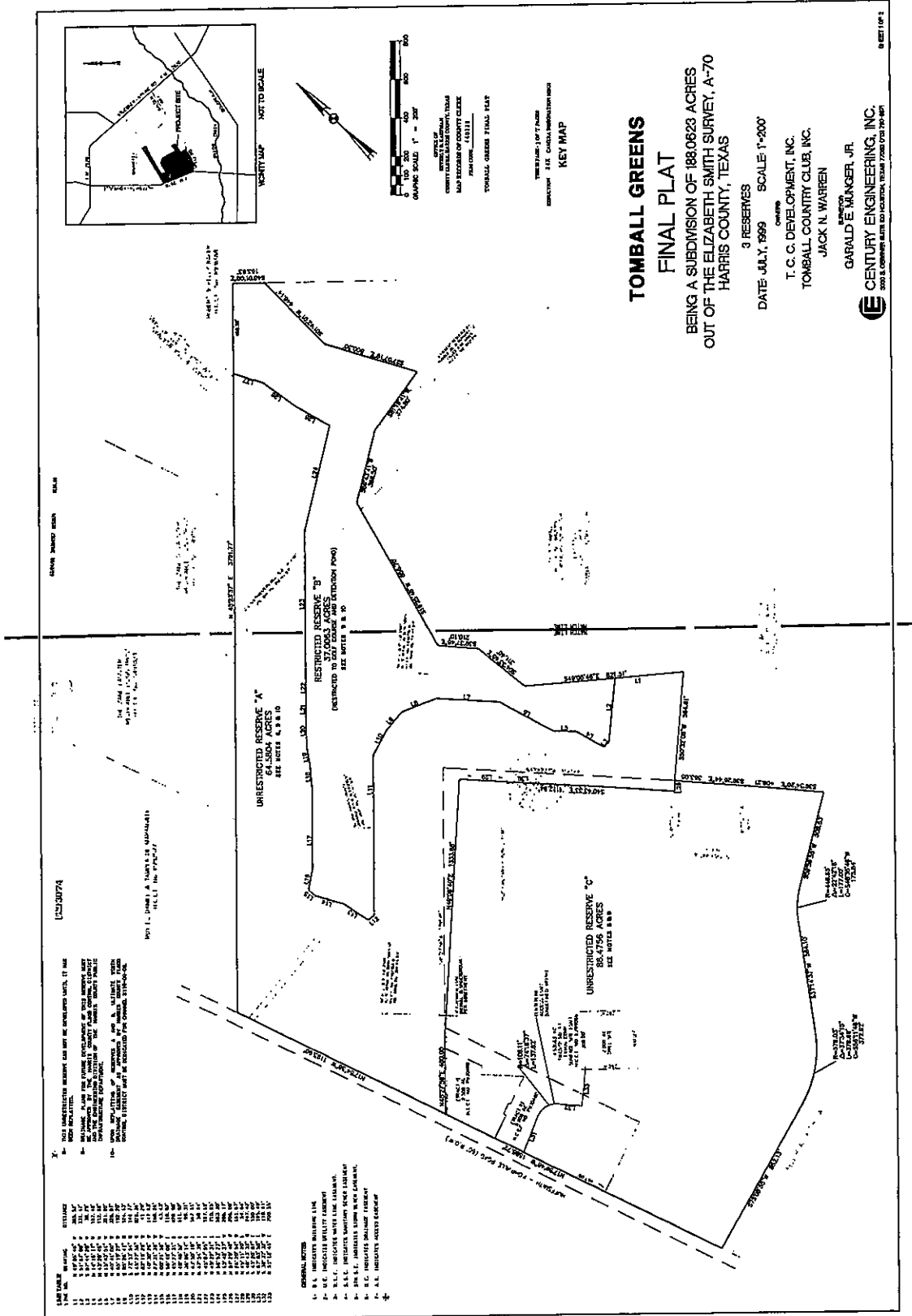
Attached to this request for reference is the current recorded plat for the property, as well as a vicinity map and a copy of the proposed plat of Alexander Estates.

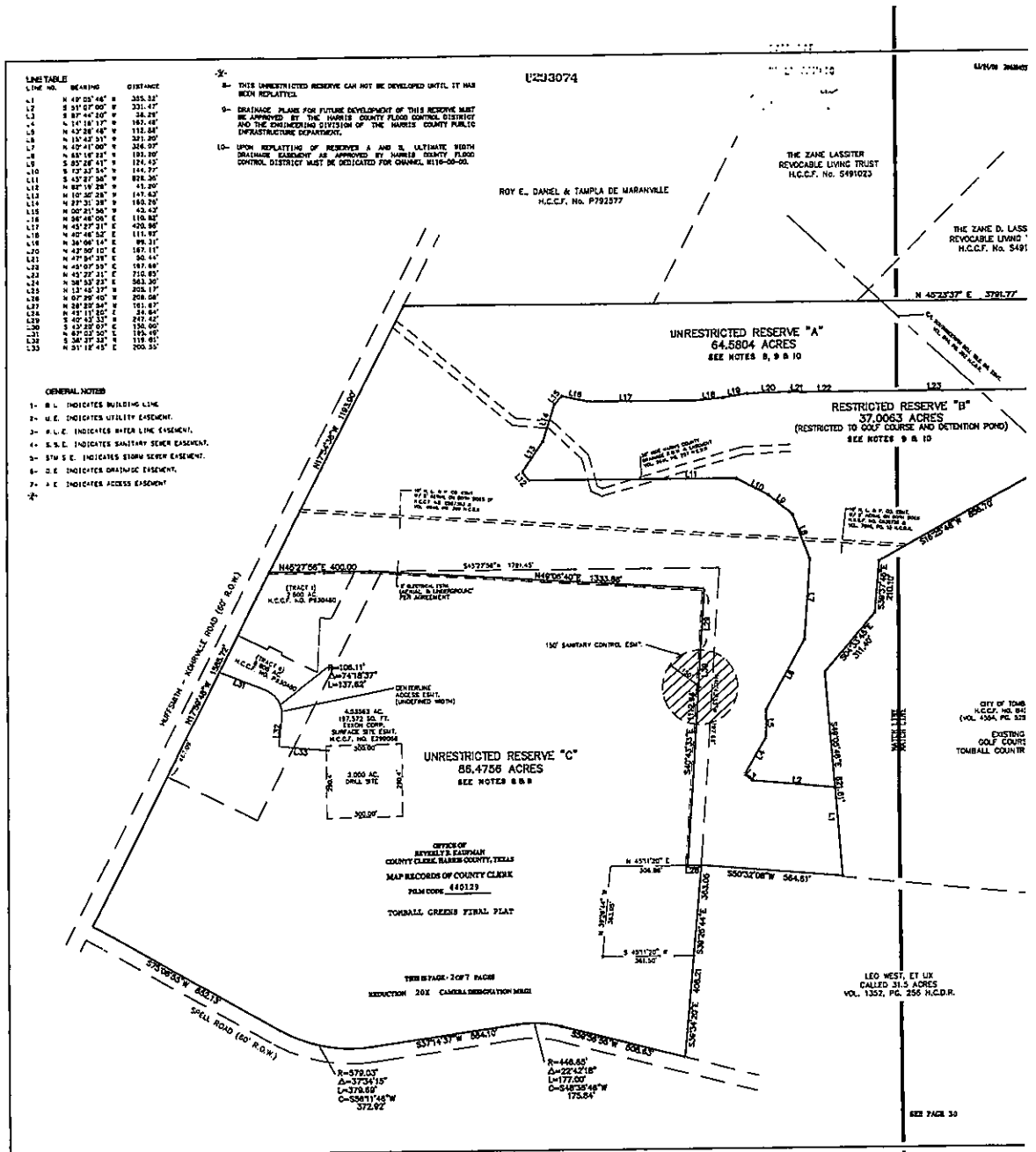
Please feel free to contact me if you have any questions or would like any additional information.

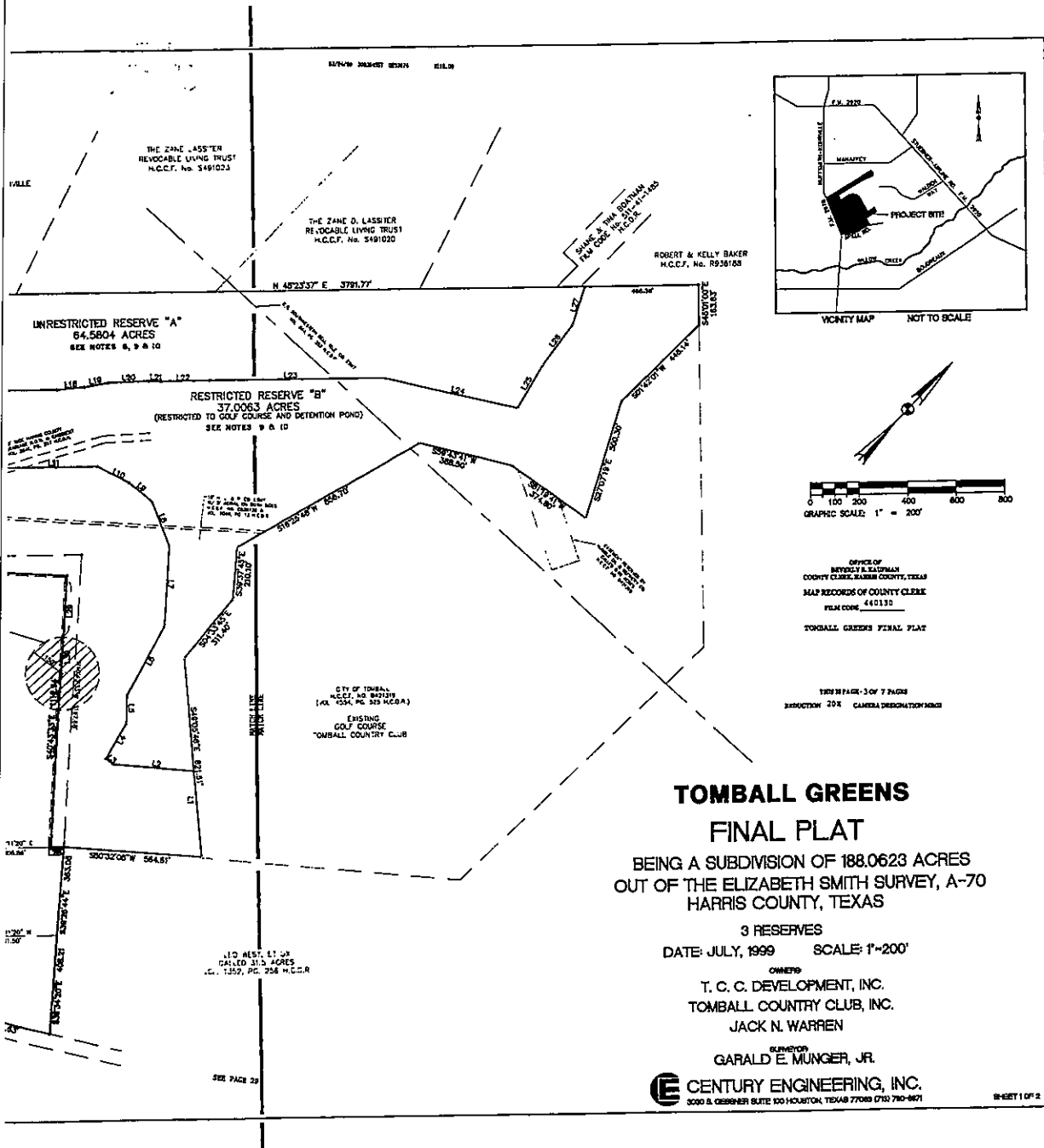
Regards,



Doug Eibsen







0 10 20 30 40 50 60 70 80 90 100

EXTRACT OF DRAINAGE FROM THIS SUBDIVISION ON THE INTERSECTION OF
DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OF
SUBDIVISION WITHIN THE WATERSHED.

John E. Stone 3-10-cc
 GEORGE L. STONE, JR.
 COUNTY DIRECTOR

E CENTURY ENGINEERING, INC.

THE STATE OF TEXAS
COUNTY OF HARRIS

WE, T.C.C. DEVELOPMENT, INC., ACTING BY AND THROUGH DEAN L. FENTON, VICE PRESIDENT; TOMBALL COUNTRY CLUB, INC., ACTING BY AND THROUGH JOHN PEMBERTON, PRESIDENT; AND JACK N. WARREN, OWNERS, OF THE PROPERTY SUBDIVIDED IN THE ABOVE AND FOREGOING MAP OF TOMBALL GREENS DO HEREBY MAKE SUBDIVISION FOR SAID PROPERTY FOR AND ON BEHALF OF T.C.C. DEVELOPMENT, INC., TOMBALL COUNTRY CLUB, INC. AND JACK N. WARREN ACCORDING TO THE LINES, STREETS, ALLEYS, PARKS AND EASEMENTS THEREIN SHOWN, AND DESIGNATE SAID SUBDIVISION AS SUBDIVISION OF 188.0623 ACRES IN THE ELIZABETH SMITH SURVEY, A-70, AN ADDITION TO THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; AND ON BEHALF OF SAID T.C.C. DEVELOPMENT, INC., TOMBALL COUNTRY CLUB, INC. AND JACK N. WARREN DEDICATE TO THE PUBLIC USE, AS SUCH THE STREETS, ALLEYS, PARKS, AND EASEMENTS SHOWN THEREON FOREVER EXCEPT WHERE NOTED ON THE MAP FOR PRIVATE STREETS; AND WE DO HEREBY WAIVE ANY CLAIMS FOR DAMAGES OCCASIONED BY THE ESTABLISHING OF GRADES AS APPROVED FOR THE STREETS AND ALLEYS DEDICATED, OR OCCASIONED BY THE ALTERATION OF THE SURFACE OF ANY PORTION OF STREETS OR ALLEYS TO CONFORM TO SUCH GRADES, AND DO HEREBY BIND OURSELVES, OUR SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

OWNERS HAVE DEDICATED AND BY THESE PRESENTS DO DEDICATE TO THE USE OF THE PUBLIC FOR PUBLIC UTILITY PURPOSES FOREVER, UNOBSTRUCTED AERIAL EASEMENTS FIVE (5) FEET, SIX (6) INCHES IN WIDTH FOR PERIMETER LOTS, SEVEN (7) FEET FOR BACK-TO-BACK LOTS FROM A PLANE SIXTEEN (16) FEET ABOVE THE GROUND LEVEL, UPWARD, LOCATED ADJACENT TO ALL PUBLIC UTILITY EASEMENTS SHOWN HEREON.

WE DO HEREBY DEDICATE FOREVER TO THE PUBLIC A STRIP OF LAND TWENTY-FIVE (25) FEET WIDE ON EACH SIDE OF THE CENTER LINE OF ANY AND ALL HAYOVS, CREEKS, DITCHES, RIVERS, CANALS, OR OTHER NATURAL DRAINAGE COURSES LOCATED IN SAID PLAT, AS EASEMENTS FOR DRAINAGE PURPOSES, GIVING THE CITY OF TOMBALL, HARRIS COUNTY OR OTHER GOVERNMENTAL AGENCY, THE RIGHT TO ENTER UPON SAID EASEMENT AT ANY AND ALL TIMES FOR THE PURPOSE OF CONSTRUCTION AND MAINTENANCE OF DRAINAGE FACILITIES AND STRUCTURES.

* WITNESS OUR HAND IN Harris County, Texas ON THIS THE 12 DAY OF August 1999.

T.C.C. DEVELOPMENT, INC. TOMBALL COUNTRY CLUB, INC.

BY: Dean L. Fenton VICE PRESIDENT BY: John Pemberton PRESIDENT

WITNESS MY HAND IN Harris County, Texas ON THIS THE 12 DAY OF August 1999.

BY: Jack N. Warren JACK N. WARREN

STATE OF TEXAS
COUNTY OF HARRIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 12 DAY OF August 1999, BY DEAN L. FENTON, VICE PRESIDENT OF T.C.C. DEVELOPMENT, INC., AND IN THE CAPACITIES THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 11/1/02

STATE OF TEXAS
COUNTY OF HARRIS

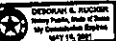
THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 12 DAY OF August 1999, BY JOHN PEMBERTON, PRESIDENT OF TOMBALL COUNTRY CLUB, INC., AND IN THE CAPACITIES THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: May 1, 2001

STATE OF TEXAS
COUNTY OF HARRIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 4 DAY OF August 1999 BY JACK N. WARREN AND IN THE CAPACITIES THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 06-03-2000



OFFICE OF
DEAN L. FENTON
COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDS OF COUNTY CLERK
440132
FIRM CODE
73-200

TOMBALL GREENS FINAL PLAT

WE, THE CITY MANAGER AND CITY ENGINEER FOR THE CITY OF TOMBALL, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH THE CITY OF TOMBALL SUBDIVISION ORDINANCE.

BY: Warren E. Driver CITY MANAGER BY: R. L. Johnson, P.E. CITY ENGINEER

THIS IS TO CERTIFY THAT THE CITY PLANNING COMMISSION OF THE CITY OF TOMBALL, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF SUBDIVISION OF TOMBALL GREENS IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCES OF THE CITY OF TOMBALL AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS 12 DAY OF August 1999.

BY: Jeanne English-Janisch ALAN COR VICE CHAIRMAN

APPROVED BY THE COMMISSIONERS' COURT OF HARRIS COUNTY, TEXAS, THIS 12 DAY OF August 2000.

BY: Robert Eckels COUNTY JUDGE BY: Jim Fontana COMMISSIONER, PRECINCT 2

STEVE RADACK COMMISSIONER, PRECINCT 3 JERRY EVERSOLE COMMISSIONER, PRECINCT 4

I, BEVERLY B. KAUFMAN, CLERK OF THE COUNTY COURT OF HARRIS COUNTY, DO HEREBY CERTIFY THAT THE WITHIN INSTRUMENT WITH ITS CERTIFICATE OF AUTHENTICATION WAS FILED FOR REGISTRATION IN MY OFFICE ON August 24, 2000 AT 10:00 O'CLOCK A.M. AND DULY RECORDED ON August 24, 2000 AT 10:00 O'CLOCK A.M. AND IN FILE CODE NO. 1999-011 OF THE MAP RECORDS OF HARRIS COUNTY FOR SAID COUNTY.

WITNESS MY HAND AND SEAL OF OFFICE, AT HOUSTON, THE DAY AND DATE LAST ABOVE WRITTEN.

BY: Beverly B. Kaufman DEPUTY CLERK OF COUNTY COURT OF HARRIS COUNTY, TEXAS

I, ARTHUR L. STOREY, JR., COUNTY ENGINEER OF HARRIS COUNTY, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH ALL OF THE EXISTING RULES AND REGULATIONS OF THIS OFFICE AS ADOPTED BY THE HARRIS COUNTY COMMISSIONERS' COURT; AND FURTHER, THAT IT COMPLIES OR WILL COMPLY WITH ALL OF THE LAWS INVOLVED IN THE HARRIS COUNTY ROAD LAW, ALSO INCLUDING SECTION 31-C AS AMENDED BY CHAPTER 814, ACTS OF 1973, 83rd LEGISLATURE.

BY: Arthur L. Storey, Jr. 3-10-00 COUNTY ENGINEER

I, ARTHUR L. STOREY, JR., EXECUTIVE DIRECTOR OF HARRIS COUNTY FLOOD CONTROL DISTRICT, HARRIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THE PLAT OF THIS SUBDIVISION COMPLIES WITH REQUIREMENTS FOR INTERNAL SUBDIVISION DRAINAGE AS ADOPTED BY COMMISSIONERS' COURT; HOWEVER, NO CERTIFICATION IS HEREBY GIVEN AS TO THE EFFECT OF DRAINAGE FROM THIS SUBDIVISION ON THE INTERCEPTING DRAINAGE ARTERY OR PARENT STREAM OR ON ANY OTHER AREA OR SUBDIVISION WITHIN THE WATERSHED.

BY: Arthur L. Storey, Jr. 3-10-00 EXECUTIVE DIRECTOR

THIS IS TO CERTIFY THAT I, SURVEYOR OF THE STATE SUBDIVISION FROM AN AC BLOCK CORNERS, ANGLE POINT MARKED WITH IRON RODS 3/4 LENGTH, AND THAT THIS PLAT BY ME.

BY: Donald E. Wacker, Jr., R.L. TEXAS REGISTRATION NO. 34

WE, FIRST BANK TEXAS, N.A. THE PROPERTY DESCRIBED: 188.0623 ACRES, SAID RECORD IN THE CLERK'S FILE HARRIS COUNTY, TEXAS, DO INTEREST IN SAID PROPERTY PLAT AND WE HEREBY CONFIRM SAID LEASE AND HAVE NOT AS FIRST BANK TEXAS, N.A.

BY: AL GOTT VICE PRESIDENT

STATE OF TEXAS
COUNTY OF HARRIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 12 DAY OF August 1999 BY AL GOTT, N.A. AND IN THE CAPACITIES THEREIN STATED.

NOTARY PUBLIC, STATE OF TEXAS
MY COMMISSION EXPIRES: 12/1/01

FURTHER, WE DO HEREBY GOVERN PROPERTY WITHIN THE BOUNDARY DRAINAGE EASEMENT, DITCH, SHALL HEREBY BE RESTRICTED EASEMENTS CLEAR OF FENCE OBSTRUCTIONS TO THE OPEN FACILITY AND THAT SUCH ARE TO DRAIN DIRECTLY INTO THE APPROVED DRAINAGE STRUCTURE.

FURTHER OWNERS CERTIFY AND OR WILL COMPLY WITH THE EDC 31-C AS AMENDED BY CHAPTER 814, ACTS OF 1973, 83rd LEGISLATURE.

THIS IS TO CERTIFY THAT I, SURVEYOR OF THE STATE SUBDIVISION FROM AN AC BLOCK CORNERS, ANGLE POINT MARKED WITH IRON RODS 3/4 LENGTH, AND THAT THIS PLAT BY ME.

SEE PAGE 33

4. AMEND CITY ENGINEER FOR THE CITY OF HOUSTON, THAT THE SUBDIVISION COMPLIES WITH THE CITY ENGINEER'S REQUIREMENTS.

R. L. Johnson, P.E.
R. L. JOHNSON, P.E.
CITY ENGINEER

HAT THE CITY PLANNING COMMISSION OF THE CITY OF HOUSTON HAS APPROVED THIS PLAT AND SUBDIVISION OF LAND IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE CITY OF HOUSTON.

Alan Cox
ALAN COX
VICE CHAIRMAN

COMMISSIONER OF HARRIS COUNTY, TEXAS.

Jim Fortens
JIM FORTENS
COMMISSIONER, PRECINCT 2

Jerry Eversole
JERRY EVERSOLE
COMMISSIONER, PRECINCT 4

4. CLERK THE COUNTY COURT OF HARRIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS PLAT AND SUBDIVISION OF LAND IS IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE LAWS OF THE CITY OF HOUSTON.

SEAL OF HARRIS COUNTY, TEXAS, AT HOUSTON, THE DAY AND DATE

CLERK OF HARRIS COUNTY, TEXAS

JR. COUNTY ENGINEER OF HARRIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION COMPLIES WITH THE CITY ENGINEER'S REQUIREMENTS.

JR. COUNTY ENGINEER OF HARRIS COUNTY, TEXAS, DO HEREBY CERTIFY THAT THIS SUBDIVISION COMPLIES WITH THE CITY ENGINEER'S REQUIREMENTS.

THIS IS TO CERTIFY THAT I, GARALD E. MUNGER, JR., A REGISTERED SURVEYOR OF THE STATE OF TEXAS, HAVE PLATTED THE ABOVE SUBDIVISION FROM AN ACTUAL SURVEY ON THE GROUND, AND THAT ALL BLOCK CORNERS, ANGLE POINTS, AND POINTS OF CURVE ARE PROPERLY MARKED WITH IRON RODS 3/4 INCHES IN DIAMETER AND THREE FEET IN LENGTH, AND THAT THIS PLAT CORRECTLY REPRESENTS THAT SURVEY MADE BY ME.

Garald E. Munger, Jr.
GARALD E. MUNGER, JR.
TEXAS REGISTRATION NO. 3438



WE, FIRST BANK TEXAS, N.A., OWNERS AND HOLDER OF A LIEN AGAINST THE PROPERTY DESCRIBED IN THE PLAT KNOWN AS SUBDIVISION OF 188.0623 ACRES, SAID LIEN BEING EVIDENCED BY INSTRUMENT OF RECORD IN THE CLERK'S FILE NO. 75438-23 OF THE O.P.R.O.R.P. OF HARRIS COUNTY, TEXAS, DO HEREBY IN ALL THINGS SUBORDINATE OUR INTEREST IN SAID PROPERTY TO THE PURPOSES AND EFFECTS OF SAID PLAT AND THE DEDICATIONS AND RESTRICTIONS SHOWN HEREIN TO SAID PLAT AND WE HEREBY CONFIRM THAT WE ARE THE PRESENT OWNERS OF SAID LIEN AND HAVE NOT ASSIGNED THE SAME NOR ANY PART THEREOF.

FIRST BANK TEXAS, N.A.

Al Cott
AL COTT
VICE PRESIDENT

STATE OF TEXAS
COUNTY OF HARRIS

THIS INSTRUMENT WAS ACKNOWLEDGED BEFORE ME ON THE 5TH DAY OF AUGUST, 1999 BY AL COTT, VICE PRESIDENT OF FIRST BANK TEXAS, N.A. AND IN THE CAPACITIES THEREIN STATED.

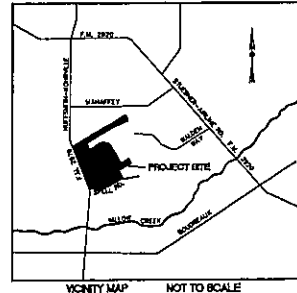
Brenda Jones
BRENDA JONES
NOTARY PUBLIC, STATE OF TEXAS



MY COMMISSION EXPIRES: 12/31/2002

FURTHER, WE DO HEREBY COVENANT AND AGREE THAT ALL OF THE PROPERTY WITHIN THE BOUNDARIES OF THIS PLAT AND ADJACENT TO ANY DRAINAGE EASEMENT, DITCH, GULLY, CREEK OR NATURAL DRAINAGE WAYS SHALL HEREBY BE RESTRICTED TO KEEP SUCH DRAINAGE WAYS AND EASEMENTS CLEAR OF FENCES, BUILDINGS, PLANTING AND OTHER OBSTRUCTIONS TO THE OPERATIONS AND MAINTENANCE OF THE DRAINAGE FACILITY AND THAT SUCH ADJUTING PROPERTY SHALL NOT BE PERMITTED TO DRAIN DIRECTLY INTO THIS EASEMENT EXCEPT BY MEANS OF AN APPROVED DRAINAGE STRUCTURE.

FURTHER OWNERS CERTIFY AND COVENANT THAT THEY HAVE COMPLIED WITH OR WILL COMPLY WITH THE EXISTING HARRIS COUNTY ROAD LAW, SECTION 31-C, AS AMENDED BY CHAPTER 614, ACTS OF 1973, 83RD, LEGISLATURE AND ALL OTHER REGULATIONS HERETOFORE ON FILE WITH THE HARRIS COUNTY ENGINEER AND ADOPTED BY THE COMMISSIONERS' COURT OF HARRIS COUNTY.



VICINITY MAP NOT TO SCALE

OFFICE OF
NOTARY & CLERK
COUNTY CLERK, HARRIS COUNTY, TEXAS
MAP RECORDS OF COUNTY CLERK
FILE CODE 440133
TOMBALL GREENS FINAL PLAT

THIS IS PAGE 6 OF 7 PAGES
REDUCTION 20% CLARIFIED DIMENSIONAL MAP

TOMBALL GREENS FINAL PLAT

BEING A SUBDIVISION OF 188.0623 ACRES
OUT OF THE ELIZABETH SMITH SURVEY, A-70
HARRIS COUNTY, TEXAS

3 RESERVES

DATE: JULY, 1999 SCALE: 1"=200'

OWNERS

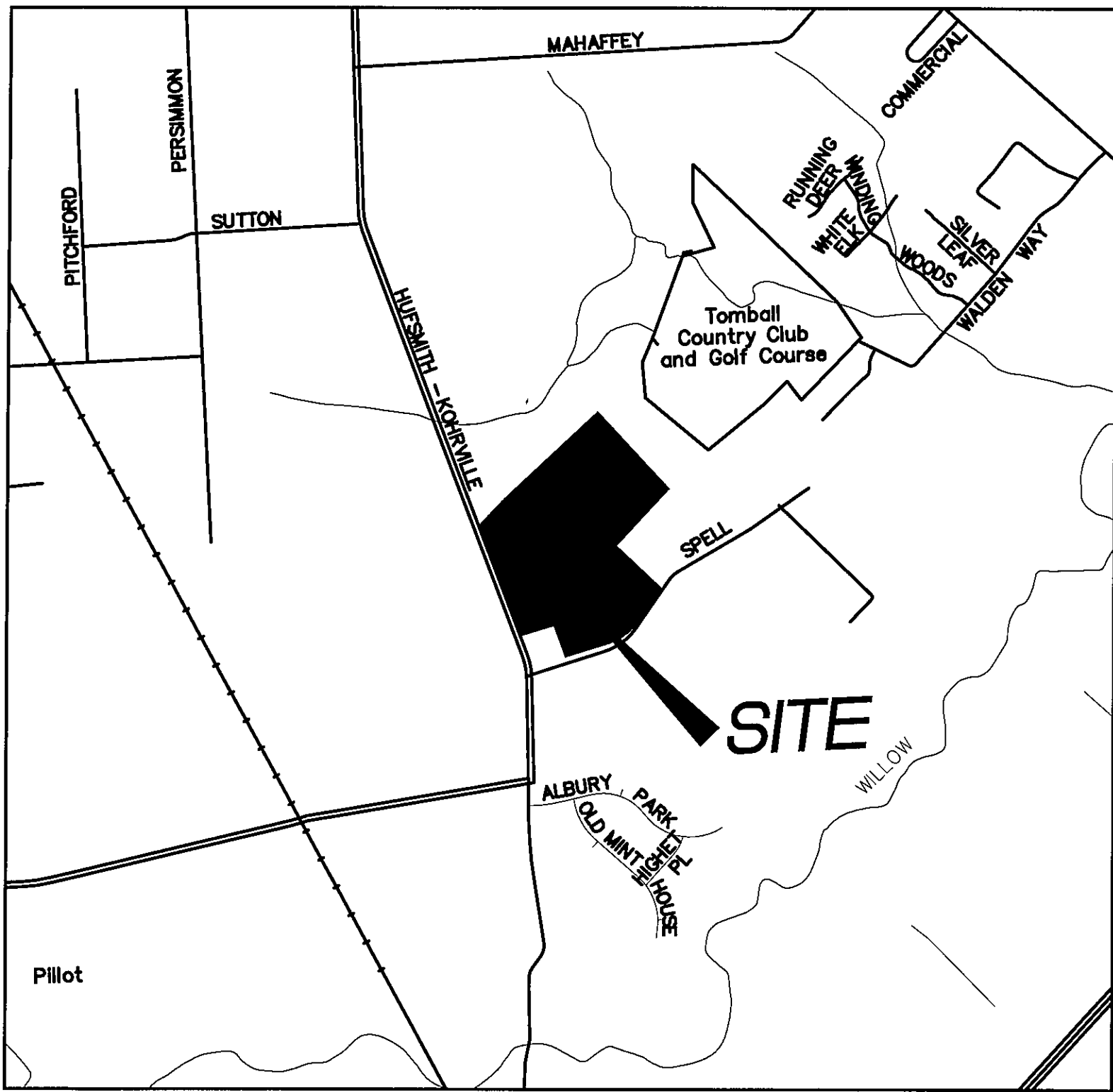
T. C. C. DEVELOPMENT, INC.
TOMBALL COUNTRY CLUB, INC.
JACK N. WARREN

REGISTERED

GARALD E. MUNGER, JR.

 CENTURY ENGINEERING, INC.
2020 & GEBBARD BLVD. HOUSTON, TEXAS 77058 (713) 790-9671

SHEET 2 OF 2



PROPOSED ANNEXATION – ALEXANDER ESTATES

Council approves annexation request on 6/16/14 by adopting Resolution and sets 7/7 and 7/14 as dates for public hearings (regular and Special Council meetings). Send to paper on 6/17 to run in paper on 6/23 (14 days' notice for 7/7 meeting) and again on 6/30 (14 days' notice for 7/14 meeting) – one Special Council meeting required on July 14, 2014, before Planning & Zoning meeting.

Publish Dates & Public Hearing Dates – Complete Annexation on 8/18/14	Publish Date	First Public Hearing at Regular Meeting	Publish Date	Second Public Hearing at Special Meeting	First Reading of Ordinance at Regular Meeting	Second Reading of Ordinance at Regular Meeting
Council approves annexation on 6/16 and sets dates for Public Hearings as 7/7 and 7/14:	6/23/2014	Regular Mtg 7/7/2014	6/30/2014	Special Mtg 5p before P&Z 7/14/2014	8/4/2014	8/18/2014
1 st public hearing to 1 st reading is 28 days total; 56 days to complete annexation	14 days' notice To paper 6/17 to run on 6/23 and 6/30		14 days' notice Reminder to paper 6/23 to run 6/30			
(42 days total from first publication notice to first reading)	(-42 days)	(-28 days) to 1st reading		(-21 days) to 1st reading	(Day 0)	(+14 days)

Page 61 of 144

Publication date – more than 10 days' notice, less than 20 days' notice for public hearings [LGC, Sec. 43.063(c)] – **14 days' notice for each P.H.**

Public hearings – more than 20 days, less than 40 days between first public hearing and first reading of ordinance per LGC, Sec. 43.063(a)

NOTE: MUST have a minimum of **21 days** between the **second public hearing and the first reading of the ordinance**. – **21 days**

MUST have NO MORE than **40 days** between the first public hearing and the first reading of the ordinance.—**35 days**

(We will set public hearing dates between 21 and 39 days)

Annexation must be completed within 90 days, beginning to end (LGC, Sec. 43.064) – from 6/2/14 request to second reading of ordinance. – **56 days**

City must give notice regarding intention to annex area 30 days before first public hearing to public and private entities – county, fire department, emergency services districts, utility companies [LGC, Sec. 43.062(b)] – **This requirement does not apply if we are annexing by petition.**

Resolution No. 2014-14 on the 6/16/14 agenda for Council to approve and to set public hearing and special Council meeting dates.

Regular City Council Agenda Item Data Sheet

Meeting Date: June 16, 2014

Topic:

Award Contract for Project #2014-05, Purchase of Gasoline and Diesel Fuel, to Sun Coast Resources, Inc.

Background:

In an effort to obtain commodities and services used on a continuous basis, the City routinely solicits bids to secure the most favorable pricing and service. The current City of Tomball contract for the purchase of gasoline and diesel fuel was executed in April 2010 for a two-year period, with the option to renew for two additional one-year periods. The current contract expired in April of 2014.

In addition to standard bid advertising, bid packets were mailed to seven vendors and three qualified bids were received. The City currently pays \$.0263 per gallon (above OPIS) for midgrade gasoline and \$.1173 per gallon (above OPIS) for off road diesel and highway diesel respectively. The bid pricing submitted by the recommended bidder is \$.0099 (above OPIS) for midgrade gasoline and \$.0124 (above OPIS) for off road diesel and highway diesel respectively.

Based upon our cumulative historical usage for all three fuel types, the recommended contract award will result in a projected cost savings of \$14,758.59 over the entire contract duration.

City staff recommends award of the contract to purchase gasoline and diesel fuel to Sun Coast Resources, Inc. for a two-year period, with the option to renew the differential rate for an additional two years. A copy of the bid tabulation sheet and the terms, conditions and specifications for Project No. 214-05 are attached for Council's review.

Origination:

Public Works and Finance Departments

Recommendation:

Staff recommends award of contract for Project #2014-05, Purchase of Gasoline and Diesel Fuel, to Sun Coast Resources, Inc.

Funding: Yes

Account Number: various departmental fuel supply accounts

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

Doris Speer, City Secretary

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

ATTACHMENTS:

Bid Tabulation Sheet

Project No. 2014-05 - Terms, Conditions and Specifications

City of Tomball Project 2014-05
Diesel Fuel and Gasoline
Bid tabulation

Bidder	Fuel Type	Price Differential Above or Below OPIS PAD3
Apache Oil company	Midgrade 89 Octane Gasoline	\$ +.05 / gal.
	TXLED High Sulfur Diesel	\$ +.10 / gal.
	TXLED Low Sulfur Diesel	\$ +.10 / gal.
A.J.Hurt, Inc. / dba Reladyne	Midgrade 89 Octane Gasoline	\$ +.0213 / gal.
	TXLED High Sulfur Diesel	\$ +.1163 / gal.
	TXLED Low Sulfur Diesel	\$ +.1163 / gal.
Sun Coast Resources, Inc.	Midgrade 89 Octane Gasoline	\$ +.0099 / gal.
	TXLED High Sulfur Diesel	\$ +.0124 / gal.
	TXLED Low Sulfur Diesel	\$ +.0124 / gal.

**CITY OF TOMBALL
PROJECT 2014-05
BID – DIESEL FUEL AND GASOLINE
DUE: 2:00 P.M., May 27, 2014**

TERMS, CONDITIONS, AND SPECIFICATIONS

The City of Tomball is accepting bids for the purpose of identifying a vendor to supply **#2 TXLED, High Sulphur Diesel Fuel, #2 TXLED Low Sulphur Diesel Fuel, and Reformulated Midgrade 89 Octane Gasoline** for use in City vehicles. Suppliers will be required to deliver requested orders to the **City of Tomball, Service Center, 501 James, Tomball, Texas 77375**.

The successful bidder shall furnish the necessary personnel, services, and facilities to provide and deliver fuels requested by the City. The fuels to be provided shall meet or exceed the specifications outlined in this bid package.

1. PREPARATION OF BIDS –

- a. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at bidder's risk.
- b. Each bidder shall furnish the information required on the City's bid form. Erasures or other changes must be initialed by the person signing the bid.
- c. Any bid not in complete compliance with stipulations and not submitted on the City of Tomball bid form will be rejected.

2. SUBMISSION OF BIDS –

Bids shall be enclosed in sealed envelopes, addressed to:

**Doris Speer, City Secretary
City of Tomball
401 Market Street
Tomball, Texas 77375
Project 2014-05 (DO NOT OPEN)**

3. LATE BIDS – Bids received after the time set for opening will not be considered.

4. AWARD OF CONTRACT –

- a. The contract will be awarded to that responsible bidder whose bid, conforming to these bid documents, will be most advantageous to the City of Tomball, price and other factors considered.

(1)

- b. All bidders reserve the right to submit an alternate bid for consideration by the City of Tomball. If an alternate bid is being submitted, complete specifications and/or terms must accompany bid at time of bid opening.
 - c. The City of Tomball reserves the right to accept, reject, or postpone any or all bids and to waive any irregularities in bidding.

- 5. **INSURANCE** – At any and all times during the term of this Contract, Contractor agrees to carry insurance at its own expense with responsible insurance companies acceptable to City of the types and in the minimum amounts set forth below. Unless prohibited by law, all policies of insurance held or obtained by Contractor and each sub-contractor, whether required by this Contract or not, shall be sufficiently endorsed to waive any and all claims by the underwriters or insurers against City, their officers, directors, agents, employees, and invitees, for injuries, death, losses and insurance damages covered by such policies. Contractor shall have its insurance underwater deposit with 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. Contractor will promptly following the execution of this Contract obtain from its insurers a Waiver of Subrogation against City, their officers, directors, agents, employees, and invitees.
 - a. **Workmen’s Compensation** – In accordance with the laws of the State of Texas.
 - 1. Employee’s Liability subject to a limit of not less than \$500,000.
 - b. **Comprehensive Automobile Liability** – With limits not less than \$500,000 Combined Single Limit per Occurrence for both Bodily Injury and Property Damage.
 - c. **Comprehensive General Liability** – Including Contractual and completed operations – products Liability and Independent Contractors Coverage with limits not less than \$1,000,000 Combined Single Limit Per Occurrence for both Bodily Injury and Property Damage. Also, the City of Tomball should be named as an additional insured on all contractors’ general liability policies.
 - d. Excess and umbrella liability insurance to cover excess damages of the specific coverages above, with a limit of not less than \$1,000,000.

- 6. **WARRANTIES** – The successful bidder agrees to replace any fuels not meeting City of Tomball specifications at no cost to the City. The successful bidder further agrees to repair and make whole all engine damage resulting from the placement of such fuels in City vehicles.

- 7. **LENGTH OF CONTRACT** – The length of this contract shall be two years from award date with an option to renew differential rate for an additional two years.

(2)

8. **SUBCONTRACTING** – No part of this bid shall be subcontracted to another party for furnishing gasoline or diesel fuel without the written approval of the City of Tomball.
9. **PRICES** – Bidders are required to bid a price differential above or below the average PAD3 report for Houston, Texas, published by the Oil Price Information Service. Pricing shall be based upon the bidder's price differential to the PAD3 effective on the day in which purchased fuel is received.
10. **PRICE DOCUMENTATION** – The successful bidder shall submit a letter along with each invoice for delivered fuel that includes the following:

#2 TXLED , High Sulphur Diesel Fuel, 40 Cetane Minimum

OPIS Average Price –Date of Delivery	\$X.XXX
Differential – Firm for term of contract	<u>X.XXX</u>
TOTAL PRICE PER GALLON	\$X.XXX

Midgrade Reformulated Gasoline 89 Octane

OPIS Average Price – Date of Delivery	\$X.XXX
Differential – Firm for term of contract	<u>X.XXX</u>
TOTAL PRICE PER GALLON	\$X.XXX

#2 TXLED, Low Sulphur Diesel Fuel

OPIS Average Price – Date of Delivery	\$X.XXX
Differential – Firm for term of contract	<u>\$X.XXX</u>
TOTAL PRICE PER GALLON	\$X.XXX

Attach to the letter a copy of the OPIS PAD3 report, (Date in which invoiced fuel was delivered to the City of Tomball). The letter shall be submitted to:

**Purchasing Agent
City of Tomball
501 James Street
Tomball, Texas 77375**

11. **DISTRIBUTING OFFICE** – Bidder shall have a local office within a 100-mile radius of the point of delivery, which shall be the Service Center, 501 James St., Tomball, Texas 77375.
12. **DELIVERY CHARGES** – No additional charge for the delivery of gasoline or diesel will be paid by the City of Tomball. All such charges must be calculated in the price differential and must include any freight charges. The City of Tomball will pay mandated State and Federal taxes and/or fees as required by law.

13. **DELIVERY AUTHORIZATION** – The successful bidder will be issued a purchase order with each load of fuel delivered. Orders will be placed by the Purchasing Agent by telephone. Site changes must be approved in writing by the Director of Public Works before any deliveries are made to other sites.
14. **DELIVERIES** – Deliveries of gasoline ordered shall be within one (1) working day following the placing of the order. Deliveries shall be completed between 7:45 A.M. and 3:30 P.M., Monday through Friday. Trucks making deliveries shall be equipped with proper ticket printers, meters, or State of Texas certified truck marking to assure accurate measure.
15. **QUALITY ASSURANCE** – The City of Tomball shall have the right upon each delivery of the gasoline or diesel or at any other time to determine compliance with such standards by performing tests in accordance with the methods prescribed by the American Society for Testing Materials (“ASTM”).

If the contractor questions or disputes the right of tests made by City of Tomball, the City shall have the right to appoint a chemist to make such tests as it may deem necessary. The expense of such tests shall be paid by the contractor if it is determined that any gasoline failed to satisfy the quality standards set forth herein; and shall be paid by the City of Tomball if it is determined that any gasoline or diesel satisfied such quality standards.
16. **MSDS** – The successful bidder must furnish the necessary material Safety Data Sheets for the products delivered.
17. **PAYMENT OF CONTRACT** – Payment will be processed from receipt of delivery ticket and invoice.

PROJECT 2014-05
Diesel Fuel and Gasoline
Due: 2:00 P.M., May 27, 2014

BID QUOTE SHEET

Please state your bid prices for #2, TXLED high sulphur diesel fuel, #2, TXLED low sulphur diesel fuel, and 89 Octane (Midgrade) Reformulated gasoline for the contract period of one year from contract award.

REFORMULATED MIDGRADE 89 OCTANE GASOLINE

Differential (Indicate + or -) \$ _____/gal.

#2, TXLED, HIGH SULPHUR DIESEL FUEL 40 CETANE MINIMUM

Differential (Indicate + or -) \$ _____/gal.

#2, TXLED, LOW SULPHUR DIESEL FUEL

Differential (Indicate + or -) \$ _____/gal.

DIFFERENTIAL TO REMAIN FIRM FOR A PERIOD OF TWO YEARS FROM CONTRACT AWARD WITH AN OPTION TO RENEW DIFFERENTIAL RATE FOR AN ADDITIONAL TWO YEARS.

PLEASE INDICATE BRAND OF GASOLINE/DIESEL BEING BID:

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

AUTHORIZED REPRESENTATIVE: _____

DATE: _____

Quote Sheet (continued)

The undersigned bidder's agent hereby proposes and agrees to furnish products or provide service in strict compliance with the specifications and conditions at the prices quoted. The bidder affirms that, to the best of his knowledge, the bid has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other bidders in award of this bid.

NOTE: No fax or telecopy will be accepted by the City of Tomball as a proposal for diesel fuel and gasoline.

Receipt is hereby acknowledged of the following addendum _____

DATE: _____

SIGNED: _____
(Title)

ACCEPTED AND APPROVED THIS _____ DAY OF _____, 2014.

BY: _____
George Shackelford
CITY MANAGER

Regular City Council Agenda Item Data Sheet

Meeting Date: June 16, 2014

Topic:

Approve **FIRST PRESBYTERIAN CHURCH OF TOMBALL**; A Subdivision of 2.7578 acres of land situated in the Joseph House Survey, Abstract No. 34, City of Tomball, Harris County, Texas; Being a Replat of Unrestricted Tract "B" and Lots 13, 14, 15, and 16, Block 3, Replat Revision 1, 9-29-78, Tomball Hills Addition, Volume 279, Page 111, M.R.H.C., 1 Lot, 1 Block.

- Conduct a Public Hearing regarding **FIRST PRESBYTERIAN CHURCH OF TOMBALL**

Background:

The Planning and Zoning Commission voted unanimously to approve the First Presbyterian Church of Tomball plat on Monday, June 9, 2014. The plat is now being presented to City Council for consideration.

Property Owner Notifications were sent to property owners located within the original subdivision and that are within 200 feet of the lots to be Replatted on May 22, 2014.

Notice of Public Hearing was published in the May 19, 2014 Tomball/Magnolia Tribune newspaper.

Origination:

Engineering and Planning

Recommendation:

Approval

Funding:

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

Brandy Pate Harbolt, Engineering and Planning

ACTION TAKEN

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

ATTACHMENTS:

Notice of Public Hearing

Property Owner Notification Letter

First Presbyterian Church of Tomball

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION
JUNE 9, 2014
&
CITY COUNCIL
JUNE 16, 2014**



Notice is Hereby Given that a Public Hearing will be held by the Planning & Zoning Commission of the City of Tomball on **Monday, June 9, 2014, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, June 16, 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 Planning & Zoning Commission and City Council will consider the following:

FIRST PRESBYTERIAN CHURCH OF TOMBALL: A Subdivision of 2.7578 acres of land situated in the Joseph House Survey, Abstract No. 34, City of Tomball, Harris County, Texas; Being a Replat of Unrestricted Tract B and Lots 13, 14, 15, & 16, Block 3, Replat – Revision 1 9-29-78, Tomball Hills Addition Volume 279, Page 111, M.R.H.C.

This Public Hearing will afford the Parties in Interest and give Citizens an opportunity to be heard. If the owners of at least 20% of the area of the lots or land immediately adjoining the area covered by the proposed change and extending 200 feet from the subject property protest in writing, prior to the close of the Planning and Zoning Commission Public Hearing, then the Replat must receive an affirmative vote of $\frac{3}{4}$ of the Commission members present to be approved.

The proposed Replat 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, Engineering Division office, located at 501 James Street, Tomball, TX 77375.

CERTIFICATION

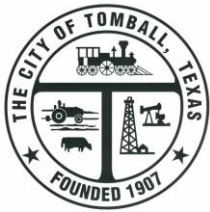
I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 5th of June 2014 by 4:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Brandy Harbolt

Brandy Harbolt

Senior Administrative Assistant

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



Notice of Public Hearing

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

PLAT DESCRIPTION: “FIRST PRESBYTERIAN CHURCH OF TOMBALL”: A Subdivision of 2.7578 Acres of land situated in the Joseph House Survey, Abstract No. 34, City of Tomball, Harris County, Texas; Being a Replat of Unrestricted Tract “B” and Lots 13, 14, 15, & 16, Block 3, Re Plat – Revision 1 9-29-78, Tomball Hills Addition, Volume 279, Page 111, M.R.H.C.

APPLICANT: HOVIS Surveying Co.

OWNER: First Presbyterian Church of Tomball

LOCATION: 30410 SH 249

This notice is being mailed to the owners of lots that are in the original subdivision and that are within 200 feet of the lots to be replatted, as such ownership appears on the last approved Harris County Appraisal District tax roll. Interested parties may appear and speak in opposition to or support of the plat or the staff recommendation at the meeting. Written comments may also be submitted for consideration.

This Public Hearing will afford the Parties in Interest and give Citizens an opportunity to be heard. If the owners of at least 20% of the area of the lots or land immediately adjoining the area covered by the proposed Replat and extending 200 feet from that area, but within the original subdivision, protest in writing, prior to the close of the Planning and Zoning Commission Public Hearing, then the Replat must receive an affirmative vote of $\frac{3}{4}$ of the Commission members present to be approved.

The proposed Replat 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 Engineering Division office, located at 501 James Street, Tomball, TX 77375.



STATE OF TEXAS
COUNTY OF HARRIS

We, First Presbyterian Church of Tomball, acting by and through Charles James Reinhartsen, Elder, being an officer of First Presbyterian Church of Tomball, Owners, hereinafter referred to as Owners of the 2.7578 acre tract described in the above and foregoing plat of FIRST PRESBYTERIAN CHURCH OF TOMBALL, do hereby make and establish said subdivision of said property according to all liens, dedications, restrictions, and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, watercourses, drains, easements, and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

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

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

IN TESTIMONY WHEREOF, the First Presbyterian Church of Tomball, has caused these presents to be signed by Charles James Reinhartsen, Elder, thereunto authorized, this 10th day of June, 2014.

First Presbyterian Church of Tomball

By: 
Charles James Reinhartsen, Elder

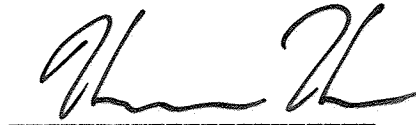
STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared, Charles James Reinhartsen, Elder of First Presbyterian Church of Tomball, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 10th day of June, 2014.


Lindsey Morgan Smith
My Commission Expires 01/16/2016
My Commission expires:

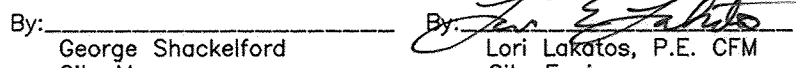
I, Harry H. Hovis IV, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than three-quarter inch (3/4") and a length of not less than three feet (3'), except where corners were found; and that the plat boundary corners have been tied to the Texas Coordinate System of 1983, South Central Zone.

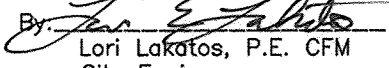

Harry H. Hovis IV
Texas Registration No. 4827

This is to certify that the Planning & Zoning Commission of the City of Tomball, Texas, has approved this plat and subdivision of FIRST PRESBYTERIAN CHURCH OF TOMBALL, in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorized the recording of this plat this ____ day of ____, 2014.

By: _____ By: _____
Barbara Tague Dorrell Roquemore
Chairman Vice Chairman

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

By: 
George Shackelford
City Manager

By: 
Lori Lakatos, P.E. CFM
City Engineer

This is to certify that the City accepts the Planning & Zoning Commission's authorized approval and acceptance of all of the dedicated public easements in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorized the recording of this plat this ____ day of ____, 2014.

By: _____ By: _____
Gretchen Fagan Doris Speer
Mayor City Secretary

I, Stan Stanart, County Clerk of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on ____ day of ____, 2014, at ____ o'clock ____ M., and duly recorded on ____ day of ____, 2014, at ____ o'clock ____ M., and at Film Code Number ____ of the Map Records of Harris County for said county.

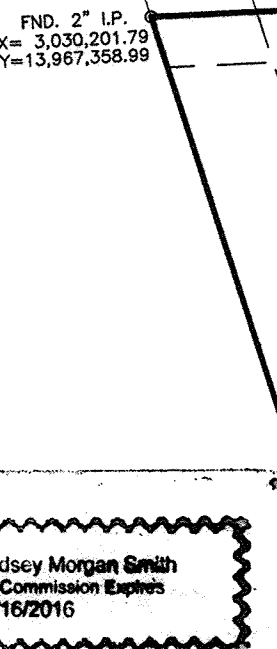
Witness my hand and seal of office, at Houston, the day and date last above written.

Stan Stanart
County Clerk
of Harris County, Texas

By: _____
Deputy

LINE	DISTANCE	BEARING
L1	18.24'	S 62°42'13" W
L2	3.42'	N 38°29'30" W
L3	55.00'	N 78°57'02" W

CURVE	RADIUS	DELTA	ARC	TANGENT	BEARING	CHORD
C1	25.00	65°21'39"	28.52	16.04	S 30°01'23" W	27.00
C2	400.00	12°50'23"	89.64	45.01	S 56°17'01" W	89.45



STATE HIGHWAY 249

RE PLAT-REVISION 1 9-29-78
TOMBALL HILLS ADDITION
VOLUME 279, PAGE 111 M.R.H.C.

BLOCK 3
LOT 5

LOT 1
BLOCK 1
2.7578 ACRES
120,130.67 SQUARE FEET

UNRESTRICTED TRACT B
RE PLAT-REVISION 1 9-29-78
TOMBALL HILLS ADDITION
VOLUME 279, PAGE 111 M.R.H.C.

HEIDI LANE (50' R.O.W.)
(VOLUME 279, PAGE 111 M.R.H.C.)

RE PLAT-REVISION 1 9-29-78
TOMBALL HILLS ADDITION
VOLUME 279, PAGE 111 M.R.H.C.

BLOCK 1
TRACT A-2
UNRESTRICTED

TRACT A-1
UNRESTRICTED

RE PLAT-REVISION 1 9-29-78
TOMBALL HILLS ADDITION
VOLUME 279, PAGE 111 M.R.H.C.

BLOCK 3
LOT 10

LOT 9

LOT 8

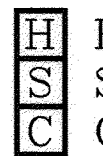
LOT 7

LOT 11

LOT 12

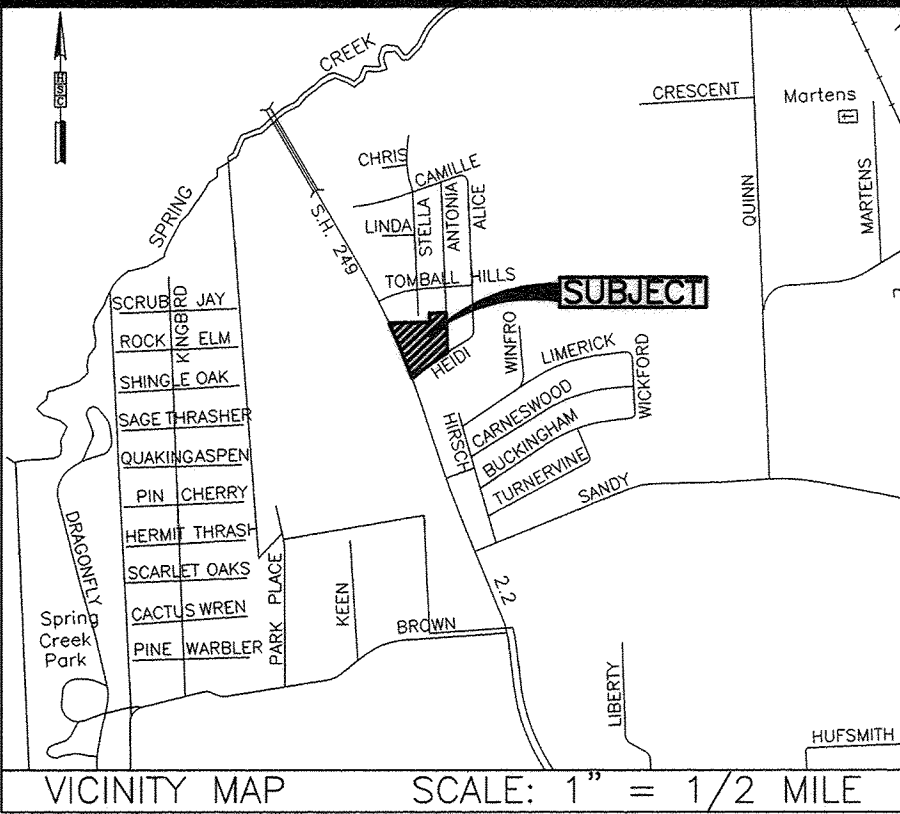
OWNER:
FIRST PRESBYTERIAN CHURCH OF TOMBALL
30410 TOMBALL PARKWAY
TOMBALL, TEXAS 77375
281-351-2199

PREPARED BY:

 HOVIS
SURVEYING
COMPANY

Land Surveys - Computer Mapping
5000 Cabbage - Spring, Texas 77379
(281) 320-9591
Acreage - Residential - Industrial - Commercial
Texas Firm Registration No. 10030400

DATE: MAY 27, 2014 SCALE: 1" = 30' JOB NO. 01-019-00



30 0 30 60 90 Feet
SCALE: 1" = 30'

NOTES

- All oil/gas pipelines or pipeline easements with ownership through the subdivision have been shown.
- All oil/gas wells ownership (plugged, abandoned and/or active) through the subdivision have been shown.
- No building or structure shall be constructed across any pipelines, building lines and/or easements. Building setback lines will be required adjacent to oil/gas pipelines. The setbacks at a minimum should be 15 feet off centerline of low pressure gas lines and 30 feet off centerline of high pressure gas lines.
- This plat does not attempt to amend or remove any valid covenants or restrictions.
- The building lines shown on this plat shall be in addition to and shall not limit or replace any building lines required by the City of Tomball Code of Ordinances at the time of the development of the property.
- Public easements denoted on this plat are hereby dedicated to the public forever. Any public utility, including the City of Tomball, shall have the right at all times, of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity of any time of procuring the permission of the property owner. Any public utility, including the City of Tomball, shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of the easements shown on this plat. Neither the City of Tomball nor any other public utility shall be responsible for any damages to property within an easement arising out of the removal or relocation of any obstruction in the public easement.
- According to FEMA Firm Map Number 48201C0230L, Panel Number 480315 0230 L, (Effective Date June 18, 2007), this property is in Zone "X" and is not in the 0.2% Annual Chance Flood Plain.
- Bearing orientation based on Texas State Plane Coordinate Grid System of 1983 (South Central Zone No. 4204), derived from CORS site R0D1.
- The coordinates shown hereon are Texas South Central Zone No. 4204 State Plane Grid Coordinates (NAD83) and may be brought to surface by applying the following combined scale factor: 0.98994931.
- B.L. indicates Building Line, COT U.E. indicates City of Tomball Utility Easement, F.C. indicates Film Code, U.E. indicates Utility Easement, STM. S.E. indicates Storm Sewer Easement, S.S.E. indicates Sanitary Sewer, Easement, W.L.E. indicates Water Line Easement.
- The square footage shown hereon is based on a mathematically closed figure and does not indicate the accuracy of the survey.
- Subject to Restrictive Covenants as set under Volume 279, Page 111 M.R.H.C. and H.C.C.F. Nos. F789599, 20060081319, 20090324634, 20090495103, 20090558756, 20120349463, 20120503302, 20120503304, 20120503305, 20120503316 & 20120510083.

FIRST PRESBYTERIAN CHURCH OF TOMBALL

A SUBDIVISION OF 2.7578 ACRES OF
LAND SITUATED IN THE JOSEPH HOUSE
SURVEY, ABSTRACT NO. 34, CITY OF
TOMBALL, HARRIS COUNTY, TEXAS
BEING A REPLAT OF UNRESTRICTED
TRACT "B" AND LOTS 13, 14, 15 & 16,
BLOCK 3,
RE PLAT-REVISION 1 9-29-78
TOMBALL HILLS ADDITION
VOLUME 279, PAGE 111 M.R.H.C.
1 LOT, 1 BLOCK

REASON FOR REPLAT: TO CREATE 1 LOT FOR CHURCH USE

Regular City Council Agenda Item Data Sheet

Meeting Date: June 16, 2014

Topic:

Approve Project Utility Adjustment Agreement Addendum with TxDOT and Zachry Odebrecht Parkway Builders, LLC. and Authorize City Manager to Execute Agreement

Background:

TxDOT and Zachry Odebrecht Parkway Builders, LLC. are constructing the Grand Parkway Segments F-1, F-2, and G.

The City has a waterline located along Boudreaux within an easement. This waterline needs to be relocated due to the ROW acquisition and construction of the Grand Parkway. This agreement is for a developer-managed project, which means that Zachry Odebrecht Parkway Builders, LLC has hired a consultant to design the utility relocation.

This design has been approved by the Engineering Division, who will monitor and inspect the waterline during construction to ensure it meets City standards.

Origination:

TxDOT and Zachry Odebrecht Parkway Builders, LLC.

Recommendation:

Engineering recommends approval

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:

Utility Adjustment Agreement Amendment

City of Tomball

UAAA 01

Package

Transmittal



Zachry Odebrecht Parkway Builders, LLC
222 Pennbright Drive, Suite 300
Houston, Texas 77090
Phone: 713-780-6008

Date: 05/XX/14 **Project:** Grand Parkway Segment F1, F2, G1, & G2 **Transmittal No.:** ZOPB-T-UT-0108

ATTN: Mark Johnson
Texas Department of Transportation
222 Pennbright Drive, Suite 310
Houston, TX 77090

RE: Submittal of UAAA — SH99-U-5006-A1 — City of Tomball

We are sending you:

Copies	Date	Description
1	05/XX/14	City of Tomball UAAA Package - TxDOT Copy
1	05/XX/14	City of Tomball UAAA Package - Owner Copy
1	05/XX/14	City of Tomball UAAA Package - ZOPB Copy
1	05/XX/14	City of Tomball UAAA Package - FTP: City of Tomball/Assembly UAAA 01

These are transmitted as checked below:

☒ For approval	☐ Approved as submitted	☐ Resubmit	☐ copies for approval
☐ For your use	☐ Approved as noted	☐ Submit	☐ copies for distribution
☐ As requested	☐ Returned for corrections	☐ Return	☐ corrected prints
☐ For review/comment	☐ Other		

Remarks: Attached is the submittal of the UAAA for City of Tomball Assembly No. SH99-U-5006-A1. Please reference the Table of Contents for a list of included items.

Copy to: Document Control

Signed _____

Emil Dzuik, Deputy Utility Manager

If enclosures are not as noted above, please notify us at once.

Utility Assembly Review Sheet

This sheet is required in accordance with Developer's Project Management Plan and is to be completed and included in each Utility Assembly Agreement prior to submittal to TxDOT. By signing this document, you acknowledge that its contents with respect to your discipline are in compliance with the requirements stated in the GP Comprehensive Development Agreement and all applicable documents referenced therein.

Utility Agreement Number: GP SH99-U-5006-A1

Utility Owner: City of Tomball

Title	Printed Name	Signature	Date
Utility Manager	Garrett Coffin		
Utility Design Coordinator	Vineeta Jayaram		
Quality Controller			

TABLE OF CONTENTS

UTILITY ADJUSTMENT AGREEMENT AMENDMENT SH99-U-5006-A1 City of Tomball

Section I.	Transmittal Memo
Section II.	Utility Assembly Checklist
Section III.	Utility Adjustment Agreement (UAAA) – Developer Managed
Section IV.	Exhibit A – Plans, Specs, Estimate
Section V.	Utility Joint Use Acknowledgement (ROW-U-JUAA)
Section VI.	Utility Construction Contract Statement of Work (ROW-U-48)
Section VII.	Utility Owner Affidavit of Property Interests (GP-U1A) & Easement Docs
Section VIII.	SH99 ROW Maps
Section IX.	UDC & UM No Conflict Sign-Off Forms
Section X.	Easement Quitclaim Commitment from Utility Company (ROW-N-30)

Section I.

Transmittal Memo

DATE: May 27, 2014
ATTN: Mark Johnson
REF: City of Tomball
Developer Managed Assembly Number SH99-U-5006-A1
Segment F1, F2, G1, and G2

Basic Information:

Please see Attachment A for conflict information.

Zachry Odebrecht Parkway Builders (ZOPB) is submitting the attached Utility Adjustment Agreement Amendment in compliance with the Development Agreement. The existing waterline is located on the west side of Rocky Road and crosses the Grand Parkway at approximately station 3036+44. The existing waterline is in conflict with proposed storm drain and does not comply with the UAR. In order to mitigate the conflict and maintain UAR compliance, a utility relocation is necessary. The waterline will require a vertical adjustment in order to mitigate the conflict with the storm drain. The waterline will also be encased under frontage roads in order to maintain UAR compliance.

Unique Characteristics:

The existing line is in an easement. Therefore, the eligibility ratio is 100%.

Betterment (if any):

There is no betterment by the utility owner.

Applicable Non-Utility Plans:

ZOPB has prepared the Traffic Control Plan (TCP) and Storm Water Pollution Prevention Plan (SWPPP) to address potential impacts from utility relocations/adjustments. See the TCP and SWPPP for details.

Schedule for Start Date & Approximate Duration:

The relocation will begin on or around June 23, 2014. The duration of the relocation will be approximately 30 days.

ZOPB recommends approval of this UAAA package. Both ZOPB and City of Tomball have executed the assembly.

Recommended for approval:

Garrett Coffin, Utility Manager

**Grand Parkway
Utility Conflict Matrix - REFERENCE ONLY**

**Grand Parkway
Utility Conflict Matrix - REFERENCE ONLY**

Utility Code	Along Roadway	Nearest Cross Streets		Location				Existing Utility Information					Proposed Method of Treatment
				Begin		End		Type	Size (in)	Material	Class	Description	
				Sta.	Offset	Sta.	Offset						
W2-2	Grand Parkway		Boudreaux Rd	3036+15	234 LT	3036+25	233 RT	Water	12	PVC		Crossing	Relocation

Section II.

GP TxDOT Checklist



GP-Checklist
Rev. 11/2012
Page 1 of 4

TxDOT
UTILITY ADJUSTMENT CHECKLIST
(To be included with submittal)

U-No.: SH99-U-5006-A1

Utility Owner Name: City of Tomball

County: Harris and Montgomery

Jurisdictions: Houston District

Estimated Dollar Amount of Utility Adjustment/Cost to Developer: \$31,117.00 / \$31,117.00

ROW CSJ No.: 3510-06-005, 3510-06-006, 3510-06-011, 3510-07-007

Construction CSJ No.: 0912-00-471

Section or Segment Number: Segments F1, F2, G1, and G2

☒ Actual Cost or ☐ Lump Sum (Check one)

Federal-Aid ROW Project No.: RW 3510-6-5, RW-3510-6-6, HP 2013(443)

Alternate Procedure Approval Date: 05/01/13, revised 09/27/13, revised 04/25/14

Highway Station Limits (To & From): US 290 to US 59

Description/Scope of Work:

1. Yes ☒ No ☐ N/A ☐ Approved & current ROW Maps on file with TxDOT?
2. Yes ☒ No ☐ N/A ☐ Is the Utility Adjustment within the Facility ROW limits or directly related to work required within Facility ROW limits?
3. Yes ☒ No ☐ N/A ☐ Are explanations and clarifications included in the transmittal to describe unique conditions affecting the Utility?
4. Yes ☒ No ☐ N/A ☐ Have (3) identical originals of the Utility Assembly with plans been submitted, of which one original should be color-coded?
5. Yes ☒ No ☐ N/A ☐ Has the Developer's Utility Design Coordinator located on the plans the major items of material listed on the estimate by scaling or stationing?
6. Yes ☒ No ☐ N/A ☐ Have the existing and proposed Utility facilities been plotted on the ROW map and attached with this submission?



7. Yes ☒ No ☐ N/A ☐ Have the Utility Adjustments been designed for the Proposed Configuration?
8. Yes ☒ No ☐ N/A ☐ Has the Utility Owner signed the plans for a Developer Managed (DM) PUAA/UAAA?
9. Yes ☐ No ☐ N/A ☒ Has the Utility Owner signed the plans for an Owner Managed (OM) PUAA/UAAA that allows for the Developer to design for the Utility Adjustment?
10. Yes ☐ No ☐ N/A ☒ If the agreed sum method has been marked, has a detailed, itemized estimate and matching plans been provided?
11. Yes ☒ No ☐ N/A ☐ Is the Utility consultant-engineering contract reviewed and approved by the Developer's Utility Manager (UM)?
12. Yes ☒ No ☐ N/A ☐ Are all forms submitted complete and correct for the situation/circumstance of the Utility Adjustment?
13. Yes ☒ No ☐ N/A ☐ Has the Statement Covering Utility Construction Contract Work (TxDOT Form ROW-U-48) been submitted for work completed by an owner-managed contractor?
14. Yes ☒ No ☐ N/A ☐ Is the Utility Assembly folded so as to fit into an 8.5" x 11" file?
15. Yes ☐ No ☒ N/A ☐ Are any of the proposed Utility facilities installed longitudinally inside the control of access, excluding areas near ramp terminals?
16. Yes ☐ No ☐ N/A ☒ Has Barlow's Formula information been submitted for unencased high-pressure pipelines? The following information is required to complete Barlow's formula. $S = \text{Yield Strength}$, $t = \text{Wall thickness}$, $D = \text{Outside Diameter}$, $F = \text{Design Factor}$. Maximum Operating Pressure must also be given and compared to the pressure calculated with Barlow's. The Barlow calculation must be shown with the submission.
17. Yes ☐ No ☐ N/A ☒ If the pipeline is unencased, is there adequate coating, wrapping and cathodic protection?
18. Yes ☒ No ☐ N/A ☐ Are replacement Utility ROW charges justified and supported?
19. Yes ☒ No ☐ N/A ☐ If yes to #18, is an affidavit and an ownership instrument (i.e. easement, license or deed) included?



GP-Checklist
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20. Yes ☒ No ☐ N/A ☐ Do Utility Adjustment plans demonstrate Utility Accommodation Rules compliance, including minimum depth of cover from proposed grade and casing requirements?
21. Yes ☒ No ☐ N/A ☐ Is the proposed Utility Adjustment shown on the plans with stationing and offsets from centerline, edge of pavement, or ROW lines?
22. Yes ☒ No ☐ N/A ☐ Are backfill requirements met?
23. Yes ☐ No ☐ N/A ☒ Is a schedule of work provided by/required of the Utility Company if the Utility Adjustment is large and complex?
24. Yes ☐ No ☒ N/A ☐ Is a Betterment credit applicable?
25. Yes ☐ No ☐ N/A ☒ If yes to #24, is the credit calculated and applied properly?
26. Yes ☐ No ☒ N/A ☐ Is accrued depreciation credit applicable?
27. Yes ☐ No ☐ N/A ☒ If accrued depreciation is applicable, is credit applied properly?
28. Yes ☐ No ☒ N/A ☐ Is salvage credit applicable?
29. Yes ☐ No ☐ N/A ☒ If salvage credit applicable, is the credit applied properly?
30. Yes ☒ No ☐ N/A ☐ Are overheads and loadings checked for reasonableness?
31. Yes ☒ No ☐ N/A ☐ Are cost estimate extensions checked?
32. Yes ☐ No ☐ N/A ☒ Is a correct & recorded Quitclaim Deed (TxDOT Form ROW-N-30) submitted, if required?
33. Yes ☒ No ☐ N/A ☐ Has a recommendation for approval been stated on the transmittal memorandum?
34. Yes ☒ No ☐ N/A ☐ Is the Utility Adjustment in only one jurisdiction?
35. Yes ☐ No ☐ N/A ☒ If the Utility Adjustment is in more than one jurisdiction, have the percentages in each jurisdiction been detailed in the transmittal memorandum?
36. Yes ☒ No ☐ N/A ☐ Are the sign-off forms attached?
37. Yes ☒ No ☐ N/A ☐ Have the plans for the Utility Adjustment been sealed by a Registered Professional Engineer?



GP-Checklist
Rev. 11/2012
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Prepared by: _____
Utility Design Coordinator

Approved by: _____
Utility Manager

Recommended for Approval by: _____
Quality Control

Date: _____

Comments:

Section III.

UAAA

County: Harris and Montgomery
Highway: SH 99 Segments F1, F2, G1, G2
Limits: US 290 to US 59
Fed. Proj. No.: RW 3510-6-5
RW 3510-6-6
HP 2013(443)
ROW CSJ No.: 3510-06-005
3510-06-006
3510-06-011
3510-07-007
Const. CSJ No.: 0912-00-471

UTILITY ADJUSTMENT AGREEMENT AMENDMENT (Developer Managed)

(Amendment No. A1 to Agreement No.: SH99-U-5006)

THIS AMENDMENT TO PROJECT UTILITY ADJUSTMENT AGREEMENT (this "Amendment"), by and between Zachry-Odebrecht Parkway Builders, a Texas joint venture, hereinafter identified as the "**Developer**", and City of Tomball, hereinafter identified as the "**Owner**", is as follows:

WITNESSETH

WHEREAS, the STATE of TEXAS, acting by and through the Texas Department of Transportation, hereinafter identified as "TxDOT", proposes to construct the toll project identified above (the "Project", as more particularly described in the "Original Agreement", defined below); and

WHEREAS, pursuant to that certain Comprehensive Development Agreement ("CDA") by and between TxDOT and the Developer with respect to the Project, the Developer has undertaken the obligation to design, construct, and potentially maintain the Project, including causing the removal, relocation, or other necessary adjustment of existing utilities impacted by the Project (collectively, "Adjustment"); and

WHEREAS, the Owner and Developer are parties to that certain executed Project Utility Adjustment Agreement designated by the "Agreement No." indicated above, as amended by previous amendments, if any (the "Original Agreement"), which provides for the adjustment of certain utilities owned and/or operated by the Owner (the "Utilities"); and

WHEREAS, the parties are required to utilize this Amendment form in order to modify the Original Agreement to add the adjustment of Owner facilities not covered by the Original Agreement; and

WHEREAS, the parties desire to amend the Original Agreement to add additional Owner utility facility(ies), on the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the agreements contained herein, the parties hereto agree as follows:

1. **Amendment.** The Original Agreement is hereby amended as follows:

1.1 **Plans.**

(a) The description of the Owner Utilities and the proposed Adjustment of the Owner Utilities in the Original Agreement is hereby amended to add the following utility

facility(ies) ("Additional Owner Utilities") and proposed Adjustment(s) to the Owner Utilities described in the Original Agreement *[insert below a description of the affected facilities (by type, size and location) as well as a brief description of the nature of the Adjustment work to be performed (e.g., "adjust 12" waterline from approximately Highway Station 100+00 to approximately Highway Station 200+00) adjustment of water facilities from approximately Highway station 2438+00 to approximately Highway Station 4441 + 00 (Highway 290 to Highway 59)]*; and

- (b) The Plans, as defined in Paragraph 1 of the Original Agreement, are hereby amended to add thereto the plans, specifications and cost estimates attached hereto as Exhibit A.
- (c) The Plans attached hereto as Exhibit A, along with this Amendment, shall be submitted upon execution to TxDOT in accordance with Paragraph 2 of the Original Agreement, and Paragraph 2 shall apply to this Amendment and the Plans attached hereto in the same manner as if this Amendment were the Original Agreement. If the Owner claims an Existing Interest for any of the Additional Owner Utilities, documentation with respect to such claim shall be submitted to TxDOT as part of this Amendment and the attached Plans, in accordance with Paragraph 15(a) of the Original Agreement.

1.2 **Reimbursement of Owner's Indirect Costs.** For purposes of Paragraph 6 of the Original Agreement, the following terms apply to the Additional Owner Utilities and proposed Adjustment:

- (a) Developer agrees to reimburse the Owner its share of the Owner's indirect costs (e.g., engineering, inspection, testing, ROW) as identified in Exhibit A. When requested by the Owner, monthly progress payments will be made. The monthly payment will not exceed 80% of the estimated indirect work done to date. Once the indirect work is complete, final payment of the eligible indirect costs will be made. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.
- (b) The Owner's indirect costs associated with Adjustment of the Owner Utilities shall be developed pursuant to the method checked and described below *[check only one box]*:
 - ☒ (1) Actual related indirect costs accumulated in accordance with (i) a work order accounting procedure prescribed by the applicable Federal or State regulatory body, or (ii) established accounting procedure developed by the Owner and which the Owner uses in its regular operations (either (i) or (ii) referred to as "Actual Cost") or,
 - ☐ (2) The agreed sum of \$_____ ("Agreed Sum") as supported by the analysis of the Owner's estimated costs attached hereto as part of Exhibit A.

1.3 **Advancement of Funds by Owner for Construction Costs.**

- (a) Advancement of Owner's Share, if any, of Estimated Costs
Exhibit A shall identify all estimated engineering and construction-related costs, including labor, material, equipment and other miscellaneous construction items. Exhibit A shall also identify the Owner's and Developer's respective shares of the estimated costs.
The Owner shall advance to the Developer its allocated share, if any, of the estimated costs for construction and engineering work to be performed by Developer, in accordance with the following terms:

- ☒ The adjustment of the Owner's Utilities does not require advancement of funds.
- ☐ The adjustment of the Owner's Utilities does require advancement of funds and the terms agreed to between the Developer and Owner are listed below.

[Insert terms of advance funding to be agreed between Developer and Owner.]

(b) Adjustment Based on Actual Costs or Agreed Sum

[Check the one appropriate provision, if advancement of funds is required]:

- ☐ The Owner is responsible for its share of the Developer actual cost for the Adjustment, including the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Amendment, (i) the Owner shall pay to the Developer the amount, if any, by which the actual cost of the Betterment (as determined in Paragraph 9(b)) plus the actual cost of Owner's share of the Adjustment (based on the allocation set forth in Exhibit A) exceeds the estimated cost advanced by the Owner, or (ii) the Developer shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable.
- ☐ The Agreed Sum is the agreed and final amount due for the Adjustment, including any Betterment, under this Amendment. Accordingly, no adjustment (either up or down) of such amount shall be made based on actual costs.

1.4 **Reimbursement of Owner's Indirect Costs.** For purposes of Paragraph 6 of the Original Agreement, the following terms apply to the Additional Owner Utilities and proposed Adjustment:

- (a) Developer agrees to reimburse the Owner its share of the Owner's indirect costs (e.g., engineering, inspection, testing, ROW) as identified in Exhibit A. When requested by the Owner, monthly progress payments will be made. The monthly payment will not exceed 80% of the estimated indirect work done to date. Once the indirect work is complete, final payment of the eligible indirect costs will be made. Intermediate payments shall not be construed as final payment for any items included in the intermediate payment.
- (b) The Owner's indirect costs associated with Adjustment of the Owner Utilities shall be developed pursuant to the method checked and described below *[check only one box]*:

- ☒ (1) Actual related indirect costs accumulated in accordance with (i) a work order accounting procedure prescribed by the applicable Federal or State regulatory body, or (ii) established accounting procedure developed by the Owner and which the Owner uses in its regular operations (either (i) or (ii) referred to as "Actual Cost") or,
- ☐ (2) The agreed sum of \$_____ ("Agreed Sum") as supported by the analysis of the Owner's estimated costs attached hereto as part of Exhibit A.

1.5 **Responsibility for Costs of Adjustment Work.** For purposes of Paragraph 4 of the Original Agreement, responsibility for the Agreed Sum or Actual Cost, as applicable, of all Adjustment work to be performed pursuant to this Amendment shall be allocated between the Developer and the Owner as identified in Exhibit A hereto and in accordance with §203.092, Texas Transportation Code. An allocation percentage may be determined by application of an Eligibility Ratio, if appropriate, as detailed in Exhibit A, provided however, that any portion of an Agreed Sum or Actual Cost attributable to Betterment shall be allocated 100% to the Owner in accordance with Paragraph 9 of the Original Agreement.

1.6 **Betterment.**

- (a) Paragraph 9(b) (Betterment and Salvage) of the Original Agreement is hereby amended to add the following *[Check the one box that applies, and complete if appropriate]*:

- ☒ The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, does not include any Betterment.
- ☐ The Adjustment of the Additional Owner Utilities, pursuant to the Plans as amended herein, includes Betterment to the Additional Owner Utilities by reason of *[insert explanation, e.g. "replacing 12" pipe with 24" pipe]'*: _____. The Developer has provided to the Owner comparative estimates for (i) all work to be performed by the Developer pursuant to this Amendment, including work attributable to the Betterment, and (ii) the cost to perform such work without the Betterment, which estimates are hereby approved by the Owner. The estimated cost of the Developer work under this Amendment which is attributable to Betterment is \$_____, calculated by subtracting (ii) from (i). The percentage of the total cost of the Developer work under this Amendment which is attributable to Betterment is _____ %, calculated by subtracting (ii) from (i), which remainder is divided by (i).

- (b) If the above Paragraph 1.6(a) identifies Betterment, the Owner shall advance to the Developer, at least **fourteen (14) days** prior to the date scheduled for commencement of construction for Adjustment of the Additional Owner Utilities, the estimated cost attributable to Betterment as set forth in Paragraph 1.6(a) of this Amendment. If the Owner fails to advance payment to the Developer on or before the foregoing deadline, the Developer shall have the option of commencing and completing (without delay) the Adjustment work without installation of the applicable Betterment. *[Check the one appropriate provision]*:

- ☐ The estimated cost stated in Paragraph 1.6(a) of this Amendment is the agreed and final amount due for Betterment under this Amendment, and accordingly no adjustment (either up or down) of such amount shall be made based on actual costs.
- ☐ The Owner is responsible for the Developer Actual Cost for the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Amendment, (i) the Owner shall pay to the Developer the amount, if any, by which the actual cost of the Betterment (determined as provided below in this paragraph) exceeds the estimated cost advanced by the Owner, or (ii) the Developer shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable. Any additional payment by the Owner shall be due within **sixty (60) days** after the Owner's receipt of the Developers invoice therefor, together with supporting documentation; any refund shall be due within **sixty (60) days** after completion of the Adjustment work under this Amendment. The Actual Cost of Betterment incurred by the Developer shall be calculated by multiplying (i) the Betterment percentage stated in Paragraph 1.6(a) of this Amendment, by (ii) the Actual Cost of all work performed by the Developer pursuant to this Amendment (including work attributable to the Betterment), as invoiced by the Developer to the Owner.

- (c) The determinations and calculations of Betterment described in this Amendment shall exclude right-of-way acquisition costs. Betterment in connection with right-of-way acquisition is addressed in Paragraph 15 of the Original Agreement.

1.7 **Miscellaneous.**

- (a) Owner and Developer agree to refer to this Amendment, designated by the “Amendment No.” and “Agreement Number” indicated on page 1 above, on all future correspondence regarding the Adjustment work that is the subject of this Amendment and to track separately all costs relating to this Amendment and the Adjustment work described herein.
- (b) *[Include any other proposed amendments allowed by applicable law.]*

2. **General.**

- (a) All capitalized terms used in this Amendment shall have the meanings assigned to them in the Original Agreement, except as otherwise stated herein.
- (b) This Amendment may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one and the same instrument.
- (c) Except as amended hereby, the Original Agreement shall remain in full force and effect. In no event shall the responsibility, as between the Owner and the Developer, for the preparation of the Plans and the Adjustment of the Owner Utilities be deemed to be amended hereby.
- (d) This Amendment shall become effective upon the later of (a) the date of signing by the last party (either the Owner or the Developer) signing this Amendment, and (b) the completion of TxDOT’s review and approval as indicated by the signature of TxDOT’s representative, below.

[SIGNATURES APPEAR ON THE NEXT PAGE.]

APPROVED BY:

**TEXAS DEPARTMENT OF
TRANSPORTATION**

CITY OF TOMBALL



By: _____
Authorized Signature

Printed
Name: _____

Title: _____

Date: _____

By: _____
Duly Authorized Representative

Printed
Name: _____

Title: _____

Date: _____

DEVELOPER

By: _____
Duly Authorized Representative

Printed
Name: _____

Title: _____

Date: _____

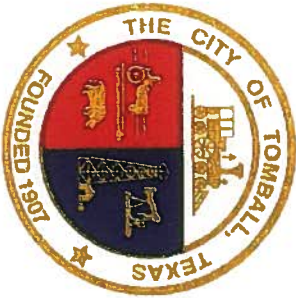
Section IV.

Exhibit A

Plans

Material Specs

Cost Estimate



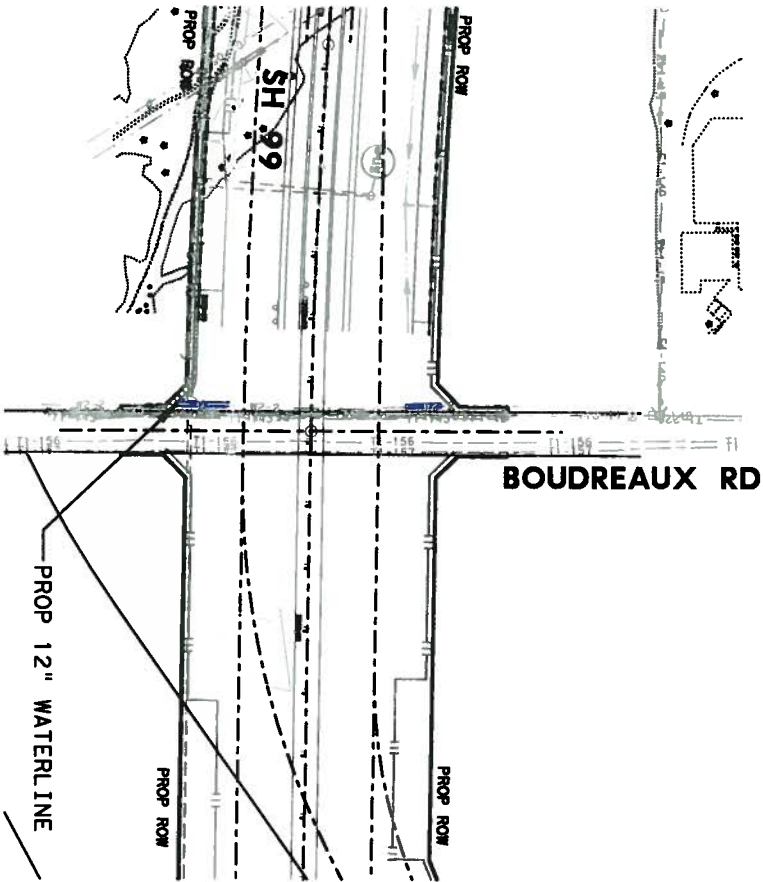
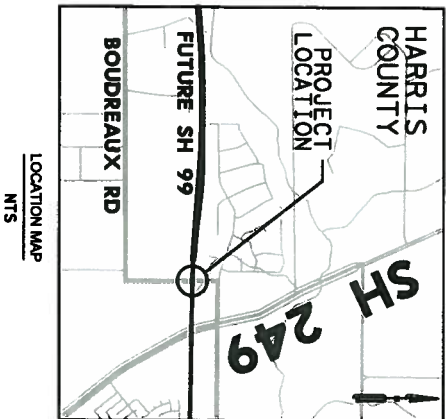
NOTE:
ALL VALVES TO BE RIGHT
HAND THREAD (TURN
CLOCKWISE TO CLOSE)
REFER TO COT WA-16

PROPOSED WATER LINE
GRAND PARKWAY – SEGMENT F2
AT SH 99 AND BOUDREAUX RD

CCSJ: 0912-00-471
RCSJ: 3510-06-005
U# SH99-U-5006
CONFLICT CODES: W2-2

SHEET NO.	DESCRIPTION
1	COVER SHEET
2-3	GENERAL NOTES
4	SUMMARY OF QUANTITIES
5	WATER DETAILS
6	LEGEND SHEET
7	PLAN AND PROFILE SHEETS

KEY MAP: 288-Y
HARRIS COUNTY, TEXAS



REVIEWED AND APPROVED
FOR CONSTRUCTION BY:
CITY ENGINEER
CITY OF TOMBALL
LORI LAKATOS, P.E.
DATE:

APPROVED BY:
UTILITY DESIGN COORDINATOR
ZACHRY ODEBRECHT PARKWAY BUILDERS
VINEETA JAYARAM, P.E.
DATE:

APPROVED BY:
TASK MANAGER
COBBFENDLEY
MAHMOUD SALEHI, P.E.
DATE:

ONE-CALL NOTIFICATION SYSTEM
CALL BEFORE YOU DIG III
811

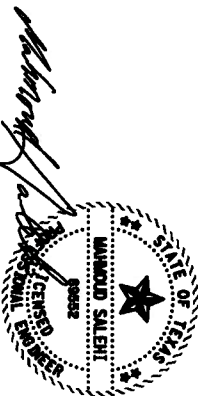
NOTE: DRAWINGS WERE DEVELOPED
FROM PLANS PROVIDED BY ZOPB
ON OR BEFORE 1/29/2014

CONTRACTOR TO COORDINATE
CONSTRUCTION WITH ZOPB AND
TXDOT

FIELD CONDITIONS IN WORK
AREA CHANGE DAILY

NO.	DESCRIPTION	DATE
1	AFC SUBMITTAL	28JAN14
A	100% UTILITY DESIGN	31OCT13
	ISSUE RECORD	

2014.01.29 13:38:49 -06:00



PLANS PREPARED BY
CobbFendley
TBE Firm Registration No. 274
TBE's Firm Registration No. 10047
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
713.462.3242 | fax 713.462.3282 | www.cobbhendley.com

- GENERAL CONSTRUCTION NOTES**
1. CONTRACTOR SHALL CONTACT THE CITY OF TOMBALL A MINIMUM OF 48 HOURS PRIOR TO BEGINNING ANY WORK.
 2. CONTRACTOR SHALL ADEQUATELY PROTECT EXISTING STRUCTURES, UTILITIES, TREES, SHRUBS AND OTHER PERMANENT OBJECTS.
 3. 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.
 4. 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.
 5. ANY AREA OF GRASS, WHICH IS DISTURBED OR DUG UP DURING THE CONSTRUCTION, SHALL BE REPLACED WITH ST AUGUSTINE SOD OR GRASS THAT MATCHES THE GRASS REMOVED. SEE SPECIFICATIONS.
 6. 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.
 7. ALL EXCAVATION AREAS MUST BE COMPLETELY CORDONED 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.
 8. EXISTING PAVEMENTS, CURBS, SIDEWALKS, DRIVEWAYS AND LANDSCAPING DAMAGED OR REMOVED DURING CONSTRUCTION BY THE CONTRACTOR SHALL BE REPLACED BY THE CONTRACTOR AT HIS EXPENSE.
 9. WHEN ANY STREET OR ANY SECTION OF A STREET IS CLOSED, THE CONTRACTOR SHALL FURNISH AND MAINTAIN ADEQUATE BARRICADES, WARNING AND DIRECTING 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.
 10. CONTRACTOR SHALL MAINTAIN AT LEAST ONE LANE OF TRAFFIC IN EACH DIRECTION DURING WORKING HOURS.
 11. OFF-DUTY UNIFORMED POLICE OFFICER(S) ARE REQUIRED TO DIRECT TRAFFIC WHERE TRAFFIC LANES ARE BLOCKED.
 12. CONTRACTOR SHALL PROVIDE THE CITY OF TOMBALL ONE SET OF (RECORD) DRAWINGS AS PER SPECIFICATIONS.
 13. ALL EXISTING UNDERGROUND UTILITIES ARE NOT GUARANTEED TO BE COMPLETED OR DEFINITE, BUT WERE OBTAINED FROM THE BEST INFORMATION AVAILABLE. CONTRACTOR HAS SOLE RESPONSIBILITY FOR FIELD VERIFICATION OF ALL EXISTING FACILITIES SHOWN ON DRAWINGS. CONTRACTOR SHALL COORDINATE ALL CONFLICTS WITH THE APPROPRIATE GOVERNING AGENCY.
 14. 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 800-669-8344 OR 800-344-8377 AT LEAST 48 HOURS BEFORE COMMENCING WORK. THE CONTRACTOR IS FULLY RESPONSIBLE FOR ANY AND ALL DAMAGES WHICH OCCUR DUE TO HIS FAILURE TO REQUEST THE LOCATION AND PRESERVATION OF THESE UNDERGROUND FACILITIES. FOR NATURAL GAS CALL CITY OF TOMBALL (281) 351-5484 OR 800-344-8377.
 15. CONTRACTOR SHALL COMPLY WITH OSHA REGULATIONS AND STATE OF TEXAS LAW CONCERNING EXCAVATION, TRENCHING AND SHORING AS SPECIFIED.
 16. 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/HCFCD, AND IN COMPLIANCE WITH THE NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) REQUIREMENTS.
 17. EXISTING PAVEMENTS, CURBS, SIDEWALKS AND DRIVEWAYS DAMAGED OR REMOVED DURING CONSTRUCTION SHALL BE REPLACED TO THE ORIGINAL OR BETTER CONDITIONS.
 18. 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 CONSTRUCTION ACTIVITIES.
 19. 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.
 20. 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.

- GENERAL CONSTRUCTION NOTES, CONTINUED**
21. ALL EXCESS DIRT FROM EXCAVATION SHALL BE DISPOSED OF OFFSITE BY CONTRACTOR AT NO EXTRA PAY.
 22. CONTRACTOR TO BE RESPONSIBLE FOR OBTAINING ALL REQUIRED CONSTRUCTION PERMITS INCLUDING HARRIS COUNTY, TxDOT AND CITY OF TOMBALL.
 23. 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.
 24. 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 1910.190(L) AND PART 1926.440(A)(5) 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.
 25. CONTRACTOR SHALL NOTIFY THE UTILITY COORDINATING COMMITTEE AT PHONE NUMBERS 800-669-8344 OR 800-344-8377 AND THE CITY OF TOMBALL AT 281-351-5484 AT LEAST 48 HOURS PRIOR TO EVACUATING.
 26. 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.
 27. CONTRACTOR IS RESPONSIBLE FOR HORIZONTAL AND VERTICAL CONTROL. REFERENCE POINTS AND CONSTRUCTION STAKING IS INCIDENTAL TO THE PROJECT.
 28. PUBLIC EASEMENTS DENOTED 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 PROHIBING THE REMISSION OF THE PROPERTY OWNER ANY PUBLIC UTILITY INCLUDING THE CITY OF TOMBALL, SHALL HAVE THE RIGHT TO MOVE AND KEEP MOVED ALL OR PART OF ANY BUILDING, FENCES, TREES, SHRUBS, OTHER GROWTHS OR IMPROVEMENTS THAT IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY OF THE EASEMENTS SHOWN ON THIS PLAN. NEITHER THE CITY OF TOMBALL NOR ANY OF THE PUBLIC UTILITY SHALL BE RESPONSIBLE FOR THE REPLACING OR REIMBURSING THE PROPERTY OWNER DUE TO REMOVAL OR RELOCATION OF ANY OBSTRUCTION ON THE PUBLIC EASEMENTS.
 29. SIDEWALKS ARE REQUIRED IN ACCORDANCE WITH CHAPTER 70, SECTION 70-35(I), THE COMPREHENSIVE PLAN ADOPTED DECEMBER 2009, AND THE LIVABLE CENTERS STUDY, ADOPTED SEPTEMBER 2009.
 30. BACKFILLING AND CLEAN-UP SHALL IMMEDIATELY FOLLOW PIPE LAYING OPERATION. PIPE LAYING SHALL BE SUSPENDED IF CLEAN-UP IS NOT SATISFACTORY.
 31. NOTIFY ALL PROPERTY OWNERS A MINIMUM OF TWENTY-FOUR (24) HOURS PRIOR TO BLOCKAGE OF DRIVEWAYS OR ENTERING OF UTILITY EASEMENTS.
 32. THE CONTRACTOR WILL BE RESPONSIBLE TO MAINTAIN AN UPDATED REDLINED "AS BUILT" SET OF PLANS ON SITE.
 33. ALL EXISTING VALVES AND HYDRANTS SHALL BE SALVAGED AND RETURNED TO THE OWNER.
 34. CONTRACTOR IS REQUIRED TO PREPARE AND IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION PLAN (SWPPP) IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS AND CDA CONTRACT DOCUMENTS. CONTRACTOR SHALL KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CURVERTS AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
- WATERLINE CONSTRUCTION NOTES**
1. ALIGNMENT, CENTERLINE CURVE DATA, AND STATIONING TO BE DETERMINED FROM APPROVED AND/OR RECORDED SUBDIVISION OR ROAD RIGHT-OF-WAY PLAT.
 2. ALL WATERLINE CONSTRUCTION TO BE ACCOMPLISHED IN ACCORDANCE WITH THE LATEST EDITION OF THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY RULES AND REGULATIONS FOR PUBLIC WATER SYSTEMS.
 3. ALL WATERLINES TO BE LOCATED INSIDE PUBLIC ROAD RIGHTS-OF-WAY AND PUBLIC EASEMENTS. CITY REPRESENTATIVE TO INSPECT & APPROVE PRIOR TO BACKFILL.
 4. ALL WATER MAINS TO BE CLASS 150 (DR-18) PVC (AWWA C-900).
 5. TWELVE (12) INCH OR SMALLER WATERMAINS TO HAVE A MINIMUM COVER OF FOUR (4) FEET. VARY FLOW LINE UNIFORMLY FROM DEPTH AND LOCATION SHOWN IN PLANS.
 6. WATERLINE FITTINGS TO BE CAST IRON DUCTILE IRON WITH POLYETHYLENE WRAP AS SPECIFIED UNLESS OTHERWISE NOTED.
 7. MAINTAIN 12-INCH MINIMUM CLEARANCE AT CROSSINGS BETWEEN ALL WATERLINES AND ALL UTILITIES INCLUDING STORM SEWERS AND CULVERTS UNLESS OTHERWISE NOTED.
 8. WATERLINES SHALL BE SAND-BEDDED AS SHOWN IN THE CITY OF TOMBALL DETAILS (COT-WA-02). ALL WATERLINES TO BE INSPECTED BY CITY OF TOMBALL PRIOR TO BACKFILL.
 9. WATERLINE TRENCHES UNDER OR WITHIN ONE (1) FOOT OF PROPOSED OR FUTURE PAVEMENT SHALL BE BACKFILLED PER THE CITY OF TOMBALL DETAILS (COT-WA-02).
 10. ALL 2" THRU 12" GATE VALVES FOR THIS PROJECT SHALL BE IN ACCORDANCE WITH AWWA C509 AND BE MANUFACTURED BY MUELLER, AMERICAN-DARLING, OR APPROVED EQUAL RESISTANT SEAT GATE VALVES AND SHALL OPEN IN A COUNTER CLOCKWISE DIRECTION ONLY. VALVES ON ALL TAPPING SLEEVES ARE TO BE OF THE SAME TYPE.

- WATERLINE CONSTRUCTION NOTES, CONTINUED**
11. VALVES TO BE LOCATED OPPOSITE PROPERTY CORNER WHERE APPROPRIATE.
 12. ALL VALVE BOXES SHALL BE ADJUSTED TO FINISHED GRADE AFTER PAVING IS COMPLETE.
 13. ALL FIRE HYDRANTS SHALL BE MANUFACTURED BY MUELLER OR AMERICAN-DARLING, EQUIP EACH FIRE HYDRANT WITH TWO (2) TWO AND ONE HALF (2 1/2) INCH NOMINAL INSIDE DIAMETER HOSE NOZZLES AND ONE (1) FOUR AND ONE HALF (4 1/2) INCH NOMINAL INSIDE DIAMETER PUMPER NOZZLE WITH NATIONAL STANDARD THREADS ON EACH NOZZLE. SUPPLY STORZ CONNECTOR & PRESSURE CAP FOR PUMPER NOZZLE.
 14. CONTRACTOR SHALL PROVIDE ADEQUATE THRUST BLOCKING TO WITHSTAND TEST PRESSURES SPECIFIED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY AND THE CITY OF TOMBALL.
 15. ALL WATERLINE TESTING SHALL BE WITNESSED AND APPROVED BY THE CITY OF TOMBALL.
 16. 12 GAUGE LOCATOR WIRE TO BE INSTALLED ON ALL WATER AND GAS LINES & FORCE MAINS,, TO BE ACCESSIBLE AT VALVE STACKS.
 17. ALL TS&V SHALL BE FULL BODY - CAST IRON OR APPROVED STAINLESS STEEL OR DUCTILE IRON.
 18. ONE WATER SAMPLE PER 1000 FEET SHALL BE SUBMITTED TO A TEXAS DEPARTMENT OF HEALTH APPROVED LABORATORY AND SHALL BE FREE OF ANY CONTAMINATES, PRIOR TO BEING PUT IN SERVICE.
 19. DISSECTION OF NEW AND REPAIRED WATER MAINS SHALL BE IN CONFORMANCE WITH AWWA C651. ALL NEW WATER MAINS SHALL BE DISJECTED BEFORE THEY ARE PLACED IN SERVICE. ALL WATER MAINS TAKEN OUT OF SERVICE FOR INSPECTING, REPAIRING OR OTHER ACTIVITY, WHICH MIGHT LEAD TO CONTAMINATION OF WATER, SHALL BE DISJECTED BEFORE THEY ARE RETURNED TO SERVICE (NO SEP. PAY).
 20. CONTRACTOR TO INSTALL 4" X 4" BLUE REFLECTORIZED PAVEMENT MARKERS 6" OFF CENTER OF ROADWAY ON FIRE HYDRANT SIDE OF STREET. RAY-O-LITE OR EQUAL.
 21. WATERLINES 8" OR GREATER SHALL BE CONSTRUCTED SUCH THAT ALL CROSSINGS WITH SANITARY SEWER OR SANITARY SEWER LEADS SHALL BE ONE FULL SECTION OF WATERLINE AT THE SANITARY SEWER CROSSING. WATERLINE SHALL BE AT LEAST 2 FEET ABOVE SANITARY LINE. WHERE WATERLINE CROSSES UNDER SANITARY SEWER LINES, WATERLINE SEGMENT SHALL BE ENCASED IN PIPE AT LEAST TWO NOMINAL PIPE DIAMETERS LARGER THAN WATERLINE AND MAINTAIN IF FOOT VERTICAL CLEARANCE FROM SANITARY LINE.

NOTE:
ALL VALVES TO BE RIGHT
HAND THREAD (TURN
CLOCKWISE TO CLOSE)
REFER TO COT WA-16

1

AFC SUBMITTAL

29JAN14

A

100% UTILITY DESIGN

31OCT13

NO.

DESCRIPTION

DATE

ISSUE RECORD

THE CITY OF TOMBALL TEXAS

CITY OF TOMBALL

TOMBALL, TX

STATE OF TEXAS

UNPRODUCED SALE

2014.01.29 13:38:50 -06:00

CobbFendley

TBPE Firm Registration No. 274

TBPE's Firm Registration No. 10487

13430 Northwest Freeway, Suite 1100

Houston, Texas 77040

713.482.3242 | fax 713.482.3282 | www.cobbfendley.com

JOB NO.

DWG. NO.

2

SH 99 - SEGMENT F2

GENERAL NOTES

SHEET 1 OF 2

SCALE: N/A

DRAWN BY: ES

SHEET: 2

SH 99 - SEGMENT F2

Page 100 of 144

- WATERLINE CONSTRUCTION NOTES CONTINUED
22. WHERE WATERLINE CROSSES UNDER SANITARY SEWER LINE, BOTH SEGMENTS MUST PASS A PRESSURE AND LEAKAGES TEST AS SPECIFIED IN AWWA C600 STANDARDS.
 23. ALL VALVE BOXES SHALL BE ERECTED PLUMBED & BE FREE OF DEBRIS.
 24. PROVIDE BACKFLOW PREVENTOR BASED ON APPROPRIATE APPLICATIONS (I.E. IRRIGATION, DOMESTIC, FIRE).
 25. CONTRACTOR IS TO COORDINATE THE LOCATION AND INSTALLATION OF SERVICE LINES WITH PROPERTY OWNER.
 26. ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL EXISTING UTILITIES ON PLANS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS (WHETHER OR NOT INDICATED ON PLANS) PRIOR TO CONSTRUCTION. CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES.
 - A. IN CASE OF UTILITY DAMAGE, CONTRACTOR IS TO EVACUATE AND SECURE AREA, AS NECESSARY, CALLING 911 IF APPROPRIATE (PETROLEUM PIPELINE DAMAGE).
 - B. CONTRACTOR IS TO NOTIFY TEXAS 811 AND REPORT DAMAGE.
 27. ANY DISCREPANCIES IN THE FIELD DURING CONSTRUCTION FROM WHAT IS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE ATTENTION OF THE UTILITY DESIGN ENGINEER AND DEVELOPER. ALL CHANGES SHALL FOLLOW COMPREHENSIVE DEVELOPMENT AGREEMENT REQUIREMENTS. AS-BUILTS SHALL BE PROVIDED.
 28. CONTRACTOR SHALL COORDINATE AND VERIFY ANY UTILITY ABANDONMENT WITH THE UTILITY COMPANY WITH DEVELOPER AND TXDOT. NO FACILITY MAY BE CONSIDERED ABANDONED WITHOUT WRITTEN CONSENT FROM THE UTILITY OWNER AND PER UAR 21.39(C)(A).
- TEXAS DEPARTMENT OF TRANSPORTATION SPECIFICATIONS FOR PLACING UTILITY LINES WITHIN THE RIGHT-OF-WAY OF STATE-MAINTAINED HIGHWAYS:
1. ALL EXCAVATIONS WITHIN THE RIGHT-OF-WAY AND NOT UNDER SURFACING SHALL BE BACKFILLED BY TAMPING IN 8-INCH HORIZONTAL LAYERS AND/OR AS PER TXDOT SPEC ITEM 400. ALL SURPLUS MATERIAL SHALL BE REMOVED FROM THE RIGHT-OF-WAY AND THE EXCAVATION FINISHED FLUSH WITH THE SURROUNDING NATURAL GROUND. BACKFILL PLACED UNDER PROPOSED PAVEMENT AREAS WILL BE DENSITY CONTROLLED.
 2. WHERE SODDING IS DISTURBED BY EXCAVATION OR BACKFILLING OPERATIONS, SUCH AREAS SHALL BE REPLACED BY SEEDING. SLOPES 4:1 OR STEEPER SHALL BE REPLACED BY BLOCK SODDING. THIS WORK SHALL BE IN ACCORDANCE WITH TXDOT SPECIFICATIONS.
 3. HIGHWAY CROSSINGS UNDER SURFACED ROADS AND SURFACED CROSSROADS WITHIN THE RIGHT-OF-WAY SHALL BE PLACED BY OPEN TRENCH OR BORING. CASING SHALL EXTEND MINIMUM 5- FEET FROM BACK OF CURB. ALL LINES CARRYING PRESSURE SHALL BE ENCLOSED IN SATISFACTORY CASING.
 4. USE OF WATER AND OTHER FLUIDS IN CONNECTION WITH BORING OPERATIONS WILL BE PERMITTED ONLY IN SUFFICIENT QUANTITY TO LUBRICATE BORING BIT AND FOR EASE OF REMOVING CUTTINGS. JETTING WILL NOT BE PERMITTED. CARE WILL BE TAKEN TO PREVENT POUR FLUIDS FROM ENTERING STORM WATER SYSTEM.
 5. PIPELINE MATERIAL AND DESIGN FOR HIGH PRESSURE LINES MUST MEET THE MINIMUM FEDERAL SAFETY STANDARDS FOR LIQUID AND GAS PIPELINES.
 6. FLAGMEN WHEN NECESSARY, SHALL BE PROVIDED BY THE CONTRACTOR.
 7. WORK PERFORMED ON RAILROAD RIGHT-OF-WAY IS SUBJECT TO THE CONCURRENCE OF THE RAILROAD COMPANY. WORK PERFORMED WITHIN WATERWAYS, SUCH AS RIVERS, CREEKS, BAYOUS, AND DRAINAGE DITCHES IS SUBJECT TO THE RULES & REQUIREMENTS OF THAT APPROPRIATE GOVERNMENTAL AGENCY.
 8. ALL MANHOLE COVERS SHALL BE INSTALLED FLUSH WITH FINISHED GROUND LEVEL. THE TOP OF ROOF OF COMMUNICATIONS MANHOLES SHALL BE AT LEAST FIVE FEET BELOW FINAL GRADE WITHIN STATE RIGHT-OF-WAY.
 9. TRENCH BACKFILL SHALL COMPLY WITH TXDOT STANDARD SPECIFICATION ITEM 400.
 10. UTILITY INSTALLATION SHALL COMPLY WITH THE TXDOT UTILITY ACCOMMODATION RULES .
 11. ALL TRAFFIC CONTROL MUST CONFORM TO TMLTCD (2011 EDITION). ALL TCP WILL BE SET UP BY THE DEVELOPER (ZOPB).

UTILITY OWNER CONTACTS

1. CONTRACTOR TO CONTACT CITY OF TOMBALL A MINIMUM 2-WEEKS PRIOR TO CONSTRUCTION.
2. A PRECONSTRUCTION MEETING SHALL BE SCHEDULED A MINIMUM OF ONE WEEK PRIOR TO CONSTRUCTION.
3. CONTRACTOR IS TO CALL UTILITY OWNER AND REPORT DAMAGE.
4. CONTRACTOR IS TO NOTIFY UTILITY MANGER OR DEPUTY UTILITY MANAGER AND REPORT DAMAGE.

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NOTE:
ALL VALVES TO BE RIGHT
HAND THREAD (TURN
CLOCKWISE TO CLOSE)
REFER TO COT WA-16



CITY OF TOMBALL
TOMBALL, TX



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JOB NO. DWG. NO. 3

SH 99 - SEGMENT F2

GENERAL NOTES
SHEET 2 OF 2

SCALE NTS. DRAWN BY ES SHEET 3

SHEET DESCRIPTION			STATION LIMITS		12-INCH DIAMETER WATERLINE BY OPEN-CUT	18-INCH STEEL CASING BY OPEN-CUT	18-INCH STEEL SPLIT CASING BY OPEN-CUT	12-INCH DIAMETER WET CONNECTION	CUT, PLUG, AND REMOVE EXISTING 12-INCH DIAMETER WATER LINE	TRENCH SAFETY
					LF	LF	LF	EA	EA	LF
Plan and Profile	1	OF 1	BL "BOUDREAUX" STA. 7+75.60 TO STA. 8+75.60		77	65	0	2	1	77
Plan and Profile	1	OF 1	BL "BOUDREAUX" STA. 11+53.00 TO STA. 12+08.00		0	0	55	0	0	55

NOTE:
ALL VALVES TO BE RIGHT
HAND THREAD (TURN
CLOCKWISE TO CLOSE)
REFER TO COT WA-16

1		AFC SUBMITTAL		29 JAN 13	
A		100% UTILITY DESIGN		31 OCT 13	
NO.		DESCRIPTION		DATE	
ISSUE RECORD					
					
CITY OF TOMBALL TOMBALL, TX					
					
2014.01.29 13:36:52 -0600'					
					
TBE Firm Registration No. 274 TBE's Firm Registration No. 10467 13430 Northwest Freeway, Suite 1100 Houston, Texas 77040 713.462.3242 fax 713.462.3282 www.cobbfendley.com					
JOB NO.		DWG. NO.		4	
SH 99 - SEGMENT F2					
SUMMARY OF QUANTITIES					
SHEET 1 OF 1					
SCALE: N.T.S.		DRAWN BY:		SHEET	
E.S.		E.S.		4	

- EXISTING UTILITIES

E1-1

ELECTRIC

G1-1

GAS

T1-1

TELECOM

W1-1

WATER

WW1-1

WASTEWATER

UNK-01

UNKNOWN

UNKT-01

UNKNOWN TELECOM
- PROPOSED UTILITIES

E1-1

ELECTRIC

G1-1

GAS

T1-1

TELECOM

W1-1

WATER

WW1-1

WASTEWATER

UNK-01

UNKNOWN

UNKT-01

UNKNOWN TELECOM
- UTILITIES TO BE REMOVED OR ABANDONED

X

E1-X

X

X

ELECTRIC

X

G1-X

X

X

GAS

X

T1-X

X

X

TELECOM

X

W1-X

X

X

WATER

X

WW1-X

X

X

WASTEWATER

X

UNK-X

X

X

UNKNOWN

X

UNKT-X

X

X

UNKNOWN TELECOM
- UTILITY SYMBOLS - EXISTING

ELECTRIC PULL BOX

ELECTRIC METER

ELECTRIC POLE

ELECTRIC POLE W/ RISER

LIGHT POLE

ELECTRIC MANHOLE (MH)

SERVICE POLE

ELECTRIC TRANSMISSION TOWER

CATV PEDESTAL

TELEPHONE HANDHOLE (HH)

TELEPHONE MANHOLE (MH)

TELEPHONE PEDESTAL

TELEPHONE MARKER

WATER FIRE HYDRANT (FH)

WATER VALVE (WV)

WATER METER (WM)

GAS METER

GAS MARKER

GAS VALVE (GV)

SANITARY MANHOLE
- UTILITY SYMBOLS - PROPOSED

ELECTRIC POLE

ELECTRIC MANHOLE (MH)

ELECTRIC PULLBOX (PB)

ELECTRIC GUY

TELEPHONE HANDHOLE (HH)

TELEPHONE MANHOLE (MH)

TELEPHONE PEDESTAL (TPED)

TELEPHONE SAI BOX

WATER FIRE HYDRANT (FH)

WATER VALVE (WV)

WATER REDUCER

GAS VALVE (GV)

GAS METER

SANITARY MANHOLE (MH)

LINE CODE PREFIX	OWNER NAME	LINE CODE PREFIX	OWNER NAME	LINE CODE PREFIX	OWNER NAME	LINE CODE PREFIX	OWNER NAME	LINE CODE PREFIX	OWNER NAME	LINE CODE PREFIX	OWNER NAME
E1	CENTERPOINT ELECTRIC - DISTRIBUTION	G8	ALAMO PIPELINE	T1	ATT TEXAS	W6	BRIDGESTONE MUD	WW4	BRIDGESTONE MUD		
E2	CENTERPOINT ELECTRIC - TRANSMISSION	G5	AMERCO ENERGY RESOURCES LLC	T11	CENTURYLINK	W2	CITY OF TOMBALL	WW6	CRYSTAL SPRINGS WATER CO		
E5	ENTERGY - DISTRIBUTION	G1	CENTERPOINT GAS	T18	CHARTER	W9	CRYSTAL SPRINGS	WW3	DOWDELL PUD		
E7	ENTERGY - TRANSMISSION	G22	CHAPARRAL ENERGY LLC	T2	COMCAST	W18	DOWDELL PUD	WW2	HCAUD #388		
E8	PRIVATE ELECTRIC	G12	COPANO ENERGY LLC	T3	COMCAST	W6	ENCANTO REAL SUD	WW15	MUD #119		
		G23	DOP MIDSTREAM LLC	T12	CONSOLIDATED COMMUNICATIONS	W4	HCAUD #388	WW17	MUD #94		
UNK	UNKNOWN	G24	EASTMAN CHEMICAL (MUSTANG PIPELINE)	T8	EX-TOUCH SYSTEMS, INC	W19	MUD #119	WW5	NEW CANEY MUD		
UNKT	UNKNOWN TELECOM	G18	ENERGY TRANSFER PARTNERS LP	T10	ICTX WAVE MEDIA	W1	MUD #388	WW8	NORTHGATE CROSSING MUD #2		
		G14	ENTERPRISE PRODUCTS PARTNERS LP	T8	LEVEL 3 COMMUNICATIONS	W21	MUD #94	WW6	NHCAUD #32		
		G15	EXPLORER PIPELINE	T19	NORTHLAND COMMUNICATIONS	W22	NHCAUD #5	WW10	QUADVEST		
		G28	EXPRESS PIPELINE	T9	PHONOSCOPE	W8	NEW CANEY MUD	WW13	SEGMENT F2 OWNER UNKNOWN		
		G3	EXCON PIPELINE	T17	PRIVATE CCTV	W16	NORTH HARRIS COUNTY REGIONAL WATER AUTHORITY	WW12	SEGMENT G PRIVATE		
		G9	GALLOWAY LONE STAR LLC	T4	QWEST COMMUNICATIONS	W7	NORTHGATE CROSSING MUD #1	WW11	SPRING CREEK UTILITY DISTRICT		
		G4	GENESIS ENERGY LP	T7	SPRINT	W11	NORTHGATE CROSSING MUD #2	WW14	SPRINGWOOD VILLAGE		
		G18	GULF SOUTH PIPELINE CO LP	T16	SUDENLINK	W22	NORTHWEST HARRIS COUNTY MUD #5				
		G17	HOOKS GAS PIPELINE LLC	T5	VERIZON BUSINESS (MCI)	W20	NHCAUD #32				
		G7	KINDER MORGAN PIPELINE			W10	PORTER SUD				
		G13	KINDER MORGAN PIPELINE			W3	PRIVATE				
		G25	KOCH PIPELINE CO LP			W13	QUADVEST				
		G26	MAGELLAN MIDSTREAM PARTNERS LP			W15	QUADVEST				
		G2	PELICAN RESERVE PIPELINE CO			W14	SPRING CREEK TRAILS WATER				
		G30	SOUTHERN HILL PIPELINE			W12	SPRING CREEK UTILITY DISTRICT				
		G19	SUNOCO LOGISTICS PARTNERS LP			W17	SPRINGWOOD VILLAGE				
		G8	TANDEM ENERGY CORP								
		G20	TENNESSEE GAS PIPELINE CO								
		G27	TEXAS NGL PIPELINES								
		G21	TRUNKLINE GAS CO LLC								
		G10	UNKNOWN PIPELINE								
		G11	UNKNOWN PIPELINE								

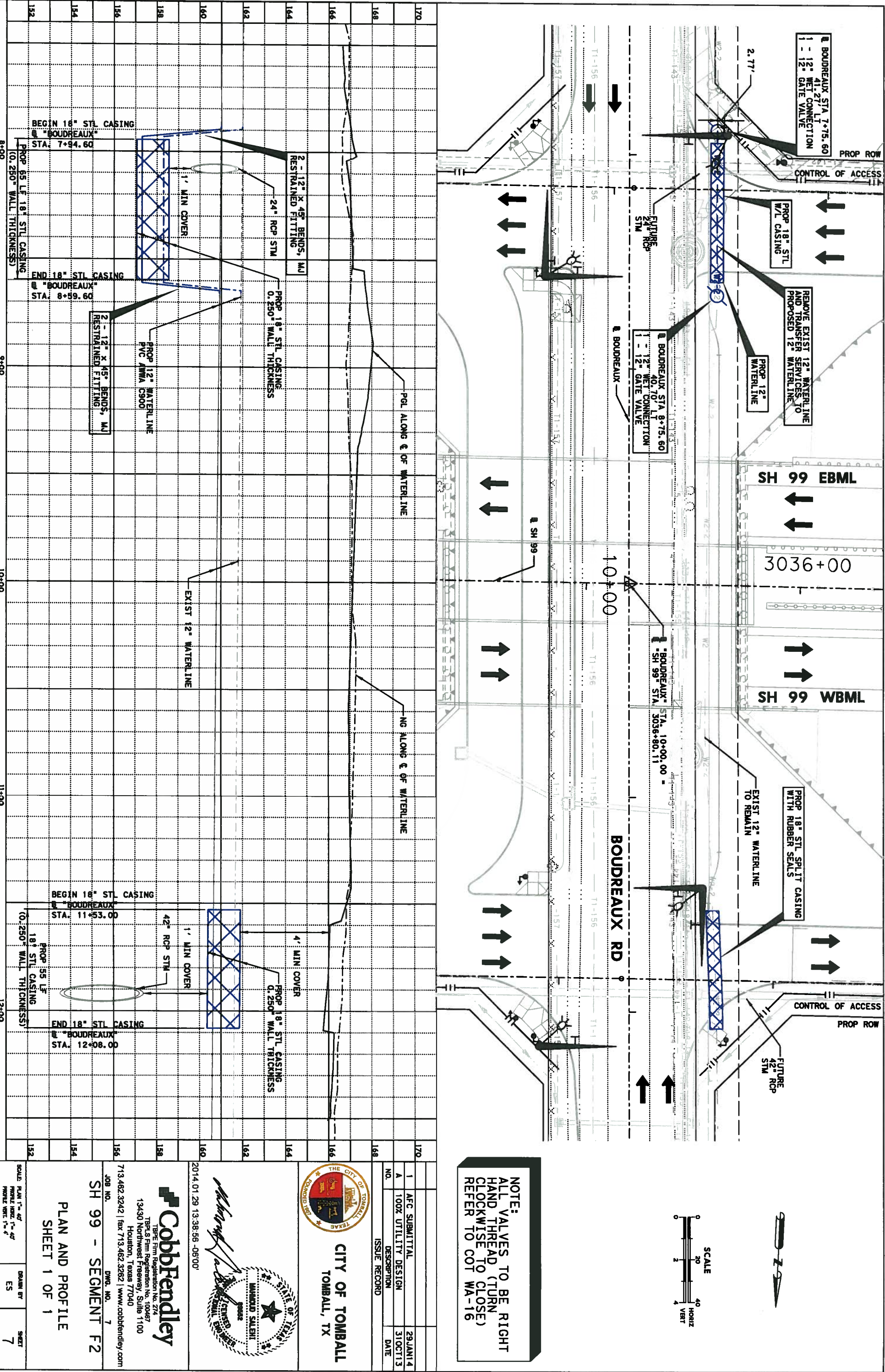
NOTE:
ALL VALVES TO BE RIGHT
HAND THREAD (TURN
CLOCKWISE TO CLOSE)
REFER TO COT WA-16



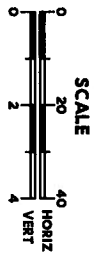
CITY OF TOMBALL
TOMBALL, TX

CobbFendley
TBE Firm Registration No. 774
TBE's Firm Registration No. 10487
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
713.482.3242 | fax 713.482.3262 | www.cobbhendley.com

SH 99 - SEGMENT F2
LEGEND
SHEET 1 OF 1



NOTE:
ALL VALVES TO BE RIGHT
HAND THREAD (TURN
CLOCKWISE TO CLOSE)
REFER TO COT WA-16



CITY OF TOMBALL
TOMBALL, TX



TRB Firm Registration No. 774
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040
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SH 99 - SEGMENT F2

PLAN AND PROFILE
SHEET 1 OF 1

SCALE: PLAN 1"=40', PROFILE 1"=4'
DRAWN BY: ES
SHEET: 7

County: Harris and Montgomery
Highway: SH99 Segments F1, F2, G1, G2
Limits: SH 290 to SH 59
Fed. Proj. No.: RW 3510-6-5
RW-3510-6-6
HP-2013(443)
ROW CSJ No.: 3510-06-005
3510-06-006
3510-06-011
3510-07-007
Const. CSJ No.: 0912-00-471

Exhibit A – Material Specs: Specs to be included with the bid package.

ESTIMATE OF PROBABLE CONSTRUCTION COST**Project Name:** F2 COT**APIN:****Job No:** 1203-053-01**Consultant:** Cobb, Fendley & Associates, Inc.**City of Tomball****Developer Managed****Assembly Number:** SH99-U-5006-A1**RCSJ #:** 3510-06-005**January 06, 2014**

ITEM NO.	SPEC ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
SECTION 1 - GENERAL AND SITE WORK ITEMS						
1	02260	TRENCH SAFETY	LF	132	\$ 1.00	\$ 132.00
SUBTOTAL SECTION 1 - GENERAL AND SITE WORK ITEMS (Bid Item 1):						\$ 132.00
SECTION 2 - WATER DISTRIBUTION ITEMS						
2	02511	12-INCH WATER LINE BY OPEN-CUT	LF	77	\$ 80.00	\$ 6,160.00
3	02511	12-INCH WATER LINE IN 18-INCH STEEL CASING BY OPEN-CUT	LF	65	\$ 160.00	\$ 10,400.00
4	02512	SPLIT STEEL CASING (18-INCH)	LF	55	\$ 175.00	\$ 9,625.00
5	02513	12-INCH DIAMETER WET CONNECTION	EA	2	\$ 2,000.00	\$ 4,000.00
6	02516	CUT, PLUG, ABANDON, AND FILL EXISTING 12-INCH DIAMETER WATER LINE	EA	1	\$ 800.00	\$ 800.00
SUBTOTAL SECTION 2 - WATER DISTRIBUTION ITEMS (Bid Items 2 - 6):						\$ 30,985.00
TOTAL:						\$ 31,117.00

Eligibility Ratio 100% ---- Developer Cost: \$ 31,117.00

Section V.

ROW-U-JUAA

Utility joint use acknowledgement.



UTILITY JOINT USE ACKNOWLEDGEMENT

Form ROW -U-JUAA-CDA
(Rev. 11/12)
Page 1 of 2

U-Number: **SH99-U-5006-A1**

ROW CSJ: 3510-06-005, 3510-06-006, 3510-06-011, 3510-07-007

County: Harris and Montgomery

District: Houston

Highway: SH 99 Segments F1, F2, G1, and G2

Federal Project No.: RW 3510-6-5, RW-3510-6-6, HP 2013(443)

From: US 290

Projected Highway Letting Date: N/A

To: US 59

WHEREAS, the State of Texas, ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**"), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the City of Tomball, ("**Utility**"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **TxDOT** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.

Initial

Date

Utility

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the **Utility** for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **TxDOT** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The **Utility** and the **State**, by execution of this Acknowledgement, do not waive or relinquish any right that they may have under the law.

The signatories to this Acknowledgement warrant that each has the authority to enter into this Acknowledgement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

Owner: City of Tomball

Name of Utility

By:

Authorized Signature

Print or Type Name

Title: _____

Date: _____

The State of Texas

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____

Donald C. Toner, Jr. SR/WA
Director – Strategic Projects Right of Way
Strategic Projects Division
Texas Department of Transportation

Date: _____

Initial

Date

Utility

Section VI.

ROW-U-48

Statement covering utility construction contract work, if applicable.



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK (AS APPEARING IN ESTIMATE)

U-No. SH99-U-5006-A1

District: Houston
County: Harris and Montgomery

ROW CSJ No.: 3510-06-005, 3510-06-006, 3510-06-011, 3510-07-007

Federal Project No.: RW 3510-6-5, RW-3510-6-6, HP 2013(443)

Highway No.: SH 99 Segements F1, F2, G1, G2

I, _____, a duly authorized and qualified representative of City of Tomball, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- ☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the

☐ B. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the

☐ C. The work is to be performed under an existing contract which was awarded to the Owner and under which the work is to be performed as a part of the contract work or to the State under existing contract, give the following information by

☐ D. The work is to be performed under an existing contract which was awarded to the Owner and under which the work is to be performed as a part of the contract work or to the State under existing contract, give the following information by

☐ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.

Please fill in name above and check appropriate box.

Thank You!

or known to submits a bid. Such

work is regularly part of the contract hereto.)

in support of the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).

Signature

Date

Title

Section VII.

GP-U1A

Utility owner affidavit of property interest, if applicable.



AFFIDAVIT

(for Utility Owner)

U-No. SH99-U-5006-A1

THE STATE OF TEXAS

COUNTY OF Harris

§
§
§

District: Houston
County: Harris and Montgomery
Federal Project No.: RW 3510-6-5, RW-3510-6-6, HP 2013(443)
ROW CSJ No.: 3510-06-005, 3510-06-006, 3510-06-011, 3510-07-007
Highway No.: SH 99
(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____ of the City of Tomball, ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, _____, am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. described in the easement document attached;
[legal description of land]
2. _____;
[facts indicating affiant's familiarity with subject land, including inspection and surveys]
3. City of Tomball owns, operates, and maintain the waterline (W2-2) in the easement attached;
[facts attesting to ownership, including claims through deeds, etc.]
4. _____;
[facts showing use of property]
5. _____;
[facts showing nature and state of repair of enclosures or fencing]
6. _____;
[facts showing continuous possession for statutory period].

Further affiant sayeth not."

[SIGNATURES APPEAR ON THE NEXT PAGE]



Signature

Title

City of Tomball

Company

Corporate Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on _____ by _____

_____, _____ of _____

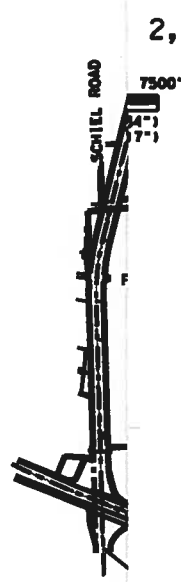
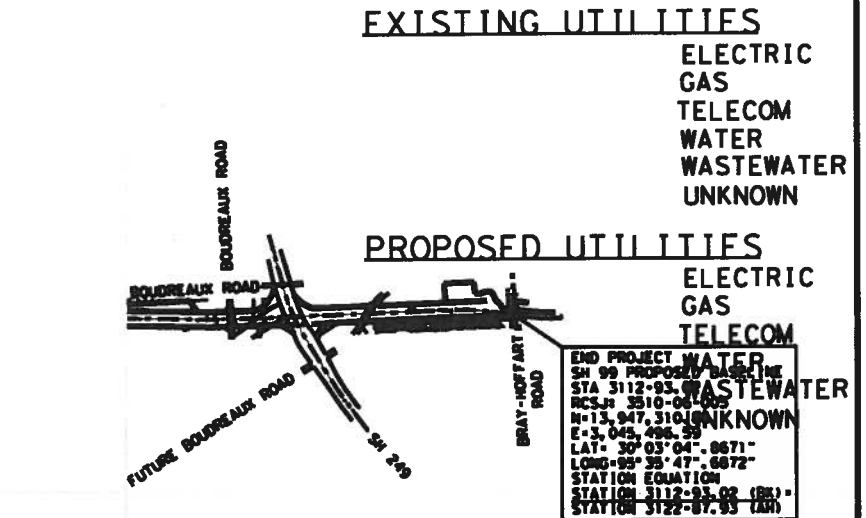
_____, a _____ corporation, on behalf of said corporation.

Notary Public's Signature

Need easement docs.

Section VIII.

ROW Map(s)



2,500 FEET

ZACHRY + ODEBRECHT
 PARKWAY BUILDERS

PARSONS
 TBPE Registration No. F-1481

CobbFendley
 Texas Registration No. 274
 13430 Northwest Freeway, Suite 1100
 Houston, Texas 77040

**GRAND PARKWAY
 CITY OF TOMBALL
 UTILITY AND ROW EXHIBITS**

DESIGNED	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
DRAWN	6		SH 99
CHECKED	STATE DISTRICT	COUNTY	SHEET
APPROVED	TEXAS HOU	HARRIS, ETC.	
	CONTROL SECTION	JOB	SHEET NO.
	0912 00	471	1

INDEX OF PARCELS

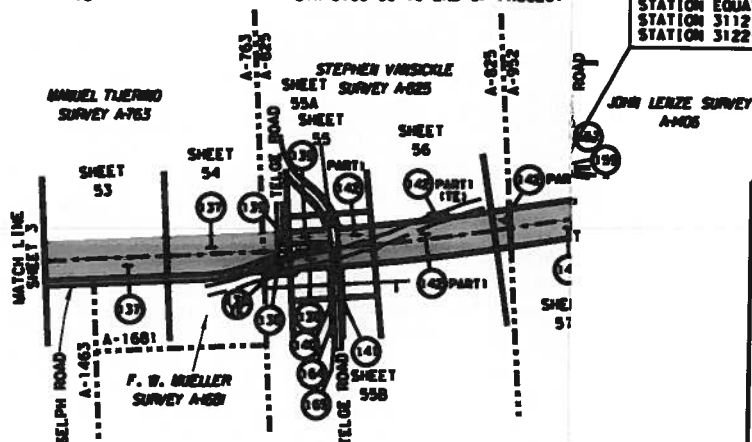
SHEET No.	DESCRIPTION
53	STA 2881+00 TO STA 2894+00
54	STA 2894+00 TO STA 2907+00
55	STA 2907+00 TO STA 2916+00
55A	STA 2907+00 TO STA 2916+00
55B	STA 2907+00 TO STA 2916+00
56	STA 2916+00 TO STA 2929+00
57	STA 2929+00 TO STA 2941+00
58	STA 2941+00 TO STA 2953+00
59	STA 2953+00 TO STA 2965+00
60	STA 2965+00 TO STA 2977+00
61	STA 2977+00 TO STA 2989+00
62	STA 2989+00 TO STA 3001+00
63	STA 3001+00 TO STA 3013+00
64	STA 3013+00 TO STA 3025+00
65	STA 3025+00 TO STA 3037+00
66	STA 3037+00 TO STA 3049+00
67	STA 3049+00 TO STA 3061+00
68	STA 445+00 TO STA 457+00
69	STA 466+00 TO STA 476+00
70	STA 476+00 TO STA 480+00
71	STA 3061+00 TO STA 3073+00
72	STA 3073+00 TO STA 3085+00
73	STA 3085+00 TO STA 3097+00
73A	STA 3085+00 TO STA 3097+00
74	STA 3097+00 TO STA 3109+00
74A	STA 3097+00 TO STA 3109+00
75	STA 3109+00 TO END OF PROJECT

0' 1000' 2000' 3000'

SCALE 1" = 1000' (22" X 34")
1" = 2000' (11" X 17")



END PROJECT
SH 99 PROPOSED BASELINE
STA 3112+93.02
RES. 3510-06-005
N=13,947,310.86
E=3,045,496.59
LAT= 30° 03' 04".8671"
LONG= 95° 35' 47".6872"
STATION EQUATION
STATION 3112+93.02 (BKI)=
STATION 3122+87.93 (AM)



NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, (1993) ADJ. ALL DISTANCES AND COORDINATES ARE EXPRESSED IN U.S. SURVEY FEET. ALL DISTANCES AND COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.00015. CONTROL PROVIDED BY BROWN & GAY, POINTS F14, F19, F30, F40, F65 AND F71 WERE FIELD FIXED.
- THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT OF WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.
- "ADL" - THE MONUMENT DESCRIBED AND SET WILL BE STAMPED "ADL".
- "R" - SET 5/8" IRON ROD WITH TxDOT ALUMINUM CAP
- "ADL" - ACCESS DENIAL LINE
- ABSTRACTING PERFORMED BY COURTHOUSE SPECIALISTS DURING SEPTEMBER 2005. AND UPDATED OWNERSHIP JUNE 2011.
- FIELD SURVEYS PERFORMED DURING MAY 2005. AND UPDATED JUNE 2011.
- RIGHT OF WAY MAP COMPLETED (TBD).
- PROPOSED RIGHT-OF-WAY BASELINE MAY NOT MATCH PROPOSED COR BASELINE OR AS-BUILT BASELINE DUE TO DESIGN CHANGES.

ZACHRY | ODEBRECHT
PARKWAY BUILDERS

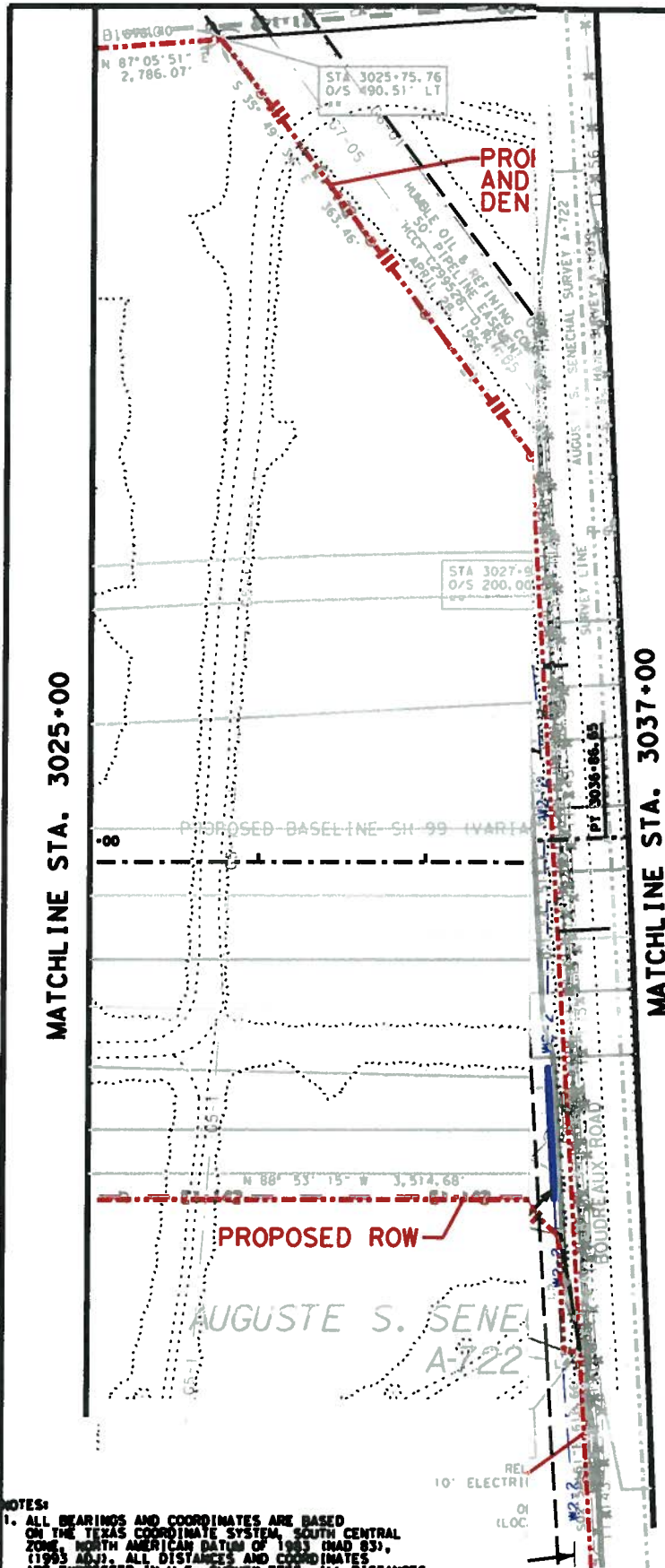
PARSONS

TBPE Registration No. F-1481

CobbFendley
Texas Registration No. 274
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

GRAND PARKWAY
CITY OF TOMBALL
UTILITY AND ROW EXHIBITS

DESIGNED	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
DRAWN	6		SH 99
CHECKED	STATE DISTRICT	COUNTY	SHEET
APPROVED	TEXAS HOU	HARRIS, ETC.	
	CONTROL SECTION	JOB	SHEET NO.
	0912 00	471	04



EXISTING UTILITIES

---	E1-1	---	ELECTRIC
---	G1-1	---	GAS
---	T1-1	---	TELECOM
---	W1-1	---	WATER
---	WW1-1	---	WASTEWATER
---	UNK-01	---	UNKNOWN

PROPOSED UTILITIES

---	E1-1	---	ELECTRIC
---	G1-1	---	GAS
---	T1-1	---	TELECOM
---	W1-1	---	WATER
---	WW1-1	---	WASTEWATER
---	UNK-01	---	UNKNOWN

ZACHRY | ODEBRECHT
PARKWAY BUILDERS

PARSONS

TBPE Registration No. F-1481

CobbFendley

Texas Registration No. 274
13430 Northwest Freeway, Suite 1100
Houston, Texas 77040

GRAND PARKWAY CITY OF TOMBALL UTILITY AND ROW EXHIBITS

DESIGNED	FED. RD. DIV. NO.	FEDERAL AID PROJECT NO.	HIGHWAY NO.
DRAWN	6		SH 99
CHECKED	STATE DISTRICT	COUNTY	SHEET
APPROVED	TEXAS HOU	HARRIS, ETC.	
	CONTROL SECTION	JOB	SHEET NO.
	0912 00	471	65

NOTES:

- ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983 (NAD 83). (1983 AD-1). ALL DISTANCES AND COORDINATES ARE EXPRESSED IN U.S. SURVEY FEET. ALL DISTANCES AND COORDINATES ARE SURFACE AND MAY BE CONVERTED TO GROUND BY DIVIDING BY A CORRECTION FACTOR OF 1.00015. CONTROL PROVIDED BY BROWN & GAY, POINTS F14, F19, F30, F40, F65 AND F71 WERE FIELD FIXED.
- THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT OF WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.
- "ADL" - THE MONUMENT DESCRIBED AND SET WILL BE STAMPED "ADL"
- "S" - SET 5/8" IRON ROD WITH TxDOT ALUMINUM CAP

Section IX.

No Conflict Sign-Off Forms

GP-USO-UDC

GP-USO-UM



Developer's Utility Design Coordinator Utility No Conflict Sign-Off Form

Utility Design Coordinator: Vineeta Jayaram
Date plans received: 01/29/2014
Utility Company: City of Tomball
Assembly "U" number: SH99-U-5006-A1
Type of Utilities: Water/Wastewater
Date on Utility's plans: 01/29/2014 No. of sheets in Utility's plans: 7

I, the Utility Design Coordinator (UDC) on behalf of the Developer (Zachry Odebrecht Parkway Builders) certify that a review of the above referenced Utility plans concerning the proposed highway improvements on the Grand Parkway has been completed and have not identified any conflicts between the Utility's proposed relocation and any design features.

Design features include but are not limited to pavement structures, drainage facilities, bridges, retaining walls, traffic signals, illumination, signs, foundations, duct/conduit, ground boxes, erosion control facilities, water quality facilities and other Developer-Managed Utilities.

Any design changes to the Grand Parkway roadway after the signing of this form will be coordinated through the Developer's Utility Manager and the affected Utility Owner.

☐ Check box if there are any areas of concern and insert comments below:

Print Name: Vineeta Jayaram Date: _____
(UDC) Utility Design Coordinator (UDC)

Sign Name: _____ Date: _____
(UDC)

Utility Coordination Firm Name: Cobb, Fendley and Associates, Inc.

This form must be completed/signed and included in each Utility Assembly submitted to the Texas Department of Transportation.



Developer's Utility Manager Utility No Conflict Sign-Off Form

Utility Manager: Garrett Coffin
Date plans received: 01/29/2014
Utility Company: City of Tomball
Assembly "U" number: SH99-U-5006-A1
Type of Utilities: Water/Wastewater
Date on Utility's plans: 01/29/2014 No. of sheets in Utility's plans: 7

I, the Utility Manager (UM) working on behalf of the Developer (Zachry Odebrecht Parkway Builders) certify that a review of the above referenced Utility plans concerning the proposed highway improvements on the Grand Parkway has been completed and have not identified any conflicts between the Utility's proposed relocation and any existing and/or proposed Utilities.

The proposed Utility plans conform to Title 43, Texas Administrative Code, Section 21.31 – 21.56 of the Utility Accommodation Rules.

☐ Check box if there are any areas of concern and insert comments below:

Print Name:
(Utility Manager-
UM) Garrett Coffin Date: _____

Sign Name:
(UM) _____ Date: _____

Print Name:
(Utility Design
Coordinator –
UDC) Vineeta Jayaram Date: _____

Sign Name:
(UDC) _____ Date: _____

Utility
Coordination
Firm Name: Cobb, Fendley and Associates, Inc.

This form must be completed/signed and included in each Utility Assembly submitted to the Texas Department of Transportation.

Section X.

ROW-N-30

Quitclaim deed, if applicable.

County: Harris and Montgomery
Highway: SH99 Segments F1, F2, G1, G2
Limits: SH 290 to SH 59
Fed. Proj. No.: RW 3510-6-5
RW-3510-6-6
HP-2013(443)
ROW CSJ No.: 3510-06-005
3510-06-006
3510-06-011
3510-07-007
Const. CSJ No.: 0912-00-471

ROW-N-30 – Quitclaim Deed: Not Applicable.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: June 16, 2014

Topic:

Adopt on First Reading, Ordinance No. 2014-15, an Ordinance of the City of Tomball, Texas, Amending the "2009 Major Thoroughfare Plan" for the City of Tomball, Texas; Making Certain Findings; and Providing for Severability

Background:

This ordinance is to amend the 2009 Major Thoroughfare Plan by reclassifying Medical Complex Drive Segments 1 and 2, from FM 2920 west to SH 249 Expressway. The reclassification is from a major arterial (100'-120' right-of-way) to a minor arterial (80' right-of-way).

The Major Thoroughfare Plan will need to be further updated in the future to determine if there is another corridor that will be better for a east/west major arterial.

Origination:

Community Development

Recommendation:

Adopt, on First Reading, Ordinance No. 2014-15

Funding:

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

Engineering Division

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER

☐ YES ☐ NO

☐ 1ST ☐ 2ND

ATTACHMENTS:

Ordinance Nol. 2014-15 - Amending MTP

ORDINANCE NO. 2014-15

AN ORDINANCE OF THE CITY OF TOMBALL TEXAS, AMENDING THE “2009 MAJOR THOROUGHFARE PLAN” FOR THE CITY OF TOMBALL, TEXAS; MAKING CERTAIN FINDINGS; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the City Council of the City of Tomball by Ordinance No. 2009-08 adopted the “2009 Major Thoroughfare Plan”; and

WHEREAS, the City Council finds it in the best interest of the health, safety and welfare of the citizens of Tomball to amend the 2009 Major Thoroughfare Plan; and

WHEREAS, the City Council, desires to amend the 2009 Major Thoroughfare Plan reclassify Medical Complex Drive from FM 2920, West, to S.H. 249 Expressway from a major arterial street to a minor arterial street; 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. The 2009 Major Thoroughfare Plan is here by amended to reclassify Medical Complex Drive from FM 2920, West, to S.H. 249 Expressway from a major arterial street to a minor arterial street.

Section 3. 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 4. This Ordinance shall become effective fourteen days after the final reading and adoption of this Ordinance when the caption hereof is caused to be published once in the official newspaper of the City, by the City Secretary, as required by law. The City Secretary is directed to publish the caption of this Ordinance in the City's official newspaper within 14 days after the passage of the ordinance.

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

DRAFT

Regular City Council

Agenda Item

Data Sheet

Meeting Date: June 16, 2014

Topic:

Approve Proposed Amendments to Administrative Policy No. 32, entitled *"Pay and Training Policy for Volunteer Fire Fighters"*, Revising the Pay and Training Policy for Tomball Volunteer Firefighters

Background:

The Fire Department presented this policy for revision in October of 2013. Since that time, the Department has recognized staffing opportunities that were not considered in the previous revision and would like to take advantage of those opportunities to increase its capabilities and capacity.

TFD was previously a volunteer based fire department supported by a few part-time paid firefighters working weekday, day-time shifts. Over the course of the last several years and in response to a decline in both volunteer participation as well as the reliability of the part-time force, the decision was made to transition to a full-time based staffing model supported by part-time paid duty crew and volunteer firefighters. This model provides the department with a core group of dedicated career firefighters with volunteers and part-time paid filling in the open seats on the apparatus at both stations. This has allowed for a significant improvement in response times and our ability to assemble an effective firefighting force much sooner than in the past, thus increasing firefighter safety. The use of full-time firefighters has created some issues that were not relevant prior to their arrival, vacations, time off for family matters, etc. The available pool of part-time duty crews were accustomed to working day shifts, but the staffing model is a 24 hour per day/seven day per week requirement, including holidays and the reliability of the part-time personnel to fill these shifts has proven to be less than satisfactory. The Department's recruiting efforts at the three Lone Star College Fire Academies has provided the Department with some excellent and motivated young firefighters who are looking to ultimately fill part-time and full-time positions with TFD. This pool of resources is usually more readily available to fill vacant shifts, day or night and is a much more cost effective and safe method of doing so than calling in a full-time firefighter for overtime which would require him to be working a 48 hour shift.

Funding for the volunteer program will be set during each budget cycle.

A redlined version of Administrative Policy No. 32 is provided for Council consideration.

Origination:

Fire Department

Recommendation:

Staff recommends approval of the revision to Administrative Policy #32

Funding: Yes

Account Number: 142-6010

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

Randy Parr

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

ATTACHMENTS:

Memo from Brian Begle, Olson & Olson
 Revised Administrative Policy #32

TO: FIRE CHIEF RANDY PARR

FROM: BRIAN BEGLE



DATE: MAY 30, 2014

RE: STIPENDS FOR VOLUNTEER FIREFIGHTERS

You have requested a written opinion regarding the legality of your proposal to provide a forty dollar (\$40.00) per shift stipend for Volunteer Firefighters. I have reviewed this proposal with you and based on our discussions, I believe that the proposal is in accordance with the regulations for volunteer stipends under the Fair Labor Standards Act (FLSA).

You have indicated that this set stipend will be provided to Volunteer Firefighters regardless of the actual time spend at the Fire Station on shift. Times on shift may vary from ten hours up to twenty-four hours and the volunteer will be provided with a forty dollar stipend to cover his travel, expenses, and inconvenience. We have discussed the fact that the stipend cannot be a substitute for wages, cannot be based on performance, and should not exceed twenty-percent of the amount the City would have to pay to a paid Firefighter for performing the same duties.

A volunteer working a ten hour shift does present an argument that the stipend may exceed twenty-percent of the hourly rate for a paid Firefighter. Given that the Volunteer Firefighters will be provided a forty dollar stipend per shift, on a per shift basis that does not correspond with actual hours, it is unlikely that this stipend could be successfully attacked and determined to be excessive. The twenty-four hour shift rate would fall well short of an hourly rate that is twenty-percent of a paid Firefighter's normal hourly rate of pay. This situation is akin to a volunteer being paid a set stipend per call, regardless of the amount of time spent at the call.

Other than the concern addressed above, I have found no prohibition in the FLSA indicating that the \$40.00 per shift stipend that you have proposed violates the FLSA or would adversely affect the Volunteer Firefighters' status as volunteers.

**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

SUBJECT PAY AND TRAINING POLICY FOR VOLUNTEER FIRE FIGHTERS	NUMBER: 32	EFFECTIVE DATE: November 18, 1997	PAGE 1 OF 1
	REVISED: June 16, 2014	APPROVED BY CITY MANAGER:	
	SUPERSEDES: October 7, 2013	APPROVED BY CITY COUNCIL:	

The Tomball Fire Department, previously a volunteer based service delivery system, has transitioned to a system which is based on career firefighters working traditional 24 hours on duty followed by 48 hours off duty. The present system staffs a minimum level of personnel to insure a response is made to emergency and other incidents. To attain a staffing model that achieves that of national standards, the Department utilizes part-time paid personnel during the day-time hours and volunteer personnel during the night-time hours. ~~Presently, the staffing model requires three volunteer members each night to achieve its performance goals.~~ The staffing model, utilizing full-time, part-time and volunteer firefighters provides opportunities for volunteer members each night and at other times to achieve the Department's performance goals.

To encourage active participation by volunteer members of the Tomball Fire Department and to ensure adequate staffing to emergency responses, the City Council has established the following pay policy, effective ~~October 1, 2013~~ June 16, 2014:

1. Volunteer firefighters will be paid for working night-time and fill-in day-time shifts, seven (7) days a week.
2. Those volunteer firefighters working ~~the night-time shifts~~ these shifts will be paid \$40.00 per ~~night-time~~ shift.
3. A shift will be defined as a time period of between 10 and 24 consecutive hours each day.
4. Volunteer firefighters will respond on the apparatus to which they are assigned for that shift and may respond to calls made within the City's fire district as well as mutual aid calls, when mutual aid is requested by the adjoining district. The City's fire district is defined in Harris County Fire Map, Zone 31 and includes the area inside the city limits as well as inside the boundaries of Harris County Emergency Services District #15.
5. The Assistant Chief of Operations will create the shift assignment schedule for each volunteer participating in the program and will be required to certify at the end of each pay period those members eligible for pay. The report will include the number of shifts completed by each member. Individual checks will be given to each member for the total number of shifts and will be paid on a monthly basis.
6. Shift checks will be issued per City Policy.
7. Volunteer fire fighters with the Tomball Fire Department will be compensated at the rate of \$40 per day (shift) to attend up to one week of outside training per year. All volunteer members training that will involves travel and overnight stays must be pre-approved by the department head. The Fire Department will budget for these classes, travel and other training-related costs.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: June 16, 2014

Topic:

Approve Interlocal Agreement between the City of Tomball and the Tomball Independent School District (TISD), affording the Tomball Police Department the Ability to Assign Four (4) Student Resource Officers (SROs) to TISD Campuses.

Background:

The purpose of this Interlocal Agreement is to ensure that adequate services are provided to TISD as well as to define the scope of the duties and responsibilities of all interested parties. The officers assigned to TISD under this agreement will function as SROs at the High Schools and Junior High Schools, as well as teach a drug prevention program to students at the intermediate level.

The agreement covers the 2014-2015 school year and will be renegotiated each year thereafter. The costs associated with this School Resource Officer position are reimbursed to the City as a 70% work equivalent (187 days) to cover the regular school year. Total payment to City of Tomball from TISD for the year will be \$265,914.00.

This is a renewal of the 2013-2014 agreement.

Origination:

Robert S. Hauck

Recommendation:

It is recommended that the City of Tomball enter into this Interlocal Agreement with the Tomball Independent School District.

Funding: Yes

Account Number: 121-100-5730

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:

SRO-ILA

INTERLOCAL AGREEMENT (Student Resource Officer)

1. PARTIES

1.1. The Parties to this Agreement are City of Tomball (“City”), a body corporate and politic under the laws of the State of Texas, and TOMBALL INDEPENDENT SCHOOL DISTRICT (“the Contractor”).

2. PURPOSE

2.1. The Contractor wants the Chief of Police of the City of Tomball, Texas, to authorize and direct four (4) law enforcement officers to each devote 187 days of their working time, “working time” being defined as eight (8) hours per day, to the Contractor. The law enforcement officer referenced above will be referred to collectively as “extra officers” whether one or more.

3. TERM OF THE AGREEMENT

3.1. The term of this Agreement begins on August, 1, 2014, and ends on July 31, 2015, unless terminated sooner in accordance with Section 7.

4. CITY’S RIGHTS AND OBLIGATIONS

4.1. City agrees to authorize the Chief of Police to appoint the extra officer effective at the beginning of the contract term, so as to enable (but not require) the Chief of Police to appoint the extra officer to devote 187 days of his/her working time to Tomball Independent School District facilities (“the area”). As used herein, the phrase “working time devoted to the area” means the usual or normal hours that extra officer is required to work in any calendar month and does not include any extra or overtime work. The time the extra officer is on duty within the area, the time the extra officer is in court in connection with cases arising out of events occurring within the area, the time the extra officer spends preparing reports and documents pertaining to events occurring in the area, the time the extra officer spends in making preparations to provide law enforcement in the area, the time the extra officer spends transporting persons arrested in the area to jail, the time the extra officer spends investigating crimes or possible crimes committed in the area, are deemed working time devoted to the area. The activities listed above are explanatory and the meaning of “working time devoted to the area” is not limited to those activities.

4.2. Contractor understands and agrees that if the Chief of Police appoints the extra officer to the area, the Chief of Police retains the control and supervision of the extra officer to the same extent as he does other officers.

4.3. The extra officer assigned in accordance with this Agreement shall perform the duties as assigned by the Contractor, subject to the control and supervision of the Chief of Police and the City of Tomball. The rules, regulations, procedures, and policies of the City shall govern the performance of duties rendered pursuant to this agreement.

4.4 The Contractor shall provide an office, a networked computer, and general office supplies needed for the extra officers to perform their Student Resource Officer duties. The Chief of Police shall supply all equipment necessary to perform police functions and services.

5. CONTRACTOR'S PAYMENT OBLIGATION

5.1. The Contractor agrees to pay the City of Tomball the sum of TWO HUNDRED SIXTY FIVE THOUSAND NINE HUNDRED FOURTEEN DOLLARS (\$265,914.00) to contract police services, or to be used by the City of Tomball for the purpose of supplementing the cost to the City for supplying the law enforcement services, including salaries and any additional expenses the City may incur in providing the services for a period of 187 days beginning the 20th day of August, 2014. Contractor must make payments on the total sum in installments, which are due and payable, without demand, on or before the following dates in the amounts set forth:

Nine (9) payments of \$29,546, due on the 20th of each month, first payment due September 20, 2014.

5.2. If the term of this Agreement is terminated at any time other than at the end of a semester, payments under this Contract shall be prorated.

5.3. Contractor understands and agrees that if the City does not receive the payments within thirty (30) days of the date due, the City is authorized to terminate this Agreement without further notice. Further, City's failure to make demand for payments due is not a waiver of Contractor's obligation to make timely payments.

6. CITY'S PREROGATIVE TO APPOINT EXTRA OFFICERS

6.1. Contractor understands and agrees that this Agreement is not intended (nor shall it be construed) to obligate the Chief of Police in any manner whatsoever to assign the extra officer to devote any portion of his/her working time to the area. However, if for any reason the extra officer does not devote substantially 187 days of his/her full-time equivalent working time to the area during the term of this Agreement, then the Contractor is obligated to pay the City only a proportionate part of the total sum identified above. If the amount paid by the Contractor to City of Tomball exceeds the proportionate part, the Contractor is entitled to a refund from City of Tomball of the excess amount paid.

7. TERMINATION AND DEFAULT

7.1. Prior to the expiration of the term, either Party is authorized to terminate this Agreement without cause by giving to the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.

8. NOTICE

8.1. Any notice permitted or required to be given to City of Tomball hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Tomball Police Department
Attn: Chief of Police
400 Fannin Street
Tomball, Texas 77375

Any notice permitted or required to be given to Contractor hereunder may be given by registered mail or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Tomball Independent School District
Attn: Superintendent
310 South Cherry Street
Tomball, Texas 77375.

Notice shall be deemed given upon deposit of the notice in the United States Mail as aforesaid.

8.2. Either Party may designate a different address by giving at least ten (10) days written notice in the manner provided above.

9. MISCELLANEOUS

9.1. The terms and provisions of this Contract constitute the entire Agreement between the City and the Contractor, and no modification of this Contract is effective unless in writing and executed by both parties.

SIGNED in duplicate originals this _____ day of _____ 2014.

APPROVED AS TO FORM:

City of Tomball

ATTEST:

By:
Doris Speer
City Secretary

By:
Gretchen Fagan
Mayor

Tomball Independent School District

ATTEST:

By:
Chris Trotter
Assistant Superintendent

By:
Huey Kinchen
Superintendent

Regular City Council

Agenda Item

Data Sheet

Meeting Date: June 16, 2014

Topic:

Approve Interlocal Agreement between the City of Tomball and the Tomball Independent School District, Affording the Tomball Police Department the Ability to Provide Police Services on a Contractual Basis for Specialized Events Occurring Before, During and After the Normal Campus Hours.

Background:

The purpose of this Interlocal Agreement is to ensure that clear guidelines are established and set in place to address the specific and individual needs of the Tomball Independent School District (TISD) pertaining to event security. The Interlocal Agreement affords the officers of the Tomball Police Department the ability to provide police related services for specialized events occurring before, during, and after normal campus hours.

This Interlocal Agreement covers the 2014-2015 school year and sets the payment terms. Full-time officers are paid directly by the TISD, and part-time officer pay is reimbursed to the City. All mileage costs are fully reimbursed to the City.

This is a renewal of the 2013-2014 agreement.

Origination:

Robert S. Hauck

Recommendation:

It is recommended that the City of Tomball enter into this Interlocal Agreement with the Tomball Independent School District.

Funding: Yes

Account Number: 100-121-6108

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:

Ofc and Veh-ILA

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF TOMBALL AND
THE TOMBALL INDEPENDENT SCHOOL DISTRICT
FOR USE OF POLICE OFFICERS AND MANNED VEHICLES**

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

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into effective the 1st day of August 2014, by and between the City of Tomball, Texas (the “City”), and the Tomball Independent School District (the “School”), each acting through its duly authorized executive officer.

RECITATIONS

The City and the School are governmental units and political subdivisions authorized by the Interlocal Cooperation Act, Article 4413(32c), Texas Revised Civil Statutes, to enter into this Agreement for the purpose of performing governmental functions and services; and

The School desires to obtain the authorized services of City police officers and/or patrol vehicles, operated by City Police Officers and City Part-time Police Officers only, for School functions including, but not limited to, traffic direction at athletic events, traffic duty for the first day of school, and as escorts to out-of-town athletic events.

The School recognizes that the primary duty of the Police Chief and the City Police Department is to serve the City of Tomball and that the provision of the officers and/or manned vehicles shall be governed by the terms of this Agreement; **NOW THEREFORE,**

Section 1.0. The recitations stated above are true and correct.

Section 2.0. Consideration and Term. For and in consideration of the mutual promises, covenants, obligations, and benefits to the City and the School, the parties agree and contract is provided below in this Agreement. This Agreement shall remain in effect for the 2014-2015 school year, and it shall be renewed automatically, from school year to school year, unless terminated by either party in accordance with the provisions of Section 8.0, “Termination”, of this Agreement.

ARTICLE I

OBLIGATIONS OF CITY

Section 3.0. Police Officer and Patrol Vehicle Services. The City will provide and assign police officers and/or patrol vehicles, to be operated by Tomball Regular and Part-time Police Officers only (the “*Vehicle* or *Vehicles*”), to the School for the performance of reasonable police services including, by way of illustration and not limitation, the following:

- 3.1. Traffic direction for football games or other school-sponsored events;
- 3.2. Traffic duty for the first day of school;
- 3.3. Escorts to out-of-town athletic events; and
- 3.4. Assistance with crowd control at school-sponsored events.

This Agreement will not obligate the School to pay additional compensation to the City for the customary or routine services of the Police Department, as such services are customarily provided to citizens, businesses, and governmental units within the City’s jurisdiction, it being the intention of the parties to provide for situations in which additional services are requested and provided in accordance with the terms of this Agreement.

Section 4.0. Procedure. Prior to the need of officers and/or Vehicles by the School, the School shall contact the City of Tomball Chief of Police (the “*Chief*”) and outline to the Chief the particular needs, services, and scheduling required. The Chief, or the Chief’s designee if the Chief is absent, shall assign Officers and/or Vehicles to the School for such duties.

Section 5.0. As Assigned. When Available: Control. Assignments will be made solely as and when available, and at the sole discretion of the Chief of Police. The parties acknowledge that in making Officer and Vehicle assignments the Chief and the Police Officers have a first and primary duty to perform police functions and services for the citizens of the City of Tomball, including cooperative efforts with other jurisdictions, and in the event of the occurrence of any public disaster, major crime, riot, or such other paramount public need as may arise (as determined by the Chief of Police or the Chief’s designee), then the police will be obligated to first devote their efforts and equipment to those needs, rather than in connection with this Agreement with the School.

This Agreement is not intended, nor shall it be construed, to obligate the City of Tomball or its Police Department in any manner whatsoever; it is intended to set out the terms and conditions for the assignment of Officers and Vehicles operated by the City Police Officers in accordance with this Agreement.

The Officers and the Vehicles assigned in accordance with this Agreement shall perform the duties as assigned by the School subject to the control and supervision of the

Chief of Police and the City of Tomball. The rules, regulations, procedures, and policies of the City shall govern the performance of duties rendered pursuant to this Agreement.

Section 6.0. Vehicle charges: Payments for Officers' Services.

6.1. Vehicle Charges. The School will pay for actual mileage, computed from the time a Vehicle leaves the Police Department through its return to the Police Department. The rate shall be computed at the then current mileage rate allowed under IRS regulations. Actual mileage information shall be kept by the Police Officer(s) in written record form and submitted to the Chief of Police who shall approve it and then forward the information on the City's Chief Financial Officer.

6.2. Regular Police Officers. Time or hours worked by Regular Police Officers who perform services under this Agreement for the School as an extra job shall be submitted by the Police Officer(s) in written form to the Chief of Police. After approval, the Chief shall forward the charges to the School, and the School will pay for those services directly to the individual Officers who worked those extra jobs for the School.

It is the intent of this Agreement that Regular Police Officers contract directly with the School in connection with these extra jobs.

6.3. Part-time Police Officers. Part-time Police Officers who perform services under this Agreement are performing contract services for the School, through the City, at a rate of \$32.00 per hour with a four (4) hour minimum. Special Assignments/Events, such as "Opening Day of School/Traffic Control", of two (2) hours or less will be paid at a flat rate of \$60.00. If within the allotted time frame the officer(s) work additional assignments/locations, the rate of pay will remain at \$60.00 unless the assignment lasts longer than two (2) hours. The school will reimburse the City at the same rate. The Chief of Police will submit records of the work performed to the Chief Financial Officer for billing.

6.4. Regular/Full Time Police Officers. Regular/ Full-Time Police Officers who perform services under this Agreement are performing contract services for the School, at a rate of \$32.00 per hour with a four (4) hour minimum. Assignments/Events, such as "Opening Day of School/Traffic Control", of two (2) hours or less will be paid at a flat rate of \$60.00. If within the allotted time frame the officer(s) work additional assignments/locations, the rate of pay will remain at \$60.00 unless the assignment lasts longer than two (2) hours. The school will pay the officer directly.

6.5. Statement of Charges: Disputes. A statement of charges due for mileage and Part-time Officer work will be sent to the School District by the Chief Financial Officer. The statements may be prepared on a monthly or quarterly basis. All statements of charges will be delivered or sent by regular mail to the School and will be due upon receipt. Charges shall be paid no later than thirty (30) days from the date of the statement.

All questions or disputes regarding charges under this Contract may be resolved between the Chief Financial Officer of the City, the Chief of Police, and the Chief Financial Officer of the School, with a written report of the resolution to be made a part of the record. Upon request to the City's Chief Financial Officer, the School or its representatives may inspect and review the city's documentation supporting any statement at any time during the City's regular business hours.

Section 7.0. Insurance: Responsibility. It is expressly understood and agreed that the City and the School shall each provide insurance coverage for their respective personnel, agents, representatives, and equipment in connection with this Agreement. Further, each party shall be responsible for the actions of its respective personnel, agents, representatives, and equipment, in accordance with State and federal laws.

This provision is to delineate the continued, independent operations of the City and the School as separate political subdivisions, and it is not intended, nor shall it be construed, to create any right, benefit, entitlement, or third-party beneficiary relationship with any person or entity.

Section 8.0. Termination. This Agreement may be terminated at any time by either party by giving at least thirty (30) days advance written notice to the other party. The termination notice shall specify the effective date of the termination, which shall in no event be more than sixty (60) days after the date the termination notice is given. This Agreement may be terminated immediately if the School defaults in the payment of mileage charges; provided, however, such termination will not prejudice the City's right to payment of any outstanding charges or the obligation of the School to pay them.

Section 9.0. Notice. Any notice which is permitted or required to be given under this Agreement shall be given in writing, sent by registered or certified mail, addressed to the respective parties as follows:

Chief of Police
City of Tomball
400 Fannin Street
Tomball, Texas 77375

Assistant Superintendent for Administrative Services
Tomball Independent School District
310 South Cherry Street
Tomball, Texas 77375

Notice shall be deemed given to either party upon delivery or deposit of the notice in the U.S. mail.

Section 10.0. General.

10.1. This Agreement is the sole agreement between the parties. There are no other agreements between the parties, nor will any purported agreement, oral or in writing, be given effect. This Agreement may be amended by the authorized execution of an amending document executed in the same manner and with the same formalities as this Agreement.

10.2. This Agreement shall be construed and governed by the laws of the State of Texas, and enforced in Harris County, Texas.

10.3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Agreement or the application of the same shall for any reason be adjudged invalid or held unconstitutional by a court of competent Jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or Any part or provision hereof other than the part declared to be invalid or unconstitutional.

10.4. This Agreement may not be assigned by either party.

Executed in multiple, original counterparts, each of which shall be considered an original Agreement for all purposes, effective the ____ day of _____ 2014.

APPROVED AS TO FORM:

City of Tomball

Doris Speer
City Secretary

Gretchen Fagan
Mayor

ATTEST:

Tomball Independent School District

Chris Trotter,
Assistant Superintendent

Huey Kinchen,
Superintendent