

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



MONDAY, MARCH 17, 2014

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, March 17, 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 Al Navarro, Puente Para Cristo

3.0 Pledges to U.S. and Texas Flags

- Led by Members of the Tomball High School Student Council

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

accordance with law.]

5.0 Reports and Announcements

- **March 23, 2014 – “2014 Ride 2 Recovery Texas Challenge”** Welcome and Rest Stop – 9:30 a.m.-11:00 a.m.
- **March 25, 2014 (Tuesday) – Special City Council Meeting – 6:00 p.m.**
- **March 28-30, 2014 – Tomball German Heritage Festival** – 3/28, 6:00 p.m.-10:00 p.m.; 3/29, 10:00 a.m.-10:00 p.m.; 3/30, 10:00 a.m.-6:00 p.m. – Old Town Tomball and Market Street
- **April 12, 2014 – 6th Annual 5K Bunny Run and 1 Mile Kids Walk**
- **April 21-25, 2014 – Annual Spring Clean-Up and Chipping Week**
- **April 26, 2014 – Tomball Consolidated Recycling Day at LoneStar College-Tomball** - 10:00 a.m.-2:00 p.m.
- **April 28-May 6, 2014 – Early Voting for the May 10, 2014 Charter Amendment Election**
- **May 3-4, 2014 – 3rd Annual Rails & Tails Mudbug Festival**
- **May 10, 2014 – Charter Amendment Election** – City Hall, 7:00 a.m.-7:00 p.m.
- **May 24, 2014 – 3rd Annual Memorial Day Weekend Chili Challenge**
- **Walk Tomball!** – Every Saturday at 9:00 a.m. at the Depot
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Craig Meyers Meyers – Introduce Rick Cavazos, new Code Enforcement Officer
 - Mike Baxter – Report on **3rd Annual Tomball Honky Tonk Music Festival**
 - Glenn Windsor – City of Tomball Receives Upgraded Bond Rating

6.0 Approve the Minutes of the March 3, 2014 Regular City Council Meeting

7.0 Old Business:

- 7.1 Adopt, on Second Reading, Ordinance No. 2014-05, an Ordinance of the City Council of Tomball, Texas, Approving the First Amended and Restated Service and Assessment for the City of Tomball Public Improvement District (PID) No. 2, for the Raleigh Creek Subdivision

8.0 New Business:

- 8.1 Adopt, on First Reading, Ordinance No. 2014-06, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section One Properties within the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision); and Making Certain Findings Related Thereto
- 8.2 Approve Resolution No. 2014-06, Canceling the Regular City Officer’s Election Scheduled to be held on the 10th Day of May, 2014, in Accordance with Section 2.053(a) of the Texas Election Code; Directing the Giving of

Notice of Such Cancellation of Election; and Providing Details Relating to the Cancellation of Such Election

Aprobar la Resolución Nro. 2014-06 Cancelando la Elección Regular de Funcionarios Municipales programada para celebrarse el día 10 de mayo de 2014 de acuerdo con la Sección 2.053(a) del Código Electoral de Texas; instruyendo que se de aviso de tal cancelación de elección; y proveyendo detalles relativos a la cancelación de tal elección.

Chấp thuận Nghị Quyết số 2014-06, Hủy Bỏ Cuộc Bầu Cử Viên Chức Thành Phố Thường Kỳ Dự Kiến sẽ được tổ chức vào ngày 10 tháng Năm, 2014, Chiếu theo Mục 2.053(a) của Bộ Luật Tuyển Cử Texas; Chỉ thị việc đưa ra Thông Báo về Hủy Bỏ Cuộc Bầu Cử đó; và Cung Cấp Thông Tin Chi Tiết Liên quan đến việc Hủy Bỏ Cuộc Bầu Cử đó.

通過決議案2014-06，取消一般市府官員應於2014年5月10日的選舉計畫，其是根據德克薩斯州選舉法2.053(a)節；茲此通知該選舉取消；以及提供關於取消該選舉的詳情。

- 8.3 Approve Purchase of Auto Gyro, MTO Sport, Gyroplane for the Tomball Police Department, in the Amount of \$85,000
- 8.4 Approve a Professional Services Agreement with Impact DataSource, LLC, in the amount of \$15,000 for an Economic Impact Analysis of Constructing Single-Family Homes on Exisiting 25-Foot Wide Platted Lots in the Old Town Area.
- 8.5 Postpone and Set a New Date to Hold Special City Council Meeting to Workshop Non-Conforming Lots, Currently Scheduled to be Held on March 25, 2014, to Allow Completion of the Economic Impact Analysis.
- 8.6 Approve the following plat as recommended by the Planning and Zoning Commission:

REPLAT DANIELS I: Being a subdivision of 0.161 acre of land situated in the W. Hurd Survey, Abstract Number 371, Harris County, Texas and being a Replat of Lots 20 and 21, in Block 63 of the Tomball Townsite, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume A, Page 25 of the Map Records of Harris County, Texas.

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 13th

day of March 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: March 17, 2014

Topic:

- Led by Pastor Al Navarro, Puente Para Cristo

Background:

Origination:

Recommendation:

Funding:

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

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

Regular City Council Agenda Item Data Sheet

Meeting Date: March 17, 2014

Topic:

- Led by Members of the Tomball High School Student Council

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

Meeting Date: March 17, 2014

Data Sheet

Topic:

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 - Mike Baxter – Report on **3rd Annual Tomball Honky Tonk Music Festival**
 - Glenn Windsor – City of Tomball Receives Upgraded Bond Rating

Background:

Origination:

Various

Recommendation:

N/A

Funding:

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

City Secretary

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

ATTACHMENTS:

March 23, 2014 – “2014 Ride 2 Recovery Texas Challenge” Welcome and Reception

Annual Spring Clean-Up and Chipping - Map

Annual Spring Clean-Up and Chipping - Press Release

Tomball Consolidated Recycling Day at LoneStar College-Tomball

3rd Annual Tomball Honky Tonk Music Festival

Standard & Poor's Rating Letter and Rationale



RIDE 2 RECOVERY

★ Sunday, March 23, 2014 ★ 9:30 a.m.

Main Street in Tomball, Texas

"They were there for us . . . so, let's be here for them!"



• Welcome more than 200 military heroes as they cycle through downtown Tomball on their multi-day trek to Fort Worth . . . It's the "Ride 2 Recovery Texas Challenge" . . .



• Toss on your red, white & blue, then join us on Main Street to wave Old Glory and cheer for these men and women who have given so much for our freedom . . .

• Arriving in four waves starting around 9:30, the cyclists will stop at the Depot for a short

break, then be back onto Main Street to Business 249 N.

Call 281-351-5484, or visit tomballtx.gov for details.



THIS INFORMATION IS BEING
DISTRIBUTED AS A COMMUNITY
SERVICE AND TOMBALL IS NOT A
SPONSORING ORGANIZATION

City of Tomball

Spring Clean up

Week of April 21-26, 2014
Monday – Saturday - 8:00 am - 4:30 pm

Objective:

Provide the citizens of Tomball the opportunity to dispose of large, hard-to-handle items that cannot be collected under the normal garbage service. **** (Remember this is for residents of Tomball only (must have City utility bill as proof); NO COMMERCIAL BUSINESS OPERATORS) ****

Roll Offs will be available at the City Landfill Site (0.4 miles north of E. Hufsmith on Rudolph) to dispose of the acceptable items. See map to landfill site below.

Acceptable Items:

- | | | |
|------------------------------|--------------------------|-----------------------------------|
| • Lumber | • Bricks (small amount) | • Gutter material |
| • Bicycle parts | • Empty buckets or pails | • Cardboard boxes |
| • Plywood (4 cubic yd. max) | • Rocks (small amount) | • Lawn mowers (oil & gas removed) |
| • Rugs/carpet | • Washing machines | • Dishwashers |
| • Siding | • Dryers | |
| • Clothing | • Water heaters | |
| • Box springs and mattresses | • Furniture | |

Not Acceptable:

- | | | |
|----------------------------------|--|--|
| • Tree trimmings | • Insecticides | • Raw meats, food products or byproducts |
| • Limbs or stumps | • Container with unmarked labels holding liquids | • Televisions |
| • Tires | • Sealed containers of any type | • Computers |
| • Engine blocks | • Large amounts of construction or demolition material | • Refrigerators |
| • Structural steel | • Smoke detectors | • AC units |
| • Equipment with oil or gasoline | • Pressurized vessels | • Appliances with Freon or fluids |
| • Fertilizers | • Flammable, combustible or corrosive products | • Paint |
| • Pool chemicals | | |
| • Batteries | | |
| • Oil filters | | |

All appliances must be drained and tagged by a licensed technician.

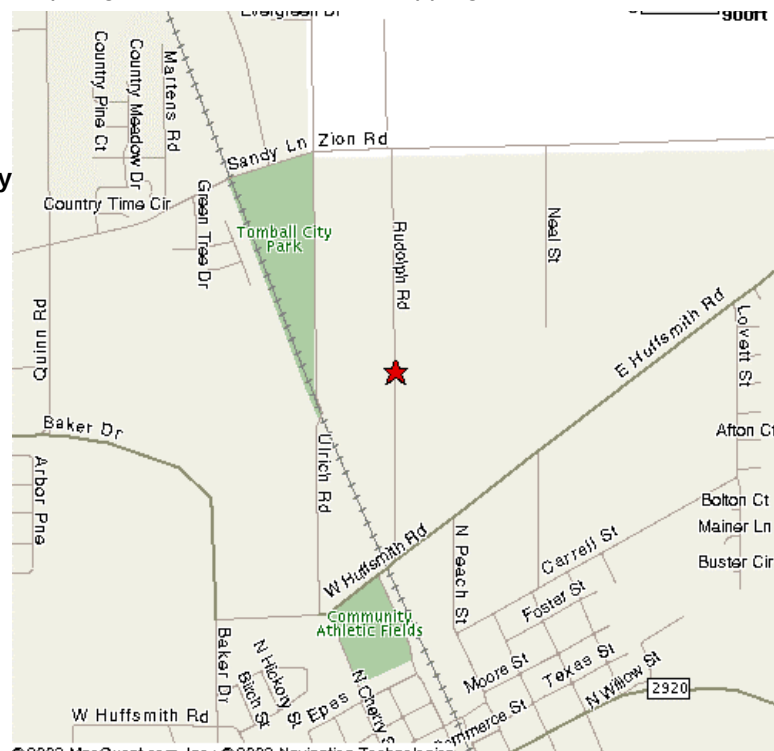
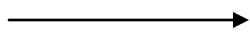
Acceptable items are anything that is inert and would not harm the environment before or after disposal into a landfill.

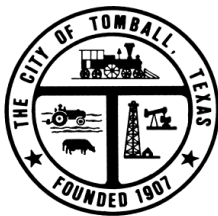
The City of Tomball will provide a free chipping service for brush and small limbs during the week of Tomball Cleanup. To participate, please call **(281) 290-1400** the week before the cleanup begins to be added to the chipping list.

CHIPPING SPECIFICATIONS:

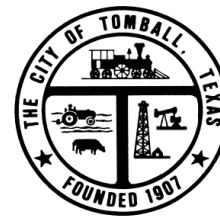
- Turn all big ends toward road or in one direction
- Limit size to 6 ft.-8 ft., maximum
- Keep logs separate from limbs, nothing over 6" dia.
- Place limbs & brush near roadside and not on property
- Leaves, please bag for regular garbage pickup

Map to Tomball landfill site





PRESS RELEASE



TOMBALL PUBLIC WORKS DEPARTMENT

501 James St., Tomball, Texas 77375
(281) 290-1400 Fax: (281) 351-4735

For Immediate Release

Date: March 7, 2014
Contact: David Kauffman, Director of Public Works
Phone: (281) 290-1425

Tomball Annual Spring Cleanup Week and Consolidated Recycling Day

Bulk Waste Drop Off

Time to clean out the garage and the old shed, and clean up the yard! The City of Tomball Public Works Department will conduct its Annual Spring Cleanup Week beginning April 21 and ending April 26, 2014. The drop off site for bulk waste only is located at the City's closed landfill site on Rudolph Rd., 0.4 miles north of E. Hufsmith. A city utility bill is required as proof of residency, and no commercial operators are accepted. The drop off site is open for bulk waste items such as; old furniture, mattresses, appliances (properly drained and tagged), carpeting, and small amounts of lumber and building materials. Items not accepted at the drop off site include; brush and yard waste, batteries, unmarked containers, hazardous chemicals, household trash (food) televisions, and paint.

Curbside Brush and Limb Chipping Service

In addition to the bulk waste drop off, the public works department will also be providing curbside brush and limb chipping services. Please place all limbs (less than 6" in diameter) parallel with the street and place all stumps and logs separately. Leaves and small clippings should be bundled or bagged and placed with your normal weekly trash pickup. Please call 281-290-1400 the week before the cleanup begins to be added to the chipping list. No brush, limbs, or trees placed by contractors.

Consolidated Recycling Day

Join your community for a great day of recycling! Tomball Consolidated Recycling Day will be held April 26, 2014 from 10am – 2pm, and will be located at 30555 Tomball Parkway, at the Lone Star College – Tomball Campus. Drive thru and drop off your e-waste (electronics), old prescription drugs, car tires, car batteries, used motor oil and antifreeze, paper shredding, and recyclable paper/cardboard, plastics, and glass. Items not accepted include paint and hazardous chemicals and televisions over 27". This event is sponsored by; The City of Tomball, Tomball Police Department, Tomball Public Works, CompuCycle, Lone Star College Tomball, Southern Shred, Interstate Batteries, WCA of America, DEA National Take-Back Initiative, Phoenix Oil, Mann's Tire, Locatelli's Pizza, Buffalo Wild Wings, and Walgreens.

For more information go to www.ci.tomball.tx.us or contact the Public Works Department at 281-290-1425.

Tomball Consolidated Recycling Day

Lone Star College –Tomball Campus
30555 Tomball Parkway

South entrance

April 26th from 10am-2pm

Drive Thru and Drop Off the following APPROVED items:
E-Waste (computers and all accessories, Fax machines, laptop batteries, UPS/Lithium/Ni-Cad Batteries, Small kitchen appliances), Prescription Drugs (pill & liquid), Tires (car/truck/atv), Car Battery (Non-Leaking), Used Motor Oil, Household paper/plastics/glass, Paper Shredding

~~Plastic Bags, Paint, Styrofoam~~

Thanks to our Community Partners and Sponsors!!!



Southern Shred

TIRE AND WHEEL CONNECTION



LOCATELLI'S PIZZA



Walgreens
AT THE CORNER OF **HAPPY & HEALTHY™**

Got Drugs?

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Press Release

February 19, 2014

FOR IMMEDIATE RELEASE

CONTACT: Mike Baxter – 281-222-4775 email: mbaxter@tomballtx.gov

TOMBALL READIES FOR HONKY TONK MUSIC FESTIVAL & WASHERS TOURNEY

Grab your boots and get ready to two-step around the Depot as Tomball gets ready for the 3rd annual Tomball Honky Tonk Music Festival on Saturday, March 15, 2014.

Returning for an encore performance will be Texas crooner Dale Watson. Based in Austin, Watson has been entertaining a loyal fan base for years with his distinctive classic rockabilly and honky tonk -style that flashes back to the 1950s and '60s.

Texas kickers Jeff Woolsey & the Dancehall Kings are scheduled to perform the hard-core, honky tonk shuffle sound that they call their own, and have made them one of the hottest bands on the Lone Star dancehall circuit.

Direct from the Grand Ole Opry in Nashville, Tennessee this year's event will also include Amber Digby & Midnight Flyer. Amber's style of country music is reminiscent of Patsy Cline, Connie Smith and Loretta Lynn and the time when country music was really "Country." Joining Amber on-stage will be south Texas country music favorite Justin Trevino.

Rounding out the afternoon lineup will be Country Jim & His All-Stars.

A new addition to this year's event is the first-ever *Tomball Two-Step Washers Tournament*, with \$500 in cash prizes, sponsored by Custom Washer Board in Cypress, Texas. To register online, go to racesonline.com. Limited entries will be accepted, so do it now!

The Tomball Honky Tonk Music Festival is Saturday, March 15, 2014 at the old Depot in downtown Tomball, Texas. The fun starts at noon. Admission and parking are free. Tomball is just 28 miles northwest of downtown Houston at FM 2920 and State Highway 249.

For more information, call 281-351-5484, visit tomballtx.gov, and "like" Tomball at [facebook.com/tomballtexasanforfun](https://www.facebook.com/tomballtexasanforfun).

March 5, 2014

City of Tomball
401 Market Street
Tomball, TX 77375
Attention: Mr. Glenn Windsor, Director of Finance

Re: ***Tomball, Texas, General Obligation Bonds***

Dear Mr. Windsor:

Standard & Poor's Ratings Services ("Ratings Services") has reviewed the rating on the above-listed obligations. Based on our review, we have raised our credit rating from "AA-" to "AA+" while affirming the stable outlook. A copy of the rationale supporting the rating and outlook is enclosed.

This letter constitutes Ratings Services' permission for you to disseminate the above rating to interested parties in accordance with applicable laws and regulations. However, permission for such dissemination (other than to professional advisors bound by appropriate confidentiality arrangements) will become effective only after we have released the rating on standardandpoors.com. Any dissemination on any Website by you or your agents shall include the full analysis for the rating, including any updates, where applicable.

To maintain the rating, Standard & Poor's must receive all relevant financial and other information, including notice of material changes to financial and other information provided to us and in relevant documents, as soon as such information is available. You understand that Ratings Services relies on you and your agents and advisors for the accuracy, timeliness and completeness of the information submitted in connection with the rating and the continued flow of material information as part of the surveillance process. Please send all information via electronic delivery to pubfin_statelocalgovt@standardandpoors.com. If SEC rule 17g-5 is applicable, you may post such information on the appropriate website. For any information not available in electronic format or posted on the applicable website,

Please send hard copies to:

Standard & Poor's Ratings Services
Public Finance Department
55 Water Street
New York, NY 10041-0003

The rating is subject to the Terms and Conditions, if any, attached to the Engagement Letter applicable to the rating. In the absence of such Engagement Letter and Terms and Conditions, the

rating is subject to the attached Terms and Conditions. The applicable Terms and Conditions are incorporated herein by reference.

Ratings Services is pleased to have the opportunity to provide its rating opinion. For more information please visit our website at www.standardandpoors.com. If you have any questions, please contact us. Thank you for choosing Ratings Services.

Sincerely yours,

A handwritten signature in black ink that reads "Standard & Poor's". The signature is written in a cursive, flowing style. The words "Standard" and "Poor's" are connected by an ampersand. The signature is set against a light green rectangular background.

Standard & Poor's Ratings Services

jg
enclosure

Standard & Poor's Ratings Services Terms and Conditions Applicable To Public Finance Credit Ratings

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No Third Party Beneficiaries. Nothing in any credit rating engagement, or a credit rating when issued, is intended or should be construed as creating any rights on behalf of any third parties, including, without limitation, any recipient of a credit rating. No person is intended as a third party beneficiary of any credit rating engagement or of a credit rating when issued.

RatingsDirect®

Summary:

Tomball, Texas; General Obligation

Primary Credit Analyst:

Kate Choban, Dallas (1) 214-871-1420; kate.choban@standardandpoors.com

Secondary Contact:

Emmanuelle Lawrence, Dallas (1) 214-871-1473; emmanuelle.lawrence@standardandpoors.com

Research Contributor:

Sonali Suri, CRISIL Global Analytical Center, an S&P affiliate, Mumbai

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Rationale

Outlook

Related Criteria And Research

Summary:

Tomball, Texas; General Obligation

Credit Profile

Tomball GO

Long Term Rating

AA+/Stable

Upgraded

Rationale

Standard & Poor's Ratings Services raised its long-term rating to 'AA+' from 'AA-' on Tomball, Texas' existing general obligation (GO) debt based on our local GO criteria published Sept. 12, 2013. The outlook is stable.

An ad valorem tax, within the limits prescribed by law, on all taxable property in the city secures the bonds.

The rating reflects our assessment of the following factors for the city.

- Strong economy, with its projected per capita effective buying income at 101.8% of the U.S. and per capita market value of \$124,826. Tomball is about 32 miles northwest of Houston. Residents have access to employment opportunities in the Houston metropolitan area. The major employers in the city are Tomball Regional Medical Center (1,600 employees) and Tomball Independent School District (1,436).
- Very strong budgetary flexibility with reserves above 30% of expenditures for the past several years and slated to increase. Audited fiscal 2012 reserves were \$9.8 million or 58.6% of expenditures. Unaudited financials for fiscal 2013 indicate that the city would end with an available general fund balance of 69.6% of expenditures.
- Adequate overall budgetary performance as the city posted a deficit of 3.1% for the general fund in fiscal 2012 but a surplus of 1.3% of total governmental funds. Sixty-six percent of the general fund revenues are derived from sales taxes, a volatile revenue stream. However, the city's maintenance of sound reserves partially offsets the impact of the volatility of the sales tax revenue stream.
- Very strong liquidity, with total government available cash as a percent of total governmental fund expenditures and as a percent of debt service both above 90%. We believe the city has strong access to external liquidity based on the frequency of debt issuances made by the city in the past.
- We view the city's management conditions as very strong with strong financial practices.
- Adequate debt and contingent liabilities profile, with total governmental fund debt service as a percentage of total governmental fund expenditures at 10.8%, and with net direct debt as a percentage of total governmental fund revenue at 157.9%. We view the city's amortization as rapid, with the city retiring 66.9% of debt in the next 10 years.
- The city provides pension benefits to all full-time employees through the statewide Texas Municipal Retirement System (TMRS), an agent multiple-employer public employee retirement system. Under state law, the contribution rate is determined annually by an actuary and the city contributes to the TMRS plan at the actuarially determined rate. For 2012, the city fully funded its annual pension cost of about \$1.06 million or 5.4% of total governmental fund expenditures. The city also offers other postemployment benefits (OPEB). It paid about \$33,000 in OPEB in 2012 and does not expect the liability to increase significantly in the future.
- We consider the Institutional Framework score for Texas cities as strong. See Institutional Framework score for Texas.

Outlook

The stable outlook reflects our view that the city would maintain its very strong budgetary flexibility, with support provided by its very strong management. The stable outlook is further supported by the city's strong and growing economy with access to Houston metropolitan area. For these reasons, we do expect to change the rating during the two-year outlook period.

Related Criteria And Research

Related Criteria

USPF Criteria: Local Government GO Ratings Methodology And Assumptions, Sept. 12, 2013

Related Research

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Institutional Framework Overview: Texas Local Governments

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Regular City Council Agenda Item Data Sheet

Meeting Date: March 17, 2014

Topic:

Approve the Minutes of the March 3, 2014 Regular City Council Meeting

Background:**Origination:**

City Secretary

Recommendation:

N/A

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

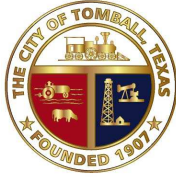
City Secretary

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

ATTACHMENTS:

Draft Minutes - March 3, 2014 Regular City Council Meeting

MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**MONDAY, MARCH 3, 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 Dodson

Others present:

City Manager – George Shackelford
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Fire Chief – Randy Parr
Director of Public Works – David Kauffman
Finance Director – Glenn Windsor
Marketing Director – Mike Baxter
IT Director – Doug Tippey
Community Development Director – Craig Meyers
City Engineer – Lori Lakatos
City Planner – Rebeca Guerra
Community Events Coordinator – Rosalie Dillon
NWEMS Director – Brian Bayani

2.0 The invocation was led by Bruce Hillegeist, President-Greater Tomball Area Chamber of Commerce.

3.0 The pledges to the U. S. and Texas Flags were led by Members of the Tomball High School Student Council.

4.0 The following public comments were received:

- | | | |
|--|---|---|
| Nancy Nygaard
517 W. Main, 77375 | - | Expressed her support for the Tomball Tribune to be designated as the official City newspaper for 2014. |
| Dustin Pfeffer
719 E. Kuehn Street
Bellville, TX | - | Expressed his appreciation for the City's support for Motorcycle Safety Awareness Month |

5.0 Reports and Announcements:

- Mayor Fagan presented a Proclamation declaring May 2014 as ***“Motorcycle Safety and Awareness Month”*** to Mr. Pfeffer and members of motorcycle associations.
- March 8, 2014 – **2nd Saturday at the Depot** – 5:00 p.m.
- March 15, 2014 – **3rd Annual Tomball Honky Tonk Music Festival**
- **March 23, 2014 – “2014 Ride 2 Recovery Texas Challenge”** Welcome and Rest Stop – 9:30 a.m.-11:00 a.m.
- March 25, 2014 (Tuesday) – **Special City Council Meeting – 6:00 p.m.**
- **March 28-30, 2014 – Tomball German Heritage Festival** – 3/28, 6:00 p.m.-10:00 p.m.; 3/29, 10:00 a.m.-10:00 p.m.; 3/30, 10:00 a.m.-6:00 p.m. – Old Town Tomball, Market and Commerce Streets
- April 12, 2014 – **6th Annual 5K Bunny Run and 1 Mile Kids Walk**
- April 21-25, 2014 – **Annual Spring Clean-Up and Chipping**
- April 26, 2014 – **Annual Recycle Day at LoneStar College-Tomball**
- April 28-May 6, 2014 – **Early Voting for the May 10, 2014 General and Charter Amendment Elections**
- May 3-4, 2014 – **3rd Annual Rails & Tails Mudbug Festival**
- May 10, 2014 – **General and Charter Amendment Elections** – City Hall, 7:00 a.m.-7:00 p.m.
- May 24, 2014 – **3rd Annual Memorial Day Weekend Chili Challenge**
- **Walk Tomball!** – Every Saturday at 9:00 a.m. at the Depot
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - David Kauffman – Presented a report to Council regarding 2014 TML Risk Pool Gas Utility Survey Report.

6.0 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve the Minutes of the February 17, 2014 Regular City Council Meeting.

Motion carried unanimously.

7.0 New Business:

- 7.1 Motion was made by Councilman Townsend, second by Councilman Dodson, to approve the Tomball Art League's Request for In-Kind Support of Two Annual Art Shows at the Tomball Community Center, to be Held Saturday, March 8, 2014 and Saturday, September 13, 2014.

Motion carried unanimously.

- 7.2 Motion was made by Councilman Dodson, second by Councilman Stoll, to approve Resolution No. 2014-04, a Resolution of the City Council of the City of Tomball, Texas, Designating the Tomball-Magnolia Tribune as the Official Newspaper for 2014 for Publication of Matters Pertaining to the City of Tomball.

Motion carried unanimously.

- 7.3 Motion was made by Councilman Townsend, second by Councilman Hudgens, to approve Resolution No. 2014-05, a Resolution of the City Council of the City of Tomball, Texas, Authorizing a Joint Election with the Harris County Emergency Services District No. 8 (ESD 8), to be held on May 10, 2014; Designating the Joint Polling Place; Providing a Severability Clause; and Providing an Effective Date.

Motion carried unanimously.

- 7.4 Mayor Fagan opened the public hearing regarding Proposed Assessments against Section One Properties in the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision) at 6:19 p.m.:

No comments being received, Mayor Fagan closed the public hearing at 6:19 p.m.

- 7.5 Motion was made by Councilman Stoll, second by Councilman Townsend, to read Ordinance No. 2014-05 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Hudgens, second by Councilman Townsend, to adopt, on First Reading, Ordinance No. 2014-05, an Ordinance of the City Council of Tomball, Texas, Approving the First Amended and Restated Service and Assessment for the City of Tomball Public Improvement District (PID) No. 2, for the Raleigh Creek Subdivision. 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 Dodson	<u>Aye</u>

Motion carried unanimously.

- 7.6 Mayor Fagan advised that consideration of Ordinance No. 2014-06, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section One Properties within the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision); and Making Certain Findings Related Thereto would be moved to the March 17, 2014 Council agenda, due to inaccurate language and inadequate notice being given regarding the topic of discussion.

No action necessary.

- 7.7 George Shackelford introduced Damon Palermo and Jerry Hayley, who presented a project being considered by 2978 Panormus LLP, regarding "Peck Station", a Proposed Development Located between Snook Lane and FM 2978.

No action necessary.

- 7.8 Motion was made by Councilman Dodson, second by Councilman Townsend, to award Proposal for North Wastewater Treatment Plant Fine Screen Rehab and Improvements to R&B Group, Inc., for a total cost of \$120,000.00, and to authorize the City Manager to Execute the Necessary Agreement.

Motion carried unanimously.

- 7.9 Motion was made by Councilman Townsend, second by Councilman Hudgens, to approve Proposal from Evoqua Water Technologies for Emergency Repairs to Rotor #1 at the South Waste Water Treatment Plant in the Amount of \$116,000.00, and to authorize the City Manager to Execute the necessary Agreement

Motion carried unanimously.

- 7.10 Motion was made by Councilman Hudgens, second by Councilman Stoll, to approve Amendment to the Interlocal Agreement between Tomball Police Department and Northwest EMS (NWEMS) to Allow the Sharing of Communication Resources between the Tomball Police Department and NWEMS and Approve Amendment to Existing Agreement between the City of Tomball and Comcast, to Add a Third Fiber Connection to Connect NWEMS to the City's Network, and Authorize City Manager to Execute Agreements

Motion carried unanimously.

- 7.11 Motion was made by Councilman Dodson, second by Councilman Stoll, to approve the following Plats, as recommended by the Planning and Zoning Commission:

BREAUX MACHINE WORKS NORTH; A subdivision of 4.7261 Acres composed of Lot 1, Block 1, 4.3402 Acres comprised of Lots 1, 2, and 3, Block 3 of Hirschfield Farms, Section 1, an Unrecorded Subdivision, 0.1246 Acres being the residue of a called 2.8805 Acre Tract (Tract Two) as recorded in H.C.C.F. No. J904080 and 1.5918 Acres being the residue of a called 3.5864 Acre Tract as recorded in H.C.C.F. Film Code No. 119-48-0065 and Unrestricted Reserve A 0.3859 Acres; being the westerly residue of a 0.7411 Acre Tract as recorded in H.C.C.F. No R013662 located in the John M. Hooper Survey, A-375 City of Tomball, Harris County, Texas

REPLAT OF MCCOY'S BUILDING SUPPLY - TOMBALL; All of that certain Tract of land being 8.5395 Acres; being comprised of a 4.9671 Acre easterly residual Tract of land hereby known as Block 1, Lot 1, and a 3.5724 Acre westerly residual Tract of land hereby known as Block 2, Lot 1; said parcels being out of and a part of a called 10.702 Acre Tract known as Block 1, Restricted Reserve A of McCoy's Building Supply – Tomball as recorded in Film No. 368124, Harris County Map Records, Harris County, Texas and being more particularly described by metes and bounds.

Motion carried unanimously.

- 7.12 Motion was made by Councilman Hudgens, second by Councilman Stoll, to approve Professional Services Agreement with R.G. Miller Engineers, Inc. for City of Tomball Storm Water Management Plan for the Small Municipal Separate Storm Sewer System (MS4) Permit TXR040000, E&P Project Number 2014-10001, in the Amount of \$27,995.00

Motion carried unanimously.

- 7.13 Motion was made by Councilman Townsend, second by Councilman Dodson, to award Contract for COT Project Bid Number 2014-04, Medical Complex Drive Expansion, Segment 3, from Lawrence Street to South Cherry Street Project, E&P Number 2011-10019, to Hassel Construction Company, Inc., in the Amount of \$5,879,967.05.

Motion carried unanimously.

- 7.14 Motion was made by Councilman Dodson, second by Councilman Degges, to approve Development Agreement for Construction of Public Improvements with Breaux Properties, LTD, in the Amount of \$10,632.96.

Motion carried unanimously.

- 7.16 Motion was made by Councilman Townsend, second by Councilman Degges, to authorize City Staff to seek Proposal from Evoqua Water Technologies for Emergency Repairs to Rotor #2 and Rotor #3 at the South Waste Water Treatment Plant, in the Estimated Amount Not to Exceed \$232,000.00, and to authorize the City Manager to Execute the Necessary Agreement.

Motion carried unanimously.

- 7.15 Executive Session: The Tomball City Council recessed at 7:22 p.m. 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

After reconvening into regular session at 7:57 p.m., no action was taken.

- 8.0 Motion was made by Councilman Townsend, second by Councilman Dodson, 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: March 17, 2014

Topic:

Adopt, on Second Reading, Ordinance No. 2014-05, an Ordinance of the City Council of Tomball, Texas, Approving the First Amended and Restated Service and Assessment for the City of Tomball Public Improvement District (PID) No. 2, for the Raleigh Creek Subdivision

Background:

PID No. 2 was created in 2007 and comprises the entirety of the Raleigh Creek Subdivision which will ultimately contain 347 single family lots. The next step in the process is to levy the assessment on each lot that will reimburse the developer for public infrastructure costs associated with the development. It is also necessary to approve an amended PID Service and Assessment Plan that shows how the assessment is formulated and how it is to be levied and collected. Please see attached Council Information Sheet, Ordinance 2014-05, and First Amended and Restated Service and Assessment Plan.

Origination:

Scott Bean, PID Contract Administrator, Hawes Hill Calderon, LLP; Glenn Windsor, CPA, Finance Director, City of Tomball

Recommendation:

Adopt Ordinance No. 2014-05 on First Reading

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

Glenn Windsor, CPA Finance Director

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

ATTACHMENTS:

Ordinance No. 2014-05

Ordinance No. 2014-05 - Exhibit A - First Amended and Restated Assessment Plan

Council Item Information Sheet

PID Primer

COT PID Policy

ORDINANCE NO. 2014-05

**AN ORDINANCE OF THE CITY COUNCIL OF THE TOMBALL,
TEXAS, APPROVING THE FIRST AMENDED AND RESTATED
SERVICE AND ASSESSMENT PLAN FOR THE CITY OF TOMBALL
PUBLIC IMPROVEMENT DISTRICT (PID) NO. 2, FOR THE RALEIGH
CREEK SUBDIVISION**

* * * * *

WHEREAS, the City of Tomball ("City) is authorized pursuant to Tex. Local Government Code, Ch. 372, as amended to create public improvement districts for the purposes described therein; and

WHEREAS, the City has received a petition requesting the creation of the PID Number Two, held a public hearing and created the PID in accordance with the applicable provisions of Chapter 372; and

WHEREAS, in April 2007, the City of Tomball City Council approved Resolution No. 2007-22 establishing the City of Tomball PID Number Two; and

WHEREAS, On September 3, 2013, the City of Tomball City Council approved Ordinance No. 2013-13 approving the Service and Assessment Plan for the City of Tomball PID Number Two; and

WHEREAS, the City Council wishes to adopt a First Amended and Restated the Service and Assessment Plan with respect to the PID; **NOW THEREFORE**,

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

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

Section 2. The First Amended and Restated Service and Assessment Plan attached to this Ordinance as Exhibit A is hereby approved and adopted on behalf of the PID and the Mayor, City Secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

Section 3. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted

upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

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 3RD DAY OF MARCH 2014

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN DODSON	<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 _____ DAY OF _____ 2014

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

GRETCHEN FAGAN, MAYOR

ATTEST:

DORIS SPEER, CITY SECRETARY

Approved as to form:

SCOTT BOUNDS, City Attorney

EXHIBIT A
First Amended and Restated
Service and assessment Plan
Public Improvement District Number Two
City of Tomball, Texas

1. Introduction

This First Amended and Restated Service and Assessment Plan is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code (“the Act”), and pursuant to Resolution 2007-22 creating the Public Improvement District Number Two (“PID”), City of Tomball, Texas. The creation of the PID was initiated by a petition submitted by property owners within the PID boundaries in compliance with the requirements of the Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Attachment A.

3. Administration of the District

Administration of the District is the responsibility of the City Council of the City of Tomball, Texas, but to the extent allowed by law, the City may contract with a private sector company to carry out all or part of the City responsibilities as well as the operations and administration of the District.

4. Public Improvements

The public improvements to be financed and constructed serve to promote the construction of single family units. The public improvements will confer a special benefit to properties within the PID and will consist of water, sanitary sewer, storm drainage, detention, gas, streets, erosion control, contingency provisions, engineering, financing costs, and administration and legal services for the PID. The public improvements will be pre-funded by the developer of the subdivision within the PUD under the Development Agreement (“Agreement”) executed between the developer and the City.

Raleigh Creek contains 142 acres and will contain approximately 347 lots within the PID. The public improvements authorized under this Plan for Raleigh Creek and the estimated costs thereof, are described below:

PUBLIC IMPROVEMENT	ESTIMATED COSTS
Water, sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation	\$9,090,494
Financing Costs (15 years)	\$5,880,816
Total Improvements	\$14,971,310
Administration (2.5%)	\$374,283
Total Costs (15 years)	\$15,345,593

5. Construction of Public Improvements

The Plan will be reviewed annually in accordance with the provisions of Chapter 372 of the Local Government Code and will include a review of the expenditures and revenues of the District. Additionally, the Plan will be reviewed for the purposes of establishing the installments for assessment based upon the costs for public improvements for the financial needs of the District.

6. Conveyance of Improvements to the City

Upon completion of the improvements, and final inspection and acceptance of the public improvements by the City, the developer will convey all rights to the improvements to the city or homeowner's association as applicable, subject to the developers rights of reimbursement described in the Development Agreement executed between the developer and the City.

7. Authorized Improvements

The area within the PID that is covered by the Service and Assessment Plan will be developed as single family residential. This Plan designates the public improvements required for the growth and development of the land within the PID. The goal of this Plan is to provide sufficient certainty for the owners of land within the PID to proceed with the financing and construction of the necessary public improvements, while allowing flexibility to meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the public improvements authorized herein began in calendar year 2013. The actual costs of the public improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by the Developer

The developer will advance the funds for construction of the public improvements and will be entitled to repayment pursuant the Development Agreement executed between the City and the developer.

9. Apportionment of Costs

Payment of assessments, if any, on property owned by exempt jurisdictions other than the City shall be established by contract.

10. Levy of Assessments

The total assessment for each property shall be an equal apportionment of the total costs divided by the total number of lots. Assessments can be paid by each property in advance or at any time thereafter. Financed assessments paid annually shall be concurrent with the city's tax year and will bear interest at 7% for up to 15 years. The principal amount of the assessment is payable at any time by property owners.

The assessments are on a per lots basis. The cost of the public improvements will consist of the costs subject to construct water, sanitary sewer, storm sewer, streets, detention, amenities, landscaping, gas, engineering and design fees, PID creation costs and administration and financing payable to the developer pursuant to the Development Agreement.

Total	Annual	Financed	Annual	Total
Assessment	Assessment	Assessment	Administrative	Annual
Assessment	Installment	Term	Cost	Payment
\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24

11. Levy and Collection

Notice of levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the payment will be due and payable at the same time property taxes are due and payable to the City.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy. The City will invoice each property owner for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each

succeeding calendar year until the assessment has been paid in full. The owner of assessed property may pay at any time the entire assessment then due on each property through the date of final payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, include prior mortgage liens, to the extent allowed by Section 372 of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the city's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of the assessed property may pay at any time the entire assessment then due on each property.

EXHIBIT A



LEGAL DESCRIPTION

Job #35093

Description of a 142.770 acre tract of land in the Joseph Miller Survey, Abstract No. 50 in Harris County, Texas, being a portion of a called 153.45 acre tract described in deed recorded in Harris County Clerk's File No. C-817579 being all of a called 7.3765 acre tract described in deed recorded in Harris County Clerk's File No. S-040074, and being all of a called 8.7325 acre tract described in deed recorded in Harris County Clerk's File No. S-040076, and said 142.770 acre tract being more fully described as follows (with bearings referenced to the Southwesterly right-of-way line of the I. & G.N. Railroad right-of-way as South 56° 30' 48" East):

BEGINNING at a ½ inch iron rod set for the Southwest corner of the above referenced 7.3765 acre tract in the North right-of-way line of Zion Road (60 feet wide) and being also the Southeast corner of a called 0.5264 acre tract recorded in Harris County Clerk's File No. V-471789, and from which a found ½ inch iron rod bears North 82° 21' 48" East, 15.33 feet and a found ¾ inch iron pipe bears North 82° 34' 12" East, 15.20 feet;

THENCE North 00° 04' 01" East, along the East line of said 0.5264 acre tract, the East line of a called 2.29 acre tract recorded in Harris County Clerk's File No. R-006483, the East line of a called 1.224 acre tract recorded in Harris County Clerk's File No. R-404456, the East line of a called File No. R-404456, the East line of a called 1.0354 acre tract recorded in Harris County Clerk's File No. S-053503, and the East line of another called 1.0354 acre tract recorded in Harris County Clerk's File No. P-336488, 1777.49 feet to a ½ inch iron rod set for the Northwest corner of the aforementioned 8.7325 acre tract in the South line of the aforementioned called 153.45 acre tract, from which a found ¾ inch iron pipe bears North 15° 01' 09" West, 3.16 feet, and a found ¾ inch iron pipe bears North 28° 46' 23" West, 0.70 feet;

THENCE South 88° 50' 47" West, along the South line of said 153.45 acre tract and the North line of the aforementioned 1.0354 acre tract, 150.09 feet to a 2 inch iron pipe found for its Northwest corner and an angle point in the upper South line of this tract;

THENCE South 88° 48' 41" West, along the South line of said 153.45 acre tract and the North line of a called 3.4015 acre and a called 0.7718 acre tract, both recorded in Harris County Clerk's File No. S-398301, 623.36 feet to a fence corner found for the upper Southwest corner of this tract in the East line of a called 22.8140 acre tract recorded in Harris County Clerk's File No. U-623541;

THENCE North 00° 27' 22" West, along the East line of said 22.8140 acre tract and the East line of a called 68 acre tract recorded in Harris County Clerk's File No. U-139153, 1805.55 feet to a ½ inch iron rod found for the most Westerly Northwest corner of this tract and the Southwest corner of a called 15.6463 acre tract recorded in Harris County Clerk's File No. L-547016, and from which a found ½ inch iron rod bears South 00° 23' 12" East, 84.64 feet, and a found ½ inch iron rod bears North 00° 19' 15" East, 90.25 feet;

THENCE South 89° 56' 50" East, along the South line of said 15.6463 acre tract, passing a one inch iron rod found for its Southeast corner and the Southwest corner of a called 13.476 acre tract recorded in Harris County Clerk's File No. U-002476 at 403.01 feet and continuing for a total distance of 805.79 feet to a ½ inch iron rod found for the Southeast corner of said 13.476 acre tract and an interior corner of this tract;

THENCE North 00° 01' 04" East, along the East line of said 13.476 acre tract, 1263.73 feet to a ½ inch iron rod set for the Northwest corner of this tract in the Southwesterly line of the I. & G. N. Railroad right-of-way as recorded in Volume 140, Page 486 of the Harris County Deed Records, and from which a found 1 inch iron rod bears North 00° 01' 04" East, 59.94 feet;

THENCE South 56° 30' 48" East, along the Southwesterly right-of-way line of said I. & G. N. Railroad, 41.04 feet to a ½ inch iron rod set for an angle point;

THENCE South 89° 24' 47" East, along the Southwesterly right-of-way line of said I. & G. N. Railroad, 92.05 feet to a ½ inch iron rod set for an angle point;

THENCE South 56° 30' 48" East, continuing along the Southwesterly right-of-way line of said I. & G. N. Railroad, 1780.39 feet to a railroad tie fence corner for the Northeast corner of the herein described tract in the West line of a called 44.1 acre tract recorded in Harris County Clerk's File No. U-330857;

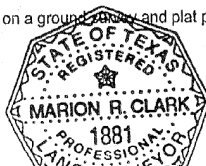
THENCE South 01° 39' 12" West, along the West line of said 44.1 acre tract the West line of a called 2.934 acre tract recorded in Harris County Clerk's File No. U-822429, and the West line of a called 2.00 acre tract recorded in Harris County Clerk's File No. U-140795, 2048.02 feet to a fence corner post for the upper Southeast corner of this tract and being a point in the North line of a called 48 acre tract recorded in Volume 915, Page 177 of the Harris County Deed Records;

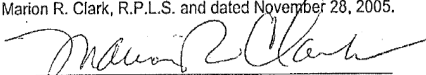
THENCE North 89° 35' 19" West, along the North line of said 48 acre tract, 1177.80 feet to an axle found for an interior corner of this tract and the Northeast corner of the aforementioned 8.7325 acre tract;

THENCE South 00° 06' 23" West, along the West line of said 48 acre tract and the East line of the aforementioned 8.7325 acre and 7.3765 acre tracts, 1782.90 feet to a ½ inch iron rod set for the Southeast corner of the herein described tract in the North right-of-way line of Zion Road, and from which a found ¾ inch iron rod bears North 47° 50' 10" West, 73.98 feet, and a found ¾ inch iron rod bears South 89° 35' 31" West, 129.16 feet;

THENCE South 89° 38' 14" West, along the North right-of-way line of Zion Road, 391.58 feet to the POINT OF BEGINNING and containing 142.770 acres of land.

This description is based on a ground survey and plat prepared by Marion R. Clark, R.P.L.S. and dated November 28, 2005.




Marion R. Clark
Registered Professional Land Surveyor
Texas Registration No. 1881
November 29, 2005

Council Item Information Sheet – Service and Assessment Plan/Section One Assessment Roll for Public Improvement District No. 2 (Raleigh Creek Subdivision).

Action Requested

Approval of the First Amended and Restated Service and Assessment Plan for Public Improvement District No. 2 and approval of the Section One Assessment Roll.

Information

Public Improvement District was created in 2007 and comprises the entirety of the Raleigh Creek Subdivision which will ultimately contain 347 single family lots. The next step in the process is to levy the assessment on each lot that will reimburse the developer for public infrastructure costs associated with the development. It is also necessary to approve an amended PID Service and Assessment Plan that shows how the assessment is formulated and how it is to be levied and collected.

The assessments proposed are on a per lot basis. Based on the public infrastructure costs for the development, the total, one-time assessment \$26,197.39 is proposed which represents the principal amount of the assessment. The annual installment (financed assessment) proposed is \$2,876.33 which is the principal amount of the assessment amortized over 15 years at 7% interest. With the annual administrative cost of \$71.91 per lot, the total annual payment will equal \$2,984.24 per lot.

Home values in Raleigh Creek are expected to average \$350,000. A \$2,984.24 annual assessment installment payment on a \$350,000 home is the equivalent of a \$0.85 property tax rate.

The annual payment, principal, and interest are demonstrated on the attached example amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

Proper disclosure notices detailing the assessment will be presented to potential homebuyers by the homebuilders and for acknowledgement at closing in the same manner as disclosure notices used in MUDs and other special districts with an ad valorem tax rate.

Future Actions

As with other City Public Improvement Districts, Harris County will collect the PID assessments in the same manner as property taxes and transferred to a City-established PID revenue fund. A report on the reimbursable developer costs will be performed by a qualified CPA firm and the revenues will be disbursed to the developer once a year after administrative costs have been deducted.

EXAMPLE AMORTIZATION SCHEDULE

Duration (in years)	15
Interest Rate	7.00%
Annual Payment Amount	\$2,876.33
Total Lifetime Payments	\$43,144.99
Total	
Principal	\$26,197.39
Total Interest	\$16,947.60

	Payment	Principal	Interest	Payment	Principal Balance
					\$26,197.39
1		\$1,042.52	\$1,833.82	\$2,876.33	\$25,154.87
2		\$1,115.49	\$1,760.84	\$2,876.33	\$24,039.38
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14		\$2,512.30	\$364.03	\$2,876.33	\$2,688.16
15		\$2,688.16	\$188.17	\$2,876.33	\$0.00
TOTAL		\$26,197.39	\$16,947.60	\$43,144.99	

Public Improvement District (PID) Primer

What is a PID?

A Public Improvement District (PID) is a public financing tool created under Chapter 372 of the Texas Local Government Code (TLGC). A PID allows a neighborhood or commercial area to apportion the cost of improvements and levy an assessment against property located in the PID, because that property is acquiring a special benefit because of the improvements. In other words, the property that will benefit the most from the improvement pays for the improvement--the burden is not shifted to the entire community. PIDs are intended to promote economic growth by providing the funding mechanism to construct necessary infrastructure or desired amenities that support new developments and encourage redevelopment.

PIDs are a component unit of the City and are governed by the City Council. The Council can create an advisory board for the PID if necessary, but final determinations on establishment, costs, assessments, and budgets must be made by the City Council.

What can a PID finance?

The PID can be designed to help finance the cost of a variety of development costs including:

- water, wastewater, health and sanitation, or drainage improvements;
- street and sidewalk improvements;
- mass transit improvements;
- parking improvements;
- library improvements;
- park, recreation and cultural;
- art installation;
- creation of pedestrian malls; or
- supplemental services. (advertising, extra public safety, etc.)

How does the PID finance the projects?

Project costs can be paid directly by the City or the developer can advance funds. The assessment fees levied on each property fund the project payments. Until the PID has accumulated adequate assessment fee revenue, the City can choose to issue bonds or use general tax revenues for initial payments or developer reimbursements.

Separate fund(s) are created by the City for the administration of the PID. The Council reviews and approves the assessments and district budget each year.

How is a PID created and dissolved?

PID Development Process (minimum steps required by Chapter 372, TLGC):

1. City, County, or affected property owner(s) initiates a petition for creation.
2. If needed, City Council appoints an advisory board to develop the PID improvement plan.
3. City Council holds a public hearing & passes a resolution on the need for the PID.
4. City Council authorizes the establishment of a PID by resolution.
5. Construction of improvements may begin 20-days after the PID's creation.
6. City Council adopts a Service and Assessment Plan (list of projects, costs, debt, & assessment fee) for at least five, ongoing years is developed.
7. City holds a public hearing on the assessment roll (lists each PID property's fee).
8. City Council adopts ordinance to levy the special assessment. (City will also create a special fund(s) for the PID).
9. If necessary, City Council holds public hearing and approves additional assessments to correct omissions or mistakes in the improvement costs.
10. If necessary, City Council holds public hearing & passes a resolution dissolving PID; however, the district remains in effect at least to meet its debt obligations.

Does the City have any additional requirements?

Yes. City of Tomball Administrative Policy No. 18 "Development Policy for Special Financing Districts" requires:

1. Residential Development Size—greater than 125 acres unless the average home value is greater than \$225, 000.
2. Annual Individual Assessment Limit—no more than the equivalent of a \$.50 tax rate on the assessed value of the property.
3. Assessment Term Limit—Not to exceed 10 years. First assessment due 3 years after levy or upon transfer of property from developer to home buyer whichever occurs first.
4. Developer Interest Limit—If bonds are sold, developer earned interest reimbursements will not exceed the net effective interest rate on bonds sold or 8% whichever is less. If bonds are not sold, reimbursement will be calculated according to an indexed-based formula (see Admin Policy 18) or 8% whichever is less.
5. Bidding Requirements—Developers must follow municipal bidding procedures (as outline in Chap 252 TLGC). All bids and awards of contracts must be approved by City Council.
6. District Administration—The City of Tomball will contract with an outside consultant to bill, collect, and track district assessments. This cost will be included in the Service & Assessment Plan and reimbursed from the district.

Other city policies, procedures, and good practices may also effect individual district creation or administration including approval of related contracts and agreements. For example, the City will usually need to enter into a Developer Agreement to detail the responsibilities & obligations of each party related to the Service and Assessment Plan.

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

SUBJECT DEVELOPMENT POLICY FOR SPECIAL FINANCING DISTRICTS	NUMBER: 18	EFFECTIVE DATE: March 5, 2007	PAGE 1 OF 1
	REVISED:	APPROVED BY CITY MANAGER: March 5, 2007	
	SUPERSEDES:	APPROVED BY CITY COUNCIL: March 5, 2007	

The City of Tomball has established this policy as a guideline to those developers seeking incentives from the City for development projects utilizing tax increment financing (TIF/TIRZ) and/or public improvement districts (PID). This policy is not intended to address all aspects of development costs. Those costs not specifically addressed in this policy will be considered on an individual project basis.

Limitation on Size of Development

1. To receive consideration by and approval from the City for PID financing to facilitate a residential development, the proposed boundaries of the development shall be no less than 125 acres. If the proposed boundaries of the development are less than 125 acres, the average value of homes built in the district shall be no less than \$225,000. This home value will be adjusted each year by the Consumer Price Index (CPI) to convert the \$225K benchmark value to current year prices.
2. To receive consideration by and approval from the City for TIF financing to facilitate a mixed-use development, the proposed boundaries of the commercial component of the development shall be no less than 45% of the total acreage. If the commercial component is less than 45% of the total acreage, the City will consider granting approval of TIF financing if:
 - a. There is no issuance of debt in the tax increment zone
 - b. The development facilitates the completion of projects outlined in the City's Capital Improvement Plan for transportation, drainage, water, wastewater, and parks improvements.
 - c. The project facilitates the economic development desires of City Council.
3. Tax increment financing will not be extended to new residential development.

Limitation on PID Assessment

The annual assessment to property owners within the district shall be no more than the equivalent of a \$.50 tax rate on the assessed value of their property.

Limitation on Assessment Term

The maximum term of a PID assessment is not to exceed 10 years. The date the first assessment installment becomes due is either 3 years from the date of the levy or the date that the real property is transferred to the home buyer; whichever occurs first.

Zone/District Administration

The City of Tomball will contract with an outside consultant to administer the zone and to bill, collect, and track district assessments. This cost will be considered a reimbursable project cost and should be included in the zone/district Project Plan.

Limitation on Developer Interest

Developer earned interest will be reimbursed at an amount not to exceed the net effective interest rate on bonds sold or 8% whichever is less. If zone/district bonds are not sold, reimbursement will be calculated at 50 basis points over the average interest reported by the Bond Buyer in its "20 Bond Index" for general obligation bonds during the interest accrual period or 8% whichever is less.

Bidding of Project Improvements

Developers will be required to follow municipal bidding procedures on all project improvements as outlined in Chapter 252 of the Texas Local Government Code. Bid tabulations and a recommendation for award of contracts will be brought before City Council for approval. This process will be required of both TIRZs and PIDs.

Regular City Council

Agenda Item

Meeting Date: March 17, 2014

Data Sheet

Topic:

Adopt, on First Reading, Ordinance No. 2014-06, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section One Properties within the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision); and Making Certain Findings Related Thereto

Background:

Public Improvement District was created in 2007 and comprises the entirety of the Raleigh Creek Subdivision which will ultimately contain 347 single family lots. The next step in the process is to levy an assessment on each lot that will reimburse the developer for public infrastructure costs associated with the development. The assessments proposed are on a per lot basis. Based on the infrastructure costs for the development, the total, one-time assessment of \$ 26,197.39 is proposed which represents the principal amount of the assessment. The annual assessment (financed assessment) proposed is \$ 2,876.33 which is the principal amount of the assessment amortized over 15 years at 7% interest. With the annual administrative costs of \$ 71.91 per lot, the total annual payment will equal \$ 2,984.24 per lot.

Home values in Raleigh Creek are expected to average \$ 350,000. A \$ 2,984.24 annual assessment installment payment on a \$ 350,000 home is the equivalent of a \$ 0.85 property tax rate.

Please see attached Ordinance 2014-06 and Assessment Roll.

Origination:

Scott Bean, PID Coordinator, Hawes, Hill, Calderon, LLP Glenn Windsor, CPA, Finance Director

Recommendation:

Approval of Ordinance 2014-06 with attachments

Funding:

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

Glenn Windsor, CPA Finance Director

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

ATTACHMENTS:

Ordinance No. 2014-06 - Assessment-Section One Properties_PID 2_Raleigh Creek Subdivision

PID No.2, Raleigh Creek Subdivision, Section One Assessment Roll

Council Information Sheet

PID Primer

ORDINANCE NO. 2014-06

**AN ORDINANCE OF THE CITY COUNCIL OF TOMBALL, TEXAS,
LEVYING AN ASSESSMENT AGAINST SECTION ONE PROPERTIES
WITHIN THE CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT
NUMBER TWO (RALEIGH CREEK SUBDIVISION); AND MAKING
CERTAIN FINDINGS RELATED THERETO.**

* * * * *

WHEREAS, the City of Tomball (the “City”) is authorized pursuant to TEX. LOCAL GOV’T CODE, ch. 372, as amended (“Chapter 372”) to create public improvement districts for the purposes described therein, and to levy and collect an assessment in furtherance of the purposes thereof; and

WHEREAS, the City has created City of Tomball Public Improvement District Number Two (the “PID”), adopted a Service and Assessment Plan (the “Plan”) for the PID, all in accordance with the applicable provisions of Chapter 372; and

WHEREAS, the City Council filed a proposed assessment roll with the City secretary which roll was available for public inspection, and following notice thereof by mail and publication as required by Chapter 372, the City Council held a public hearing at which written or oral objections to the proposed assessments were considered and passed on by the City Council; and

WHEREAS, the City Council has determined that the levy of a special assessment for and on behalf of the PID is necessary and advisable, and that the proposed assessment roll apportions the cost of the subject improvements in the PID on the basis of special benefits accruing to the property because of the improvement, **NOW THEREFORE**,

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

Section 1. The facts recited in the preamble hereto are found to be true and correct.

Section 2. The assessment roll attached hereto is hereby approved and the special assessments described therein are hereby levied on the subject property in accordance with the terms of the Plan, which Plan determines, *inter alia*, the method of payment of the assessments, and makes provision for the payment thereof in periodic installments, interest thereon and the collection thereof. The Mayor, City Secretary and any other appropriate officials of the City are hereby authorized to take all necessary actions on behalf of the City to implement the terms thereof in accordance therewith.

Section 3. There is hereby created a first and prior lien securing payment of the assessment levied, effective as of the date of this Ordinance as provided in the Plan and Chapter 372.

Section 4. It is hereby found, determined and declared that a sufficient written notice of the date, hour, place and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Law, Chapter 551, Texas Government Code, and that this meeting

has been open to the public as required by law at all times during which this Ordinance and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

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 DODSON	_____

SECOND READING:

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

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

GRETCHEN FAGAN, MAYOR

ATTEST:

DORIS SPEER, CITY SECRETARY

Approved as to form:

SCOTT BOUNDS, City Attorney

Public Improvement District Number Two
Raleigh Creek Subdivision
Section One Assessment Roll
City of Tomball, Harris County, Texas

Owner	Block #	Lot #	Total Assessment	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
LS Development, LLC	1	1	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	1	2	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	1	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	2	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	3	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	4	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	5	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	6	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	2	7	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	1	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	2	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	3	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	4	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	5	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	6	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	7	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	8	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	9	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	10	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	11	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	12	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	13	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	14	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	15	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	16	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	17	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	18	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	19	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	20	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	21	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
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[illegible]

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Public Improvement District (PID) Primer

What is a PID?

A Public Improvement District (PID) is a public financing tool created under Chapter 372 of the Texas Local Government Code (TLGC). A PID allows a neighborhood or commercial area to apportion the cost of improvements and levy an assessment against property located in the PID, because that property is acquiring a special benefit because of the improvements. In other words, the property that will benefit the most from the improvement pays for the improvement--the burden is not shifted to the entire community. PIDs are intended to promote economic growth by providing the funding mechanism to construct necessary infrastructure or desired amenities that support new developments and encourage redevelopment.

PIDs are a component unit of the City and are governed by the City Council. The Council can create an advisory board for the PID if necessary, but final determinations on establishment, costs, assessments, and budgets must be made by the City Council.

What can a PID finance?

The PID can be designed to help finance the cost of a variety of development costs including:

- water, wastewater, health and sanitation, or drainage improvements;
- street and sidewalk improvements;
- mass transit improvements;
- parking improvements;
- library improvements;
- park, recreation and cultural;
- art installation;
- creation of pedestrian malls; or
- supplemental services. (advertising, extra public safety, etc.)

How does the PID finance the projects?

Project costs can be paid directly by the City or the developer can advance funds. The assessment fees levied on each property fund the project payments. Until the PID has accumulated adequate assessment fee revenue, the City can choose to issue bonds or use general tax revenues for initial payments or developer reimbursements.

Separate fund(s) are created by the City for the administration of the PID. The Council reviews and approves the assessments and district budget each year.

How is a PID created and dissolved?

PID Development Process (minimum steps required by Chapter 372, TLGC):

1. City, County, or affected property owner(s) initiates a petition for creation.
2. If needed, City Council appoints an advisory board to develop the PID improvement plan.
3. City Council holds a public hearing & passes a resolution on the need for the PID.
4. City Council authorizes the establishment of a PID by resolution.
5. Construction of improvements may begin 20-days after the PID's creation.
6. City Council adopts a Service and Assessment Plan (list of projects, costs, debt, & assessment fee) for at least five, ongoing years is developed.
7. City holds a public hearing on the assessment roll (lists each PID property's fee).
8. City Council adopts ordinance to levy the special assessment. (City will also create a special fund(s) for the PID).
9. If necessary, City Council holds public hearing and approves additional assessments to correct omissions or mistakes in the improvement costs.
10. If necessary, City Council holds public hearing & passes a resolution dissolving PID; however, the district remains in effect at least to meet its debt obligations.

Does the City have any additional requirements?

Yes. City of Tomball Administrative Policy No. 18 "Development Policy for Special Financing Districts" requires:

1. Residential Development Size--greater than 125 acres unless the average home value is greater than \$225, 000.
2. Annual Individual Assessment Limit--no more than the equivalent of a \$.50 tax rate on the assessed value of the property.
3. Assessment Term Limit--Not to exceed 10 years. First assessment due 3 years after levy or upon transfer of property from developer to home buyer whichever occurs first.
4. Developer Interest Limit--If bonds are sold, developer earned interest reimbursements will not exceed the net effective interest rate on bonds sold or 8% whichever is less. If bonds are not sold, reimbursement will be calculated according to an indexed-based formula (see Admin Policy 18) or 8% whichever is less.
5. Bidding Requirements--Developers must follow municipal bidding procedures (as outline in Chap 252 TLGC). All bids and awards of contracts must be approved by City Council.
6. District Administration--The City of Tomball will contract with an outside consultant to bill, collect, and track district assessments. This cost will be included in the Service & Assessment Plan and reimbursed from the district.

Other city policies, procedures, and good practices may also effect individual district creation or administration including approval of related contracts and agreements. For example, the City will usually need to enter into a Developer Agreement to detail the responsibilities & obligations of each party related to the Service and Assessment Plan.

Regular City Council

Agenda Item

Meeting Date: March 17, 2014

Data Sheet

Topic:

Approve Resolution No. 2014-06, Canceling the Regular City Officer's Election Scheduled to be held on the 10th Day of May, 2014, in Accordance with Section 2.053(a) of the Texas Election Code; Directing the Giving of Notice of Such Cancellation of Election; and Providing Details Relating to the Cancellation of Such Election

Aprobar la Resolución Nro. 2014-06 Cancelando la Elección Regular de Funcionarios Municipales programada para celebrarse el día 10 de mayo de 2014 de acuerdo con la Sección 2.053(a) del Código Electoral de Texas; instruyendo que se de aviso de tal cancelación de elección; y proveyendo detalles relativos a la cancelación de tal elección.

Chấp thuận Nghị Quyết số 2014-06, Hủy Bỏ Cuộc Bầu Cử Viên Chức Thành Phố Thường Kỳ Dự Kiến sẽ được tổ chức vào ngày 10 tháng Năm, 2014, Chiếu theo Mục 2.053(a) của Bộ Luật Tuyển Cử Texas; Chỉ thị việc đưa ra Thông Báo về Hủy Bỏ Cuộc Bầu Cử đó; và Cung Cấp Thông Tin Chi Tiết Liên quan đến việc Hủy Bỏ Cuộc Bầu Cử đó.

通過決議案2014-06，取消一般市府官員應於2014年5月10日的選舉計畫，其是根據德克薩斯州選舉法2.053(a)節；茲此通知該選舉取消；以及提供關於取消該選舉的詳情。

Background:

All filing deadlines have passed and F. S. "Field" Hudgens and Lori Klein Quinn are unopposed for the May 10, 2014 Regular City Officer's Election.

Section 2.052, Election Code, requires the City Secretary to deliver the Certification of Unopposed Candidates to City Council and request Council to accept the Certification and declare the election canceled.

Resolution No. 2014-06 cancels the General election scheduled to be held on May 10, 2014 and includes the Order of Cancellation. A copy of the Order of Cancellation will be posted on Election Day at City Hall, the polling location for all City elections.

The oaths of office and election of Mayor Pro Tem will take place at the May 19, 2014 Council meeting. Candidates elected through cancellation shall be declared elected "in the same manner and at the same time as provided for a candidate elected at the election" (Election Code, Sec. 2.053(c)) and shall take the oaths of office the same as candidates elected at an election.

The Special Charter Amendment Election is not affected by Resolution No. 2014-06 and will continue as scheduled.

Origination:

City Secretary

Recommendation:

Approval of Resolution No. 2014-06 and the Order of Cancellation

Funding:

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

City Secretary

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

ATTACHMENTS:

Resolution No. 2014-06 and Order of Cancellation

RESOLUTION NO. 2014-06

A RESOLUTION OF THE CITY OF TOMBALL, TEXAS, CANCELING THE REGULAR CITY OFFICER'S ELECTION SCHEDULED TO BE HELD ON THE 10TH DAY OF MAY, 2014, IN ACCORDANCE WITH SECTION 2.053(a) OF THE TEXAS ELECTION CODE; DIRECTING THE GIVING OF NOTICE OF SUCH CANCELLATION OF ELECTION; AND PROVIDING DETAILS RELATING TO THE CANCELLATION OF SUCH ELECTION

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

Section 1: It is hereby ordered that the Regular Election, scheduled to be held in the City of Tomball on the 10th day of May, 2014, at which election the following officers were to be elected by the qualified voters of the City, is canceled in accordance with Section 2.053(a) of the Texas Election Code.

POSITION: COUNCIL POSITION 1
 COUNCIL POSITION 5

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

<u>Candidate</u>	<u>Office Sought</u>
F. S. "Field" Hudgens	Council Position 1
Lori Klein Quinn	Council Position 5

Section 3: A copy of the Order of Cancellation, attached herein and made part of Resolution No. 2014-06, will be posted on Election Day at the following polling place, which would have been used in the election:

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

PASSED, APPROVED and RESOLVED this 17th day of March, 2014.

Gretchen Fagan, Mayor
City of Tomball

ATTEST:

Doris Speer, City Secretary
City of Tomball

RESOLUCIÓN Nro. 2014-06

RESOLUCIÓN DE LA CIUDAD DE TOMBALL, TEXAS, CANCELANDO LA ELECCIÓN REGULAR DE FUNCIONARIOS MUNICIPALES PROGRAMADA PARA EL DÍA 10 DE MAYO DE 2014 DE ACUERDO CON LA SECCIÓN 2.053(A) DEL CÓDIGO ELECTORAL DE TEXAS; INSTRUYENDO QUE SE DE AVISO DE TAL CANCELACIÓN DE ELECCIÓN; Y PROVEYENDO DETALLES RELATIVOS A LA CANCELACIÓN DE TAL ELECCIÓN

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

Sección 1: Por la presente se ordena que la Elección Regular, programada para celebrarse en la Ciudad de Tomball el 10 de mayo de 2014, en la cual los votantes calificados de la Ciudad habrían votado para elegir a los siguientes funcionarios, sea cancelada de acuerdo con la sección 2.053(a) del Código Electoral de Texas.

POSICIÓN:	POSICIÓN 1 EN EL CONSEJO
	POSICIÓN 5 EN EL CONSEJO

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

<u>Candidato</u>	<u>Cargo que aspira ocupar</u>
F. S. "Field" Hudgens	Posición 1 del Consejo
Lori Klein Quinn	Posición 5 del Consejo

Sección 3: Una copia de la Orden de Cancelación, adjunta al presente y hecha parte de la Resolución Nro. 2014-06, será colocada el Día de Elección en el siguiente lugar de votación que se hubiera utilizado en la elección:

LUGAR DE VOTACIÓN
Tomball City Hall
401 Market Street
Tomball, Texas 77375

PASADA, APROBADA y RESUELTA este día 17 de marzo de 2014.

Gretchen Fagan, Alcaldesa
City of Tomball

ATESTIGUA:

Doris Speer, Secretaria de la Ciudad
Ciudad de Tomball

NGHI QUYẾT SỐ 2014-06

MỘT NGHỊ QUYẾT CỦA THÀNH PHỐ TOMBALL, TIỂU BANG TEXAS, HỦY BỎ CUỘC BẦU CỬ VIÊN CHỨC THÀNH PHỐ THƯỜNG KỲ DỰ KIẾN SẼ ĐƯỢC TỔ CHỨC VÀO NGÀY 10 THÁNG NĂM, 2014, CHIẾU THEO MỤC 2.053(a) CỦA BỘ LUẬT TUYÊN CỬ TEXAS; CHỈ THỊ VIỆC ĐƯA RA THÔNG BÁO VỀ HỦY BỎ CUỘC BẦU CỬ ĐÓ; VÀ CUNG CẤP THÔNG TIN CHI TIẾT LIÊN QUAN ĐẾN VIỆC HỦY BỎ CUỘC BẦU CỬ ĐÓ.

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

Mục 1: Theo đây ra lệnh rằng Cuộc Bầu Cử Thường Kỳ, dự kiến sẽ được tổ chức tại Thành Phố Tomball vào ngày 10 tháng Năm 2014, tại đó cuộc bầu cử các viên chức sau đây đã được lựa chọn bởi các cử tri hội đủ điều kiện của Thành Phố, bị hủy bỏ chiếu theo Mục 2.053(a) của Bộ Luật Tuyển Cử Texas.

VỊ TRÍ: ỦY VIÊN HỘI ĐỒNG VỊ TRÍ 1
ỦY VIÊN HỘI ĐỒNG VỊ TRÍ 5

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

<u>Ứng Cử Viên</u>	<u>Vị Trí Đặc Cử</u>
F. S. “Field” Hudgens	Ủy Viên Hội Đồng Vị Trí 1
Lori Klein Quinn	Ủy Viên Hội Đồng Vị Trí 5

Mục 3: Một bản sao của Lệnh Hủy Bỏ, được đính kèm theo Nghị Quyết này và trở thành một phần của Nghị Quyết số 2014-06, sẽ được niêm yết vào Ngày Bầu Cử tại địa điểm bỏ phiếu sau đây, mà lẽ ra được sử dụng trong cuộc bầu cử:

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

ĐƯỢC CHẤP THUẬN VÀ THÔNG QUA hôm nay ngày 17 tháng Ba, 2014.

Gretchen Fagan, Thị Trưởng
Thành Phố Tomball

CHỨNG THỰC:

Doris Speer, Bí Thư Thành Phố
Thành Phố Tomball

決議案編號2014-06

一德克薩斯州，TOMBALL市決議案，取消一般市府官員應於2014年5月10日的選舉計畫，其是根據德克薩斯州選舉法2.053(a)節；茲此通知該選舉取消；以及提供關於取消該選舉的詳情

特此由德克薩斯州，TOMBALL市決議：

第1條：

茲此命令計畫在德克薩斯州，TOMBALL市2014年5月10日舉行的選舉，在該選舉應由本市合乎資格選民選出下列官職，根據德克薩斯州選舉法2.053(a)節該選舉已取消。

席位：	委員席位 1
	委員席位 5

第2條： 下列候選人已被證實為無競爭對手當選候選人：

<u>候選人</u>	<u>當選職位</u>
F. S. "Field" Hudgens	委員席位 1
Lori Klein Quinn	委員席位 5

第3條： 本取消令命令副本，在此附上以及成為決議案編號2014-06的一部分，將於選舉日張貼在在下列可能啟用的投票場所。

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

在2014年3月17日通過，批准及決議。

Gretchen Fagan市長

Tomall市

此證:

Doris Speer, 市秘書

Tomall市

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

The City of Tomball, Texas hereby cancels the election scheduled to be held on May 10, 2014 in accordance with Section 2.053(a) of the Texas Election Code. The following candidates have been certified as unopposed and are hereby elected as follows:

(El Ciudad de Tomball por la presente cancela la elección que, de lo contrario se hubiera celebrado el 10 de mayo de 2014 de conformidad, con la Sección 2.053(a) del Código de Elecciones de Texas. Los siguientes candidatos han sido certificados como candidatos únicos y por la presente quedan elegidos como se halla indicado a continuación:)

[The thành phố Tomball, Texas hướng hủy bỏ cuộc bầu cử dự kiến sẽ được tổ chức vào ngày 10 tháng 8 năm 2014 phù hợp với phần 2.053(a) của luật bầu cử Texas. Các ứng cử viên sau đã chứng nhận là mà và hướng được bầu làm như sau]:

(市Tomball, 得克薩斯特此取消預定的競選舉行2014年5月10日符合第2.053部分(a)得克薩斯競選代碼。以下候選人被證明了作為不受反對和特此被選舉如下):

Candidate (*Candidato*) [Ứng cử viên]
(候選人; 應試者, 攻讀學

位者; 候補者; 求職應徵者)

F. S. “Field” Hudgens

Lori Klein Quinn

Office Sought (*Cargo al que presenta candidatura*)
[Văn phòng tìm kiếm con dấu]

(被尋找的辦公室)

Council Position 1 (*Concejal Posición 1*)

[hội đồng vị trí 1] (委員會位置1)

Council Position 5 (*Concejal Posición 5*)

[hội đồng vị trí 5] (委員會位置5)

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

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

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

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

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

(seal) (*sello*)[con dấu](封印)

March 3, 2014

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 17, 2014

Topic:

Approve Purchase of Auto Gyro, MTO Sport, Gyroplane for the Tomball Police Department, in the Amount of \$85,000

Background:

This item is for the purchase of an Auto Gyro, MTO Sport Gyroplane as a replacement for the Gyroplane that was damaged in an accident January 16, 2014.

The City has received insurance proceeds in the amount of \$65,000 for the purpose of replacing the damaged Gyroplane and we are ready to proceed.

Because the replacement Gyroplane is factory-built in Germany, the pricing is in Euros. The current replacement cost is approximately \$83,000 (U.S.), but we are requesting Council approval in the amount of \$85,000 to account for any monetary exchange fluctuation at the time of sale.

A requisition has been prepared and the City is ready to proceed once Council authorization is granted.

Please see attached memo for a detailed description of the original purchase and the funding sources for the replacement.

Origination:

Finance

Recommendation:

Approval of \$85,000.00 for the purchase.

Funding: Yes

Account Number: 650-651-6403

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

Glenn Windsor, CPA Finance Director

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

ATTACHMENTS:

Cover Memo Regarding Replacement of Gyroplane
Gyroplane Purchase History

MEMO

To: George Shackelford, City Manager

From: Glenn Windsor, Finance Director

Subject: Replacement of Auto Gyroplane

Date: March 13, 2014

In the Fiscal Year 2010-2011 Budget , the Red Light Camera Fund included an appropriation in the amount of \$ 40,000 for the purchase of one Auto Gyroplane. This amount was approved in anticipation of a matching grant from the United States Department of Justice (DOJ) Aviation Technology Working Group program (administered by the Sheriff's Association of Texas-SAT).

On March 17, 2011, the City received funding from the grant in the amount of \$ 40,000 from the DOJ. At the next city council meeting, March 21, 2011, Police Chief Robert Hauck presented the Service Agreement to the City Council. It was passed unanimously and on March 22, 2011, the Auto-Gyro MTOSport Gyroplane was purchased at a cost of \$ 77,123.72.

During the 2013-2014 budget adoption process, City Council provided for an appropriation of \$ 50,000 in the Red Light Camera Fund under the assumption of a 5 year service life. With 2 years remaining on the Gyroplane, the plan at that time was to include an additional \$ 50,000 in the 2014-2015 budget in order to have enough funds to purchase a replacement for the current Gyroplane when it becomes necessary.

However, on January 16, 2014, an accident occurred and our insurance company "totaled" the Gyroplane. We have received insurance proceeds in the amount of \$ 65,000 and the remaining cost of the replacement will be paid out of the Vehicle Replacement Fund which is funded by the Red Light Camera Fund.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 21, 2011

Topic:

Approve Service Agreement between the City of Tomball and the Sheriff's Association of Texas for Research and Evaluation of Gyroplane Aircraft used in Law Enforcement Operations.

Background:

In June 2010, the Tomball Police Department (TPD) was selected from a nationwide candidate pool to become a member of the United States Department of Justice (DOJ) Aviation Technology Working Group program. This working group is part of a project entitled, "Advancing Criminal Justice Policy, Practice, and Technology - Evaluation of Low-cost Aviation Options for Law Enforcement."

In support of this partnership between the TPD and the DOJ (administered by the Sheriff's Association of Texas-SAT), and in an effort to enhance public safety through the City of Tomball and surrounding Harris and Montgomery Counties, the City Council allocated funding for the creation of the TPD Air Support Unit and the purchase of an Auto-Gyro MTOSport aircraft (N250TX). The monies (\$40,000 dollars) provided to the City of Tomball by the SAT will be used to credit the Air Support Unit operations budget in order to fully fund it for FY 10-11, as previously approved by Council.

Origination:

Robert S. Hauck, Chief of Police

Recommendation:

Grant approval for the Chief of Police to execute the service agreement on behalf of the City of Tomball.

Funding: Yes

Account Number: 250-121-6403

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:

Service Agreement

SERVICES AGREEMENT

THIS AGREEMENT ("Agreement"), made and entered into on this 7th day of March, 2011, by and between **The Sheriffs' Association of Texas**, a Texas Non-Profit Corporation, hereinafter referred to as "SAT", and **The City of Tomball, Texas**, hereinafter referred to as "Department."

WITNESSETH:

WHEREAS, SAT is the recipient of Award #2009-IJ-CX-K017 from the National Institute of Justice at the U.S. Department of Justice (hereinafter known as "Grantor") for support of a project entitled "Advancing Criminal Justice Policy, Practice and Technology – Evaluation of Low-Cost Aviation Options for Law Enforcement", (hereinafter known as "Prime Award"); and

WHEREAS, SAT desires to contract with Department to provide research and evaluation of gyroplane aircraft used in daily law enforcement operations;

NOW, THEREFORE, in consideration of the premises and the mutual covenants contained herein, the parties hereto agree as follows:

1. **Provision of Services.** Beginning with the Effective Date, March 15, 2011, Department shall provide to SAT research and evaluation services of gyroplane aircraft as set forth in Exhibit 1, the "Statement of Work."

2. **Department's Responsibilities.** Department shall be responsible for the following:

- A. Supplying all equipment and supplies necessary to perform the Services, including the acquisition of the Auto-Gyro MTOsport gyroplane (N250TX).
- B. Providing all personnel necessary to perform the Services.
- C. Maintaining hull and liability insurance for aircraft.
- D. Paying for all expenses related to the operation of the aircraft, including fuel, maintenance and aircraft improvements. Notwithstanding the foregoing, SAT shall be responsible for the cost in providing initial pilot training to two (2) of Department's pilots, including travel expenses, lodging and incidental expenses at the government per diem rate, and the cost of instruction and fuel during initial instruction.
- E. Each Party shall maintain such insurance as it determines necessary for the risks associated with the Agreement. Neither party will be self-insured, provided, however, that either party may obtain insurance through a self-insurance pool.

4. Compensation. At the time this Agreement is signed by both parties, the Department shall be paid forty thousand dollars (\$40,000) for the performance of the Services.

5. Term and Termination.

A. The term of this Agreement shall be one (1) year commencing on the "Effective Date," March 15, 2011.

6. Indemnification. To the extent permitted by law, each party does hereby agree to indemnify and hold harmless the other party, its officers, agents and employees, from and against any and all liability, losses, damages, claims, causes of action, and expenses connected therewith that is a result of the intentional conduct or negligence of the Indemnifying party, or of its officers, employees or agents acting pursuant to and within the scope of this Agreement.

7. Miscellaneous.

A. Severability: Whenever possible, each provision shall be construed so as to be interpreted in such manner as to be effective and valid under applicable law. If any provision of this Agreement or the application thereof to any party or circumstance shall be prohibited by or be invalid under applicable law, such provision shall be ineffective to the extent of such prohibition without invalidating the remainder of such provision or any other provision of this Agreement or the application of such provisions to other parties or circumstances.

B. Governing Law: The validity, construction, interpretation and enforceability of this Agreement and the capacity of the parties shall be determined and governed by the substantive laws of the State of Texas. Venue for any action arising out of this Agreement shall lie exclusively in the federal and state courts located in Harris County, Texas.

C. Assignment: Neither party may assign or delegate any of its rights or obligations hereunder without first obtaining the prior written consent of the other party which consent shall not be unreasonably withheld. Any such assignment shall not release the assignor from the covenants or obligations imposed upon the assignor hereunder.

D. Further Assurances: Each party agrees to execute and to deliver such other and further instruments and to take such other actions as are reasonably necessary to effectuate the provisions of this Agreement.

E. Collateral Agreements. This Agreement constitutes the entire agreement between the parties respecting the subject matter contained herein, and there are no representations, warranties or commitments, except as set forth herein.

F. Amendment. This Agreement may be amended only by an instrument in writing executed by the parties hereto.

G. Notices. Any notice provided for in this Agreement and any other notice, demand or communication required or permitted to be given hereunder or which any party may wish to send to another ("Notice") shall be in writing and shall be served by (i) personal delivery; (ii) registered or certified U.S. Mail, or by comparable private carrier, First Class, return receipt requested in a sealed envelope, postage or other charges prepaid; or (iii) facsimile or other similar form of communication, addressed to the party for whom the Notice is intended as follows:

If to SAT: Joe Peters
Sheriffs' Association of Texas
1601 S. IH-35
Austin, TX 78741

If to Department: Chief Robert Hauck
Tomball Police Department
400 Fannin Street
Tomball, TX 77375

All Notices given pursuant to this Paragraph 5.G. shall be deemed given and effective when received if personally delivered or sent by facsimile or similar form of communication, or, if mailed, on the date shown on the return receipt, or, if a receipt has not then been received, five (5) calendar days after mailing, or, if sent by overnight courier, on the date shown for receipt on the courier's records.

H. Status As Independent Contractor. In the performance of this Agreement, Department shall at all times be and shall act as an independent contractor. Department shall have no authority to bind or in any way obligate SAT unless expressly authorized to do so in advance in writing.

I. No Waiver. No waiver, express or implied, of any breach of any provision of this Agreement shall be effective unless it is in writing and signed by the waiving party, and no such waiver shall be considered a waiver of any breach of any other provision of this Agreement, or of any subsequent breach of the same provision.

J. Nondiscrimination. The Department certifies that it has an active program for compliance with all applicable state and federal regulations, executive orders and legislation concerning non-discrimination, equal opportunity or affirmative action, and that wherever required, valid assurances of compliance are on file with the cognizant enforcement agency. The above statement includes, but is not limited to, the following specific acts:

Title IV of the Civil Rights Act of 1964
Executive Order 112426, Part II, Sub-part B, Section 202, paragraphs 1-6
Title VII of the Civil Rights Act of 1964 as amended by the EEO Act of 1972
Section 504 of the Rehabilitation Act of 1973
The Age Discrimination Act of 1976, as amended
Affirmative Action Obligations of Contractors and Subcontractors for

Disabled Veterans and Veterans of the Vietnam Era, Sub-part A,
Paragraph 60-250.4
Title IX of the Higher Education Act of 1972

K. Debarment and Suspension - Department certifies, to the best of its knowledge and belief, that it and its principals:

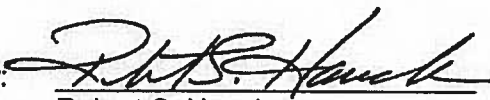
- (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (2) Have not within a three-year period preceding award of this subcontract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or Local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (3) Are not presently indicted for or otherwise criminally charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in Paragraph 2 above;
- (4) Have not within a three-year period preceding award of this subcontract had one or more public transactions (Federal, State or Local) terminated for cause or default.

L. Nothing in this Agreement shall be construed to provide any rights, benefits, or waiver of immunity to any person other than the named parties hereto.

IN WITNESS WHEREOF, the parties have entered into this Agreement by their duly authorized officers on the date first above written.

DEPARTMENT:

SAT:

By: 
Robert S. Hauck
Tomball Police Department

By: _____
Joe Peters
Sheriffs' Association of Texas

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



MONDAY, MARCH 21, 2011

7:00 P.M.

1.0 Call to Order

The Council meeting was called to order by Mayor Gretchen Fagan. Other members present were:

Councilman Quinn
Councilman Stoll
Councilman Brown
Councilman Townsend
Councilman Dodson

Others present:

City Manager – George Shackelford
Assistant City Manager – Christal Kliever
City Secretary – Doris Speer
City Attorney – Scott Bounds
Chief of Police – Robert Hauck
Director of Public Works – David Kauffman
Fire Chief – Randy Parr
Assistant to City Manager – Shawn Cox
Assistant City Planner – Rodney Schmidt
Assistant City Engineer – Lori Lakatos
Executive Director-TEDC – Kelly Violette

2.0 The invocation was led by Dean Unsicker, Rosehill Christian School

3.0 Pledges to the U. S. and Texas flags were led by Matt Thomas and Eric Ramsey, Tomball High School Student Council.

4.0 The following public comments were received:

Lee Cummings - Expressed his support for the expansion of
13907 Windy Meadow, 77375 Rudolph Road.

5.0 Presentations:

- Stefan Bruns brought greetings from the City of Telgte, Germany.

6.0 Reports and Announcements:

- March 24-27, 2011 – **11th Annual German Heritage Festival**
- March 31, 2011 – **Youth Opportunities Fair**, hosted by City of Tomball HR Department at the Community Center – 2:00-4:30 p.m.
- April 2, 2011 – **Farmers Market Opens** – 9 a.m.-1:00 p.m. (Every Saturday)
- April 9, 2011 – **3rd Annual City of Tomball Bunny Run 5K and Kids 1 Mile**
- April 18-23, 2011 – **City of Tomball Spring Clean Up Week** – 8:00 a.m. to 4:30 p.m.
- **Walk Tomball!** (every Saturday at 9:00 a.m. at the Depot)
- Appointments to TEDC Board of Directors will be on April 18 agenda (for terms expiring 5/2/11)
- Reports by City staff and members of council about items of community interest on which no action will be taken
 - Mayor Fagan – April 9, 2011 – “**A Day of Healthy Living**” - Tomball Area Health Expo – 9:00 a.m.-2:00 p.m. at Texas Sports Medicine Center
 - Shawn Cox – Report on the Oilfield Helping Hands Event
 - David Kauffman – Update regarding School Zone Flashing Beacon Project
 - Lori Lakatos – Status of Proposals for Designated Parking Lots
 - Councilman Townsend – Tomball Citizens Police Academy Alumni Association will be hosting a shredding event on Saturday, April 30, at the TISD Administrative Building as a fundraiser.

7.0 Motion was made by Councilman Stoll, second by Councilman Brown, to approve the minutes of the following meetings:

- March 7, 2011 Special City Council and Planning and Zoning Commission Meeting
- March 7, 2011 Regular City Council Meeting

Motion carried unanimously.

8.0 Old Business:

- 8.1 Kelly Violette presented the proposed Resolution authorizing expenditure of funds to Community Bank of Texas, N.A. Motion was made by Councilman Brown, second by Councilman Townsend, to approve on Second Reading, Resolution No. 2011-03-TEDC, a Resolution of the City Council of the City of Tomball, Texas, Authorizing and Approving

the Tomball Economic Development Corporation's Project to Expend Funds in Accordance with an Economic Development Agreement by and between the Corporation and Community Bank of Texas N.A. to Promote and Develop a New or Expanded Business Enterprise; Containing other Provisions relating to the Subject; and Providing for Severability - Approving, as a Project of the Corporation, an Agreement with Community Bank of Texas, N.A. to Make Direct Incentives to, or Expenditures for, Assistance with Infrastructure Costs related to the Development and Construction of a Commercial Building to be located at 28515 State Highway 249 in Tomball, Texas. The Estimated Amount of Expenditures for such Project is \$60,000. Vote was as follows:

Councilman Quinn	<u>Aye</u>
Councilman Stoll	<u>Nay</u>
Councilman Brown	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Dodson	<u>Aye</u>

Motion carried, 4 votes Aye, 1 vote Nay.

- 8.2 David Kauffman presented an overview of the proposed contract. Motion was made by Councilman Townsend, second by Councilman Dodson, to award Contract for Project No. 2011-02, South Wastewater Treatment Plant Headworks Replacement, to Lowest Responsible Bidder, JTR Constructors, Inc., in the amount of \$256,250.00, and Authorize the City Manager to Execute the Necessary Contract for Construction. Scott Bounds stipulated that Mr. Tidwell, the representative for Panorama, was given the opportunity, on March 7, to address Council at this meeting and was not in attendance.

Motion carried unanimously.

- 8.3 Lori Lakatos presented an overview of the proposed Agreements. Motion was made by Councilman Dodson, second by Councilman Townsend, to approve Professional Services Agreements with CLR, Inc. in the amount of \$65,160.00 and Cobb Fendley & Associates, Inc. in the amount of \$7,000.00 for Professional Services related to Extension of Utilities located on Brown Road, extending westerly of State Highway 249 and easterly of Spring Creek Estates, and Authorize City Manager to Execute Agreements.

Motion carried unanimously.

- 8.2 Doris Speer and Scott Bounds presented an overview of the proposed Ordinance, with revisions requested by Council. Motion was made by Councilman Stoll, second by Councilman Brown, to adopt on Second Reading, Ordinance No. 2011-01, an Ordinance Amending Chapter 54, Peddlers and Solicitors, of the Code of Ordinances of the City of Tomball, Texas, by Providing Exceptions to the Regulations Established in Chapter 54; by Providing Regulations and Criminal Violations related to any Peddler who Refuses to Leave a Premises upon Notification to Leave or Not to Enter Such Premises; by Providing for Hours of Operation; by Prohibiting Misrepresentations by Peddlers; by

Providing Regulations related to the Responsibility of Owners, Tenants and Lessees who Allow Peddlers to Utilize Their Property; by Providing for Compliance with the Home Solicitation Sales Act; by Providing for Regulations Related to Structures Erected or Maintained by Peddlers; by Providing Information Required to Obtain a Permit; by Providing Application and Permit Fees; by Providing Regulations related to the Approval, Denial, Issuance and Appeal of a Permit; by Providing certain Limitations and Prohibiting the Assignability of Permits; by Providing for the Required Contents of a Permit; by Providing for the Duration and Renewal of a Permit; Providing a Penalty in an Amount of Not More Than \$500 for Violation of any Provision Hereof; Providing for Savings and Severability; Providing for Publication; and Making other Provisions and Findings related thereto. Vote was as follows:

Councilman Stoll	<u>Aye</u>
Councilman Brown	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Dodson	<u>Aye</u>
Councilman Quinn	<u>Aye</u>

Motion carried unanimously.

9.0 New Business:

- 9.1 Kelly Violette presented an overview of the proposed Agreement with Waukesha-Pearce. Motion was made by Councilman Dodson, second by Councilman Brown, to approve, as a Project of the Corporation, an Agreement with Waukesha-Pearce Industries to make direct incentives to, or expenditures for, the creation or retention of primary jobs and that are found by the Board of Directors to be required or suitable for the development, retention, or expansion of manufacturing and industrial facilities: to wit: Waukesha-Pearce Industries expansion and development of its manufacturing facility located at 1720 Hicks Street, Tomball, Texas. The estimated amount of expenditures for such Project is \$12,000.

Motion carried unanimously.

- 9.2 Councilman Dodson advised Mayor and Council that he would recuse himself from discussion and vote regarding Items 9.2 and 9.3 and that he had filed an affidavit of Conflict of Interest with the City Secretary.

Rodney Schmidt presented the staff report for **ZONING CASE P11-302**: Request by David Kelly, on behalf of CMH Homes, Inc. (Clayton Homes), to amend the City's Comprehensive Zoning Ordinance to rezone approximately 2.57 acres of land, legally described as Tracts 2V and 2W out of the C.N. Pillot Survey, Abstract 632 and Tract 8A out of the Sam Lewis Survey, Abstract 1704, within the City of Tomball, Harris County, Texas, generally located on the westerly side of State Highway 249, southerly of Alice Road, from the AG-Agricultural District to the C-Commercial District.

- Mayor Fagan opened the Public Hearing on **ZONING CASE P11-302** at 7:40 p.m.

Tony Sortino - Spoke in favor of the zoning requests.
13314 Timberwild, 77375

No further public comments being received, Mayor Fagan closed the public hearing at 7:43 p.m.

- Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2011-02 by caption only on first reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt on First Reading, Ordinance No. 2011-02, an Ordinance of the City of Tomball, Texas, Amending its Comprehensive Zoning Ordinance by Changing the Zoning District Classification of Approximately 2.57 Acres of Land, Legally Described as Tracts 2V and 2W out of the C.N. Pillot Survey, Abstract 632 and Tract 8A out of the Sam Lewis Survey, Abstract 1704, within the City of Tomball, Harris County, Texas, From the AG-Agricultural District to the C-Commercial District; Said Property Being Generally Located on the westerly side of State Highway 249, southerly of Alice Road; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an amount not to exceed \$2,000 for each day of violation of any Provision Hereof, Making Findings of Fact; and Providing for other Related Matters. Vote was as follows:

Councilman Brown	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Dodson	<u>Abstain</u>
Councilman Quinn	<u>Aye</u>
Councilman Stoll	<u>Aye</u>

Motion carried unanimously.

- 9.3 Rodney Schmidt presented the staff report for **ZONING CASE P11-303**: Request by David Kelly, on behalf of CMH Homes, Inc. (Clayton Homes), for a Conditional Use Permit to operate a "Manufactured Home Display or Sales (New or Used)" facility. The property is an approximately 2.57-acre site, legally described as Tracts 2V and 2W out of the C.N. Pillot Survey, Abstract 632 and Tract 8A out of the Sam Lewis Survey, Abstract 1704, generally located on the westerly side of State Highway 249, southerly of Alice Road at 27225 State Highway 249, Tomball, Texas.

- Mayor Fagan opened the Public Hearing on **ZONING CASE P11-303** at 7:45 p.m.; no public comments being received, Mayor Fagan closed the public hearing at 7:45 p.m.
- Motion was made by Councilman Townsend second by Councilman Stoll, to read Ordinance No. 2011-03 by caption only on first reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt on First Reading, Ordinance No. 2011-03, an Ordinance of the City of Tomball, Texas, Amending its Comprehensive Zoning Ordinance by Granting a Conditional Use Permit to CMH Homes, Inc., to operate a "Manufactured Home Display or Sales (New or Used)" Facility; Said Property Being Located within the City in Zoning District C-Commercial and Being Legally Described as Tracts 2V and 2W out of the C.N. Pillot Survey, Abstract 632 and Tract 8A out of the Sam Lewis Survey, Abstract 1704, Generally Located on the westerly side of State Highway 249, Southerly of Alice Road in Tomball, Texas; Providing Requirements and Conditions for this Conditional Use Permit; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an amount not to exceed Two Thousand Dollars for Violations Hereof; and Providing for Severability. Vote was as follows:

Councilman Townsend	<u>Aye</u>
Councilman Dodson	<u>Abstain</u>
Councilman Quinn	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Brown	<u>Aye</u>

Motion carried unanimously.

- 9.4 Rob Hauck presented an overview of the proposed Agreement with Tomball Independent School District. Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the 2010-2011 (Interim) Interlocal Agreement between the City of Tomball and the Tomball Independent School District (TISD), affording the Tomball Police Department the ability to assign a Student Resource Officer (SRO) to a TISD Campus.

Motion carried unanimously.

- 9.5 Rob Hauck presented an overview of the proposed Agreement with the Sheriff's Association of Texas. Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Service Agreement between the City of Tomball and the Sheriff's Association of Texas for Research and Evaluation of Gyroplane Aircraft used in Law Enforcement Operations.

Motion carried unanimously.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this 4th day of April 2011.

Doris Speer
Doris Speer, TRMC
City Secretary

Gretchen Fagan
Gretchen Fagan
Mayor

CITY OF TOMBALL

COPY

PAYMENT AUTHORITY

VENDOR NUMBER: 056800

PAYABLE TO: Auto Gyro Germany

ADDRESS: 5235 Samara
Apdo 99
Costa Rica

PHONE NUMBER: -5062656-8048

PROJECT NUMBER:

INVOICE NUMBER: USM1011001

PAYMENT AMOUNT: € 52,998.71

\$ 77,123.72

REASON FOR PURCHASE: 1 - Sport Flying Crocodile (dual seat gyro) 52,998.71 Euros (NOT \$\$)

Please wire money per instructions on final page.

PAYMENT DISTRIBUTION

\$ 75,123.72 @ 4pm 3/21/2011

FUND #	DEPT. #	ACCT. #	AMOUNT	DESCRIPTION
250 -	121 -	6403	\$ € 52,998.71	USM101 1001 MTO Sport Flying Crocodile (Dual Seat Gyro)
-	-	-	\$	
-	-	-	\$	
-	-	-	\$	
-	-	-	\$	
-	-	-	\$	
-	-	-	\$	
-	-	-	\$	

PREPARED BY: Angela Fagg

DATE: 3/21/11

DEPARTMENT HEAD:

DATE: 3/21/11

FINANCE DIRECTOR:

DATE: 3/22/2011

CITY MANAGER/ASSISTANT CM:

DATE: 3/22/11

Purchases \$1,001 - \$5,000 require Finance Director signature.

Purchases \$5,001.00 - \$49,999 require City Manager/Assistant City Manager signature.

Purchases from \$3,000.00 to \$49,999.99 require 3 written orders.

Purchases of \$50,000.00 and over require advertisement and competitive sealed bidding and council approval.

RECEIVED
MAR 25 PAID

REC'D MAR 22

ENT'D MAR 22

BY: _____



AutoGyro Costa Rica – 5235 Samara – Apdo 99 – Costa Rica

COPY

Customer No.: DOJ
Arranger: Guido Scheidt
Date: 11.01.2011

Invoice: USM1011001
Commission: MTO Sport USA Maryland

Partnumber	Description	Price Euro
M.GY01	Gyro MTO Sport incl. Rotax 912 ULS - Dual Seat Gyro with dual controls - Front seat with windscreen for Co-Pilot - Frame stainless steel e-polished - Aluminum Rotor system Naca 8H12 8,4m - Rotax 912 UL with 100PS incl. - Gearbox with slipper clutch - Exhaust stainless steel - Carburetor heating - Luggage compartment in nose (max 10 kg) - Instrumental Panel - Airspeed and Altitude - Engine and Rotor speed - Oil and Cylinder Temperature - Oil pressure - Engine hour meter - Pneumatic trim (speed) and Rotor break - Pneumatic PreRotator with safety lock - Hydraulic chassis brake with arrest - Polyamide fuel tank, tank age 34 Liter. - Rotor bag - All composite parts are varnished - Color choice on color palette - Complete assembled and test flown	41974,79 €

Subtotal: € 41974,79 €

Gyrofliegen...
die neue Dimension!

AutoGyro Costa Rica
Guido Scheidt
Phone: +506 2658 8048
Fax: +506 2658 8049
email: flycroc@web.de
www.flying-crocodile.com

Targobank
BLZ 300 209 00
Account No. 250 3600274
IBAN DE 6430020900
BIC CMCDEDD

Banco Nacional Costa Rica
Scheidt
Account No. 200-02-013-001261-8
Swift: BN CR CRSJ
IBAN: 019462



COPY

M.GY 14	500 KG suspension Bow	150,00 €
	Motor Zusatzausstattung / motor-option	
M.GY48	Airscoops incl. second radiator and installation	659,66 €
M.GY43	Second fuel pump (electrical) for Rotax 912 ULS	222,69 €
M.GY44	Additional Fueltank 34L right side incl. installation	273,11 €
	Vorbau / Stern	
M.GY12	Pedal position L recommended for body size 185-190cm	
	Farbe / color	
M.GY91	Silver metallic MB97 Add on to standard paint	474,79 €
	Avionik / avionics	
S.EL42	Radio ATR 833 Funkwerk	1427,73 €
M.GY28	Wiring harness for Radio ATR 833 incl. installation	197,90 €
M.GY24	Integrated Radio antenna in tail unit incl. installation	197,90 €
S.EL35	Transponder TRT 800H Funkwerk	1931,93 €
M.GY30	Antenna for TRT 800 incl. installation, programming and test protocol	315,13 €
	Cockpitvarianten/cockpit options	
M.GY13	Cockpit panel for Garmin GPS Map 196-496 prepared to install a Garmin GPSMAP 196/296/496 GPS – device, chassis, power cord, GPS antenna, etc.	85,00 €
	Are not included and have to be ordered separate	
S.EL17	GPS Antenna Garmis	33,00 €
S.EL20	Power lead Garmin	25,00 €
S.EL26	GPS Bracket garmin	117,00 €
M.GY70	Add on card Compass instead of standard compass incl. installation	385,00 €
M.GY71	Airspeed 80mm in kt instead of km/h	
	Stromversorgung / electricity supply	
M.GY27	Powerplug 12 V front incl. installation	49,16 €
S.EL38	Heating control unit dual NV, Gerbings	149,76 €
	Beleuchtung / lighting	
M.GY53	Landing light LED (2X 2,5W) inclusive cable form and installation	297,48 €
Subtotal:		48967,03 €

Gyrofliegen...
die neue Dimension!

AutoGyro Costa Rica
Guido Scheidt
Phone: +506 2656 8048
Fax: +506 2658 8049
email: flyoroco@web.de
www.flying-crocodile.com

Tango Bank
BLZ 300 209 00
Account No. 250 3600274
IBAN DE 8430020900
BIC CMOI3333

Banco Nacional Costa Rica
Scheidt
Account No. 200-02-013-001261-8
Swift: BN CR ORSJ
IBAN: 019462



COPY

M.GY60	Fluglehrerausstattung / instructor kit Instructor kit MTO (master/slave-controlled) inc. Installation contains for rear seat as follows: - pedals - stick- throttle -brake-unit - killing switches and trim Sonderausstattung / non serial options	441,17 €
M.GY40	Add on seat Cushion leather design	390,76 €
M.GY102	Stick comfort	345,00 €
M.GY39	Add on Heidenau Tyre (3pieces)	113,45 €
M.GY51	Map Bag incl installation	66,30 €
	Prüfung / Check	
M.GY99	Homologation Check -Allocation scales -Generate of weight and balance report -charge of inspector Class 5 -Allocation check protocol DULV	445,00 €
S.SE02	Avionic check incl. inspection protocol Radio, Transponder Verladung / loading support	130,00 €
S.GY 01	Preparation for Loading ,wheels off	85,00 €
S.GY 02	Preparation for Loading ,Rotor disassembly	65,00 €
S.GY 03	Preparation for Loading, Rotor head	65,00 €
S.GY 06	load and strap gyro in container	250,00 €
S.GY 04	Preparation for loading ,tail and side rudder disassembly	135,00 €
	Transportation (if more gyros are shipped in the same container)	1,500.00 €
	The price does not include handling, customs or any additional transportation fees	

Total: Euro

52998,71 €

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Gyrofliegen...
die neue Dimension!

AutoGyro Costa Rica
Guido Scheidt
Phone: +506 2658 8048
Fax: +506 2658 8049
email: flycrao@web.de
www.flying-crocodile.com

Targo Bank
BLZ 300 209 00
Account No. 250 3600274
IBAN DE 6430020900
BIC CMCIDEDD

Banco Nacional Costa Rica
Scheidt
Account No. 200-02-013-001261-8
Swift: BN CR CRSJ
IBAN: 019482

Robert Hauck

Attachments: 11-0309 (Auto-Gyro Final Invoice).pdf

Hallo Chief Robert Hauck

attached all the details. I corrected a small mistake in the invoice. Please have a look at the revised Invoice. Thanks for your help.

Company

Auto Gyro Germany

name of the bank:

Deutsche Bank AG Hannover

account No.:

6060222

IBAN:

DE 16 2507 0070 0606 022200

BIC:

DEUTDE2HXXX

COPY

not valid w/ X's

Reason

Auto Gyro Invoice: USM101 1001 MTO Sport Flying Crocodile

Amount

52998,71 € Euro

--

Guido Scheidt

Regular City Council
Agenda Item
Data Sheet

Meeting Date: March 17, 2014

Topic:

Approve a Professional Services Agreement with Impact DataSource, LLC, in the amount of \$15,000 for an Economic Impact Analysis of Constructing Single-Family Homes on Existing 25-Foot Wide Platted Lots in the Old Town Area.

Background:

Origination:

Recommendation:

Funding:

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

Community Development Department

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

ATTACHMENTS:

Professional Services Agreement

PROFESSIONAL SERVICES AGREEMENT
(Not Including Architectural or Engineering Services)
E&P Project Number: 2014-10008

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

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

WITNESSETH:

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

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

1.
SCOPE OF AGREEMENT

Impact DataSource, LLC agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Impact DataSource, LLC compensation as stated in the sections to follow.

2.
CHARACTER AND EXTENT OF SERVICES

Impact DataSource, LLC shall do all things necessary to render the services and perform the Scope of Work in a professional and workmanlike manner. It is expressly understood and agreed that Impact DataSource, LLC is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Impact DataSource, LLC shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

3.
OWNERSHIP OF WORK PRODUCT

Impact DataSource, LLC agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Impact DataSource, LLC pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same.

4.
TIME FOR PERFORMANCE

The time for performance is as estimated in Exhibit A attached hereto. Upon written request of Impact DataSource, LLC, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Impact DataSource, LLC has no control.

5.
COMPLIANCE AND STANDARDS

Impact DataSource, LLC agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Impact DataSource, LLC's performance.

6.
INDEMNIFICATION

Impact DataSource, LLC shall and does hereby agree to indemnify, defend, and hold harmless the City, its officers, agents, and employees from any and all damages, loss or liability of any kind whatsoever, by reason of death or injury to property or third persons caused by the negligent act or omission of Impact DataSource, LLC and its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Agreement, and Impact DataSource, LLC will, at its cost and expense, defend, pay on behalf of, and protect the City and its officers, agents, and employees against any and all such claims and demands. Such indemnity shall apply where the suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arise in whole or in part from the negligence of Impact DataSource, LLC.

7.
COMPENSATION

For and in consideration of the services rendered by Impact DataSource, LLC pursuant to this Agreement, the City shall pay Impact DataSource, LLC only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$16,000, including reimbursable expenses.

8.
INSURANCE

Impact DataSource, LLC shall procure and maintain insurance in accordance with the terms and conditions set forth in Exhibit "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

9.
TERMINATION

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to Impact DataSource, LLC. Upon receipt of such notice, Impact DataSource, LLC shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Impact DataSource, LLC shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Impact DataSource, LLC that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

10.
ADDRESSES, NOTICES AND COMMUNICATIONS

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

Impact DataSource, LLC
4709 Cap Rock Drive
Austin, Texas 78735

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

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

**11.
LIMIT OF APPROPRIATION**

Prior to the execution of this Agreement, Impact DataSource, LLC has been advised by the City and Impact DataSource, LLC clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Impact DataSource, LLC may become entitled to hereunder and the total sum that the City shall become liable to pay to Impact DataSource, LLC hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

**12.
SUCCESSORS AND ASSIGNS**

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

**13.
DISCLOSURE OF INFORMATION**

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

**14.
MODIFICATIONS**

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this

instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

15.
ADDITIONAL SERVICES

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

16.
CONFLICTS OF INTEREST

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

17.
PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES

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

18.
MISCELLANEOUS PROVISIONS

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

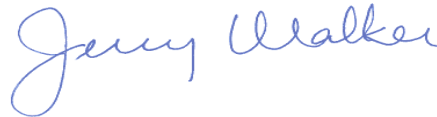
B. This Agreement is for sole benefit of the City and Impact DataSource, LLC, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

C. Contractor further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

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

EXECUTED on this ____ day of _____, 2014.

CONSULTANT:



By:
Name: Jerry Walker
Title: Principal

CITY OF TOMBALL, TEXAS

George Shackelford, City Manager

ATTEST:

Doris Speer, City Secretary

EXHIBIT "A"

SCOPE OF WORK

AND

BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

Scope of Work:

Impact DataSource, LLC will (1) conduct an economic impact analysis of a change in zoning ordinance of the Old Town Area of Tomball (approximate 18 block area) to allow the construction of single-family homes within the area on existing 25 foot platted lots, vacant or otherwise, and (2) prepare a report showing the results of the analysis.

The analysis will include determining and presenting the following:

1. The Impact on property taxes
2. Impact on sales tax
3. Impact fees (currently being waived for the area until March 15, 2015)
4. Impact fees (after the expiration of the waived area)
5. At build-out, approximately how many single-family houses can be built
6. Number of families (population) impact
7. Ratio of homes that would be rentals versus "owner lived-in"
8. Effect on schools
9. Effect on police and fire
10. Effect on the need for adjacent open space/parkland

The analysis will include projecting (1) the economic impact during construction, along with revenues for local taxing districts and (2) the economic impact after homes are built and related costs and benefits for the City of Tomball and other local taxing districts for a ten year period, or longer as appropriate.

Economic Impact During Construction

The economic impacts to be projected during construction will include economic output, jobs and salaries produced by the construction activities along other impacts and revenues that this activity will generate for the city and other local taxing districts.

Economic Impact Once Homes are Built

The economic impact after the homes are built will include the annual direct and indirect economic impacts, including:

- Amount of direct and indirect sales and revenues to be generated in the community,
- Number of new direct and indirect jobs created in the community,
- Salaries to be paid to these workers,
- Number of new workers moving to the community,
- Number of new residents,
- Number of new school students,
- Taxable sales expected in the community,
- Additional revenues for local motels, if any, and
- Additional residential and commercial property added to local tax rolls.

Further, these economic impacts will be translated into annual revenues for the city and for the county, school district and other local taxing districts, as requested by the City, including:

- Sales taxes,
- Property tax new residential property and commercial property on local tax rolls,
- Utility revenues for the City,
- Utility franchise fees to be collected by the City,
- Hotel occupancy tax taxes,
- Building permits and fees,
- State and federal aid to local schools, and
- Other taxes and user fees.

In addition, costs for local taxing districts will be calculated, including:

- Costs of providing municipal services to new residents, if any,
- Costs of providing monthly utility services to new residents,
- Costs for the school district to provide services to students in the household of new residents.

Impact DataSource, LLC will provide data sheets of information needed for the analysis and the City will provide data on the project. Further, Impact DataSource, LLC will gather community information, such as tax rates, that may be needed for the analysis.

Impact DataSource, LLC will use appropriate US Department of Commerce RIMS II regional economic multipliers for Tomball and use those multipliers in the analysis to project spin-off benefits from the center.

Impact DataSource, LLC will attend City Council and other meetings as requested to present the results of the economic study that it conducts.

Impact DataSource, LLC will perform other services, as requested by the City.

Report to be Prepared

The Consultant will prepare a draft report showing the results of the analysis and provide that draft report by email to the City. The Consultant will make changes to the draft report, as suggested by the City, and prepare and provide a final report incorporating these changes and transmit that report by e-mail to the City.

Time Required to Complete the Analysis

The Consultant will complete the economic impact analysis within 45 days once given notice to proceed, assuming that data from City is provided to the Consultant in a timely manner.

Basis of Compensation:

The Consultant requires compensation of \$15,000 to complete the economic impact analysis included in this proposal about 60 hours of economist time at \$250 an hour. Two economists will devote time to the project.

Additionally, the Consultant requires compensation of \$1,000 for each trip from Austin to Tomball to attend meetings and make presentations to the City Council and other groups for presentation preparation time, travel time presentation time in Tomball, and for travel expenses, including mileage, lodging and meals, as required -- seven hours of time at \$100 an hour, \$165 round trip mileage in personal automobile and meals and lodging, \$135.

EXHIBIT "B"

INSURANCE

Regular City Council Agenda Item Data Sheet

Meeting Date: March 17, 2014

Topic:

Postpone and Set a New Date to Hold Special City Council Meeting to Workshop Non-Conforming Lots, Currently Scheduled to be Held on March 25, 2014, to Allow Completion of the Economic Impact Analysis.

Background:

A Professional Services Agreement with Impact DataSource, LLC for an Economic Impact Analysis is being presented to City Council for approval consideration. In order to have the analysis completed prior to the City Council Workshop, a postponement of the March 25, 2014 meeting is being requested.

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

Community Development Department

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

Regular City Council Agenda Item Data Sheet

Meeting Date: March 17, 2014

Topic:

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

REPLAT DANIELS I: Being a subdivision of 0.161 acre of land situated in the W. Hurd Survey, Abstract Number 371, Harris County, Texas and being a Replat of Lots 20 and 21, in Block 63 of the Tomball Townsite, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume A, Page 25 of the Map Records of Harris County, Texas.

Background:

The Planning and Zoning Commission approved **REPLAT DANIELS I** with contingencies on January 13, 2014. Comments have been addressed and the Replat is being presented to City Council for consideration and approval.

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

Brandy Pate, Engineering and Planning

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

ATTACHMENTS:

Daniels I Plat

I, MICHAEL DANIELS, owner hereinafter referred to as Owner of the 0.161 acre tract described in the above and foregoing plat of DANIELS I, do hereby make and establish said subdivision and development plat of said property according to all laws, dedications, restrictions and notations on said plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind myself, my heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

FURTHER, Owner does 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 and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, Owner 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 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.

WITNESS my hand in the City of Tomball, this _____ day of _____, 2014.

By: Michael Daniels
Michael Daniels

STATE OF TEXAS
COUNTY OF HARRIS

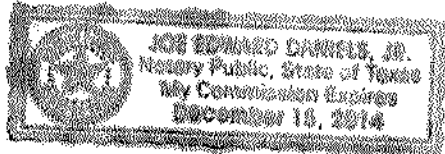
BEFORE ME, the undersigned authority, on this day personally appeared Michael Daniel, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledgment to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this _____ day of _____, 2014

Notary Public in and for the State of Texas

Print name: Joe Danahy

My Commission expires: 12/31/14



I, David E. King, 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 have an outside diameter of not less than three quarter (3/4) inch and a length of not less than three (3) feet; and that the plat boundary corners have been tied to the nearest survey corner and the state plane coordinates (NAD 83).

David E. King,
Registered Professional Land Surveyor
Texas Registration No. 4503



This is to certify that the Planning and Zoning Commission of the City of Tomball, Texas, has approved this plat and subdivision of DANIEL I 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: Barbara Tague
Barbara Tague, Chairman

By: Darrell Roquemore
Darrell Roquemore, Vice Chairman

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

By: _____
Gretchen Fagan, Mayor

By: _____
Doris Speer, City Secretary

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

George Shackelford, City Manager

Lori Lakatos, P.E.
Lori Lakatos, P.E.
Acting City Engineer

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 _____, 2014, at _____ o'clock and duly recorded on _____, 2014 at _____ o'clock, 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.

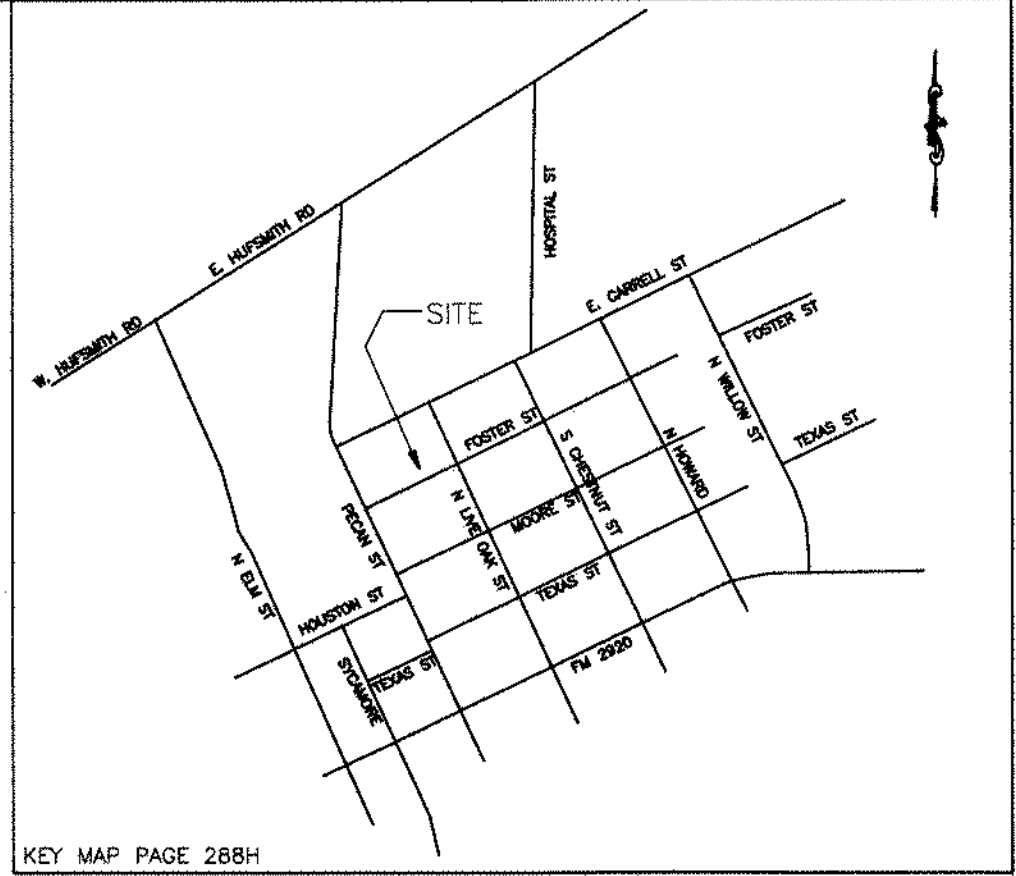
Stan Stanart
County Clerk
of Harris County, Texas

By: _____
Deputy

M.R.H.C. = MAP RECORDS OF HARRIS COUNTY.
R.P.R.H.C.T. = REAL PROPERTY RECORDS HARRIS COUNTY TEXAS
OF NO. = CLERK'S FILE NUMBER
D.R.H.C. = DEED RECORDS OF HARRIS COUNTY.

GENERAL NOTES:

1. All oil/gas pipelines or pipeline easements with ownership through the subdivision have been shown.
2. All oil/gas wells with ownership (plugged, abandoned, and/or active) through the subdivision have been shown.
3. No building or structure shall be constructed across any pipelines, building lines, and/or easements. Building setback lines will be required adjacent to oil/gas pipelines. The setbacks at minimum should be 15 feet off centerline of low pressure gas lines, and 30 feet off centerline of high pressure gas lines.
4. This plat does not attempt to remove any valid covenants or restrictions.
5. The building lines shown on this plat shall be in addition to, and shall not limit or replace, any building lines required by the City of Tomball Code of Ordinances at the time of the development of the property.
6. According to FEMA Firm Panel No. 48201C02230L (Effective Date June 18, 2007), this property is in Zone "X" and does not appear to be in the 1% Annual Chance Flood Plain.
7. Public easements denoted on this plat a 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 it's 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.



VICINITY MAP (N.T.S.)

REPLAT DANIELS I 1 LOT, 1 BLOCK

Being a subdivision of 0.161 acre of land situated in the W. Hurd Survey, Abstract Number 371, Harris County, Texas and being a replat of Lots 20 and 21, in Block 63, of the Tomball Townsite, a subdivision in Harris County, Texas, according to the map or plat thereof recorded in Volume A, Page 25 of the Map Records of Harris County, Texas.

JANUARY 2014

OWNER:
Micheal Daniels
226 Foster Street
Tomball, Texas 77375
Phone-281-460-1564

SURVEYOR:
David E. King, Sr.
3411 Keygate Drive
Spring, Texas 77388
Office: 281-350-8003
FAX: 281-350-0118