

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



MONDAY, MARCH 3, 2014

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, March 3, 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 Shawn O'Hearn, Western Apostolic Church Ministries

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 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 Reception – 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 – Report to Council regarding 2014 TML Risk Pool Gas Utility Survey Report

6.0 Approve the Minutes of the February 17, 2014 Regular City Council Meeting

7.0 New Business:

- 7.1 Approve Tomball Art League 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
- 7.2 Approve Resolution No. 2014-04, a Resolution of the City Council of the City of Tomball, Texas, Designating the Official Newspaper for 2014 for Publication of Matters Pertaining to the City of Tomball
- 7.3 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
- 7.4 Public Hearing regarding Proposed Assessments against Section One Properties in the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision)

- 7.5 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 Raleigh Creek, PID No. 2
- 7.6 Adopt, on First Reading, Ordinance No. 2014-06, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Pine Country of Tomball Subdivision, Phase I Properties, within the City of Tomball Public Improvement District Number Two; and Making Certain Findings Related Thereto
- 7.7 Presentation by Damon Palermo and Jerry Hayley, 2978 Panormus LLP, regarding “Peck Station”, a Proposed Development Located between Snook Lane and FM 2978
- 7.8 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 Authorize the City Manager to Execute the Necessary Agreement
- 7.9 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 Authorize the City Manager to Execute the necessary Agreement
- 7.10 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
- 7.11 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.

- 7.12 Approve Professional Services Agreement with R.G. Miller Engineers, Inc. for a 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.
- 7.13 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 Hassell Construction Company, Inc. in the Amount of \$5,879,967.05.
- 7.14 Approve Development Agreement for Construction of Public Improvements with Breaux Properties, LTD in the amount of \$10,632.96
- 7.15 Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose:
 - Sec. 551.072 – Deliberations Regarding Real Property

8.0 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 27th day of February 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 3, 2014

Topic:

- Led by Pastor Shawn O'Hearn, Western Apostolic Church Ministries

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 3, 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 3, 2014

Data Sheet

Topic:

- 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 Reception – 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**
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- April 28-May 6, 2014 – Early Voting for the **May 10, 2014 General and Charter Amendment Elections**
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- 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 – Report to Council regarding 2014 TML Risk Pool Gas Utility Survey Report

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
City of Tomball Natural Gas System Maintains an Excellent Performance Rating



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

Doris Speer

From: David Kauffman
Sent: Monday, February 24, 2014 5:04 PM
To: George Shackelford
Cc: City Council Distribution List; City Hall Distribution List; Police Department Distribution List; Fire Department Distribution List
Subject: City's Natural Gas System Maintains an Excellent Performance Rating

The 2014 TML Risk Pool's Gas Utility Survey report was received, and to no surprise the City of Tomball's natural gas system has consistently maintained an excellent rating – scoring a 99% of 100%. As the report indicates, the City has maintained a 95% or higher rating for the past 10 years. Additionally, the City has scored a 99% or higher for the past 6 years and is ranked within the top 3 municipal gas systems in Texas.

Please join me in congratulating John Escamilla, Toby Wedgman, and their dedicated staff for this exceptional accomplishment and for operating an extremely safe and efficient natural gas system. I am exceedingly proud to know that these guys are managing the natural gas system that serves our community.

David B. Kauffman, PWLF

Director of Public Works
City of Tomball
501 James St.
Tomball, TX 77375
281.290.1415
Fax: 281.351.4735
www.tomballtx.gov
dkauffman@tomballtx.gov



Infrastructure is not merely steel and concrete, it is integrated into the history, the lives, the culture, and the future of the people it serves ~ Public Works Historical Society

Regular City Council Agenda Item Data Sheet

Meeting Date: March 3, 2014

Topic:

Approve the Minutes of the February 17, 2014 Regular City Council Meeting

Background:**Origination:**

City Secretary

Recommendation:

N/A

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

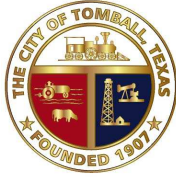
City Secretary

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

ATTACHMENTS:

Draft Minutes of the February 17, 2014 Regular City Council Meeting

MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**MONDAY, FEBRUARY 17, 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
Chief of Police – Robert Hauck
Fire Chief – Randy Parr
Director of Public Works – David Kauffman
Finance Director – Glenn Windsor
Marketing Director – Mike Baxter
Community Development Director – Craig Meyers
City Engineer – Lori Lakatos
City Planner – Rebeca Guerra
Community Events Coordinator – Rosalie Dillon
Executive Director-TEDC – Kelly Violette
NWEMS Director – Brian Bayani

2.0 The invocation was led by Pastor Terry Johnson, First Baptist Church.

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

4.0 The following public comments were received:

Monique Dermaux - Expressed her desire to participate, through presentations and
2531 S. Cherry, 77375 collaboration in the Council special meeting regarding 25-ft.
non-conforming lots and requested that the meeting be
scheduled as early as possible.

5.0 Reports and Announcements:

- February 25, 2014 – **Trailride Reception** – 12:00 Noon
- Tomball Police Department Annual Data Capture Report (SB 1074)
- March 3, 2014 – Public Hearing regarding Proposed Assessments against
Section One Properties in the City of Tomball Public Improvement District
Number Two (Raleigh Creek Subdivision) – 6:00 p.m.
- 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
Reception – 9:30 a.m.-11:00 a.m.
- April 12, 2014 – **6th Annual 5K Bunny Run and 1 Mile Kids Walk**
- **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:
 - Robert Hauck introduced Lukas Musiot, German Police Academy
Student

6.0 Motion was made by Councilman Dodson, second by Councilman Hudgens, to approve the Minutes of the February 3, 2014 Regular City Council Meeting.

Motion carried unanimously.

7.0 New Business:

7.1 Motion was made by Councilman Townsend, second by Councilman Hudgens, to appoint Brett D. Peabody as the Alternate Municipal Court Judge to the Unexpired Term Vacated by Stephen Vigorito, Term Expiring August 15, 2015, as required by Government Code, Section 29.005.

Motion carried unanimously.

7.2 Motion was made by Councilman Townsend, second by Councilman Dodson, to award Contract for RFP 2014-03, Vendor to Sell Beer and Wine at City Festivals, to Cisco’s Salsa Company.

Motion carried unanimously.

- 7.3 Motion was made by Councilman Dodson, second by Councilman Townsend, to approve, as a Project of the Corporation, an Agreement with Breaux Properties, LTD, to Make Direct Incentives To, or Expenditures For, the Creation or Retention of Primary Jobs Associated with the Expansion of a Manufacturing Facility Located at 28006 High Meadow Road, Tomball, Texas. The Estimated Amount of Expenditures for Such Project is \$74,534.00.

Motion carried unanimously.

- 7.4 Motion was made by Councilman Dodson, second by Councilman Stoll, to approve, as a Project of the Corporation, an Agreement with Inline Services Inc., to Make Direct Incentives To, or Expenditures For, the Creation or Retention of Primary Jobs Associated with the Expansion of a Manufacturing Facility Located at 27731 Commercial Park, Tomball, Texas. The Estimated Amount of Expenditures for Such Project is \$33,083.00

Motion carried unanimously.

- 7.5 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Purchase Six (6) Police Department Vehicles in Compliance with the City's Purchasing and Bidding Policy, in the amount of 166,191.48.

Motion carried unanimously.

- 7.6 Motion was made by Councilman Degges, second by Councilman Stoll, to award Job Order Proposal for the Construction of a Steel Awning for the City Pool and a Steel Canopy for Matheson Park to KBR under the TCPN Statewide Contract for a Not to Exceed Cost of \$78,130.00, and to authorize the City Manager to Execute the Necessary Construction Contracts

Motion carried unanimously.

- 7.7 Motion was made by Councilman Hudgens, second by Councilman Townsend, to approve WELLING OWENS QUADRUPLEXES; Being a Replat of Outlots 104, 103 and 98 of Tomball Townsite, City of Tomball; Recorded under Vol. 2, Pg. 65 of the Harris County Map Records; Located in the Ralph Hubbard Survey, Abstract 383, Harris County, Texas.

Motion carried unanimously.

- 7.8 Motion was made by Councilman Townsend, second by Councilman Stoll, to set a date and time for a Council Workshop to discuss 25-ft. nonconforming lots in the City of Tomball.

Motion was amended by Councilman Townsend, second by Councilman Dodson, to set March 25, 2014 at 6:00 p.m. as the date and time for a Council Workshop to discuss 25-ft. nonconforming lots in the City of Tomball.

Motion, as amended, carried unanimously.

- 8.0 Motion was made by Councilman Dodson, second by Councilman Stoll, to adjourn.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 3rd day of March 2014.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council Agenda Item Data Sheet

Meeting Date: March 3, 2014

Topic:

Approve Tomball Art League 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

Background:

The Tomball Art League (TAL) is preparing for its annual juried Spring and Fall Art Shows. These events are scheduled for Saturday, March 8, 2014 and Saturday, September 13, 2014.

TAL is requesting the same consideration given in past years with Council waiving rental fees for the Tomball Community Center on both dates, as well as for the Friday set-up days immediately preceding each event (March 7th and September 12th).

The Tomball Art League will, as in previous years, pay a \$250 fee for labor costs to open and close the building.

The letter requesting this waiver is included in Council's packet.

Origination:

Mike Baxter - Marketing Director for Dan Adkisson - TAL

Recommendation:

Approve in-kind support of the Tomball Art League's annual Spring and Fall Art Shows by waiving the Community Center rental fees for March 7-8, 2014 and September 12-13, 2014.

Funding:

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

Mike Baxter - Marketing Director

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

ATTACHMENTS:

TAL Request for In-Kind Support for 2014 Juried Art Shows

City of Tomball
Attn: City Council
401 W. Commerce Street

The Tomball Art league (TAL) is preparing for our annual Juried Spring & Fall Art Shows, Saturday March 8th, 2014 & September 13th, 2014. (2nd Saturday's) The project requires the same consideration that you have extended us in the past few years which are:

Your waiving the fee for the use of The Community center and use of the table & chairs in order to display and judge art work March 8th & September 13th, 2014, 7:30 AM - 5:00 PM (we close the show at approximately 4:00 PM and the extra hour allows us to clean and restore the room). we will also need the Friday's (7th & 12th) prior to the Saturday Shows from 2:00 PM - 4:00 PM for pre- registration of art work.

Tomball Art League will pay \$ 250 for the labor cost of personnel to open & close the building.

The City of Tomball to partner with Tomball Art League for this event.

The Tomball Art League believes these juried art shows will enhance our efforts of providing art education to the community, while at the same time supporting The City of Tomball's goal of expanding tourism in the historical region of downtown area. Tomball Art League will accomplish both by advertising through the area, through local & regional news releases, communing with other Art Leagues, local schools, art teachers and through internet marketing.

The Tomball art league does not benefit from the hotel/ motel tax, but We Believe this event will return the investment back to the city through the following:

- Increase in sales tax from vendors (restaurants, service stations, etc) sales

- Increase in hotel/motel occupancy through

 - Overnight Stays by participants

 - Tourist attending the show

 - Return visits to local artist for follow up sales, instructional workshops and subsequent visits to the Tomball Area.

 - Create business for local restaurants and retail establishments

Tomball Art League has made this an annual event in Tomball and these dates are in conjunction with the City's monthly 2nd Saturday at the Depot Events. This event is Free Admission and through opening the show to local schools, encouraging student artist to participate that it will become a family event as well.

Thank You for considering our request.

Sincerely,



Dan Adkisson
Tomball Art league.

Regular City Council

Agenda Item

Meeting Date: March 3, 2014

Data Sheet

Topic:

Approve Resolution No. 2014-04, a Resolution of the City Council of the City of Tomball, Texas, Designating the Official Newspaper for 2014 for Publication of Matters Pertaining to the City of Tomball

Background:

Section 3.06 of the Home Rule Charter requires the City Council to annually designate a public newspaper of general circulation in the City as the official newspaper for all legal notices—ordinances, public hearing notices, election notices, and other matters required to be published by the Charter, Tomball ordinances, the Constitution or state or federal laws.

The major portion of the City's official advertising involves legal notices, some of which are quarter-page ads required to run as display ads. Although the official newspaper must be used for the City's legal notices, staff members also run notices in both papers, depending on the type of advertisement or if it is necessary to meet state or charter deadlines. For example, HR may run employment ads in both papers, the Houston Chronicle, and trade magazines, depending on the market we are trying to reach, and the Marketing Department may run display ads in either the official newspaper or in both papers, depending on which paper has the best publication date for the event.

Each year, City staff solicits advertising rate proposals from the Potpourri (Houston Community Newspapers) and the Tomball-Magnolia Tribune for Council's consideration in designating the official newspaper. A tabulation of the proposals received is attached, along with proposals and additional information provided by each newspaper. Rates were solicited for legal notices (the major portion of Tomball's advertising expenditures) and for non-legal notices (display ads, Tax Rate and Budget Notices, i.e., large displays in the body of the paper instead of the classified/legals section). Rates were not solicited from the Houston Chronicle because the majority of our notices are legal notices and the Chronicle's Ultimate Tomball rates for legal notices are substantially higher than either the Potpourri or the Tribune.

The rates presented by each newspaper indicate that the cost of legal ads in the Tribune may be less than similar notices in the Potpourri, depending on the finished size and location requirement of the ad; the cost of the majority of the legal notices published in the Tribune are based on the number of lines instead of completed size. Display/retails ads in the Potpourri may cost approximately slightly less than the same size ad in the Tribune, again depending on the size, color and location requirements.

Both the Tribune and the Potpourri have Internet sites and we have had few problems with service with either paper. The Tribune has a total circulation of 43,700 direct mail customers in the Tomball-Magnolia area. The Potpourri states current circulation numbers of 17,200 home-delivery customers in Tomball. Both the Potpourri and the Tribune provide drop-off or countertop locations where papers can be picked up. The Tribune's publication date is on Monday and the Potpourri's publication date is on Wednesday.

In 2013, the Tribune was designated as the official city newspaper. During 2013, the City paid \$19,906.75 to the Tribune for legal notices and advertising and \$7,532.75 to the Potpourri, primarily for marketing/display advertising.

Designations of the official newspaper for the last fifteen years have been:

2013 - Tomball Magnolia Tribune
 2012 - Tomball Magnolia Tribune
 2011 - Tomball Magnolia Tribune
 2010 - Tomball Magnolia Tribune, changed mid-year to The Potpourri
 2009 - The Potpourri
 2008 - Tomball Magnolia Tribune
 2007 - The Potpourri
 2006 - The Potpourri
 2005 - The Potpourri
 2004 - The Potpourri
 2003 - The Potpourri
 2002 - The Potpourri
 2001 - Tomball Magnolia Tribune
 2000 - The Potpourri
 1999 - Tomball Magnolia Tribune
 1998 - The Potpourri.

Origination:

Home Rule Charter/City Secretary

Recommendation:

N/A

Funding: Yes

Account Number: Responsible Departments, Acct. 6335

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

City Secretary

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

ATTACHMENTS:

Resolution No. 2014-04
 Tabulation of Responses
 Potpourri - Response re Rates
 Tribune - Response re Rates
 Samples Provided in Request for Rate Quotes

RESOLUTION NO. 2014-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF TOMBALL, TEXAS, DESIGNATING THE OFFICIAL
CITY NEWSPAPER FOR 2014 FOR PUBLICATION OF
MATTERS PERTAINING TO THE CITY OF TOMBALL.**

* * * * *

WHEREAS, the Home Rule Charter of the City of Tomball, Section 3.06 – Official Newspaper, states:

“The Council shall have power to contract with, and by ordinance or resolution, annually designate a public newspaper of general circulation in the City as the official newspaper thereof and to continue as such until another is designated, and shall cause to be published therein all ordinances, notices and other matters required to be published by this Charter, by the ordinances of the City or by the Constitution or laws of the State of Texas.”

NOW, THEREFORE, BE IT RESOLVED that the City of Tomball and its governing body hereby designates the _____ to be named the official newspaper for 2014 for the City of Tomball, Texas, for the publication of ordinances, notices, and other matters required by law or ordinance to be published, and that this resolution shall take effect upon its passage.

PASSED AND APPROVED BY A VOTE OF ___ TO ___ AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL 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>

GRETCHEN FAGAN, Mayor

ATTEST:

Doris Speer, City Secretary

Sample Newspaper Ads Submitted for Rate Quote

	Tomball Magnolia Tribune		The Potpourri/Houston Community Newspapers			
1. 2011 Property Tax Rates in City of Tomball	3 col x 13"	\$721.50	3 col 10"	5.138" x 10"	\$300.00	
2. Mayor's Coffee	3 col x 4"	\$222.00	3 col x 5"	5.138" x 5"	\$150.00	black
	full color	\$302.00			\$172.50	spot color
					\$300.00	full color
3. Notice of Availability for Review of CAFR	2 col x 32 lines	\$57.60	2 col x 4"	3.388" x 4"	\$156.80	
	boxed 2 col x 5"	\$185.00				
4. Notice of General Election	3 col x 60 lines	\$162.00				
	boxed 3 col x 9.5"	\$527.25				
5. Notice of Public Hearing - Budget	2 col x 51 lines	\$91.80				
	boxed 2 col x 9"	\$333.00				
6. Notice of Tax Revenue Increase - 1/2 page notice	3 col x 10.5"	\$582.75				
7. Notice of Vote on Tax Rate	2 col x 11 lines	\$19.80				
	2 col x 2"	\$74.00				
8. Notice to Bidders	2 col x 42 lines	\$75.60				
	boxed 2 col x 6"	\$222.00				
9. Ordinance No. 2011-10	32 lines	\$28.80				
	1 col x 4.5"	\$83.25				
10. Ordinance No. 2011-11, 2011-14, 2011-16	41 lines	\$36.90				
	1 col x 6"	\$111.00				
	35 lines	\$31.50				
	1 col x 5"	\$92.00				
	29 lines	\$26.10				
	1 col x 4"	\$74.00				
11. Notice of Intention to Issue Certificates of Obligation	2 col x 30 lines	\$54.00				
	boxed 2 x 4	\$148.00				
12. Trailrider Reception	3 col x 5"	\$277.50				
	full color	\$357.50				

Legal Notice; published in Legals Section (required to be published in Official Newspaper)

Legal Notice required to be published in body of paper
(required to be published in Official Newspaper, but may be published in other newspapers as well)

Display Notice; published in body of paper - May be published in other newspapers as well

Doris Speer

From: Susan Curr <scurr@hcnonline.com>
Sent: Tuesday, February 18, 2014 12:43 PM
To: Doris Speer
Subject: Designation of Official Newspaper for 2014
Attachments: City of Tomball.pdf

Doris
Thank you for this opportunity . Our Tomball Potpourri is a Wednesday pub and final deadline is 4pm Friday. It is a home delivered, residential newspaper. The Tomball Potpourri distributes to zip codes 77375 and 77377. Both with 8,600 circulation totaling 17,200. Location of local office is, 21901 Tomball Parkway, Suite 500, Houston TX 77070. Attached you will find the Tomball Potpourri newspaper requirements, mechanics and pricing. This is special pricing for you, and is based on a year contract with the Tomball Potpourri being your newspaper of record.

Thank you again
Susan

Susan Curr
Houston Community Newspapers
Legals Account Specialist
281-378-1025
Fax 1-855-441-6397 Toll Free
scurr@hcnonline.com

Thank you for your interest in The Houston Community Newspapers

Tomball Potpourri

NEWSPAPER REQUIREMENTS

General Circulation:

Please give circulation area (subdivisions, street boundaries, etc.). This is necessary to determine if the newspaper is circulated within the entity the publication is for.

Tomball Texas
Zip Codes: 77375, 77377

The newspaper must:

devote at least 25% of space to general interest items, Yes ☒ No ☐

be published at least once a week, Yes ☒ No ☐

have been published for at least the last 12 month, Yes ☒ No ☐

be entered as second-class postal matter in the county of publication, Yes ☒ No ☐

Postal Permit # 386-1805
(Please attach copy)

Person completing this form Susan Curr

Date 1/7/14 Title Legal Advertising Consultant

Classifieds

MECHANICS		
Columns	Inches	picas
1	1.638	9.83
2	3.388	20.33
3	5.138	30.83
4	6.888	41.33
5	8.638	51.83
6	10.388	62.33
Length	20.5"	

ROP Modular Sizes

Modular Size	Column Size	Actual Size
Full Page	6 column x 20.5"	10.388" x 20.5"
3/4 Page	5 column x 17"	8.638" x 17"
1/2 Page (H)	6 column x 10"	10.388" x 10"
1/2 Page (V)	3 column x 20"	5.138" x 20"
1/3 Page	4 column x 10"	6.888" x 10"
1/4 Page (H)	6 column x 5"	10.388" x 5"
1/4 Page (V)	3 column x 10"	5.138" x 10"
1/8 Page (H)	3 column x 5"	5.138" x 5"
1/8 Page (V)	2 column x 7.5"	3.388" x 7.5"
1/16 Page (H)	4 column x 2"	6.888" x 2"
1/16 Page (V)	2 column x 4"	3.388" x 4"

2011 Property Tax Rates in City of Tomball

This notice concerns the 2011 property tax rates for City of Tomball. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's effective tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's rollback tax rate is the highest tax rate the taxing unit can set before taxpayers start rollback procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rates:

Last year's operating taxes	\$1,259,474
Last year's debt taxes	\$1,582,040
Last year's total taxes	\$2,841,514
Last year's tax base	\$1,130,028,832
Last year's total tax rate	\$0.251453/\$100

This year's effective tax rates:

Last year's adjusted taxes (after subtracting taxes on lost property)	\$2,831,781
- This year's adjusted tax base (after subtracting value of new property)	\$1,096,751,677
= This year's effective tax rate (Maximum rate unless unit publishes notices and holds hearings.)	\$0.25819/\$100

This year's rollback tax rates:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)	\$3,579,105
- This year's adjusted tax base	\$1,096,751,677
= This year's effective operating rate	\$0.321778/\$100
+ 1.00% this year's maximum operating rate	\$0.347520/\$100
- This year's debt rate	0.230000/\$100
= This year's total rollback rate	\$0.377520/\$100
- Sales tax adjustment rate	\$0.204690/\$100
= Rollback tax rate	\$0.372830/\$100

Statement of Increase/Decrease

If City of Tomball adopts a 2011 tax rate equal to the effective tax rate of \$0.258197 per \$100 of value, taxes would increase compared to 2010 taxes by \$26,858.

Schedule A - Unencumbered Fund Balances

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
General Fund	10,606,990
Debt Service Fund	755,676
Special Revenue Fund	1,388,102
Enterprise Fund	14,517,084
Fleet Replacement Fund	1,966,355
Health Insurance Trust Fund	297,852

Schedule B - 2011 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable.)

Description of Debt	Principal or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Tax and Revenue Certificates of Obligation	375,000	239,895	0	614,895
Series 2003 Tax and Revenue Certificates of Obligation, Series 2010 Refunding	250,000	37,970	0	287,970
Bonds Tax and Revenue Certificates of Obligation	490,500	54,878	0	544,378
Series 2002 Series 2011 General	15,750	134,122	0	149,872
Obligation Refunding Bonds 2011 Lease Purchase Fire	60,807	27,912	0	88,719
Truck Tax Certificates of Obligation, Series 2011	422,255	451,836	0	874,091
Total required for 2011 debt service				\$2,555,125
- Amount (if any) paid from Schedule A				\$0
- Amount (if any) paid from other resources				\$0
- Excess collections last year				\$0
= Total to be paid from taxes in 2011				\$2,555,125
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2011				\$0
- Total debt levy				\$2,555,125

Schedule C - Expected Revenue from Additional Sales Tax

In calculating its effective and rollback tax rates, the unit estimated that it will receive \$2,273,946 in additional sales and use tax revenues.

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at 1001 Preston, Houston TX 77002.

Name of person preparing this notice: Don Summers CPA, RTA

Title: Tax Assessor-Collector

Date Prepared: 09/07/2011

ROP

1/4 pg V 3col x 10"

5.138" x 10"

300.00

(# 10,00 per)

Mayor's Coffee

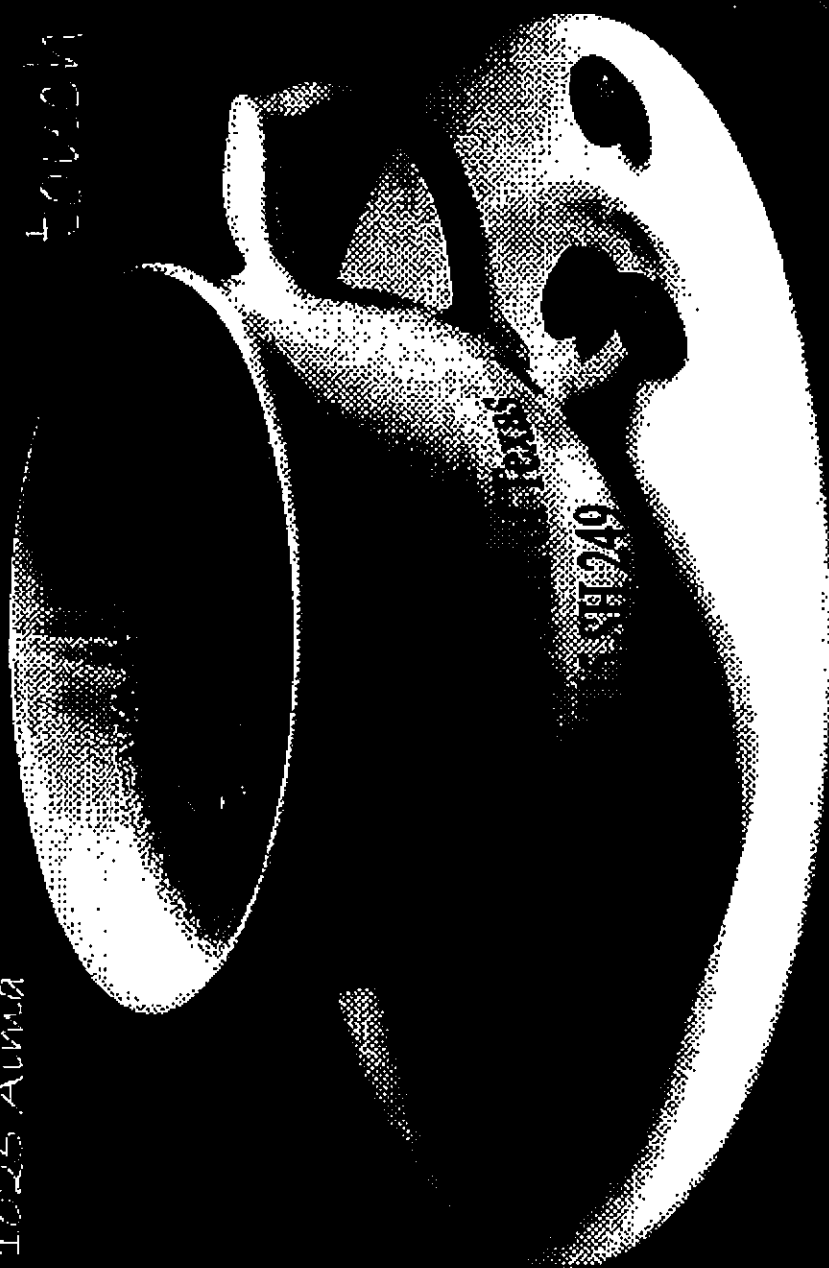
MAY 5, 2011

5:30 P.M.

Nona's Italian Grill

1025 Alana

Stop by to get in
touch with Tomball!



ROP
1/8 pg H 3col x 5"
5.138" x 5"
\$150. (\$10.00pc)
plus color add
15" for spot color
\$172.50
add 30" for full color
\$195.00
color max to \$300.00

For more information call 281-299-1002 or visit online

Legal Notices - Classified

*2 col x 4"
(3.388 x 4")*

156.80

(#19.60 per)

**NOTICE OF AVAILABILITY FOR REVIEW
OF THE
CITY OF TOMBALL
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2010**



Notice is hereby given, as required under Section 8.24 of the City of Tomball Home Rule Charter, that the Comprehensive Annual Financial Report (Annual Audit) for Fiscal Year ending September 30, 2010 of the City of Tomball, Texas is on file and available for public inspection and review during normal business hours at:

**Tomball City Hall
401 Market Street
Tomball, Texas 77375.**

Individuals interested in reviewing the Comprehensive Annual Financial Report (Annual Audit) for Fiscal Year ending September 30, 2010 should contact the office of the City Secretary, 401 Market Street, Tomball, Texas.

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 18th day of February 2011.

Doris Speer

Doris Speer, City Secretary, TRMC

NORTH GROUP

The Courier (Conroe)
The Villager (The Woodlands)
Spring Observer

100 Avenue A
Conroe, Texas 77301
(936) 521-3300 PHONE
(936) 521-3301 FAX

1600 Lake Front Circle, Suite 190
The Woodlands, Texas 77380
(281) 378-1040 PHONE
(281) 363-3299 FAX

NORTHEAST GROUP

Humble Observer
Atascocita Observer
Kingwood Observer
East Montgomery County
Observer
Lake Houston Observer
Cleveland Advocate
Eastex Advocate
Dayton News

907 E. Main Street
Humble, Texas 77338
(281) 378-1060 PHONE
(281) 446-6901 FAX

106 W. Hanson Street
Cleveland, Texas 77327
(281) 592-2626 PHONE
(281) 592-2629 FAX

NORTHWEST GROUP

Tomball Potpourri
Magnolia Potpourri
Cypress Creek Mirror
(Cypress/Cy-Fair)
(Champions/Klein)

21901 Tomball Parkway, Suite 500
Houston, Texas 77070
(281) 378-1080 PHONE
(281) 320-2005 FAX

SOUTHWEST GROUP

Examiner
(West U/River Oaks/Bellaire)
Memorial Examiner
The Rancher (Katy)
Sugar Land Sun

7613 Katy Freeway
Houston, Texas 77024
(281) 378-1900 PHONE
(713) 520-1193 FAX

SOUTH GROUP

Pasadena Citizen
Deer Park Broadcaster
Bay Area Citizen
Pearland Journal
Friendswood Journal

650 FM 1959
Houston, Texas 77034
(281) 378-1920 PHONE
(281) 922-4499 FAX

Susan Curr <scurr@hcnonline.com>
Monday, December 16, 2013 3:11 PM
Doris Speer
Publication of Legal Notices
CUSTOMER LEGAL INFO SHEET.xls

December 16, 2013

Doris Speer, City Secretary

The Houston Community Newspapers is comprised of 24 home delivered community newspapers distributed throughout the Houston metro area. Our newspapers meet the requirements to publish legal notices. (We devote at least 25% of space to general interest items, are published at least once a week, have been published for at least the last 12 months and are entered as second-class postal matter in the county of publication.)

I have attached information regarding our publications and the information for legal notices for you to review. As the Legal Notice Manager, I am aware of details and needs you have regarding publishing legal notices and will provide them promptly. The personal service you receive from my department is unparalleled. If we receive your notice by the deadline, we will get your notice in the newspaper.

Our Tomball Potpourri Newspaper is the publication that is distributed in your area. Our rates are comparable, if not less, than other newspapers in the city. In addition, you are able to earn rate discounts based on frequency or an agreement for Houston Community Newspapers to be your Official Newspaper for publishing legal notices.

Please let me know when you have time for a short telephone consultation to discuss your legal notice needs, challenges and how I can help make your job easier.

HOUSTON COMMUNITY NEWSPAPERS

Sincerely,

Susan Curr
Legals Account Specialist
281-378-1025 Phone
1 (855) 441-6397 Toll Free Fax
scurr@hcnonline.com

LEGAL INFO SHEET

<u>COUNTY</u>	<u>PUB</u>	<u>PUB DAY</u>	<u>DEAD LINE</u>	<u>ZIP CODES</u>
BRAZORIA COUNTY	PEARLAND/FRIENDSWOOD JOURNAL	THUR	MON 4PM	77578-77581-77584-77546
FORT BEND COUNTY	SUGAR LAND SUN (FORT BEND)	THUR	MON 4PM	77459-77478-77479
HARRIS COUNTY	BAY AREA CITIZEN	THUR	MON 4PM	77058-77059-77062-77573-77586-77598
	DEER PARK BROADCASTER	THUR	MON 4PM	77503-77505-77536
	LAKE HOUSTON OBSERVER	WED	FRI 11AM	77336-77532
	PASADENA CITIZEN	SUN / THUR	THUR 4PM / MON 4PM	77017-77502-77503-77504-77505-77506-77536-77587
	SPRING OBSERVER	THUR	FRI 4PM	77014-77373
	KINGWOOD/HUMBLE/ATASCOCITA OBSERVER	WED	FRI 11AM	77338-77346-77396-77339-77345-77044
	CYPRESS CREEK MIRROR (CYFAIR/CYPRESS)	WED	FRI 4PM	77064-77065-77070-77095-77429-77433
	THE MIRROR CHAMPION/KLEIN	WED	FRI 4PM	77066-77069-77070-77379-77388
	MAGNOLIA/TOMBALL POTPOURRI	WED	FRI 4PM	77354-77355-77375-77377
	EXAMINER (BELLAIRE/RIVER OAKS/W UNIVERSITY)	THUR	FRI 4PM	77005-77006-77019-77025-77027-77030-77096-77098-77401
LIBERTY COUNTY	DAYTON/EASTEX/CLEVELAND	WED	FRI 11AM	77327-77328-77331-77371-77372-77575-77535-77575
MONTGOMERY COUNTY				
	EAST MONTGOMERY OBSERVER	WED	FRI 11AM	77357-77365-77372
	WOODLANDS VILLAGER	THUR	FRI 4PM	77380-77381-77382-77384-77385-77386-77389
	CONROE COURIER	DAILY	2 BUSINESS DAYS PRIOR	77301-77302-77303-77304-77306-77316-77318-77328-77354-77355-77356 77358-77378-77380-77381-77382-77384-77385-77386
FT BEND/HARRIS/WALLER	MEMORIAL/RANCHER	THUR	MON 4PM	77024-77055-77056-77057-77063-77079-77441-77450-77494

EXCEPTION: Week of Holidays, deadlines are 24 hours sooner.

THE TRIBUNE

Tomball ★ Magnolia ★ Waller

Independently Owned & Operated Since 1998 • www.tribunenews.com

February 24, 2014

City of Tomball
Doris Speer

Re: Designation of Official Newspaper

The Tomball Magnolia Tribune is a weekly newspaper which is published every Monday. We mail out our paper to residential and business addresses via the U.S. Postal Service. Our current distribution is 43,700 and is delivered to the following zip codes:

77377

77375

77362

77355

77354

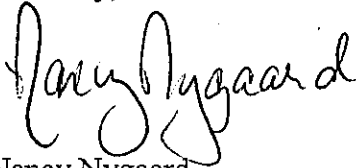
77447

77484

Our office is located at 517 W. Main St, Tomball, TX 77375. Our deadline is Wednesday by 5pm. Attached are the sample ads with pricing as requested.

If you have any other questions, please do not hesitate to ask.

Sincerely,



Nancy Nygaard

**NOTICE OF INTENTION TO ISSUE
CERTIFICATES OF OBLIGATION**

NOTICE IS HEREBY GIVEN that the City Council of the City of Tomball, Texas (the "City"), will meet at City Hall, 401 Market Street, Tomball, Texas, at 6:00 p.m. on the 5th day of December, 2011, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation, in the maximum aggregate principal amount of \$14,500,000, payable from ad valorem taxes and from a limited pledge of a subordinate lien on the net revenues of the City's water and sewer system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the certificates of obligation, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with the construction of streets, sidewalks and related drainage improvements, including right-of-way acquisition for the Medical Center Drive project, the construction of drainage improvements, [including right-of-way acquisition of the M121 West Drainage project], and the cost of professional services incurred in connection therewith.

WITHNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 20th day of October, 2011.

Doris Speer
City Secretary
City of Tomball, Texas

30 lines x 2 columns = 60 x .90 = \$54
boxed ad would be 2X4 = 8 x 18.50 = \$148

2011 Property Tax Rates in City of Tomball

This notice concerns the 2011 property tax rates for City of Tomball. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's *rollback* tax rate is the highest tax rate the taxing unit can set before taxpayers start *rollback* procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:

Last year's operating taxes	\$1,259,474
Last year's debt taxes	\$1,582,040
Last year's total taxes	\$2,841,514
Last year's tax base	\$1,130,028,832
Last year's total tax rate	\$0.251455/\$100

This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property),	\$2,831,781
+ This year's adjusted tax base (after subtracting value of new property)	\$1,096,751,677
= This year's effective tax rate	\$0.25819/\$100
(Maximum rate unless unit publishes notices and holds hearings.)	

This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)	\$3,529,105
+ This year's adjusted tax base	\$1,096,751,677
= This year's effective operating rate	\$0.321778/\$100
x 1.08= this year's maximum operating rate	\$0.347520/\$100
+ This year's debt rate	0.230000/\$100
= This year's total rollback rate	\$0.577520/\$100
- Sales tax adjustment rate	\$0.204690/\$100
= Rollback tax rate	\$0.372830/\$100

Statement of Increase/Decrease

If City of Tomball adopts a 2011 tax rate equal to the effective tax rate of \$0.258197 per \$100 of value, taxes would increase compared to 2010 taxes by \$26,858.

Schedule A - Unencumbered Fund Balance

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
General Fund	10,606,990
Debt Service Fund	755,676
Special Revenue Fund	1,388,102
Enterprise Fund	14,517,084
Fleet Replacement Fund	1,966,355
Health Insurance Trust Fund	297,852

Schedule B - 2011 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable.)

Description of Debt	Principle or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Tax and Revenue Certificates of Obligation,	375,000	239,895	0	614,895
Series 2003 Tax and Revenue Certificates of Obligation, Series 2010 Refunding	250,000	32,970	0	282,970
Bonds Tax and Revenue Certificates of Obligation,	490,500	54,078	0	544,578
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Obligation Refunding Bonds 2011 Lease Purchase Fire	60,807	27,912	0	88,719
Truck Tax Certificates of Obligation, Series 2011	422,255	451,836	0	874,091
Total required for 2011 debt service				\$2,555,125
- Amount (if any) paid from Schedule A				\$0
- Amount (if any) paid from other resources				\$0
- Excess collections last year				\$0
= Total to be paid from taxes in 2011				\$2,555,125
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2011				\$0
= Total debt levy				\$2,555,125

Schedule C - Expected Revenue from Additional Sales Tax

In calculating its effective and rollback tax rates, the unit estimated that it will receive \$2,273,946 in additional sales and use tax revenues.

This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at 1001 Preston, Houston TX 77002.

Name of person preparing this notice: Don Sumners CPA, RTA

Title: Tax Assessor-Collector

Date Prepared: 09/07/2011

this has been reduced to fit on the
8.5x11 sheet, actual size is
3 columns x 13 inches = 39 x \$18.50 =
\$721.50

**NOTICE OF AVAILABILITY FOR REVIEW
OF THE
CITY OF TOMBALL
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2011**



Notice is hereby given, as required under Section 8.24 of the City of Tomball Home Rule Charter, that the Comprehensive Annual Financial Report (Annual Audit) for Fiscal Year ending September 30, 2011 of the City of Tomball, Texas is on file and available for public inspection and review during normal business hours at:

**Tomball City Hall
401 Market Street
Tomball, Texas 77375.**

Individuals interested in reviewing the Comprehensive Annual Financial Report (Annual Audit) for Fiscal Year ending September 30, 2011 should contact the office of the City Secretary, 401 Market Street, Tomball, Texas.

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 14th day of February 2012.

Doris Speer,
City Secretary, TRMC, CMC

32 lines x 2 columns = 64 x .90 = \$57.60
Boxed 2 columns x 5 inches = 10 x 18.50 = \$185.00

Notice of Vote on Tax Rate
The CITY OF TOMBALL, TEXAS
is scheduled to vote on the tax rate at
public meetings to be held
on **September 20, 2010** at 7:00 p.m.
and on **October 4, 2010** at 7:00 p.m.
at **TOMBALL CITY HALL**
401 Market Street, Tomball, Texas

The tax information above is published as a courtesy. Your individual taxes will not increase unless Harris County Appraisal District has appraised your property at a higher value. The tax rate for the City of Tomball remains the same for the fifth year.

2 columns x 2 inches = 4 x \$18.50 = \$74.00
11 lines x 2 columns = 22 x .90 = \$19.80

HOWDY PARTNER!

It's Rodeo time in Tomball and the trail riders are headin' our way. Meet the cowboys and cowgirls, enjoy the live music and more for some old style Western fun as the riders meander through town!



Trail ride reception on February 19th at the historic Tomball Depot
201 South Elm Street from high-noon 'til 2 p.m.

There'll be grub, too, like hot dogs, cookies and drinks!

It only happens once a year, so don't miss it . . . Call 281-351-5484.

3 columns x 5 inches = 15 x \$18.50 = \$277.50
plus \$80 color charge = \$357.50

**NOTICE OF AVAILABILITY FOR REVIEW
OF THE
CITY OF TOMBALL
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2010**



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Tomball City Hall
401 Market Street
Tomball, Texas 77375.

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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 18th day of February 2011.

Doris Speer,
City Secretary, TRMC, CMC

32 lines x 2 columns = 64 x .90 = \$57.60
Boxed 2 columns x 5 inches = 10 x 18.50 = \$185.00

NOTICE OF GENERAL ELECTION
(AVISO DE ELECCIÓN GENERAL)
(THÔNG BÁO VỀ CUỘC TỔNG TUYỂN CỬ)

To the Registered Voters of the City of Tomball, Texas:
(A los votantes registrados de la Ciudad de Tomball, Texas:)
(Gửi các Cử Tri Ghi Danh Bỏ Phiếu của Thành Phố Tomball, Texas:)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on May 14, 2011, for voting in a general election to elect Council Position 1 and Council Position 5.
(Notifíquese, por el presente, que las casillas electorales citadas abajo abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 14 de mayo de 2011 para votar en una elección general para elegir un Concejal para la Posición 1 y un Concejal para la Posición 5.)
(Theo đây, chúng tôi xin thông báo rằng các địa điểm bỏ phiếu ghi dưới đây sẽ mở cửa từ 7 giờ sáng tới 7 giờ tối ngày 14 tháng Năm, 2011, để cử tri bỏ phiếu trong cuộc tổng tuyển cử bầu chọn Thành viên hội đồng vị trí số 1 và Thành viên hội đồng vị trí số 5)

LOCATION OF POLLING PLACE: (DIRECCIÓN DEL LUGAR DE VOTACIÓN:) (ĐỊA ĐIỂM BỎ PHIẾU:)

401 Market Street, Tomball, Texas 77375.

Early voting by personal appearance will be conducted each weekday at: 401 Market Street, Tomball, Texas 77375, between the hours of 7:45 a.m. and 5:00 p.m., Monday, Wednesday, and Thursday, between the hours of 7:45 a.m. and 7:45 p.m. on Tuesday, and between the hours of 7:45 a.m. and 4:00 p.m. on Friday, beginning on May 2, 2011 and ending on May 10, 2011.

(La votación anticipada en persona se llevará a cabo de lunes a viernes en: 401 Market Street, Tomball, Texas 77375, entre las 7:45 a.m. y las 5:00 p.m. el lunes, miércoles y jueves, entre las 7:45 a.m. y las 7:45 p.m. el martes, y entre las 7:45 a.m. y 4:00 p.m. el viernes, comenzando el 2 de mayo de 2011 y culminando el 10 de mayo de 2011.)

(Thủ tục đích thân tới bỏ phiếu sớm sẽ diễn ra vào tất cả các ngày thường tại 401 Market Street, Tomball, Texas 77375, từ 7 giờ 45 sáng tới 5 giờ chiều, thứ Hai, thứ Tư và thứ Năm, từ 7 giờ 45 sáng tới 7 giờ 45 tối thứ Ba, và từ 7 giờ 45 sáng tới 4 giờ chiều thứ Sáu, bắt đầu từ ngày 2 tháng Năm, 2011 tới ngày 10 tháng Năm, 2011.)

Applications for ballot by mail shall be mailed to: (Las solicitudes de boletas para votar por correo deben enviarse a:)

(Quý vị có thể gửi đơn xin lá phiếu bầu qua đường bưu điện tới cho:)

Doris Speer

(Name of Early Voting Clerk)

(Nombre de la Secretaria de Votación Anticipada)

(Tên của Thư Ký phụ trách Bỏ Phiếu Sớm)

401 Market Street

(Address) (Dirección) (Địa chỉ)

Tomball, TX

(City) (Ciudad) (Thành phố)

77375

(Zip Code) (Código Postal) (Số Zip Code)

Applications for ballot by mail presented in person must be received no later than the close of business on April 29, 2011. (Las solicitudes de boletas para votar por correo hechas en persona deberán recibirse para el fin del horario de oficina el 29 de abril de 2011.)

(Đơn xin lá phiếu bầu qua thư đích thân đến nộp phải được nhận không trễ quá cuối giờ làm việc ngày 29 tháng Tư, 2011.)

Issued this the 9th day of February 2011.

(Emitido este día 9 de febrero de 2011.)

(Ban hành ngày 9 tháng Hai, 2011.)

Gretchen Fagan

Signature of Mayor

(Firma del Alcalde) (Chữ ký của Thị Trưởng)

60 lines x 3 columns = 180 x .90 = \$162.00

Boxed ad 3 columns by 9.5 inches = 28.50 x \$18.50 = \$527.25

NOTICE OF PUBLIC HEARING
at the
SPECIAL COUNCIL MEETING
CITY OF TOMBALL, TEXAS



MONDAY, AUGUST 22, 2011
6:00 P.M.

Notice is hereby given that a PUBLIC HEARING will be held by the Tomball City Council, as the Governing Body of the City of Tomball, at a Regular Council Meeting on Monday, August 22, 2011 at 6:00 p.m., at City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following:

Public Hearing for the Purpose of Adopting
the City of Tomball's Budget for
Fiscal Year 2011-2012.

**This Budget will raise MORE total
property taxes than last year's
Budget by \$1,070,092 (39.89%); a
portion of that amount will be
raised from new property added to
the roll this year.**

A copy of the Proposed Budget, as submitted to City Council and filed in the City Secretary's office, will be available for public inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas, Monday through Thursday, 7:45 a.m. to 5:00 p.m., and Friday, 7:45 a.m. to 4:00 p.m., beginning on **August 2, 2011**.

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 3rd day of August 2011 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer

Doris Speer, City Secretary, TRMC

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

51 lines x 2 columns = 102 x .90 = \$91.80
Boxed 2 columns x 9 = 18 x 18.50 = \$333.00

Notice of Tax Revenue Increase

The **CITY OF TOMBALL**, TEXAS conducted public hearings on October 3, 2011 and October 10, 2011 on a proposal to increase the total tax revenues of the **CITY OF TOMBALL**, TEXAS from properties on the tax roll in the preceding year by 32.25 percent.

The total tax revenue raised last year at last year's tax rate of \$0.251455 for each \$100 of taxable value, excluding tax revenue to be raised from new property added to the tax roll this year, was \$2,841,514.

The total tax revenue proposed to be raised this year at the proposed tax rate of \$0.341455 for each \$100 of taxable value, excluding tax revenue to be raised from new property added to the tax roll this year, is \$3,744,913.

The total tax revenue proposed to be raised this year at the proposed tax rate of \$0.341455 for each \$100 of taxable value, including tax revenue to be raised from new property added to the tax roll this year, is \$3,793,305.

The **CITY OF TOMBALL** is scheduled to vote on the tax rate that will result in that tax increase at public meetings to be held on **October 17, 2011** at 6:00 p.m. and on **October 24, 2011** at 5:30 p.m. at **Tomball City Hall, 401 Market Street, Tomball, Texas**.

**The tax information above is published as a requirement of State Law.
Your individual taxes will not increase unless Harris County Appraisal
District has appraised your property at a higher value.**

*this is not a quarter page, but by regulation standards must be at least a quarter page,
therefore I am giving quarter page dimensions/price
3 columns x 10.5 inches = 31.5 x \$18.50 = \$582.75*

NOTICE TO BIDDERS

The City of Tomball shall accept sealed bids to purchase, or to exchange other land for, the following land and improvements owned by the City and located at 101 South Walnut Street in the City:

A 0.1148-acre tract of land called Lots 11 and 12, Block 3, out of the Tomball Townsite, Harris County, Texas.

A **minimum** total purchase bid of **\$150,000** is required; or alternatively, a bid for the exchange of other land with a minimum appraised value of **\$150,000**. Additionally, the City of Tomball will only consider a bid for the exchange of land if such land is located within the Old Tomball Townsite.

Sealed bids shall be addressed to the City Secretary, City of Tomball, 401 Market Street, Tomball, Texas, 77375, and shall be labeled **"Project Number 2011-04, DO NOT OPEN"** and shall be marked with the Bidder's name and address. Any bid received after the time specified will be returned unopened. Any bid that does not conform in all material respects to the Notice to Bidders will be considered non-responsive. Bids will be accepted until 9:00 A.M., Tuesday, May 3, 2011, at which time all bids shall be opened and read aloud.

Each bidder is required to submit a cashier's or certified check issued by a bank satisfactory to the City of Tomball in an amount of not less than (1%) of the total amount of the bid submitted for purchase, or (1%) of the appraised value of the other land for exchange, as a guarantee that the bidder will enter into a sales contract within 15 days after notice of award of the contract to him. A pro forma copy of the sales contract may be obtained from Doris Speer, City Secretary, City of Tomball, 401 Market Street, Tomball, Texas 77375. It shall be each bidder's sole responsibility to inspect the property and obtain information regarding the condition and all factors relative to the sale. All such information may be obtained from the City Secretary's office, at the address provided above.

Upon consideration of the bids, the City of Tomball reserves the right to accept or to reject any or all bids, to waive any informality or technicality, to make any investigation deemed necessary concerning the bidder's ability to complete the sale, and accept what, in the City's judgment, is the most advantageous bid.

boxed 2 columns x 6 inches = 12 x \$18.50 = \$222.00
42 lines x 2 columns = 84 x .90 = \$75.60

ORDINANCE NO. 2011-10

AN ORDINANCE AMENDING CHAPTER 70, PLATS AND THE SUBDIVISION OF LAND, OF THE CODE OF ORDINANCES OF THE CITY OF TOMBALL, TEXAS, BY AMENDING SUBSECTION (d) OF SECTION 70-3 OF ARTICLE I TO ALLOW JOINDER OF LOTS UNDER COMMON OWNERSHIP WITHOUT REQUIRING A PLAT PROVIDED THAT THE JOINDER OF LOTS DOES NOT REQUIRE THE DEDICATION OR REMOVAL OF ANY PUBLIC RIGHTS-OF-WAY, PUBLIC EASEMENTS OR PUBLIC IMPROVEMENTS; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN \$2,000 FOR VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SAVINGS AND SEVERABILITY; PROVIDING FOR PUBLICATION; AND MAKING OTHER PROVISIONS AND FINDINGS RELATED THERETO. SECOND READING PASSED AND APPROVED JULY 5, 2011.

32 lines = \$28.80

1 X 4.5 x 18.50 = \$83.25

ORDINANCE NO. 2011-11

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 3.86 ACRES OF LAND, LEGALLY DESCRIBED AS LOT 1, BLOCK 1, EAGLE GASKET AND PACKING COMPANY SUBDIVISION NUMBER 1 REPLAT, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE SF-20-E SINGLE-FAMILY ESTATE RESIDENTIAL-20 DISTRICT TO THE LI-LIGHT INDUSTRIAL DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED ON THE EAST-ERLY SIDE OF ULRICH ROAD, NORTHERLY OF HUFSMITH ROAD AT 1110 ULRICH ROAD, TOMBALL, TEXAS; 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. SECOND READING PASSED AND APPROVED JULY 26, 2011.

41 lines x .90 = \$36.90
1 col x 6 inches = \$111

ORDINANCE NO. 2011-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AMENDING SECTION 60-11, CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGNS (CEVMS), OF CHAPTER 60, SIGNS, OF THE CITY'S CODE OF ORDINANCES RELATING TO CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGNS TO ALLOW CEVMS AS ON PREMISE SIGNS ON PROPERTIES LOCATED ADJACENT TO ALL COUNTY AND STATE RIGHTS-OF-WAY; PROVIDING REGULATIONS FOR SUCH CEVMS; PROVIDING A PENALTY OF UP TO \$2,000.00 FOR VIOLATIONS WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE; AND MAKING OTHER FINDINGS AND PROVISIONS RELATED THERETO. SECOND READING PASSED AND APPROVED JULY 26, 2011.

35 lines x .90 = \$31.50
1 col x 5 inches = \$92.50

ORDINANCE NO. 2011-16

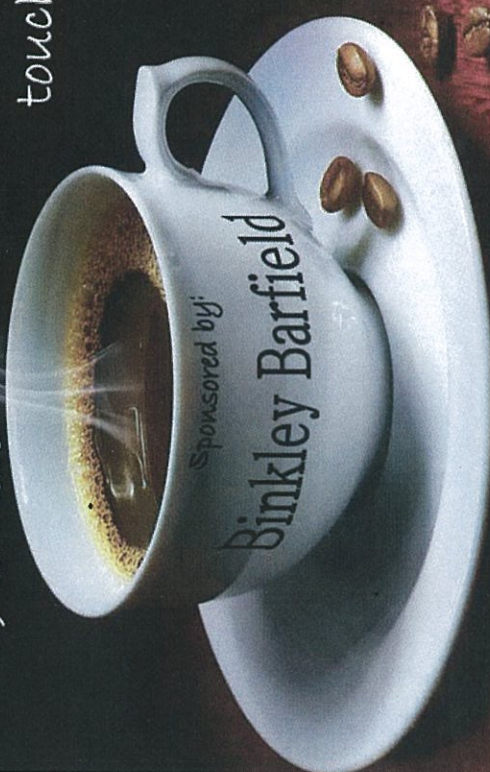
AN ORDINANCE AMENDING CHAPTER 78, TRAFFIC AND VEHICLES, ARTICLE III, OPERATION OF VEHICLES GENERALLY, OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, BY ADDING A NEW SECTION 78-74, THROUGH TRUCK TRAFFIC PROHIBITED; ESTABLISHING REGULATIONS RELATED TO TRUCK TRAFFIC ON PUBLIC STREETS DESIGNATED AS NO THROUGH TRUCK STREET; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$200 FOR EACH VIOLATION HEREOF; AND PROVIDING FOR SEVERABILITY; AND MAKING OTHER PROVISIONS AND FINDINGS RELATED THERETO. SECOND READING PASSED AND APPROVED JULY 26, 2011.

29 lines x .90 = \$26.10
1 col x 4 inches = \$74.00

Tuesday, November 5, 2013
 Start Time 5:30 P.M.
 Sol de Luna
 (Cisco's Banquet Room)
 207 Commerce

Mayor's coffee

Stop by to get in touch



Gretchen Fagan
Mayor

For more information, call 281-290-1002 or visit ci.tomball.tx.us

3 columns x 4 inches = 12 x \$18.50 = \$222.00

+ \$80 for color = \$302.00

Doris Speer

From: Doris Speer
Sent: Monday, February 17, 2014 5:15 PM
Subject: Designation of Official Newspaper for 2014
Attachments: 2011 property tax rates in city of tomball - must be in 9-point type and MAY NOT run in legals section.pdf; Mayors Coffee - must run as color display ad approximate size 4 by 5 inches.pdf; notice of availability - to run in legals section.pdf; Notice of Availability of CAFR-Annual Audit for Public Inspection - to run in legals section.pdf; notice of gen elec - to run in legals section.pdf; notice of public hearing or budget - to run in legals with 18-point type as indicated.pdf; Notice of Tax Revenue Increase_2011_to Tribune - must run as a DISPLAY ad - must be at least a QUARTER-PAGE NOTICE - Headline must be at least 24-point type.pdf; notice of vote on tax rate - at least 2 x 2 as display ad.pdf; notice to bidders - to run in legals section.pdf; Ordinance 1 - to run in legals section.pdf; Ordinances 2-4 - to run in legals section.pdf; RES 2011-22_COTNotice of Intention - to run in legals section.pdf; Trailrider Reception - to run as color display ad.pdf

Good afternoon –

I apologize that I am so late in requesting information to provide to Council for its designation of the official newspaper for 2014.

Please provide the following information regarding your newspaper:

1. Date published each week and deadline for submittals for publication;
2. Method of delivery to various customers (commercial, residential, etc.);
3. Distribution numbers and area(s);
4. Location of local office.

I have attached samples of possible notices that may be published in your paper during 2014. Please provide:

1. the finished size of each notice, both in columns and inches;
2. the cost of each notice.

As information, under Tex. Gov't Code § 2051.042, the provision requires that the newspaper must:

- (1) devote not less than 25 percent of its total column lineage to general interest items;
 - (2) be published at least once each week;
 - (3) be entered as second-class postal matter in the county where published;
- and
- (4) have been published regularly and continuously for at least 12 months before the governmental entity or representative publishes notice. Tex. Gov't Code § 2051.044

Please provide this information no later than Monday, February 24, 2014, as I plan to submit the designation of the official newspaper to Council at the March 3, 2014 meeting.

Please contact me if you have any questions.

Doris Speer
City Secretary, TRMC, CMC

401 Market Street
Tomball, Texas
Pop: 10,753 (2010 Census)
(ofc) 281-290-1002
(fax) 281-351-6256
(email) dspeer@tomballtx.gov
(email) dspeer@ci.tomball.tx.us <mailto:dspeer@ci.tomball.tx.us>

This message, as well as any files or documents attached to it, contains information which may be privileged, confidential and exempt from disclosure under applicable law. It is intended only for the use of the person or entity to which it is addressed. Unless you are the addressee (or authorized to receive for the addressee), you are hereby notified that the copying, distribution or other use of this message is strictly prohibited. You may not use, copy or disclose to anyone the message or any information contained in the message. If you have received this message in error, please advise the sender immediately by reply e-mail, telephone or fax and destroy all forms of this message

2011 Property Tax Rates in City of Tomball

This notice concerns the 2011 property tax rates for City of Tomball. It presents information about three tax rates. Last year's tax rate is the actual tax rate the taxing unit used to determine property taxes last year. This year's *effective* tax rate would impose the same total taxes as last year if you compare properties taxed in both years. This year's rollback tax rate is the highest tax rate the taxing unit can set before taxpayers start *rollback* procedures. In each case these rates are found by dividing the total amount of taxes by the tax base (the total value of taxable property) with adjustments as required by state law. The rates are given per \$100 of property value.

Last year's tax rate:

Last year's operating taxes	\$1,259,474
Last year's debt taxes	\$1,582,040
Last year's total taxes	\$2,841,514
Last year's tax base	\$1,130,028,832
Last year's total tax rate	\$0.251455/\$100

This year's effective tax rate:

Last year's adjusted taxes (after subtracting taxes on lost property),	\$2,831,781
+ This year's adjusted tax base (after subtracting value of new property)	\$1,096,751,677
= This year's effective tax rate (Maximum rate unless unit publishes notices and holds hearings.)	\$0.25819/\$100

This year's rollback tax rate:

Last year's adjusted operating taxes (after subtracting taxes on lost property and adjusting for any transferred function, tax increment financing, state criminal justice mandate, and/or enhanced indigent healthcare expenditures)	\$3,529,105
+ This year's adjusted tax base	\$1,096,751,677
= This year's effective operating rate	\$0.321778/\$100
x 1.08= this year's maximum operating rate	\$0.347520/\$100
+ This year's debt rate	0.230000/\$100
= This year's total rollback rate	\$0.577520/\$100
- Sales tax adjustment rate	\$0.204690/\$100
= Rollback tax rate	\$0.372830/\$100

Statement of Increase/Decrease

If City of Tomball adopts a 2011 tax rate equal to the effective tax rate of \$0.258197 per \$100 of value, taxes would increase compared to 2010 taxes by \$26,858.

Schedule A - Unencumbered Fund Balance

The following estimated balances will be left in the unit's property tax accounts at the end of the fiscal year. These balances are not encumbered by a corresponding debt obligation.

Type of Property Tax Fund	Balance
General Fund	10,606,990
Debt Service Fund	755,676
Special Revenue Fund	1,388,102
Enterprise Fund	14,517,084
Fleet Replacement Fund	1,966,355
Health Insurance Trust Fund	297,852

Schedule B - 2011 Debt Service

The unit plans to pay the following amounts for long-term debts that are secured by property taxes. These amounts will be paid from property tax revenues (or additional sales tax revenues, if applicable.)

Description of Debt	Principle or Contract Payment to be Paid from Property Taxes	Interest to be Paid from Property Taxes	Other Amounts to be Paid	Total Payment
Tax and Revenue Certificates of Obligation, Series 2003	375,000	239,895	0	614,895
Tax and Revenue Certificates of Obligation, Series 2010 Refunding	250,000	32,970	0	282,970
Bonds Tax and Revenue Certificates of Obligation, Series 2002	490,500	54,078	0	544,578
Series 2011 General	15,750	134,122	0	149,872
Obligation Refunding Bonds 2011 Lease Purchase Fire	60,807	27,912	0	88,719
Truck Tax Certificates of Obligation, Series 2011	422,255	451,836	0	874,091
Total required for 2011 debt service				\$2,555,125
- Amount (if any) paid from Schedule A				\$0
- Amount (if any) paid from other resources				\$0
- Excess collections last year				\$0
= Total to be paid from taxes in 2011				\$2,555,125
+ Amount added in anticipation that the unit will collect only 100.00% of its taxes in 2011				\$0
= Total debt levy				\$2,555,125

Schedule C - Expected Revenue from Additional Sales Tax

In calculating its effective and rollback tax rates, the unit estimated that it will receive \$2,273,946 in additional sales and use tax revenues.

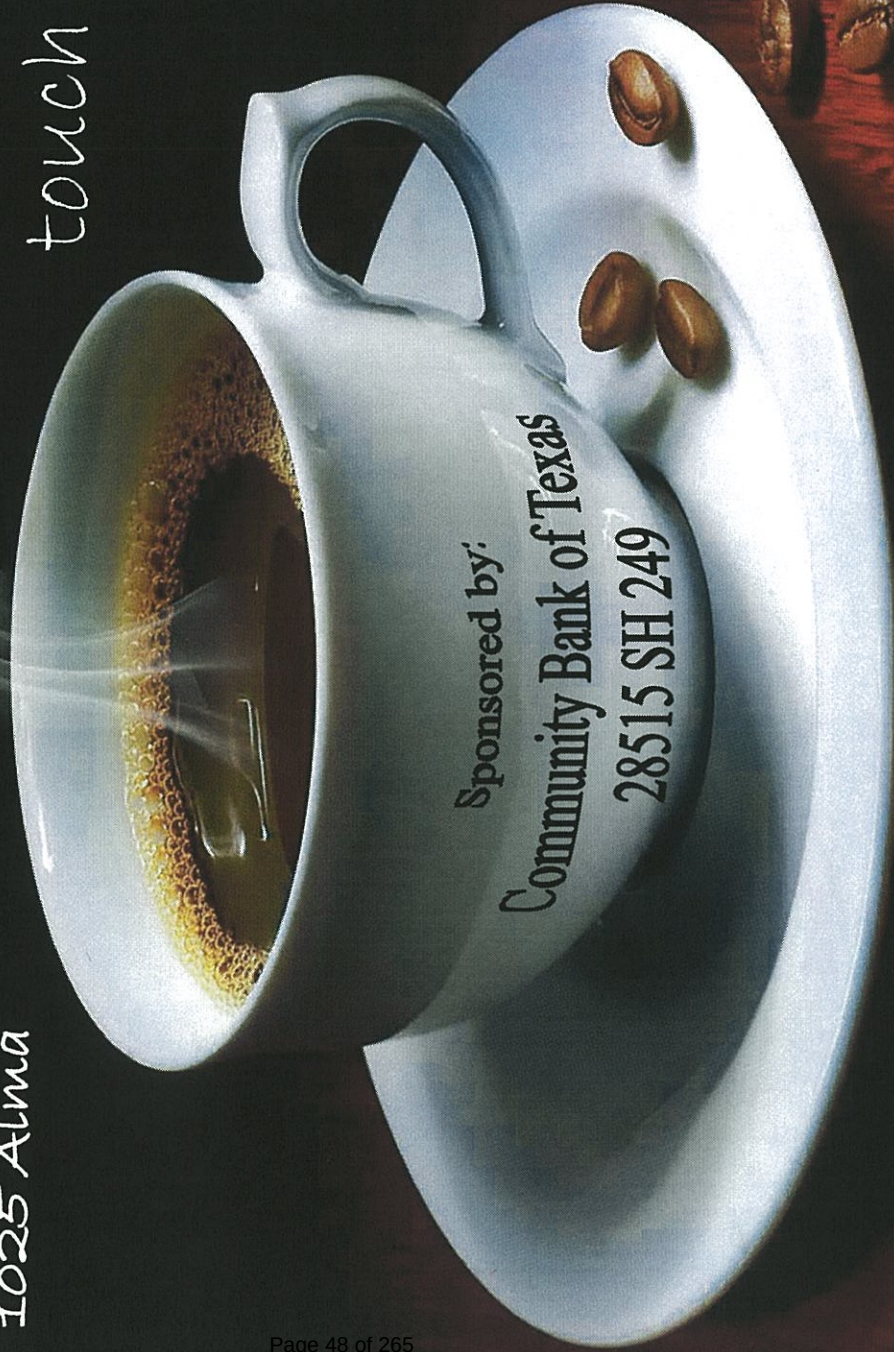
This notice contains a summary of actual effective and rollback tax rates' calculations. You can inspect a copy of the full calculations at 1001 Preston, Houston TX 77002.

Name of person preparing this notice: Don Summers CPA, RTA
Title: Tax Assessor-Collector
Date Prepared: 09/07/2011

Mayor's Coffee

Stop by to get in
touch with Tomball!

MAY 5, 2011
5:30 P.M.
Nona's Italian Grill
1025 Alma



Gretchen Fagan
Mayor

For more information call 281-290-1002 or visit ci.tomball.tx.us

**NOTICE OF AVAILABILITY FOR REVIEW
OF THE
CITY OF TOMBALL
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2010**



Notice is hereby given, as required under Section 8.24 of the City of Tomball Home Rule Charter, that the Comprehensive Annual Financial Report (Annual Audit) for Fiscal Year ending September 30, 2010 of the City of Tomball, Texas is on file and available for public inspection and review during normal business hours at:

**Tomball City Hall
401 Market Street
Tomball, Texas 77375.**

Individuals interested in reviewing the Comprehensive Annual Financial Report (Annual Audit) for Fiscal Year ending September 30, 2010 should contact the office of the City Secretary, 401 Market Street, Tomball, Texas.

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 18th day of February 2011.

Doris Speer
Doris Speer, City Secretary, TRMC

**NOTICE OF AVAILABILITY FOR REVIEW
OF THE
CITY OF TOMBALL
COMPREHENSIVE ANNUAL FINANCIAL REPORT
FOR FISCAL YEAR ENDING SEPTEMBER 30, 2011**



Notice is hereby given, as required under Section 8.24 of the City of Tomball Home Rule Charter, that the Comprehensive Annual Financial Report (Annual Audit) for Fiscal Year ending September 30, 2011 of the City of Tomball, Texas is on file and available for public inspection and review during normal business hours at:

**Tomball City Hall
401 Market Street
Tomball, Texas 77375.**

Individuals interested in reviewing the Comprehensive Annual Financial Report (Annual Audit) for Fiscal Year ending September 30, 2011 should contact the office of the City Secretary, 401 Market Street, Tomball, Texas.

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 14th day of February 2012.

Doris Speer
Doris Speer, City Secretary, TRMC, CMC

NOTICE OF GENERAL ELECTION
(AVISO DE ELECCIÓN GENERAL)
(THÔNG BÁO VỀ CUỘC TỔNG TUYỂN CỬ)

To the Registered Voters of the City of Tomball, Texas:
(A los votantes registrados de la Ciudad de Tomball, Texas:)
(Gửi các Cử Tri Ghi Danh Bỏ Phiếu của Thành Phố Tomball, Texas:)

Notice is hereby given that the polling places listed below will be open from 7:00 a.m. to 7:00 p.m. on May 14, 2011, for voting in a general election to elect Council Position 1 and Council Position 5.

(Notifíquese, por el presente, que las casillas electorales citadas abajo abrirán desde las 7:00 a.m. hasta las 7:00 p.m. el 14 de mayo de 2011 para votar en una elección general para elegir un Concejal para la Posición 1 y un Concejal para la Posición 5.)

(Theo đây, chúng tôi xin thông báo rằng các địa điểm bỏ phiếu ghi dưới đây sẽ mở cửa từ 7 giờ sáng tới 7 giờ tối ngày 14 tháng Năm, 2011, để cử tri bỏ phiếu trong cuộc tổng tuyển cử bầu chọn Thành viên hội đồng vị trí số 1 và Thành viên hội đồng vị trí số 5)

LOCATION OF POLLING PLACE: (DIRECCIÓN DEL LUGAR DE VOTACIÓN:) (ĐỊA ĐIỂM BỎ PHIẾU:)

401 Market Street, Tomball, Texas 77375.

Early voting by personal appearance will be conducted each weekday at: 401 Market Street, Tomball, Texas 77375, between the hours of 7:45 a.m. and 5:00 p.m., Monday, Wednesday, and Thursday, between the hours of 7:45 a.m. and 7:45 p.m. on Tuesday, and between the hours of 7:45 a.m. and 4:00 p.m. on Friday, beginning on May 2, 2011 and ending on May 10, 2011.

(La votación anticipada en persona se llevará a cabo de lunes a viernes en: 401 Market Street, Tomball, Texas 77375, entre las 7:45 a.m. y las 5:00 p.m. el lunes, miércoles y jueves, entre las 7:45 a.m. y las 7:45 p.m. el martes, y entre las 7:45 a.m. y 4.00 p.m. el viernes, comenzando el 2 de mayo de 2011 y culminando el 10 de mayo de 2011.)

(Thủ tục đích thân tới bỏ phiếu sớm sẽ diễn ra vào tất cả các ngày thường tại 401 Market Street, Tomball, Texas 77375, từ 7 giờ 45 sáng tới 5 giờ chiều, thứ Hai, thứ Tư và thứ Năm, từ 7 giờ 45 sáng tới 7 giờ 45 tối thứ Ba, và từ 7 giờ 45 sáng tới 4 giờ chiều thứ Sáu, bắt đầu từ ngày 2 tháng Năm, 2011 tới ngày 10 tháng Năm, 2011.)

Applications for ballot by mail shall be mailed to: (Las solicitudes de boletas para votar por correo deben enviarse a:)

(Quý vị có thể gửi đơn xin lá phiếu bầu qua đường bưu điện tới cho:)

Doris Speer

(Name of Early Voting Clerk)

(Nombre de la Secretaria de Votación Anticipada)

(Tên của Thư Ký phụ trách Bỏ Phiếu Sớm)

401 Market Street

(Address) (Dirección) (Địa chỉ)

Tomball, TX

(City) (Ciudad) (Thành phố)

77375

(Zip Code) (Código Postal) (Số Zip Code)

Applications for ballot by mail presented in person must be received no later than the close of business on April 29, 2011. (Las solicitudes de boletas para votar por correo hechas en persona deberán recibirse para el fin del horario de oficina el 29 de abril de 2011.)

(Đơn xin lá phiếu bầu qua thư đích thân đến nộp phải được nhận không trễ quá cuối giờ làm việc ngày 29 tháng Tư, 2011.)

Issued this the 9th day of February 2011.

(Emitido este día 9 de febrero de 2011.)

(Ban hành ngày 9 tháng Hai, 2011.)

Gretchen Fagan

Signature of Mayor

(Firma del Alcalde) (Chữ ký của Thị Trưởng)

NOTICE OF PUBLIC HEARING
at the
SPECIAL COUNCIL MEETING
CITY OF TOMBALL, TEXAS



MONDAY, AUGUST 22, 2011
6:00 P.M.

Notice is hereby given that a PUBLIC HEARING will be held by the Tomball City Council, as the Governing Body of the City of Tomball, at a Regular Council Meeting on Monday, August 22, 2011 at 6:00 p.m., at City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following:

Public Hearing for the Purpose of Adopting
the City of Tomball's Budget for
Fiscal Year 2011-2012.

This Budget will raise MORE total property taxes than last year's Budget by \$1,070,092 (39.89%); a portion of that amount will be raised from new property added to the roll this year.

A copy of the Proposed Budget, as submitted to City Council and filed in the City Secretary's office, will be available for public inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas, Monday through Thursday, 7:45 a.m. to 5:00 p.m., and Friday, 7:45 a.m. to 4:00 p.m., beginning on **August 2, 2011.**

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 3rd day of August 2011 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer

Doris Speer, City Secretary, TRMC

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

Notice of Tax Revenue Increase

The **CITY OF TOMBALL**, TEXAS conducted public hearings on October 3, 2011 and October 10, 2011 on a proposal to increase the total tax revenues of the **CITY OF TOMBALL**, TEXAS from properties on the tax roll in the preceding year by 32.25 percent.

The total tax revenue raised last year at last year's tax rate of \$0.251455 for each \$100 of taxable value, excluding tax revenue to be raised from new property added to the tax roll this year, was \$2,841,514.

The total tax revenue proposed to be raised this year at the proposed tax rate of \$0.341455 for each \$100 of taxable value, excluding tax revenue to be raised from new property added to the tax roll this year, is \$3,744,913.

The total tax revenue proposed to be raised this year at the proposed tax rate of \$0.341455 for each \$100 of taxable value, including tax revenue to be raised from new property added to the tax roll this year, is \$3,793,305.

The **CITY OF TOMBALL** is scheduled to vote on the tax rate that will result in that tax increase at public meetings to be held on **October 17, 2011** at 6:00 p.m. and on **October 24, 2011** at 5:30 p.m. at **Tomball City Hall, 401 Market Street, Tomball, Texas**.

**The tax information above is published as a requirement of State Law.
Your individual taxes will not increase unless Harris County Appraisal
District has appraised your property at a higher value.**

Notice of Vote on Tax Rate

The CITY OF TOMBALL, TEXAS
is scheduled to vote on the tax rate at
public meetings to be held
on **September 20, 2010** at 7:00 p.m.
and on **October 4, 2010** at 7:00 p.m.
at **TOMBALL CITY HALL**
401 Market Street, Tomball, Texas

The tax information above is published as a courtesy. Your individual taxes will not increase unless Harris County Appraisal District has appraised your property at a higher value. The tax rate for the City of Tomball remains the same for the fifth year.

NOTICE TO BIDDERS

The City of Tomball shall accept sealed bids to purchase, or to exchange other land for, the following land and improvements owned by the City and located at 101 South Walnut Street in the City:

A 0.1148-acre tract of land called Lots 11 and 12, Block 3, out of the Tomball Townsite, Harris County, Texas.

A **minimum** total purchase bid of **\$150,000** is required; or alternatively, a bid for the exchange of other land with a minimum appraised value of **\$150,000**. Additionally, the City of Tomball will only consider a bid for the exchange of land if such land is located within the Old Tomball Townsite.

Sealed bids shall be addressed to the City Secretary, City of Tomball, 401 Market Street, Tomball, Texas, 77375, and shall be labeled "**Project Number 2011-04, DO NOT OPEN**" and shall be marked with the Bidder's name and address. Any bid received after the time specified will be returned unopened. Any bid that does not conform in all material respects to the Notice to Bidders will be considered non-responsive. Bids will be accepted until 9:00 A.M., Tuesday, May 3, 2011, at which time all bids shall be opened and read aloud.

Each bidder is required to submit a cashier's or certified check issued by a bank satisfactory to the City of Tomball in an amount of not less than (1%) of the total amount of the bid submitted for purchase, or (1%) of the appraised value of the other land for exchange, as a guarantee that the bidder will enter into a sales contract within 15 days after notice of award of the contract to him. A pro forma copy of the sales contract may be obtained from Doris Speer, City Secretary, City of Tomball, 401 Market Street, Tomball, Texas 77375. It shall be each bidder's sole responsibility to inspect the property and obtain information regarding the condition and all factors relative to the sale. All such information may be obtained from the City Secretary's office, at the address provided above.

Upon consideration of the bids, the City of Tomball reserves the right to accept or to reject any or all bids, to waive any informality or technicality, to make any investigation deemed necessary concerning the bidder's ability to complete the sale, and accept what, in the City's judgment, is the most advantageous bid.

42 lines x 2 columns = 84 x .90 = \$75.60

ORDINANCE NO. 2011-10

AN ORDINANCE AMENDING CHAPTER 70, PLATS AND THE SUBDIVISION OF LAND, OF THE CODE OF ORDINANCES OF THE CITY OF TOMBALL, TEXAS, BY AMENDING SUBSECTION (d) OF SECTION 70-3 OF ARTICLE I TO ALLOW JOINDER OF LOTS UNDER COMMON OWNERSHIP WITHOUT REQUIRING A PLAT PROVIDED THAT THE JOINDER OF LOTS DOES NOT REQUIRE THE DEDICATION OR REMOVAL OF ANY PUBLIC RIGHTS-OF-WAY, PUBLIC EASEMENTS OR PUBLIC IMPROVEMENTS; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN \$2,000 FOR VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SAVINGS AND SEVERABILITY; PROVIDING FOR PUBLICATION; AND MAKING OTHER PROVISIONS AND FINDINGS RELATED THERETO. SECOND READING PASSED AND APPROVED JULY 5, 2011.

32 lines = \$28.80

ORDINANCE NO. 2011-11

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 3.86 ACRES OF LAND, LEGALLY DESCRIBED AS LOT 1, BLOCK 1, EAGLE GASKET AND PACKING COMPANY SUBDIVISION NUMBER 1 REPLAT, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE SF-20-E SINGLE-FAMILY ESTATE RESIDENTIAL-20 DISTRICT TO THE LI-LIGHT INDUSTRIAL DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED ON THE EASTERLY SIDE OF ULRICH ROAD, NORTHERLY OF HUFSMITH ROAD AT 1110 ULRICH ROAD, TOMBALL, TEXAS; 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. SECOND READING PASSED AND APPROVED JULY 26, 2011.

ORDINANCE NO. 2011-14

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AMENDING SECTION 60-11, CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGNS (CEVMS), OF CHAPTER 60, SIGNS, OF THE CITY'S CODE OF ORDINANCES RELATING TO CHANGEABLE ELECTRONIC VARIABLE MESSAGE SIGNS TO ALLOW CEVMS AS ON PREMISE SIGNS ON PROPERTIES LOCATED ADJACENT TO ALL COUNTY AND STATE RIGHTS-OF-WAY; PROVIDING REGULATIONS FOR SUCH CEVMS; PROVIDING A PENALTY OF UP TO \$2,000.00 FOR VIOLATIONS WITH EACH DAY CONSTITUTING A SEPARATE VIOLATION; PROVIDING FOR THE PUBLICATION OF THIS ORDINANCE; AND MAKING OTHER FINDINGS AND PROVISIONS RELATED THERETO. SECOND READING PASSED AND APPROVED JULY 26, 2011.

ORDINANCE NO. 2011-16

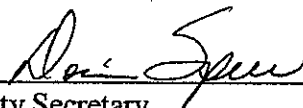
AN ORDINANCE AMENDING CHAPTER 78, TRAFFIC AND VEHICLES, ARTICLE III, OPERATION OF VEHICLES GENERALLY, OF THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, BY ADDING A NEW SECTION 78-74, THROUGH TRUCK TRAFFIC PROHIBITED; ESTABLISHING REGULATIONS RELATED TO TRUCK TRAFFIC ON PUBLIC STREETS DESIGNATED AS NO THROUGH TRUCK STREET; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$200 FOR EACH VIOLATION HEREOF; AND PROVIDING FOR SEVERABILITY; AND MAKING OTHER PROVISIONS AND FINDINGS RELATED THERETO. SECOND READING PASSED AND APPROVED JULY 26, 2011.

NOTICE OF INTENTION TO ISSUE CERTIFICATES OF OBLIGATION

NOTICE IS HEREBY GIVEN that the City Council of the City of Tomball, Texas (the "City"), will meet at City Hall, 401 Market Street, Tomball, Texas, at 6:00 p.m. on the 5th day of December, 2011, which is the time and place tentatively set for the passage of an ordinance and such other action as may be deemed necessary to authorize the issuance of the City's certificates of obligation, in the maximum aggregate principal amount of \$14,500,000, payable from ad valorem taxes and from a limited pledge of a subordinate lien on the net revenues of the City's water and sewer system, bearing interest at any rate or rates not to exceed the maximum interest rate now or hereafter authorized by law, as shall be determined within the discretion of the City Council of the City at the time of issuance of the certificates of obligation, and maturing over a period not to exceed forty (40) years from the date of issuance, for the purpose of evidencing the indebtedness of the City for all or any part of the costs associated with the construction of streets, sidewalks and related drainage improvements, including right-of-way acquisition for the Medical Center Drive project, the construction of drainage improvements, [including right-of-way acquisition for the M121 West Drainage project], and the cost of professional services incurred in connection therewith.

WITNESS MY HAND AND THE OFFICIAL SEAL OF THE CITY, this 20th day of October, 2011.

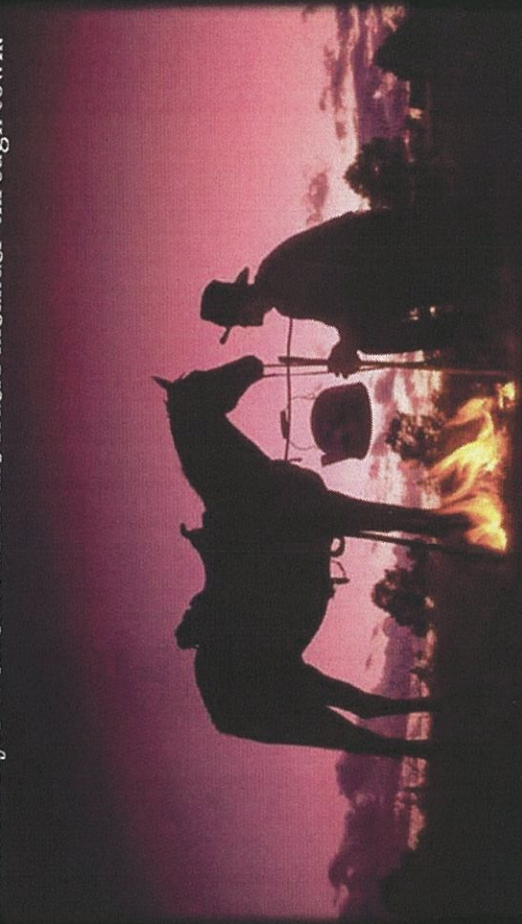




City Secretary
City of Tomball, Texas

HOWDY PARTNER!

It's Rodeo time in Tomball and the trail riders are headin' our way. Meet the cowboys and cowgirls, and enjoy grub, live music and more for some old style Western fun as the riders meander through town!



Trail ride reception on February 21st at the historic Tomball Depot
201 South Elm Street from high-noon-thirty 'til 2 p.m.
It only happens once a year, so don't miss it . . . Call 281-351-5484.

Regular City Council

Agenda Item

Meeting Date: March 3, 2014

Data Sheet

Topic:

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

Background:

Harris County Emergency Services District No. 8 (ESD 8) is planning to hold a Commissioner and Tax Rate Election on May 10, 2014 and has requested that the City of Tomball enter into a joint election with ESD 8. The only requirement for the City is to agree to a joint polling location for both early and Election Day voting; the City and ESD 8 will have separate ballots, separate election workers, and separate election equipment throughout the election, but will observe the same hours for early voting and Election Day.

Resolution No. 2014-05 designates Tomball city Hall, 401 Market Street, as the joint polling location and authorizes the Mayor to execute the Joint Election Agreement (attached), which specifies that each entity is responsible for conducting its own election and for any costs associated with that election.

Origination:

Howard Katz, representing Harris County Emergency Services District No. 8

Recommendation:

Approval of Resolution No. 2014-05 and Authorization for Mayor to Execute Joint Election Agreement

Funding:

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

Doris Speer, City Secretary

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

ATTACHMENTS:

Resolution No. 2014-05

Joint Election Agreement between COT and ESD 8

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, TO BE HELD ON MAY 10, 2014; DESIGNATING THE JOINT POLLING PLACE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

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

Section 1. That a Regular City Officer's Election was ordered on January 6, 2014 by the City Council, to be held on May 10, 2014, for the purpose of electing City Council Position No. 1 and City Council Position No. 5 by the qualified voters of the City of Tomball for a three-year term; and

Section 2. That a Special Charter Amendment Election was ordered on February 3, 2014, for the purpose of submitting proposed amendments to the voters, as provided in Section 3.02 of the Home-Rule Charter of the City of Tomball and in accordance with Section 9.001 and 9.004 of the Local Government Code; and

Section 3. That Harris County Emergency Services District No. 8 is planning to hold a Commissioner and Tax Rate election on May 10, 2014 and has requested joint use of the City of Tomball's election site as an election location for the early voting period and Election Day, in which the City of Tomball and Harris County Emergency Services District No. 8 will maintain a joint polling location for early voting by personal appearance and for voting on Election Day at Tomball City Hall, 401 Market Street, Tomball, Texas;

Section 4. A copy of the signed Interlocal Agreement between the City of Tomball and Harris County Emergency Services District No. 8 is attached hereto as Exhibit "A", and made a part hereof;

Section 5. Should any part, section, subsection, paragraph, sentence, clause or phrase contained in this resolution be held to be unconstitutional or of no force and effect, such holding shall not affect the validity of the remaining portion of this resolution, but in all respects said remaining portion shall be and remain in full force and effect;

Section 6. Said election shall be held in accordance with Texas Election Code and the Federal Voting Rights Act of 1965, as amended; and

Section 7. That this resolution shall be effective immediately upon adoption.

PASSED, APPROVED and RESOLVED this 3rd day of March 2014.

GRETCHEN FAGAN, Mayor
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball

**JOINT ELECTION AGREEMENT
BETWEEN THE CITY OF TOMBALL
AND
HARRIS COUNTY EMERGENCY SERVICES DISTRICT NO. 8**

WHEREAS, the City of Tomball ("CITY") will hold a Regular City Officer's Election and a Special Charter Amendment to elect two City Council positions within the boundaries of the City on May 10, 2014; and,

WHEREAS, the Harris County Emergency Services District No. 8 ("ESD 8") will also hold a Commissioner and Tax Rate election on May 10, 2014; and

WHEREAS, House Bill 1 (2006) and the Texas Election Code, Chapter 271, authorize political subdivisions of the State of Texas to hold elections jointly in voting precincts if it will be of benefit to the citizens and voters thereof to be served by common polling places and elections are ordered by the authorities of two or more political subdivisions to be held on the same day in all or part of the same territory; and

WHEREAS, Texas Government Code, Chapter 791, authorizes local governments to contract with one another and with agencies of the state for various governmental functions including those in which the contracting parties are mutually interested;

NOW, THEREFORE, pursuant to Chapter 31 of the Texas Election Code, Chapter 791 of the Texas Government Code and Sections 271.002 and 271.003 of the Texas Election Code:

THIS AGREEMENT made this 3rd day of March, 2014, by and between the City of Tomball, Texas, (hereinafter referred to as "City") and the Harris County Emergency Services District No. 8 (hereinafter referred to as "ESD 8"), is for the conduct of early voting and Election Day voting by personal appearance to be held at a common location for the purpose of conducting the City's General and Special Charter Amendment Elections and ESD 8's Commissioner and Tax Rate Election.

THIS AGREEMENT is effective upon the approval of the governing bodies of each party.

IN CONSIDERATION of the premises and mutual promises and obligations herein set forth, it is agreed:

- (1) Both entities will conduct their own, separate early voting;
- (2) Both entities will be responsible for the purchase and/or acquisition of their own voting supplies, the costs of printing their respective ballots and any costs associated with providing electronic or automated voting machines for their respective elections;
- (3) Both entities will be responsible for providing their own locked ballot boxes;
- (4) Both entities will utilize a joint polling location, specifically the Conference Room in the City of Tomball City Hall, located at 401 Market Street, for early voting, from April 28, 2014 through May 6, 2014;

- (5) Both entities will utilize a joint polling locations, specifically, the Council Chambers in the City of Tomball City Hall, located at 401 Market Street, for Election Day voting, on Saturday, May 10, 2014;
- (6) No rental or charge for use of polling location(s) during early voting or Election Day will be required by the City or the District;
- (7) Both entities will pay their respective election officials (Polling Judges and Alternates, Early voting Clerks, etc.) separately for time and services provided as allowed by law;
- (8) Both entities will be responsible for posting the election results for their respective elections;
- (9) Each entity will be responsible for the cost of any published legal notices required by law;
- (10) Any further expenditures to be incurred pertaining to the election not specifically addressed above will be paid by the respective entity incurring the expenditure; and
- (11) Each entity will be responsible for its own election records and canvassing of the election;
- (12) Should either entity be able or required to cancel their election, any expenses incurred in doing so shall be born by that entity.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed and delivered as of the 3rd day of March 2014.

CITY OF TOMBALL, TEXAS

GRETCHEN FAGAN, MAYOR

ATTEST:

DORIS SPEER, City Secretary

HARRIS COUNTY EMERGENCY SERVICES
DISTRICT NO. 8

Name: _____
PRESIDENT, BOARD OF TRUSTEES

ATTEST:

Name: _____
Secretary, Board of Trustees

Regular City Council Agenda Item Data Sheet

Meeting Date: March 3, 2014

Topic:

Public Hearing regarding Proposed Assessments against Section One Properties in the City of Tomball
Public Improvement District Number Two (Raleigh Creek Subdivision)

Background:**Origination:**

Scott Bean, Hawes Hill Calderon, LLP

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:

Public Hearing Notice - 3/3/2014

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL, TEXAS**

MONDAY, MARCH 3, 2014



6:00 P.M.

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF TOMBALL TO CONSIDER PROPOSED ASSESSMENTS AGAINST SECTION ONE PROPERTIES IN THE CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT NUMBER TWO (RALEIGH CREEK SUBDIVISION) ESTABLISHED BY CITY COUNCIL RESOLUTION NO. 2007-22.

In accordance with Chapter 372 Local Government Code the Assessment Roll for **Section One** properties in the **City of Tomball Public Improvement District Number Two** has been prepared and is on file and open for public inspection in the office of the City Secretary. A Public Hearing on the Assessment will be held by the City Council as follows:

DATE & TIME: Monday, March 3, 2014, 6:00 p.m.

PLACE: City Council Chambers, 401 Market Street, Tomball, Texas 77375

COST OF IMPROVEMENTS: \$4,157,022.00

GENERAL NATURE OF THE IMPROVEMENTS: The public improvements include the construction of water lines, sanitary sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation, financing, and administrative costs.

BOUNDARIES: The boundaries are described in the final plat of Raleigh Creek Section One, a Subdivision of 142.8407 Acres in the Joseph Miller Survey, Abstract 50, Harris County, Texas.

Written and oral objections will be considered at the hearing. All interested persons are hereby notified of the described hearing, and of their right to appear and be heard on the matter.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 10th day of February 2014 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meetings.

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 3, 2014

Topic:

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 Raleigh Creek, PID No. 2

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 _____ 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

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;

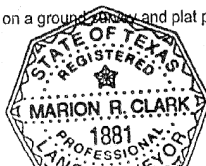
THENCE South 01° 39' 12" West, along the West line of said 44.1 acre tract the West line of a called 2.934 acre tract recorded in Harris County Clerk's File No. U-822429, and the West line of a called 2.00 acre tract recorded in Harris County Clerk's File No. U-140795, 2048.02 feet to a fence corner 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;

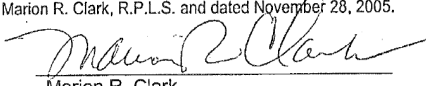
THENCE North 89° 35' 19" West, along the North line of said 48 acre tract, 1177.80 feet to an axle found for an interior corner of this tract and the Northeast corner of the aforementioned 8.7325 acre tract;

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
3		\$1,193.58	\$1,682.76	\$2,876.33	\$22,845.81
4		\$1,277.13	\$1,599.21	\$2,876.33	\$21,568.68
5		\$1,366.52	\$1,509.81	\$2,876.33	\$20,202.16
6		\$1,462.18	\$1,414.15	\$2,876.33	\$18,739.97
7		\$1,564.53	\$1,311.80	\$2,876.33	\$17,175.44
8		\$1,674.05	\$1,202.28	\$2,876.33	\$15,501.39
9		\$1,791.24	\$1,085.10	\$2,876.33	\$13,710.15
10		\$1,916.62	\$959.71	\$2,876.33	\$11,793.53
11		\$2,050.79	\$825.55	\$2,876.33	\$9,742.75
12		\$2,194.34	\$681.99	\$2,876.33	\$7,548.41
13		\$2,347.94	\$528.39	\$2,876.33	\$5,200.46
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

Data Sheet

Meeting Date: March 3, 2014

Topic:

Adopt, on First Reading, Ordinance No. 2014-06, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Pine Country of Tomball Subdivision, Phase I Properties, within the City of Tomball Public Improvement District Number Two; 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

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
LS Development, LLC	3	22	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	23	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	3	24	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	4	1	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	4	2	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	4	3	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	4	4	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	4	5	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	4	6	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	4	7	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	4	8	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	4	9	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24
LS Development, LLC	4	10	\$ 26,197.39	\$2,876.33	15 years	\$ 71.91	\$ 2,948.24

[illegible]

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
3		\$1,193.58	\$1,682.76	\$2,876.33	\$22,845.81
4		\$1,277.13	\$1,599.21	\$2,876.33	\$21,568.68
5		\$1,366.52	\$1,509.81	\$2,876.33	\$20,202.16
6		\$1,462.18	\$1,414.15	\$2,876.33	\$18,739.97
7		\$1,564.53	\$1,311.80	\$2,876.33	\$17,175.44
8		\$1,674.05	\$1,202.28	\$2,876.33	\$15,501.39
9		\$1,791.24	\$1,085.10	\$2,876.33	\$13,710.15
10		\$1,916.62	\$959.71	\$2,876.33	\$11,793.53
11		\$2,050.79	\$825.55	\$2,876.33	\$9,742.75
12		\$2,194.34	\$681.99	\$2,876.33	\$7,548.41
13		\$2,347.94	\$528.39	\$2,876.33	\$5,200.46
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.

Regular City Council Agenda Item Data Sheet

Meeting Date: March 3, 2014

Topic:

Presentation by Damon Palermo and Jerry Hayley, 2978 Panormus LLP, regarding "Peck Station", a Proposed Development Located between Snook Lane and FM 2978

Background:

Damon Palermo and Jerry Hayley would like to make a short presentation to the City Council regarding their proposed mixed-use development, which will be known as Peck Station.

The presentation is in advance of their preliminary plat, which will be presented to the Planning and Zoning Commission on March 10 and their application for rezoning to a Planned Development, which will be presented at the April 14 Planning and Zoning Commission meeting for consideration.

The purpose of the presentation is to provide information to the Council regarding the improvements Mr. Palermo and Mr. Hayley want to make to the City's eastern corridor and to show the types and quality of projects they want to bring to the City.

Origination:

Jerry A. Hayley, President, White Oak Developers, Inc.

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:

"Peck Station" Presentation

PECK STATION

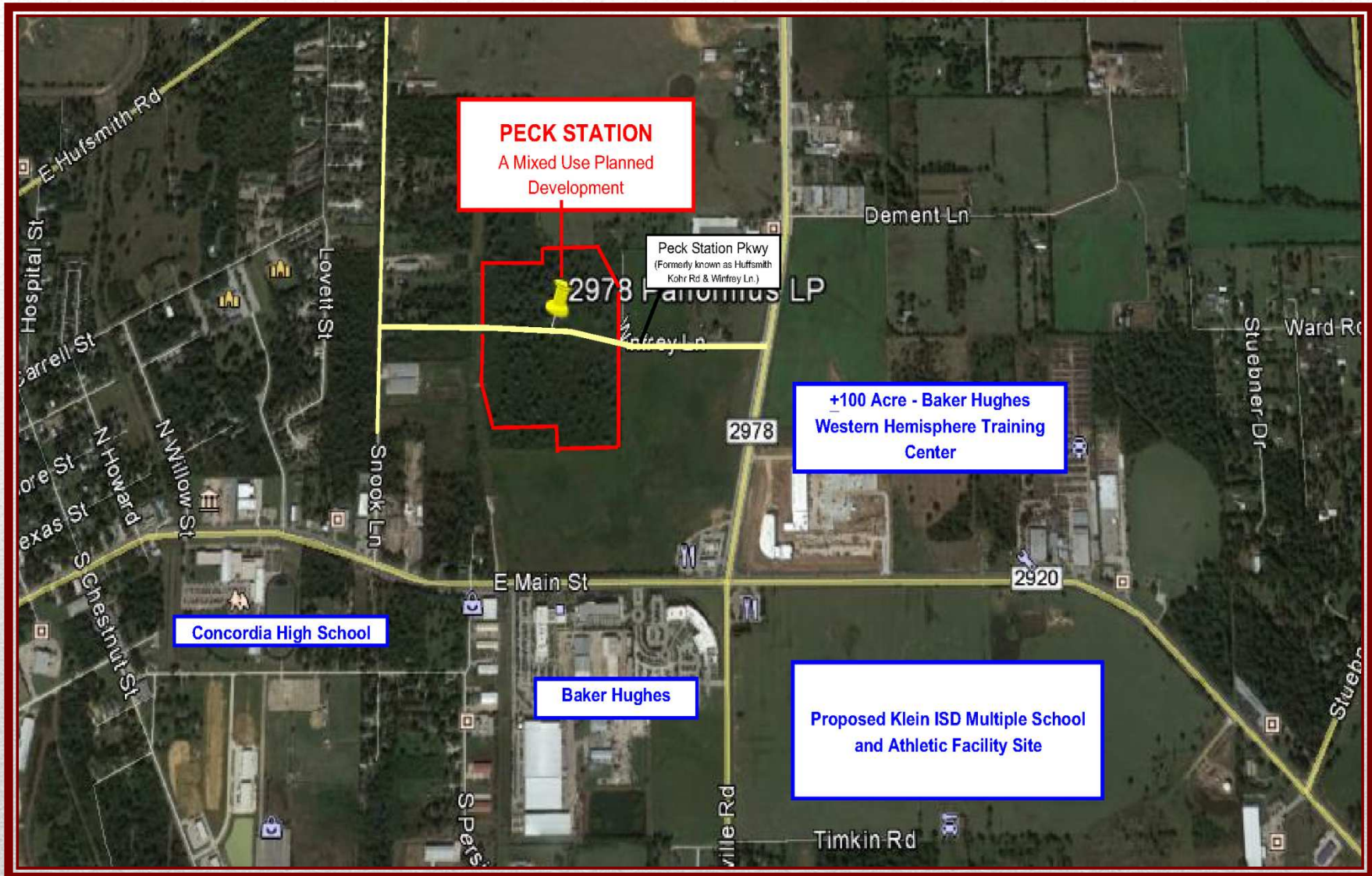
A Mixed Use Planned Development

- **Steeped in over a Century of Tomball Tradition**
- **Location – Near the Northwest Corner of FM 2920 and FM 2978**
- **Size – 34.4 Acres**
- **Developer – 2978 Panormus, LP**
- **Engineer – DPK Engineering**

2978 Panormus, LP

- A 50% - 50% Partnership between Palermo REI, LP and White Oak Developers, Inc.
- Combined, the Partnership has over 100 years of real estate development and management experience working in Harris and Montgomery Counties.
- Development experience includes +900K square feet of office, flex-office, research and development, and retail/restaurant projects as well as 2,500 lots on 3,000 acres of land including over 30 miles of roads and utility lines.
- The Partnership is fully capitalized. Peck Station will be developed without third party financing.

2

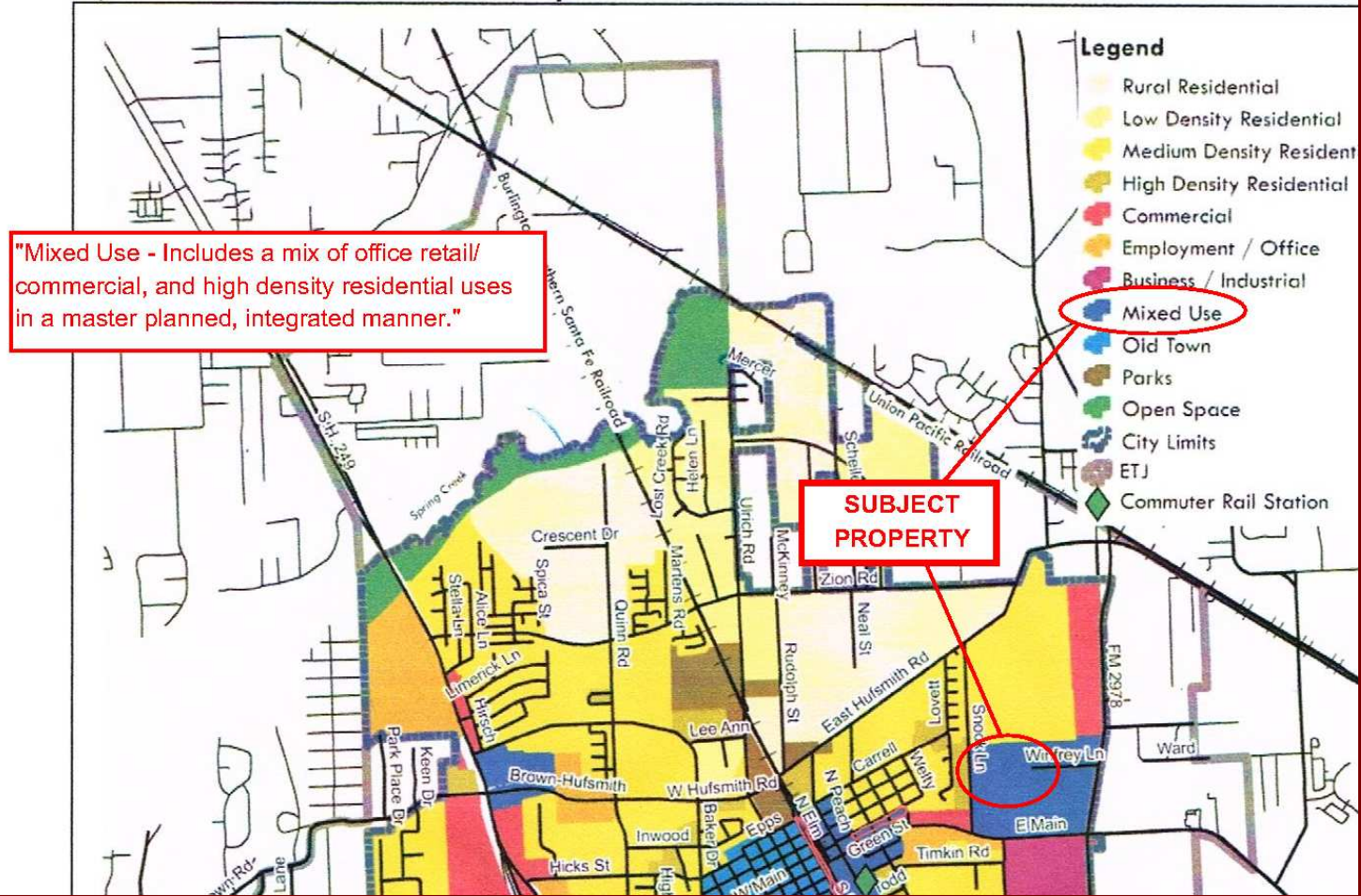


Peck Station – A Mixed Use Planned Development

2/26/2014

Chapter 4: Land Use and Development

Figure 4-6: Future Land Use Plan Map



Peck Station – A Mixed Use Planned Development

2/26/2014

Development Highlights

- Uses will include, but not be limited to: Hotel/Motel, Multi-Family, Retail, Shopping Center, Restaurant/Fast Food, Office, Medical Office, Convenience Store and Office-Warehouse.
- Consistently applied architectural standards and Class A construction materials (brick, stucco and/or stone) insure quality development is created.
- Green space and open space to meet or exceed City of Tomball requirements.
- Wooded Tract with mandate to save existing specimen trees whenever possible.
- Walkable development featuring sidewalks.
- On site detention will retain storm water prior to diverting it into existing TxDOT system which runs north to Spring Creek, greatly reducing runoff to FM 2920 and FM 2978 intersection.
- Will provide traffic and utility interconnection from FM 2978 to Snook Lane.

Economic Development Highlights

- **Key Assumptions:**

Development Timetable – Approximately 3+ years

Estimated Development Costs – Approx. \$50M (50/50% Labor/Materials)

Annual Hotel Room Stays – 50,000 (per the Baker Hughes Economic Impact Study)

- **Key Economic Benefits:**

Taxes Generated from Construction Materials

- City of Tomball Sales Taxes - \$250K (1.0%)
- City of Tomball Prop. Tax Reduction - \$125K (0.5%)
- Allocation to Tomball Econ. Dev. Corp. - \$125K (0.5)
- City of Tomball Property Taxes - \$170K
- Tomball ISD Property Taxes - \$680K
- Hotel Occupancy Tax - \$153K

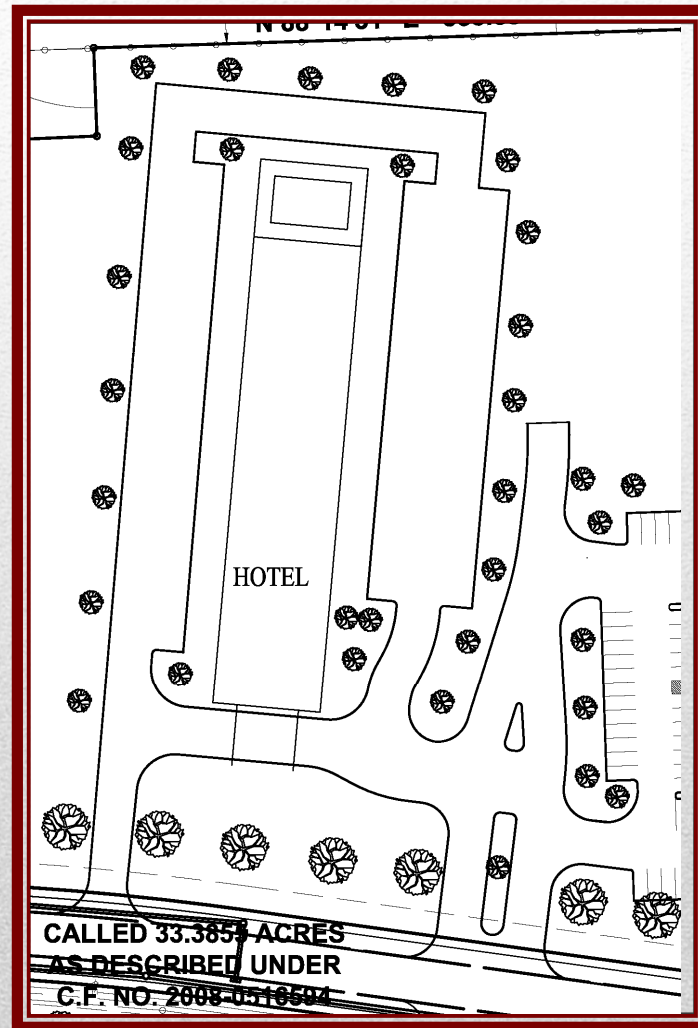
Hotel Development – Targeted Hotel Brands



Peck Station – A Mixed Use Planned Development

2/26/2014

Hotel Development – Typical Site Plan



Peck Station – A Mixed Use Planned Development

2/26/2014

Hotel Development – Construction Standards

- Branded Hotel of Recognized Flag (Homewood Suites, Hilton Garden Inn, Marriott Courtyard/Spring Hill Suites, etc.).
- Catering to Business Travelers and Families.
- Project unit count will be 80 – 120 rooms
- Average Daily Rate in excess of \$110.00/night

Multi-Family Residential -



Peck Station – A Mixed Use Planned Development

2/26/2014

Multi-Family Residential -



Peck Station – A Mixed Use Planned Development

2/26/2014

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Multi-Family Development – Highlights

- Class “A”, Garden Style, Market Project with **No Subsidized Housing**.
- Top Tier Prospective Apartment Developers – Camden Property Trust, Trammel Crow Residential, Greystar, NRP Group, Inland America, etc.
- Features – Leasing Office, Exercise Facility, Meeting Room, Library, Resort Pool.
- Exterior will be $\pm 85\%$ brick, stone and/or stucco.
- Project Unit Count - 285 to 310.
- Est. Average Unit Size - 850 square feet.
- Est. Unit Mix – 60% 1 Bdrm, 30% 2 Bdrm, 10% 3Bdrm
- Est. Average Monthly Rent - \$1,050.00

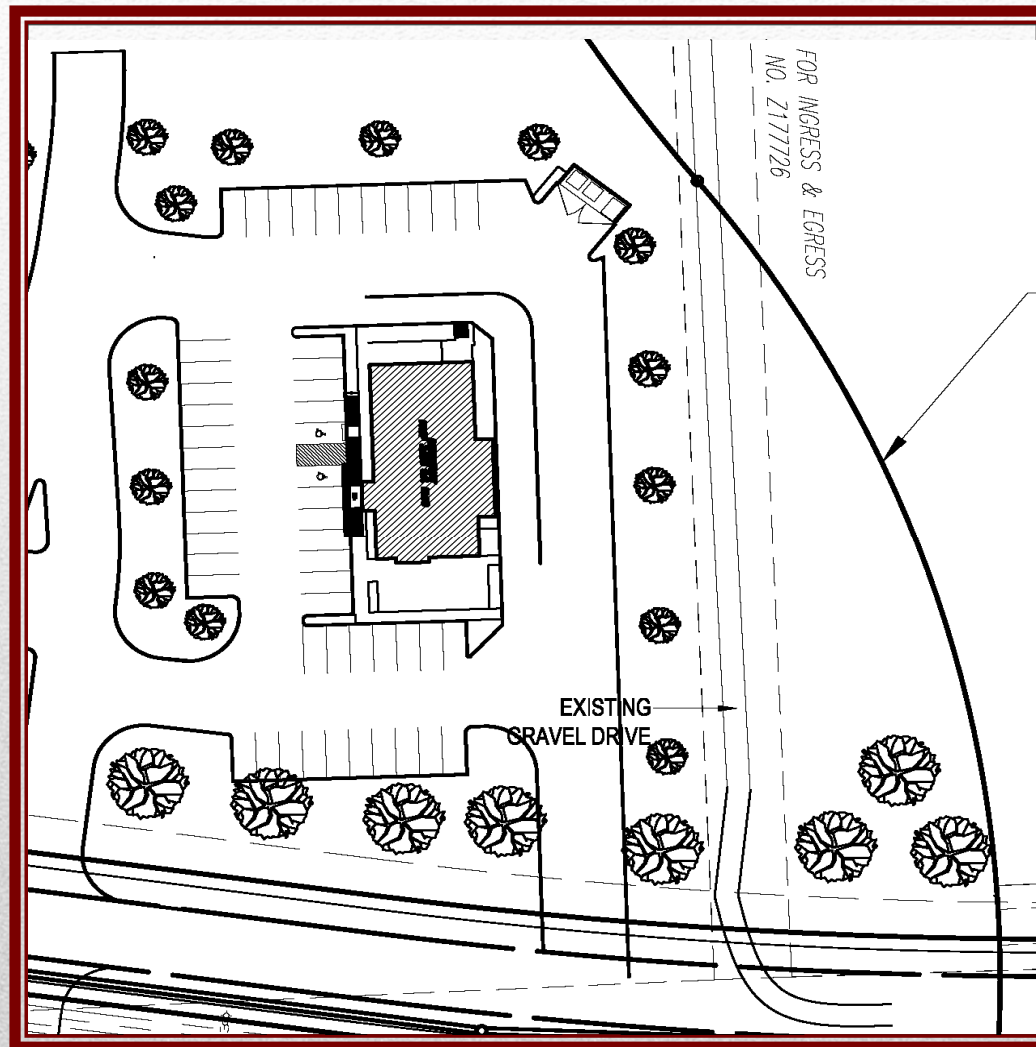
Commercial – Office, Retail, Service Center



Peck Station – A Mixed Use Planned Development

2/26/2014

Commercial – Example Site Plan



Commercial Development – Highlights

- Class “A”, Low Rise Office, Retail, Restaurant, Service Center, Light Industrial Uses.
- Supporting Secondary Uses for Tomball’s larger employers, Baker Hughes, Concordia School, Tomball ISD, Mustang/CAT, NRG Manufacturing, etc.
- Exterior finishes will incorporate brick, stone and stucco, consistent with hotel and multi-family developments.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 3, 2014

Topic:

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 Authorize the City Manager to Execute the Necessary Agreement

Background:

Public Works has planned and budgeted ongoing improvements to the NWWTP, which is the older of the 2 WWTP's. Plans for this year's improvements included replacement of the fine screen, a new screw conveyor to replace the existing open belt conveyor, new platform and railing, and modifications to the existing air pump and piping.

The existing conveyor belt system failed in September, 2013. LAN Engineering has recommended replacing the conveyor with a shaftless auger conveyor, which will reduce debris on top of the plant. Since the conveyor failed prior to construction of the new auger, replacement of the conveyor became our primary objective and screen replacement/piping modifications are now secondary. This will expedite the installation of the auger conveyor replacement.

Origination:

Public Works

Recommendation:

Staff recommends award of 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 authorize the City Manager to execute the necessary agreement.

Funding: Yes

Account Number: 600-614-6207

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

Director of Public Works

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

ATTACHMENTS:

NWWTP Bid Recommendation

NWWTP Bid Form

NWWTP Eng Cost Est



Lockwood, Andrews
& Newnam, Inc.
A LEO A DALY COMPANY

February 14, 2014

City of Tomball
501 James Street
Tomball, Texas 77375

Attn: Mr. George Shackelford, City Manager

RE: North Wastewater Treatment Plant
Fine Screen Rehab and Improvements
LAN Project No. 120-11634-000-600
City of Tomball Project No. 2014-02

Dear Mr. Shackelford:

On February 11, 2014, one bid was received for the above referenced work. The bid is shown below.

<u>Contractor</u>	<u>Base Bid</u>
R+ B Group, Inc.	\$120,000.00

This can be compared to LAN's original project estimate, and the revised estimate with the Fine screen parts and installation, and Air pump modifications and piping items removed due to the reduction in the scope of the project. These estimates are attached. LAN's estimate for the reduced scope project is \$120,400.

Based on our review of the low bidder's experience and financial statement, I recommend that the City award the contract to R+B Group, Inc. with a bid in the amount of \$120,000.

If there are any questions, please feel free to contact me directly at 713-821-0424.

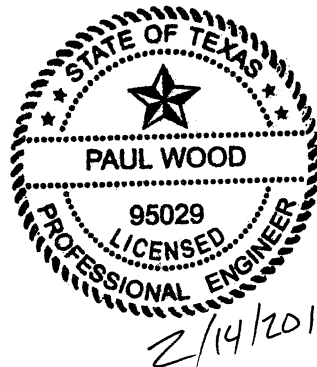
Sincerely,

Paul Wood, P.E.

ECS:ss

Attachment

cc: William G. Rosenbaum, P.E. - LAN



Tomball North Wastewater Treatment Plant - Fine Screen Rehab and Improvements
Engineer's Estimate of Probable Construction Cost - 100% Design Submittal
May 6, 2013

Item	Item Description	Unit	Quantity	Unit Price Installed	Total Price
Fine Screen Rehab and Improvements					
1	Fine Screen Parts and Installation	EA	1	\$ 23,248.80	\$ 23,250.00
2	Screw Conveyor Equipment and Installation	EA	1	\$ 91,000.00	\$ 91,000.00
3	New Platform, Handrails, and Installation	LS	1	\$ 17,000.00	\$ 17,000.00
4	Air Pump Modifications and Piping	EA	2	\$ 10,000.00	\$ 20,000.00
	Subtotal				\$ 151,250.00
	Project Construction Total				\$ 151,250.00
Other Components					
1	Contractor Mobilization, Site Preparation & Temporary Facilities (0%)				\$ -
2	Performance/Payment Bonds & Insurance (1.5%)				\$ 2,270.00
3	Contractor O&P (5%)				\$ 7,570.00
4	Contingency (5%)				\$ 7,570.00
	Subtotal				\$ 17,410.00
	PROJECT TOTAL				\$ 169,700.00

Tomball North Wastewater Treatment Plant - Fine Screen Rehab and Improvements
Engineer's Estimate of Probable Construction Cost - Reduced Scope
February 14, 2014

Item	Item Description	Unit	Quantity	Unit Price Installed	Total Price
Fine Screen Rehab and Improvements					
1	Fine Screen Parts and Installation	EA	0	\$ 23,248.80	\$ -
2	Screw Conveyor Equipment and Installation	EA	1	\$ 91,000.00	\$ 91,000.00
3	New Platform, Handrails, and Installation	LS	1	\$ 17,000.00	\$ 17,000.00
4	Air Pump Modifications and Piping	EA	0	\$ 10,000.00	\$ -
-	Subtotal				\$ 108,000.00
-	Project Construction Total				\$ 108,000.00
Other Components					
1	Contractor Mobilization, Site Preparation & Temporary Facilities (0%)				\$ -
2	Performance/Payment Bonds & Insurance (1.5%)				\$ 1,620.00
3	Contractor O&P (5%)				\$ 5,400.00
4	Contingency (5%)				\$ 5,400.00
-	Subtotal				\$ 12,420.00
-	PROJECT TOTAL				\$ 120,400.00

BID FORM

PROJECT IDENTIFICATION:

City of Tomball Texas
North Wastewater Treatment Plant
Fine Screen Rehab and Improvements

CONTRACT IDENTIFICATION NUMBER:

Lockwood, Andrews & Newnam, Inc. (LAN)
Job No. 120-11634-000

THIS BID IS SUBMITTED TO:

The City of Tomball, Texas
501 James Street
Tomball, Texas 77375

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. BIDDER accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders. This Bid will remain subject to acceptance for sixty days after the day of Bid opening. BIDDER will sign and deliver the Agreement with the Bonds and other documents required by the Bidding Requirements within fifteen days after the date of OWNER's Notice of Award.
3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:
 - (a) BIDDER has examined and carefully studied the Bidding Documents and the following Addenda, receipt of all which is hereby acknowledged.
 - (b) BIDDER is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work.
 - (c) BIDDER is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
 - (d) BIDDER has correlated the information known to BIDDER, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
 - (e) BIDDER has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that BIDDER has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.

- (f) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

4. BIDDER will complete the Work in accordance with the Contract Documents for the following price(s):

City of Tomball, Texas, North Waste Water Treatment Plant - Fine Screen Rehab and Improvements

Item No.	Item Description with Unit Price Bid Written in Words	Spec	Unit	Quantity	Unit Cost	Amount Bid
1	Stipulated lump sum price for all work shown on plans and described in specifications associated with the rehabilitation of the fine screen system (including conveyor replacement, piping modifications and access platform) required for proper operation, Complete and in Place.	Div. 1 Div. 3 Div. 5 Div. 6 Div. 11 Div. 15 Div. 16	LS	1	\$ 120,000	\$ 120,000

TOTAL FOR FINE SCREEN REHAB AND IMPROVEMENTS, Items 1 thru 1:

One hundred twenty thousand and no cents
(use words)
Dollars (\$ 120,000.00)
(use figures)

Signed: D. P. Gilleland

Printed Name: **Damon P. Gilleland**

Title: **Vice - President**

Company: **R + B Group, Incorporated**

Address: **1213 North Durham Drive**

City, State: **Houston, Texas**

Telephone: **713 862-5800**

Fax: **713 862-5807**

5. BIDDER agrees that the Work will be substantially complete within 160 calendar days after the effective date of the Agreement.

BIDDER accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

6. The following documents are attached to and made a condition of this Bid:

- (a) A tabulation of Subcontractors, Suppliers and other persons and organizations required to be identified in this Bid.
- (b) Required BIDDER's Qualification Statement with supporting data.

7. Terms used in this Bid which are defined in the General Conditions or Instructions will have the meanings indicated in the General Conditions or Instructions.

SUBMITTED on **Tuesday, February 11**, 2014.

State Contractor License No. _____.

If BIDDER is:

~~A Partnership~~

By _____ (SEAL)
(Individual's Name)

doing business as _____

Business address: _____

Phone No.: _____

~~A Partnership~~

By _____ (SEAL)
(Firm Name)

(General Partner)

Business address: _____

Phone No.: _____

A Corporation

By _____ **R + B Group, Incorporated**
(Corporation Name)

_____ **Texas**
(State of Incorporation)

By _____ **Damon P. Gilleland** *Damon P. Gilleland*
(Name of Person Authorized to Sign)

_____ **Vice President**
(Title)

(Corporate Seal)
Attest _____ *Wade*
(Secretary)

Business address: _____ **1213 North Durham Drive**
_____ **Houston Texas 77008**

Phone No.: _____ **713 862 5800**

Date of Qualification to do business is **August, 1994**

~~A Joint Venture~~

By _____ (SEAL)
(Name)

(Address)

By _____
(Name)

(Address)

Phone Number and Address for receipt of official communications

(Each joint venturer must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above.)

Tomball North Wastewater Treatment Plant - Fine Screen Rehab and Improvements
Engineer's Estimate of Probable Construction Cost - Reduced Scope
February 14, 2014

Item	Item Description	Unit	Quantity	Unit Price Installed	Total Price
Fine Screen Rehab and Improvements					
1	Fine Screen Parts and Installation	EA	0	\$ 23,248.80	\$ -
2	Screw Conveyor Equipment and Installation	EA	1	\$ 91,000.00	\$ 91,000.00
3	New Platform, Handrails, and Installation	LS	1	\$ 17,000.00	\$ 17,000.00
4	Air Pump Modifications and Piping	EA	0	\$ 10,000.00	\$ -
-	Subtotal				\$ 108,000.00
-	Project Construction Total				\$ 108,000.00
Other Components					
1	Contractor Mobilization, Site Preparation & Temporary Facilities (0%)				\$ -
2	Performance/Payment Bonds & Insurance (1.5%)				\$ 1,620.00
3	Contractor O&P (5%)				\$ 5,400.00
4	Contingency (5%)				\$ 5,400.00
-	Subtotal				\$ 12,420.00
-	PROJECT TOTAL				\$ 120,400.00

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 3, 2014

Topic:

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 Authorize the City Manager to Execute the necessary Agreement

Background:

The SWWTP operates a total of 3 rotor systems that moves, agitates, and aerates the waste water in the main basin of the plant. Rotor #1 failed as a loose paddle spun around the torque tube, effectively cutting the tube in half. Immediate replacement is recommended in order to maintain TCEQ parameters. Staff is recommending the replacement be made using the disc aeration equipment vs the brush rotor as an upgrade to improve system performance and avoid similar failures in the future. The remaining 2 rotor systems will be evaluated and scheduled for upgrades as part of our system maintenance.

Origination:

Public Works

Recommendation:

Staff recommends approval of 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 authorize the City Manager to execute the necessary agreement.

Funding: No

Funds will be transferred from Account: 600-614-6207 to Account: 600-614-6207

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

Director of Public Works

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

ATTACHMENTS:

Proposal #45336

Disc rotor photo

paddle rotor photo

QUOTATION NO. 45336	RE: Tomball, TX	DATE: February 10, 2014
----------------------------	------------------------	--------------------------------

To: City of Tomball, TX
Public Works – South Side Wastewater Treatment Plant
501 James Street
Tomball, TX 77375

1) SCOPE:

Evoqua Water Technologies LLC (Evoqua) proposes to furnish the equipment specified in this Quotation in accordance with the following technical specification sections of the document entitled Disc Aeration or Mammoth (Brush) Rotor Equipment, to the extent technically applicable to the scope of supply described in this quotation and subject to the Clarifications/Exceptions and Standard Terms of Sale stated herein:

Section: Disc Aeration *Equipment*

or

Section: Mammoth (*Brush*) Rotor *Equipment*

All of the information set forth in this quotation (including drawings, designs and specifications) is confidential and/or proprietary and has been prepared solely for the recipient's use in considering the purchase of the equipment and/or services described herein. Transmission of all or any part of this information to others, or use by the recipient, for other purposes is expressly prohibited without Evoqua's prior written consent.

FOR FURTHER INFORMATION: Questions relative to this Quotation should be directed to Evoqua's area sales representative:

Jeff Houston

Environmental Improvements, Inc.
1183 Brittmoore
Suite 100
Houston, TX 77279

Phone (713) 461-1111 ext. 619, Fax (713) 461-1821

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2) **PRICE SUMMARY:**

Evoqua's price includes only the specific items detailed in this quotation. Items not specifically identified herein are to be furnished by others. Please refer to the "Excluded Items" Section of this quotation for a list of items to be furnished by others.

A) **UNIT PRICING:**

<u>ITEM & DESCRIPTION:</u>	<u>PRICE</u>
(See following pages for further description)	
1. Disc Aeration <i>Equipment</i>	\$116,000.00
or	
2. Mammoth (<i>Brush</i>) Rotor <i>Equipment</i>	\$111,100.00

CONTRACTOR NOTES:

Due to the fact that this equipment is to be installed in existing tankage, Evoqua will take no responsibility for existing conditions. Any repair, alterations, or any cleaning of existing structures, or any manpower and equipment needed for alterations to the structure and/or installation of our equipment is not included in our price, or in our scope of supply.

This project may require field measurements to be obtained by others at the site. Delay in forwarding these dimensions could impact drawing submittal and/or shipping schedule.

B) FREIGHT: Prices are FOB shipping point with standard freight allowed to the job site. Our prices do not include any costs for unloading, transporting on the site or storage.

C) FIELD SERVICES: Evoqua's prices include the services of a factory field service technician for: (i) checking the installed equipment and (ii) instruction of Owner's personnel; all of which shall be performed over a total of:

Disc Aeration Equipment,, 1 trip and 2 days on site

or

Mammoth (Brush) Rotor Equipment,, 1 trip and 2 days on site

D) **ELECTRICAL CONTROLS**

No electrical controls are included in our price.

E) **SPARE PARTS/TOOLS**

Spare parts and lubricants are **not** included in our price. Lubricants are to be provided by others. No special tools are required for installation/maintenance of the aerator equipment.

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F) PERFORMANCE/ACCEPTANCE TESTING

Our price does **not** include any job specific laboratory, shop, or field testing for the disc aerator system components. These may include, but not be limited to, oxygen transfer efficiency, mixing efficiency, and velocity testing.

G) SERVICE MANUALS: Our prices include four (4) hard copies of service manuals.

H) QUOTATION VALID: This quotation is valid for a period of sixty (60) days unless extended in writing by Evoqua.

I) PAYMENT AND PRICE TERMS: The terms of payment are in accordance with the following milestones:

- 10% on order, net 30;
- 20% on drawing submittal, net 30;
- 65% on shipment of equipment, or offer to ship, net 30;
- 5% on startup of equipment or 120 days from final delivery, whichever occurs first, net 30.

Evoqua's prices are exclusive of any taxes unless expressly stated in this quotation. If this project is subject to sales or use tax, the Purchaser shall be invoiced for taxes at the current rate of sales or use tax for the jobsite location, at the time of invoice issuance. If this project is not subject to sales or use tax, please send a Tax Exempt Certificate with the issuance of any ensuing P.O. to Evoqua.

3) DRAWING and SHIPMENT INFORMATION:

Evoqua shall furnish shop drawing submittals and equipment per the following project schedule:

Submittal Drawings: Within eight to twelve weeks from the date of final agreement by both parties.

Submittal Drawing Reviews/Approvals: Within four weeks from Evoqua's delivery of Submittal Drawings.

Shipment of Equipment: Within twelve to fourteen weeks after approval of Submittal Drawings.

If Submittal Drawing Reviews/Approvals are not received by Evoqua in accordance with the project schedule noted above, **unless the delay is due the fault of Evoqua**, Evoqua shall be entitled to a reasonable extension of the "Shipment of Equipment" times and/or a reasonable increase in the contract price to cover costs incurred as a result of Submittal Drawing Review/Approval delays.

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4) EQUIPMENT SCOPES:

DISC AERATION EQUIPMENT

GENERAL

Under this item, Evoqua Water Technologies, LLC proposes to furnish disc aeration equipment as described herein for installation in one (1) existing oxidation ditch structure. The existing structure is constructed of concrete. Any clean-up, repair, or modifications to the existing structure which may be required will be the responsibility of the installing Contractor.

New equipment will consist of a rotor shaft with machined stub ends, a new drive assembly, drive torque arm base plate, bearings, bearing base plates, aerator disc assemblies, and new shaft seals for the existing splash shields. The new equipment will replace one (1) of the existing brush rotor assemblies.

All components for the existing aerators are to be completely removed. All bearing base plates, drive torque arm mounting plate, and grout are also to be removed. Existing torque arm anchor bolts are to be cut off and ground flush with the concrete. New drive torque arm mounting plate and anchor bolts for this plate will be provided.

The existing bearing base plate anchors are to be re-used. The condition of the existing anchor bolts, and any related hardware is to be evaluated by the installing contractor. If any of the existing anchors or related hardware are damaged or determined to be not usable, the installing contractor will be required to repair, or remove and replace these items as needed. Our price does **not** include the cost of new anchor bolts for the bearing base plates, or any related hardware for these plates. Any modifications required for the drive and bearing mounting areas are to be by others, and are to be in accordance with Evoqua's instructions and approved general arrangement drawings.

The existing splash shield assemblies and related supports are to be re-used if possible. The condition of the existing splash shields and any related hardware is to be evaluated by the installing contractor. If any of the existing splash shields are damaged or determined to be not usable, the installing contractor will be required to replace these items as needed. Replacement splash shields are **not** included in our price. Any new assembly hardware or anchors required for the existing splash shields are also **not** included in our price. New neoprene seals will be provided by Evoqua for the existing splash shields located at the ends of the aerator shaft. The new seals will require field installation by others.

The aerator assembly will be designed for operation at a maximum disc submergence of 18", and a maximum speed of 60 rpm so that the oxygen transfer rate and power draw can be maintained within the limits of the design requirements.

AERATION DISCS

A total of sixty-eight (68) new aeration disc assemblies will be provided. Aeration discs will be 1/2" thick molded plastic compound resistant to any corrosive action of the mixed liquor being aerated. A multiplicity of cavities and raised triangular protrusions will be provided in each disc to cause entrained air to be dispersed in the mixed liquor. Aeration discs will be firmly attached to the shafting by means of a shaft locating collar. Locating collar will be an integral part of the

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aeration discs. To enable the individual discs to be attached, adjusted, or removed from the shafting without disturbing the shafting, discs will be split into half sections. Anti-slide hub inserts will be provided for installation in each disc half prior to assembly. Discs will be held in position by stainless steel hardware provided by Evoqua.

Discs are to be field installed by others. Discs are to be located along the shaft as needed to provide the required oxygen delivery for the treatment process as determined by Evoqua and the Engineer. The individual discs can be relocated as needed to provide flexibility in oxygen delivery and mixing.

SHAFT/TORQUE TUBE

The central aerator shaft/torque tube will be made from 12¾" outside diameter, schedule 120, seamless steel pipe conforming to ASTM-A53, Grade B steel pipe specifications with a wall thickness of 1.00", and machined end flanges.

The shaft ends will be one-piece ASTM-A536 (DI 66-45-12) cast ductile iron with machined flanges matching the end flanges of the torque tube, and with smaller diameter stub shafts machined to suit the bearings and shaft-mount drive assembly. The drive stub end will have an extended shaft fitted with a key for mounting the drive assembly.

Shaft/torque tube and shaft ends will be coated for corrosion protection according to this proposal. Shafting will be capable of withstanding all dead, live, and radial loads imposed on it.

Shaft/torque tube and shaft ends are to be field assembled by others.

BEARINGS

The aerator shaft will be supported by self-aligning, grease lubricated, roller bearings with split pillow block housings. Housings are coated for corrosion protection according to this proposal.

Each pillow block will have double row spherical roller bearings and double locking collars. Locking collars will each have two (2) setscrews. Bonded elastomeric, triple-lip contact seals with flingers that rotate with the shafting will be provided to insure positive sealing against contaminants. The seals are designed for operation in a moisture laden environment and will seal effectively, even with up to +/- 1 degree of misalignment. Minimum B-10 bearing life will be 200,000 hours.

BEARING BASE PLATES

Base plates will be provided for setting the pillow block bearings. Base plates must be set and grouted level by the installer in accordance with approved general arrangement drawings furnished by Evoqua. Bearing base plates will be fabricated from commercial quality steel, and coated for corrosion protection according to this proposal. Stainless steel hardware will be provided for securing the bearings to the base plates.

DRIVE

The aerator drive assembly will consist of a single speed motor and a shaftmounted AGMA Class II helical gear reducer sized for 24 hour continuous operation with allowance for moderate shock loads. The motor and reducer will be fully suitable for outdoor service and exposure to

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the atmosphere encountered, and will be coated for corrosion protection according to the manufacturer's standards.

A torque arm will be provided to secure the reducer in position. Power transmission between the motor and reducer will be by means of belts and sheaves, and will be protected by an OSHA-acceptable guard. Guard will be fabricated from commercial quality steel, and coated for corrosion protection according to the drive manufacturer's standards.

Motor will be 75HP, TEFC, 1800 RPM (nominal), 460 volt, 3 phase, 60 Hertz, squirrel cage, induction type, NEMA Design B, with Class F insulation and a 1.00 service factor. The motor will be compatible with variable frequency drive (VFD) controller (inverter duty), and will be premium efficiency design. The motor will be horizontally mounted on an adjustable base to facilitate belt tensioning.

ANCHOR BOLTS

Drive torque arm mounting plate/bracket is to be secured to the tankage by stainless steel, threaded rod anchors furnished by Evoqua. Anchors are to be installed by the contractor, and must be set to provide proper projection and location in accordance with Evoqua's instructions and approved general arrangement drawings.

Bearing base plates will be designed to fit the existing anchor bolts. If existing anchors are damaged or determined to be not usable, the installing contractor will be required to repair, or remove and replace these anchors as needed. Evoqua will require exact location dimensions of the existing anchors with diameter and projection clearly identified, or location of new anchors if the contractor needs to relocate them. Evoqua's price does **not** include the cost of new anchor bolts for the bearing base plates, or the cost to modify the plates to accommodate any relocation of the anchor bolts.

MAMMOTH (BRUSH) ROTOR ASSEMBLY

ROTOR SECTION

The Mammoth rotor body will consist of a horizontal drive shaft of 14" diameter pipe, of 3/8" minimum wall thickness, enclosed by a flanged connection on each end. End flanges will be machined parallel to each other in a lathe following all welding on the pipe. Each end of the rotor body will have a cast ductile iron hub and shaft extension bolted thereto preventing liquid from entering the pipe. **Shaft/torque tube and shaft ends are to be field assembled by others.**

Indexing means on the machined flange will maintain the shaft extensions concentric with the rotor pipe. Each end will reuse the existing splash protection plates.

The existing splash protection plates and related supports are to be re-used if possible. The condition of the existing splash plates and any related hardware is to be evaluated by the installing contractor. If any of the existing splash plates are damaged or determined to be not usable, the installing contractor will be required to replace these items as needed. Replacement splash plates are **not** included in our price. Any new assembly hardware or anchors required for the existing splash plates are also **not** included in our price. New neoprene seals will be provided by Evoqua for the existing splash plates located at the ends of the aerator shaft. The new seals will require field installation by others.

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A number of 12-blade rows of aeration blades will be assembled on the pipe. A blade locating rod will be positioned on the pipe to facilitate installation of the blade assemblies. Each blade will be formed of 10 gauge material, measuring approximately 3 inches wide by 14 inches effective aerating length.

The forming of the blades will include longitudinal ribs for added stiffness and prevention of fatigue. The blades will be 304 stainless steel and the assembly hardware will be of stainless steel bolts with silicon bronze nuts compressed for vibration proof attachment. The blade locating rod in conjunction with the assembly hardware will physically lock the blade assembly in position. All bolts will be torqued with an air wrench per manufacturer's instructions so that the bolts do not vibrate loose during operation. Blades will be removed by merely unbolting two sets of bolts.

The rotor assembly, complete with all blades attached, will have an overall diameter of approximately 42". The rotor section will contain 60 rows of blades. The effective length of each rotor section shall be 30'.

The aeration blades will be positioned in such a manner that successive rows of blades are offset circumferentially, in a uniform spiral pattern, essentially preventing any two blades from simultaneously striking the water.

BEARINGS

The rotor shaft will be supported by self-aligning, grease lubricated, roller bearings with split pillow block housings. Housings are coated for corrosion protection according to this proposal.

Each pillow block will have double row spherical roller bearings and double locking collars. Locking collars will each have two (2) setscrews. Bonded elastomeric, triple-lip contact seals with flingers that rotate with the shafting will be provided to insure positive sealing against contaminants. The seals are designed for operation in a moisture laden environment and will seal effectively, even with up to +/- 1 degree of misalignment. Minimum B-10 bearing life will be 200,000 hours.

BEARING BASE PLATES

Base plates will be provided for setting the pillow block bearings. Base plates must be set and grouted level by the installer in accordance with approved general arrangement drawings furnished by Evoqua. Bearing base plates will be fabricated from commercial quality steel, and coated for corrosion protection according to this proposal. Stainless steel hardware will be provided for securing the bearings to the base plates.

The existing bearing base plate anchors are to be re-used. The condition of the existing anchor bolts, and any related hardware is to be evaluated by the installing contractor. If any of the existing anchors or related hardware are damaged or determined to be not usable, the installing contractor will be required to repair, or remove and replace these items as needed. Our price does **not** include the cost of new anchor bolts for the bearing base plates, or any related hardware for these plates. Any modifications required for the drive and bearing mounting areas are to be by others, and are to be in accordance with Evoqua's instructions and approved general arrangement drawings.

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DRIVE ASSEMBLY

The rotor drive assembly will consist of a single speed motor and a shaft mounted AGMA Class II helical gear reducer sized for 24 hour continuous operation with allowance for moderate shock loads. The motor and reducer will be fully suitable for outdoor service and exposure to the atmosphere encountered, and will be coated for corrosion protection according to the manufacturer's standards.

A torque arm will be provided to secure the reducer in position. Power transmission between the motor and reducer will be by means of belts and sheaves, and will be protected by an OSHA-acceptable guard. Guard will be fabricated from commercial quality steel, and coated for corrosion protection according to the drive manufacturer's standards.

Motor will be 75HP, TEFC, 1800 RPM (nominal), 460 volt, 3 phase, 60 Hertz, squirrel cage, induction type, NEMA Design B, with Class F insulation and a 1.00 service factor. The motor will be compatible with variable frequency drive (VFD) controller (inverter duty), and will be premium efficiency design. The motor will be horizontally mounted on an adjustable base to facilitate belt tensioning.

ANCHOR BOLTS

Drive torque arm mounting plate/bracket is to be secured to the tankage by stainless steel, threaded rod anchors furnished by Evoqua. Anchors are to be installed by the contractor, and must be set to provide proper projection and location in accordance with Evoqua's instructions and approved general arrangement drawings.

Bearing base plates will be designed to fit the existing anchor bolts. If existing anchors are damaged or determined to be not usable, the installing contractor will be required to repair, or remove and replace these anchors as needed. Evoqua will require exact location dimensions of the existing anchors with diameter and projection clearly identified, or location of new anchors if the contractor needs to relocate them. Evoqua's price does **not** include the cost of new anchor bolts for the bearing base plates, or the cost to modify the plates to accommodate any relocation of the anchor bolts.

SHIPPING/HANDLING/INSTALLATION INFORMATION

Disc aerator or Brush rotor components will be shipped loose for field assembly and installation by others. Off-loading, handling, assembly and installation is to be accomplished in accordance with Evoqua's instructions and approved general arrangement drawings.

Equipment is to be off-loaded and installed in the tankage by means of a crane and suitable rigging. Rigging is to include a spreader beam or load leveler, slings, etc., and is **not** provided by Evoqua. Other handling equipment may be used if capacity and load are matched correctly, site conditions permit, and safety to personnel and condition of equipment is not jeopardized. This equipment may include fork lift, hoists, etc., and is **not** provided by Evoqua. Special care must be taken to prevent damage to the equipment, and any protective coatings.

Aeration discs are lightweight plastic, two-piece circular sections, with integral locking collar. Disc halves are shipped crated, with each half weighing approximately 24 lbs. Disc halves need

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only be located and bolted together on the shafts. Anti-slide inserts are to be installed in the hub of each disc half prior to assembly.

The aerator/rotor shaft/torque tube will be approximately 29'-6" long and weigh approximately 2,800 lbs. Machined drive end casting will weigh approximately 400 lbs. Machined idle end casting will weigh approximately 300 lbs.

Bearings will weigh between 110 and 180 lbs. each.

Bearing base plates will weigh approximately 45 lbs. each.

75 HP drive assembly will weigh approximately 1,980 lbs. Reducer is shipped without oil. Contractor is to furnish oil.

Smaller, miscellaneous components (i.e., assembly hardware, anchors, support brackets, instrumentation, electronics, etc.) will be shipped in multiple crates, or on skids or pallets of various weights and sizes.

ON-SITE EQUIPMENT STORAGE

Recommendations on storage of the disc aerator or brush rotor components are included in the O&M manual; however, Evoqua would like to place special emphasis on the following items:

Aeration discs: Store discs in the same containers, and in the same manner in which they are shipped. If stored outside, containers should be placed on dry, level surface with adequate drainage. Block to elevate the containers off the ground, and cover as needed to protect the discs from prolonged exposure to dirt, debris, the sun and the elements. Installer is responsible for supply, maintenance, and repair of protective tarps and covers. Store discs away from any area which could expose them to flame or sparks (i.e., welding torch-cutting, etc.).

Torque tube or brush rotor shaft and machined stub ends: Store in the same manner as shipped. Place on dry, level surface with adequate drainage, block to elevate off the ground, and cover as needed to protect from prolonged exposure to dirt, debris, the sun and the elements. Check periodically to ensure that machined surfaces remain clean and free from corrosion. Installer is responsible for supply, maintenance, and repair of protective tarps and covers.

Drive components, motor, and bearings: Store inside until installation if reasonably possible. If stored outside, place on dry, level surface with adequate drainage, block to elevate the equipment off the ground, and cover as needed to protect from prolonged exposure to dirt, debris, the sun and the elements. Check periodically to ensure that components, and any machined surfaces remain clean and free from corrosion. Installer is responsible for supply, maintenance, and repair of protective tarps and covers. Manufacturers for the above items may have special storage instructions or requirements which take precedence over instructions described herein. Refer to the manufacturer's information provided in the O & M manuals.

EXCLUDED ITEMS

Below is a general list of items and/or services to be furnished by others. This list is in addition to items listed in the General Items section of this proposal. These items will **not** be furnished by Evoqua. Evoqua's price includes only those items listed under the describing section.

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- Crane or other lifting and handling equipment including associated rigging.
- Lubricants for drives or bearings, remote lubrication lines, hydraulic fluid, grease guns.
- Electrical controls, control panels, starters, push-button stations, safety disconnects, VFDs.
- Interconnecting wiring, conduit and related equipment.
- Process control instrumentation.
- Pumps, mixers, hoists, and related equipment, sunshields.
- Equipment anchors (other than specified herein).
- Chemical feed equipment, de-foaming piping and nozzles.
- Flow meters, float switches, level controls and samplers.
- Influent, effluent & transfer flow controls (weirs, gates, troughs, piping, valves, etc.).
- Sludge recycle control structures (weirs, gates, troughs, piping, valves, etc.)
- Velocity and/or flow control baffles and ice guards and/or rakes.
- Access platforms, bridges, walkways, walkway splash protection plates.
- Handrailing, grating, access stairs/ladders, and safety chains.
- Laboratory/shop performance testing, field mixing, velocity & oxygen transfer testing.
- Modifications to existing equipment or structures, installation labor, field painting.
- Concrete, grout, mastic, sealants & anti-seize compounds.

5) **CLARIFICATIONS/EXCEPTIONS:**

The equipment specified herein shall conform to the sections Disc Aeration or Mammoth (Brush) Rotor Equipment to the extent they are technically applicable to Evoqua's scope of supply as described in this Quotation and subject to the following clarifications:

Article, Section	CLARIFICATIONS/PROPOSED MODIFICATIONS
NONE	

Variations from Evoqua's standard Terms of Sale and the Clarifications/Exceptions identified above can be negotiated on an individual, as needed basis prior to award of contract. However, please note that this Quotation is expressly conditioned upon: (i) acceptance by the Owner or Contractor of the Standard Terms of Sale and the Clarifications/Exceptions as described within this Quotation, without modification or addition, or a mutually agreed upon set of commercial and technical terms; and (ii) Evoqua's satisfactory completion of an anti-corruption due diligence review of the purchaser.

6) **EXCLUDED ITEMS:**

Evoqua's price includes only those items listed in this Quotation. Therefore, the items listed below will not be supplied by Evoqua:

Electrical, hydraulic, or pneumatic controls.
Wiring of motors or controls, control panels, or panel supports.
Piping, valves, wall sleeves, gates, drains, weirs, baffles.
Floor grating, stairways, ladders, platforms, handrailing.
Machinery or bearing supports, shims.

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Detail shop fabrication drawings.
Tools or spare parts.
Supervisory services; laboratory, shop, or field testing.
Underwriters Laboratory inspection of electrical controls.
Extended mechanical warranties.

7) PAINTING AND SURFACE PROTECTION:

The disc aerator torque tube or brush rotor shaft will be blast cleaned per SSPC-SP10-63 followed by two (2) coats of Sherwin Williams, Dura-Plate 235 B67A235 Haze Gray to a total finished dry film thickness (DFT) of 8.0 to 12.0 mils. Machined surfaces of the end flanges will be protected during blast cleaning and will receive one (1) coat of Evoqua's standard rust preventative.

Machined end castings will receive one (1) coat of Evoqua's standard rust preventative.

Bearing base plates will be blast-cleaned followed by one (1) coat of Sherwin-Williams Dura-Plate 235 epoxy. Bearing "stop-blocks" will be provided to assure the position and alignment of the bearings is maintained after installation. "Stop-blocks" are to be field welded by the installer. Finish painting to be by the installer after installation and alignment.

Torque arm mounting plate will be hot-dip galvanized per ASTM A123.

Reducer, motor, motor mount, guard and other related drive components, and the aerator shaft bearings will be coated per the manufacturer's standard coating system.

All exposed machined surfaces will be solvent wiped, followed by one (1) coat of Evoqua's standard shop preservative.

All non-ferrous materials such as stainless steel, aluminum, and galvanized surfaces will be shipped unpainted.

FERROUS CHAIN: One (1) coat of slush oil.

DRIVE UNITS and CONTROLS: Manufacturer's standard.

TOUCH-UP and ALL ADDITIONAL COATS shall be furnished and applied by others at the site.

PRICES ARE BASED ON PAINTS AND SURFACE PREPARATIONS AS OUTLINED IN THIS QUOTATION. IN THE EVENT AN ALTERNATE PAINT SYSTEM IS SELECTED, PURCHASER'S ORDER MUST ADVISE OF ITS SELECTION. EVOQUA WILL, AT ITS SOLE DISCRETION, EITHER ADJUST ITS PRICE AS NECESSARY TO COMPLY OR SHIP THE MATERIAL UNPAINTED IF COMPLIANCE IS NOT POSSIBLE DUE TO PRICE CONSIDERATIONS, APPLICATION PROBLEMS OR ENVIRONMENTAL CONTROLS.

EVOQUA DOES NOT GUARANTEE PRIMER'S COMPATIBILITY WITH PURCHASER'S COATING SYSTEM UNLESS APPROVED BY THE COATING SYSTEM MANUFACTURER. PRIMERS WILL ONLY PROTECT FOR A MINIMAL AMOUNT OF TIME, USUALLY THIRTY (30) DAYS. SPECIFIC INFORMATION SHOULD BE OBTAINED FROM COATING SYSTEM MANUFACTURER.

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8) ADDITIONAL FIELD SERVICES:

Should the Purchaser feel that additional services will be required, they can be purchased from Evoqua. Additional services may be purchased at the per diem rate stated below.

Evoqua price does not include service of a factory field service technician during the time of installation of the equipment items.

In the event Purchaser wishes to videotape the Evoqua field service personnel during start-up and/or field service, Purchaser must execute Evoqua's standard "Videotape Agreement" in which the Purchaser shall expressly waive any claim against Evoqua, for injury or damage caused by inaccuracies or errors in such videotape(s), and acknowledge that such videotaping is done by Purchaser at its sole risk.

TERMS GOVERNING FIELD SERVICES: Services of a factory field service technician to inspect installation and/or first operation of the products specified in the quotation can be furnished by Evoqua at the following rates:

- A. Supervision or consultation of a process service technician within the continental limits of the United States: \$1,400 per eight (8) hour day, Monday through Friday inclusive.
- B. Supervision or inspection of a field service technician within the continental limits of the United States: \$1,200 per eight (8) hour day, Monday through Friday inclusive. Overtime Monday through Friday and Saturday work is charged at time and one-half. Time worked on Sunday will be charged double time; time worked on U.S. Holidays will be charged triple time.
- C. Traveling, living and incidental expenses at cost, including shipping charges on tools and other equipment which the factory field service technician has shipped to the construction site.
- D. Travel time will be charged to and from Purchaser's construction site, and weekend or holiday travel request or required by Purchaser will be charged at the overtime rates.

Rates shown above apply only to additional services performed within twelve (12) months from the date of Quotation. Additional services performed after twelve (12) months from the date of Quotation shall be subject to Evoqua's current rates at the time such service is provided. Except for the direct acts or omissions of the factory field service technician, the responsibility for the installation and/or first operation shall be Purchaser's. Evoqua will assume responsibility for workmen's compensation coverage of Evoqua employees only, and will provide umbrella liability coverage during installation. All other insurance coverage and necessary materials to accomplish installation shall be provided by Purchaser.

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Payment Terms: Per Section 2.G of the above referenced proposal.

Freight: ☒ **F.O.B. shipping point, with freight allowed to the jobsite.**

Shipments: Per the Drawing and Shipment Schedule set forth in Section 3 of the above referenced proposal.

Drawings: Three (3) sets of submittal drawings will be issued per the Drawing and Shipment Schedule set forth in Section 3 of the above referenced proposal.

NOTE: Any order resulting from this proposal is subject to the terms and conditions attached and acceptance by Evoqua. Purchaser's acceptance of this offer is expressly limited to such terms and conditions without change or addition.

PURCHASER

Name: _____

Address: _____

Signature: _____

Title: _____

Date: _____

Total Accepted Price
(words) _____

Total Accepted Price
(figures) _____

PRESENTED BY:

Signature: _____



Approved by: Evoqua Water Technologies LLC

By: _____

Signature: _____

Date: _____

EVOQUA WATER TECHNOLOGIES LLC**STANDARD TERMS OF SALE**

1. **Applicable Terms.** These terms govern the purchase and sale of the equipment and related services, if any (collectively, "Equipment"), referred to in Seller's purchase order, quotation, proposal or acknowledgment, as the case may be ("Seller's Documentation"). Whether these terms are included in an offer or an acceptance by Seller, such offer or acceptance is conditioned on Buyer's assent to these terms. Seller rejects all additional or different terms in any of Buyer's forms or documents.

2. **Payment.**

(a) Buyer shall pay Seller the full purchase price as set forth in Seller's Documentation. Unless Seller's Documentation provides otherwise, freight, storage, insurance and all taxes, levies, duties, tariffs, permits or license fees or other governmental charges relating to the Equipment shall be paid by Buyer. If Seller is required to pay any such charges, Buyer shall immediately reimburse Seller. If Buyer claims a tax or other exemption or direct payment permit, it shall provide Seller with a valid exemption certificate or permit and indemnify, defend and hold Seller harmless from any taxes, costs and penalties arising out of same. All payments are due within 30 days after receipt of invoice. Buyer shall be charged the lower of 1 ½% interest per month or the maximum legal rate on all amounts not received by the due date and shall pay all of Seller's reasonable costs (including attorneys' fees) of collecting amounts due but unpaid.

(b) **Credit Approval** – All orders are subject to credit approval by Seller. The amount of credit or terms of payment may be changed or credit withdrawn by Seller at any time for any reason without advance notification. Seller may also, at its discretion, withhold further manufacture or shipment; require immediate cash payments for past and future shipments; or require other security satisfactory to Seller before further manufacture or shipment is made; and may, if shipment has been made, recover the Equipment from the carrier, pending receipt of such assurances.

(c) **Back Charges** - Field work which may result in back charges to Seller must be discussed and mutually agreed prior to performing the necessary work. Seller will issue an authorization for work that may be charged to Seller's account. Back charges without prior approval and mutual agreement shall not be accepted.

3. **Delivery.** Delivery of the Equipment shall be in material compliance with the schedule in Seller's Documentation. Unless Seller's Documentation provides otherwise, delivery terms are EXW (Ex Works) factory with risk of loss on all Equipment shipped by Seller to Buyer passing to Buyer upon Delivery of the Equipment to the carrier at the Seller's point of shipment. Title to all Equipment shipped by Seller to Buyer shall pass upon receipt of payment for the Equipment under the respective invoice. Seller is not responsible for the cost of packaging, crating, etc. of the Equipment. Unless otherwise agreed to in writing by Seller, shipping dates are approximate only and Seller shall not be liable for any loss or expense (consequential or otherwise) incurred by Buyer or Buyer's customer if Seller fails to meet the specified delivery schedule.

4. **Ownership of Materials.** All devices, designs (including drawings, plans and specifications), estimates, prices, notes, electronic data, software and other documents or information prepared or disclosed by Seller, and all related intellectual property rights, shall remain Seller's property. Seller grants Buyer a non-exclusive, non-transferable license to use any such material solely for Buyer's use of the Equipment. Buyer shall not disclose any such material to third parties without Seller's prior written consent.

5. **Changes.** Seller shall not implement any changes in the scope of work described in Seller's Documentation nor shall Seller accept or be responsible for any back charges unless Buyer and Seller agree in writing to the details of such change or back charge and any resulting price, schedule or other contractual modifications. Any change to any law, rule, regulation, order, code, standard or requirement which requires any change hereunder shall entitle Seller to an equitable adjustment in the price and any time of performance.

6. **Excusable Delay/Force Majeure Event**

(a) **Definitions:**

(1) **"Excusable Delay"** shall mean delays caused by: (i) Buyer-directed changes; (ii) other actions or omissions of Buyer, Buyer's agents or representatives, including but not limited to, the untimely approval of Seller's submittals or failure to complete work, designated as "Buyer's Work"; (iii) Differing site conditions; or (iv) Seller being required to repair, replace, revise, or reconstruct any of the work as a result of damage to or destruction of the Equipment when such damage or destruction is not caused by Seller.

(2) **"Force Majeure Event"** shall mean events or circumstances that: (i) are beyond the affected party's control; (ii) could not reasonably have been provided against before entering into this agreement; (iii) having arisen, could not reasonably have been avoided or overcome; and (iv) are not substantially attributable to the other party. Force Majeure may include, but is not limited to, the following circumstances or events: (a) war, invasion, act of foreign enemies, (b) rebellion, terrorism, insurrection, military or usurped power, or civil war, (c) riot, commotion, strike, or lockout by persons other than the managers, supervisors, staff, labor, or

other employee of Seller or its sub-suppliers, (d) natural catastrophes such as earthquake, hurricane, typhoon, volcanic activity, or (with respect to on-site work), unusual weather conditions.

- (b) **Force Majeure**: Neither Buyer nor Seller shall have any liability for any breach or delay (except for breach of payment obligations) caused by a Force Majeure event
- (c) **Schedule Modification**: If the Seller experiences an Excusable Delay or Force Majeure Event, Seller is entitled to make a claim for a change order modifying the project schedule and shall provide Buyer with a revised schedule.
- (d) **Pricing Modification**: If Seller has suffered an Excusable Delay or Force Majeure Event, and the delay will increase the cost of performance, Seller shall be entitled to an adjustment in the purchase price. Adjustments to the purchase price shall be: (i) in an amount agreed by the parties; (ii) using applicable agreed to unit prices or hourly rates reflected in Seller's Documentation; or (iii) if neither (i) or (ii) applies, then in the amount of the cost actually and reasonably incurred, and properly documented.
- (e) **Right to Terminate for Force Majeure**: If a Force Majeure event exceeds six (6) months in duration, the Seller shall have the right to terminate the Agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed prior to the date of termination.

7. **Warranty**

(a) Subject to the following sentence, Seller warrants to Buyer that the Equipment shall materially conform to the description in Seller's Documentation and shall be free from defects in material and workmanship. The foregoing warranty shall not apply to any Equipment that is specified or otherwise demanded by Buyer and is not manufactured or selected by Seller, as to which (i) Seller hereby assigns to Buyer, to the extent assignable, any warranties made to Seller and (ii) Seller shall have no other liability to Buyer under warranty, tort or any other legal theory. The Seller shall warrant the Equipment, or any components thereof, through the earlier of (i) eighteen (18) months from delivery of the Equipment or (ii) twelve (12) months from initial operation of the Equipment (the "Warranty Period"). If Buyer gives Seller prompt written notice of breach of this warranty within the Warranty Period, Seller shall, at its sole option and as Buyer's sole remedy, repair or replace the subject parts or refund the purchase price therefor. Unless otherwise agreed to in writing by Seller, (i) Buyer shall be responsible for any labor required to gain access to the Equipment so that Seller can assess the available remedies and (ii) Buyer shall be responsible for all costs of installation of repaired or replaced Equipment. If Seller determines that any claimed breach is not, in fact, covered by this warranty, Buyer shall pay Seller its then customary charges for any repair or replacement made by Seller. Seller's warranty is conditioned on Buyer's (a) operating and maintaining the Equipment in accordance with Seller's instructions, (b) not making any unauthorized repairs or alterations, and (c) not being in default of any payment obligation to Seller. Seller's warranty does not cover damage caused by chemical action or abrasive material, misuse or improper installation (unless installed by Seller).

(b) THE WARRANTIES SET FORTH IN THIS SECTION 7 ARE THE SELLER'S SOLE AND EXCLUSIVE WARRANTIES AND ARE SUBJECT TO THE LIMITATION OF LIABILITY PROVISION BELOW. SELLER MAKES NO OTHER WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR PURPOSE.

8. **Indemnity**. Seller shall indemnify, defend and hold Buyer harmless from any claim, cause of action or liability incurred by Buyer as a result of third party claims for personal injury, death or damage to tangible property, to the extent caused by Seller's negligence. Seller shall have the sole authority to direct the defense of and settle any indemnified claim. Seller's indemnification is conditioned on Buyer (a) promptly, within the Warranty Period, notifying Seller of any claim, and (b) providing reasonable cooperation in the defense of any claim.

9. **Assignment**. Neither party may assign this Agreement, in whole or in part, nor any rights or obligations hereunder without the prior written consent of the other party; provided, however, the Seller may assign its rights and obligations under these terms to its affiliates or in connection with the sale or transfer of the Seller's business and Seller may grant a security interest in the Agreement and/or assign proceeds of the agreement without Buyer's consent

10. **Suspension**. In the event that Buyer suspends the work in whole or in part, for a period of time as Buyer may determine, then Seller shall be entitled to a change order for its reasonable and necessary costs incurred, including, but not be limited to, material and labor escalation incurred, due to such suspension. Seller shall resume any suspended work within a commercially reasonable period after Buyer gives Seller written notice to do so. If Buyer orders a suspension which continues for ninety (90) or more days, Seller may thereafter terminate this agreement without liability, upon fifteen (15) days written notice to Buyer, and shall be entitled to payment for work performed, whether delivered or undelivered, prior to the date of termination.

11. **Termination**

(a) **For Convenience**: Buyer may terminate the work and this agreement at any time in its sole discretion by giving Seller at least ten (10) days written notice. Buyer shall pay termination charges to Seller that shall consist of: (i) the value of the work performed, and

not paid for; (ii) termination charges from Seller's suppliers and sub-suppliers that Seller cannot reasonably reduce or avoid; (iii) additional handling and transportation costs that Seller cannot reasonably reduce or avoid and (iv) a reasonable mark up for Seller's administrative costs necessary to effect such termination. The total amount payable for such termination shall be reduced by any credits obtained, with the understanding that Buyer, at its exclusive preference, may accept delivery of complete or incomplete work, included in the termination cost.

(b) Either party may terminate this agreement, upon issuance of a written notice of such breach and a thirty (30) day cure period, for a material breach (including but not limited to, filing of bankruptcy, or failure to fulfill the material obligations of this agreement).

12. **Dispute Resolution.** Seller and Buyer shall negotiate in good faith to resolve any dispute relating hereto. Failing such efforts, the dispute shall be finally settled by binding arbitration in Pittsburgh, Pennsylvania pursuant to the Commercial Arbitration Rules of the American Arbitration Association. The arbitration panel shall consist of three individuals experienced in the discipline that is the subject of the dispute and shall be jointly selected by Seller and Buyer. If the parties are unable to agree upon the arbitrators within twenty (20) days, then each party shall select one arbitrator and those arbitrators shall select a third arbitrator. The decision of a majority of the arbitrators shall be the decision of the panel. Judgment may be entered upon the arbitrators' decision in any court of competent jurisdiction. The prevailing party in any arbitration shall be reimbursed by the other party for all costs, expenses and charges, including without limitation reasonable attorneys' fees, incurred by the prevailing party in connection with the arbitration. Any order being shipped outside of the United States shall subscribe to ICC rules and the governing language shall be English.

13. **Export Compliance.** Buyer acknowledges that Seller is required to comply with applicable export laws and regulations relating to the sale, exportation, transfer, assignment, disposal and usage of the Equipment provided under this Agreement, including any export license requirements. Buyer agrees that such Equipment shall not at any time directly or indirectly be used, exported, sold, transferred, assigned or otherwise disposed of in a manner which will result in non-compliance with such applicable export laws and regulations. It shall be a condition of the continuing performance by Seller of its obligations hereunder that compliance with such export laws and regulations be maintained at all times. BUYER AGREES TO INDEMNIFY AND HOLD SELLER HARMLESS FROM ANY AND ALL COSTS, LIABILITIES, PENALTIES, SANCTIONS AND FINES RELATED TO NON-COMPLIANCE WITH APPLICABLE EXPORT LAWS AND REGULATIONS.

14. **LIMITATION OF LIABILITY.** NOTWITHSTANDING ANYTHING ELSE TO THE CONTRARY, SELLER SHALL NOT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE OR OTHER INDIRECT DAMAGES, AND SELLER'S TOTAL LIABILITY ARISING AT ANY TIME FROM THE SALE OR USE OF THE EQUIPMENT SHALL NOT EXCEED THE PURCHASE PRICE PAID FOR THE EQUIPMENT. THESE LIMITATIONS APPLY WHETHER THE LIABILITY IS BASED ON CONTRACT, TORT, STRICT LIABILITY OR ANY OTHER THEORY.

15. **Notice.** All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses set forth in the [purchase order]. All notices shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail. Electronic mail is also acceptable provided that "read receipts" are documented

16. **Miscellaneous.** These terms, together with any quotation, purchase order or acknowledgement issued or signed by the Seller, comprise the complete and exclusive statement of the agreement between the parties (the "Agreement") and supersede any terms contained in Buyer's documents, unless separately signed by Seller. No part of the Agreement may be changed or cancelled except by a written document signed by Seller and Buyer. To the extent the Agreement is considered a subcontract under Buyer's prime contract with an agency of the United States government, in case of Federal Acquisition Regulations (FARs) flow down terms, Seller will be in compliance with Section 44.403 of the FAR relating to commercial items and those additional clauses as specifically listed in 52.244-6, Subcontracts for Commercial Items (JUL 2013). No course of dealing or performance, usage of trade or failure to enforce any term shall be used to modify the Agreement. If any of these terms is unenforceable, such term shall be limited only to the extent necessary to make it enforceable, and all other terms shall remain in full force and effect. The Agreement shall be governed by the laws of the Commonwealth of Pennsylvania without regard to its conflict of laws provisions. Both Buyer and Seller reject the applicability of the United Nations Convention on Contracts for the international sales of goods to the relationship between the parties and to all transactions arising from said relationship.





Regular City Council

Agenda Item

Meeting Date: March 3, 2014

Data Sheet

Topic:

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

Background:

Northwest EMS and Tomball PD already have an Interlocal Agreement to share communications resources so this is a Memorandum to that agreement.

The City's contract with Comcast runs through the end of August 2015. At that time, we determine if we renew or not.

NWEMS will be responsible for the installation and monthly expense for their fiber connection.

This agenda item is a memorandum to the existing Interlocal Agreement between Tomball Police Department and Northwest EMS (NWEMS) which allows the sharing of communication resources. As part of this agreement, NWEMS has three 911 dispatch workstations in their office that connect to our shared 911 system that resides in the Tomball PD server room. This is done with a microwave wireless network connection. While this has provided fair service, it has been a challenge to repair when there are issues requiring us to source parts and schedule someone to climb radio towers to replace equipment. This can cause days worth of delay leaving NWEMS without service.

The City already has a contract with Comcast to provide a fiber network connection to our fire station one and fire station two. We are requesting to add a third connection to the City' Comcast contract to connect NWEMS with this same fiber. NWEMS will pay for the installation and the monthly cost of the fiber connection.

Origination:

Tomball Police Department and NWEMS

Recommendation:

Approve

Funding:

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

Doug Tippey, Rob Hauck, and Brian Bayani

ACTION TAKEN

APPROVAL ☐ YES ☐ NO	READINGS PASSED ☐ 1 ST ☐ 2 ND	OTHER
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ATTACHMENTS:

Interlocal Agreement between TPD and NWEMS

Memorandum for Fiber

Previous Memorandum for fuel

COVELER & KATZ, P.C.

Attorneys At Law
TWO MEMORIAL CITY PLAZA
820 GESSNER, SUITE 1710
HOUSTON, TEXAS 77024-8261
Telephone (713) 984-8222
Facsimile (713) 984-0670

February 1, 2010

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

Re: Harris County Emergency Services District No. 8

Dear Chief of Police:

Enclosed please find a the signed Interlocal Agreement for Shared Community Resources between the City of Tomball and the Harris County Emergency Services District No. 8. A copy of the same has been placed in our files for future reference.

Should you have questions or need additional information regarding the enclosed, please do not hesitate to contact our office.

Very truly yours,

COVELER & KATZ, P.C.

By:


Angelique Dodd
For Howard L. Katz

/ad
Enclosure

INTERLOCAL AGREEMENT
FOR
SHARED COMMUNICATIONS RESOURCES

THIS INTERLOCAL AGREEMENT RELATING TO SHARED COMMUNICATION RESOURCES, (hereinafter "Agreement") is made and entered into by and between the City of Tomball, a home rule municipal corporation of the State of Texas (hereinafter referred to as "CITY OF TOMBALL"), and the Harris County Emergency Services District No. 8, an emergency services district created under the laws of the State of Texas and operating under Chapter 775, Health & Safety Code (hereinafter referred to as "ESD 8").

WITNESSETH:

WHEREAS, CITY OF TOMBALL is engaged in the delivery of emergency public safety dispatch and resource coordination, providing emergency communications services for itself and other local public safety agencies; and

WHEREAS, ESD 8 owns and operates - directly and/or under a service agreement with its EMS provider - certain communications resources for its administrative and governmental functions; and

WHEREAS, CITY OF TOMBALL and ESD 8 both desire to enhance the coverage area of their respective communications systems and believe it to be in their mutual best interest to ensure interoperability of their respective communications systems; and

WHEREAS, CITY OF TOMBALL and ESD 8 may both be called to duty to support emergency operations in the region, and the parties find it to be in their mutual best interest to share and coordinate to the greatest extent possible their respective communications resources; and

WHEREAS, CITY OF TOMBALL and ESD 8 both recognize that a cooperative effort in sharing their communications resources will best serve the general public; and

WHEREAS, CITY OF TOMBALL and ESD 8 pursuant to the provisions of the Interlocal Cooperation Act, (Texas Gov't Code §791.001 et seq.) have determined that it is in the best interests of the CITY OF TOMBALL and ESD 8 and the citizens and inhabitants thereof, for the CITY OF TOMBALL and ESD 8 to share communications resources by allowing the sharing of resources for communications;

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to both parties the CITY OF TOMBALL and ESD 8 agree to share communications resources by allowing the sharing of resources for communications as follows:

1. Definitions. As used in this Agreement, the following words and phrases shall have the meanings set out below unless a different meaning clearly appears from the context in which the term appears:

- A. "Communications" means use computer aided dispatch software.
- B. "System Manger" means the person designated respectively by CITY OF TOMBALL and ESD 8 to manage their respective communications system.
- C. "Interoperability Connection" refers to the method (leased T1, Microwave, or combinations there of) of connecting the CITY OF TOMBALL and ESD 8 systems together.
- D. "Authorized Employees" are those persons designated by CITY OF TOMBALL and ESD 8 to have access to the communications systems pursuant to Article II.

2. Shared Communications Resources.

- A. CITY OF TOMBALL and ESD 8 (for itself and its EMS provider) mutually agree to provide resources on their respective computer systems for shared use by the other party, under the terms and conditions set forth herein. Notwithstanding the duty to serve their inhabitants first, each System Manager will cooperatively coordinate shared resource designs that protect the systems from overloading, or otherwise cause improper operation.
- B. In addition to mutually sharing communications resources, CITY OF TOMBALL and ESD 8 (for itself and its EMS provider) agree that at any time that one system is causing interference, technical operability problems, or is compromising system integrity, the System Managers, or their designee(s), will immediately work in a mutual effort to resolve the problem, or if unresolved after efforts to repair or resolve same, shall disconnect the Interoperability Connection between the communications systems.
- C. Under the terms of this Agreement, The City of Tomball will be responsible for all expenses related to the operation and maintenance of the interoperability connection. Such expenses shall be paid only from budgeted funds that are appropriated for such purposes in the then-current budget of both entities.

3. Termination for cause.

- A. Either party may terminate its performance under this Agreement in the event of default by the other party or a failure by that party to cure such default after receiving notice thereof and an opportunity to cure, all as provided in this section. Default shall occur if a party fails to observe or perform any of its duties under this Agreement. Should such default occur, the non-defaulting party shall deliver a written notice to the defaulting party describing such default and the proposed date of termination. Such date may not be sooner than the 30th day following receipt of the notice. The non-defaulting party, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed termination, the defaulting party fails to cure such default prior to the proposed date of termination, then the non-defaulting party may terminate its performance under this Agreement as of such date without further notice to the defaulting party.

B. In addition to the other rights of termination identified herein, CITY OF TOMBALL and ESD 8 reserve the right to terminate this Agreement immediately through notice signed by the CITY OF TOMBALL Chief Administrative Officer or ESD 8 Board President in the event of any or all of the following:

1. Unauthorized use of the System,
2. Any attempt by CITY OF TOMBALL or ESD 8 to gain access to equipment owned by CITY OF TOMBALL or ESD 8 other than that access authorized in writing by the CITY OF TOMBALL's or ESD 8's System Managers.
3. In the event that system capacity is inadequate to meet the needs of CITY OF TOMBALL or ESD 8 and that condition continues unresolved for a period of thirty (30) days.

C. Casualty. If at any time during the term of this Agreement the communications system of either party shall be damaged or destroyed by fire or other casualty, either party may at its option terminate this Agreement by providing written notice to the other party, in which event, this Agreement shall terminate effective as of the date of such casualty.

D. Notice of Non-appropriation. If, for any fiscal year, either party's governing board fails to appropriate funds in amounts sufficient to pay for the performance of its obligations under this Agreement, such party shall promptly give notice to the other party of such event. In such event, this Agreement shall terminate without further notice on the last day of the fiscal year in which appropriations have been made for the performance of this Agreement.

E. Upon termination of this Agreement, CITY OF TOMBALL and ESD 8 shall discontinue all use and services in connection with this Agreement, commencing on the effective termination. It is expressly understood and agreed by the parties that all equipment owned by either party shall remain the sole property of that party and shall not in any instance, be considered the property of the other party.

4. Term; termination for convenience. The initial term of this Agreement shall be for five (5) years beginning on the Effective Date (as defined below). This Agreement shall automatically be renewed for additional one (1) year terms unless either party gives the other party written notice of termination, with an effective termination date specified therein of at least thirty (30) days prior to the next annual renewal date. Additionally, CITY OF TOMBALL or ESD 8 may terminate this Agreement at any time without cause upon providing at least 90 days written notice to the other party hereto.

5. Notices. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective party at the following addresses:

To Harris County Emergency Services District No. 8
Attn: Board President
29530 Quinn Road
Tomball, Texas 77375
(Fax No. 281-357-4524)

To The City of Tomball
Attn: Chief of Police
400 Fannin Street
Tomball, Texas 77375
(Fax No. 281-290-1090)

The aforesaid addresses may be changed upon giving prior written notice of said change as provided herein.

6. Dispute Resolution Process. Before commencing any formal legal proceedings concerning any dispute arising under or relating to this Agreement, or any breach thereof, the parties agree to observe the following procedures ("Dispute Resolution Process").

A. Notice. The aggrieved party shall notify the responding party of the dispute, by way of a writing which contains sufficient detail to clearly identify the problems giving rise to the dispute, and the responding party shall have a reasonable opportunity to respond.

B. Resolution Meeting. After consulting with and obtaining input from the appropriate individuals so as to facilitate a complete discussion and proposed solution of the problem, the parties shall schedule a meeting and designate representatives to attend such meeting to attempt to affect an agreed resolution of the issue.

C. Successful Resolution. If the parties reach an accord at any stage of the meeting, they shall reduce their agreement to writing. Such writing shall be presented for approval by the parties' respective governing bodies. If approval of the writing is obtained, such writing shall constitute an amendment to this Agreement with respect to the subject matter(s) of the notice of the dispute. The terms and conditions of such amendment shall not supersede the terms and conditions of this Agreement with respect to any matter other than the subject matter(s) submitted to the Dispute Resolution Process.

D. Unsuccessful Resolution. If the parties are unable to reach a resolution of the dispute within a reasonable time, either party may pursue such legal and equitable remedies as are available to it under Texas law.

7. Miscellaneous.

A. Governing Law/Venue. This Agreement shall be construed in accordance with the laws of the State of Texas. Exclusive venue of any claim arising out of or relating to the subject of this Agreement shall lie in the District Court of Harris County, Texas.

B. Severability. If any provision of this Agreement shall be deemed void or

invalid, such provision shall be deemed severed from the remainder of the Agreement, which shall remain in full force and effect.

C. Approval. The undersigned officers of CITY OF TOMBALL and ESD 8 by executing said document, acknowledge that their respective governing bodies have reviewed and approved this Agreement by resolution at a duly called meeting, with a quorum present, in accordance with the laws of the State of Texas.

D. Payment From Current Revenues. The undersigned further acknowledge that each party paying for the performance of governmental functions or services shall make those payments from current revenues available to the paying parties in accordance with applicable law.

E. Waivers. Any failure by a party to comply with any covenant, agreement, or condition herein or in any other agreements or instruments executed and delivered hereunder may be waived in writing by the party in whose favor such obligation or condition runs; except that failure to insist upon strict compliance with any such covenant, agreement, or condition will not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

F. Binding Effect; Assignment. This Agreement is binding on the parties. Neither party may assign this Agreement, in whole or in part, without the prior written consent of the other party.

G. No Third Party Beneficiaries. No term or provision of this Agreement is for the benefit of any person or third-party entity who is not a party hereto and no third-party will have any rights or cause of action hereunder.

H. Further Assurances. Each party agrees to perform all other acts and execute and deliver all other documents as may be necessary or appropriate to carry out the intent and purposes of this Agreement.

I. Retention of Defenses. The parties agree that, neither this Agreement nor the performance hereunder shall affect, impair nor limit their respective immunities and limitations of liability to the claims of third parties, including third-party claims related to the performance of the parties' respective duties hereunder. Notwithstanding each party's acknowledgment that this Agreement is duly authorized, validly existing and binding on all parties hereto, the parties agree that no party has waived its sovereign immunity, including its immunity to the claims of third parties, by entering into and performing its obligations under this Agreement.

J. Effective Date. The effective date of this Agreement ("Effective Date") is the 21st day of December, 2009, regardless of when approved and/or executed by the parties' designated representatives.

K. Entire Agreement. The terms and provisions of this Agreement constitute the entire Agreement between CITY OF TOMBALL and ESD 8 and no modifications of this Agreement shall be effective unless in writing and executed by an executive officer of both Districts, and attested to as provided by law.

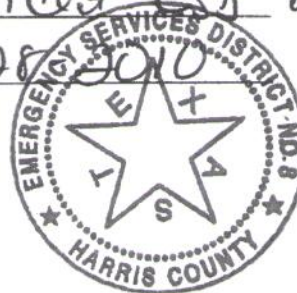
This Agreement is executed in duplicate originals by the undersigned officers of CITY OF TOMBALL and ESD 8 to be effective as of the Effective Date as set forth above

The City of Tomball, TX

Signed: [Signature]
Title: Mayor
Date: 12-23-2009

**Harris County Emergency Services
District No. 8**

Signed: [Signature]
Title: President - ESI #8
Date: 1-28-2010



MEMORANDUM OF AGREEMENT

This agreement is entered into as of this xx day of xxxxx, xxxx, by and between City of Tomball (hereinafter the "City"), a home-rule municipal corporation, and Northwest Rural Emergency Medical Services Association (hereinafter referred to as the "EMS", a Texas nonprofit corporation, both situated in Tomball, Harris County, Texas.

Whereas, the City Council of the City of Tomball, Texas finds it is in the best interests of the City to enter into this Agreement with the EMS in order to provide better emergency medical services to its Citizens.

IT IS, THEREFORE, AGREED AS FOLLOWS

1. The City agrees to have Fiber Optic lines run to the building at 29530 Quinn Rd.
2. The EMS agrees to pay \$747.00 for the installation and \$357.00 monthly for the service.
3. The agreement will commence on the day the fiber is installed through 8/30/2015.
4. Either party may terminate this agreement upon a 60 day written notice.

City of Tomball

Northwest Rural Emergency

Medical Services

By: George Shackelford

By: Terry Rogers

Title: City Manager

Title: Chief

MEMORANDUM OF AGREEMENT

This agreement is entered into as of this 28th day of October, 2010, by and between City of Tomball (hereinafter the "City"), a home-rule municipal corporation, and Northwest Rural Emergency Medical Services Association (hereinafter referred to as the "EMS"), a Texas nonprofit corporation, both situated in Tomball, Harris County, Texas.

Whereas, the City Council of the City of Tomball, Texas, finds it is in the best interests of the City to enter into this Agreement with the EMS in order to provide better emergency medical services to its Citizens;

IT IS, THEREFORE, AGREED AS FOLLOWS:

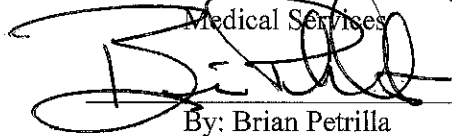
1. The City agrees to provide fuel to the EMS from the City's facilities at the City's cost plus a \$.01 per gallon in accordance with rules established by the City Manager.
2. The EMS agrees to pay the City for any fuel used within 30 days of receipt of a written invoice from the City.
3. Either party may terminate this Agreement upon 60 days written notice.

City of Tomball



By: George Shackelford
Title: City Manager

Northwest Rural Emergency
Medical Services



By: Brian Petrilla
Title: Chief

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 3, 2014

Topic:

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.

Background:

The Planning and Zoning Commission recommended approval of the Breaux Machine Works North plat and Replat of McCoy's Building Supply - Tomball plat with contingencies on December 9, 2013. Comments have been addressed and the plats are being presented to City Council for approval consideration.

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	

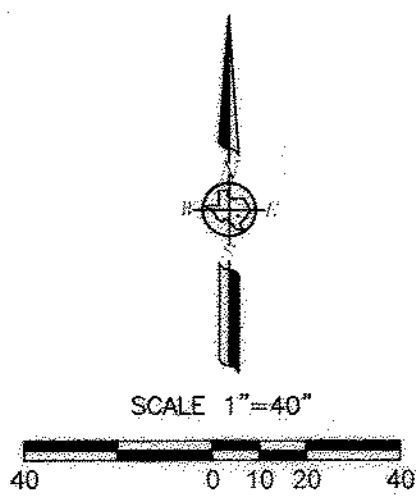
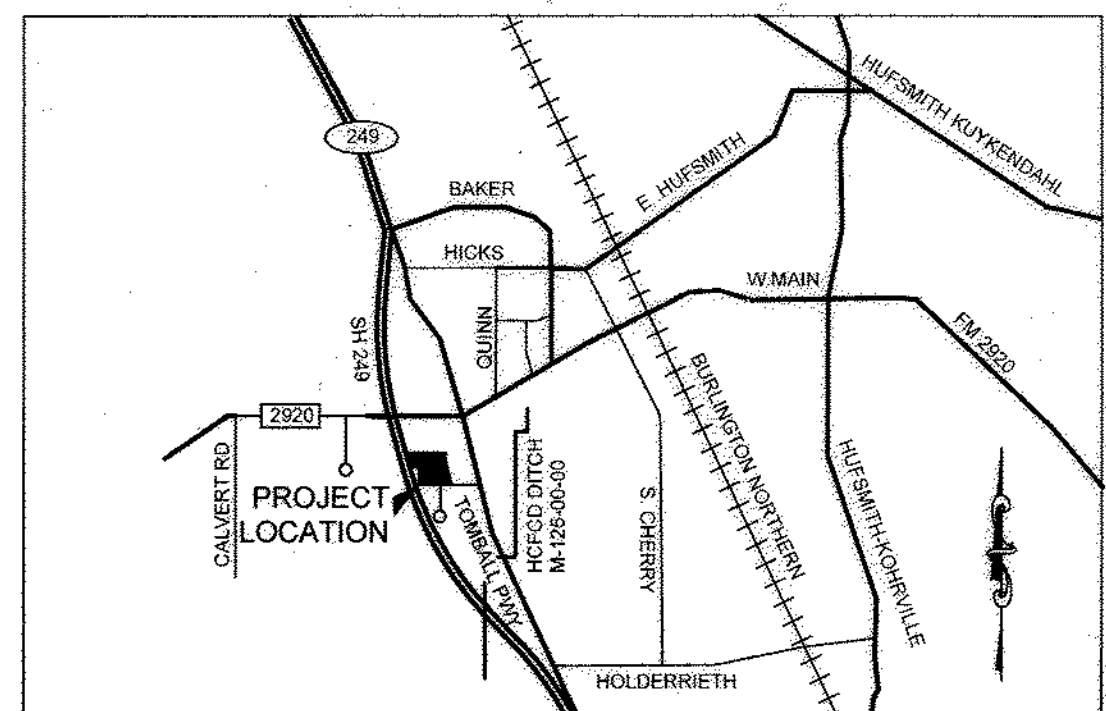
ATTACHMENTS:

Breaux Machine Works North Plat 1 of 2

Breaux Machine Works North Plat 2 of 2

Replat of McCoy's Building Supply - Tomball 1 of 2

Replat of McCoy's Building Supply - Tomball 2 of 2



BENCHMARK:
HARRIS COUNTY FLOODPLAIN
REFERENCE MARK 120210
BRASS DISK ON SOUTH SIDE OF
MICHEL ROAD BRIDGE AND
H.C.F.C. DITCH NO. M125-00-00
ELEV. 180.10
NAVD 1988, 2001 ADJ.

TEMPORARY BENCHMARK:
NAIL IN EXPANSION JOINT IN CONCRETE
DRIVE, SOUTH R.O.W. LINE OF HIRSCHFELD
ROAD, APPROXIMATELY 75 FEET SOUTHEASTERLY
FROM THE SOUTHEAST CORNER OF SUBJECT TRACT
ELEVATION = 182.31

FLOODPLAIN STATEMENT:
SUBJECT TRACT DOES NOT LIE
WITHIN THE 100-YEAR FLOODPLAIN
AS PER F.I.R.M. COMMUNITY
PANEL NO. 48201-C-0210-L

FND BRASS DISK
IN CONG. MONUMENT

JOHN M. HOOPER SURVEY, A-375

McCOY'S BUILDING SUPPLY-TOMBALL
BLOCK 1
RESTRICTED RESERVE "A"
(RESTRICTED TO NON RESIDENTIAL USE)
(FILM CODE NO. 368124, H.C.M.R.)
4.9672 ACRES, BEING A RESIDUE OF A
CALLED 10.702 ACRES

McCOY REALTY CORPORATION
0.3552 ACRES, BEING THE EASTERLY RESIDUE
OF A 0.7411 ACRE TRACT
(H.C.C.F. NO. R013662)

GOLDEN CORRAL REPLAT
TRACT "A"
COMMERCIAL RESERVE
1.2541 ACRES (call 1.2545 ACRES)
(VOLUME 341, PAGE 16, H.C.M.R.)

TOMBALL LAND VENTURE I, INC., A TEXAS CORPORATION
1.8068 ACRES (call 1.807 ACRES)
(H.C.C.F. NO. U880277)

THOMAS JOHN NIETO, JR. AND
LORRI MARIE NIETO
0.5766 ACRES (call 0.5765 ACRES)
(H.C.C.F. NO. Z309929)

GENERAL NOTES:

1 AC INDICATES "ACRE"
2 VOL INDICATES "VOLUME"
3 PG INDICATES "PAGE"
4 CSMT INDICATES "EASEMENT"
5 BL INDICATES "BUILDING LINE"
6 R.O.W INDICATES "RIGHT-OF-WAY"
7 H.O.C.F. NO INDICATES "HARRIS COUNTY CLERK'S FILE NUMBER"
8 INDICATES "HARRIS COUNTY MAP RECORDS"
9 H.C.D.R INDICATES "HARRIS COUNTY DEED RECORDS"
10 INDICATES "FOUND CONTROLLING MONUMENT FOR PROPERTY CORNER"
11 UNLESS OTHERWISE INDICATED, THE BUILDING LINES (B.L.) WHETHER ONE OR MORE SHOWN ON THIS
12 SUBDIVISION PLAT ARE ESTABLISHED TO EVIDENCE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF
13 CODE OF ORDINANCES, CITY OF TOMBALL, TEXAS, IN EFFECT AT THE TIME THIS PLAT WAS
14 APPROVED, WHICH MAY BE AMENDED FROM TIME TO TIME.
15 NATURE CITY OF TOMBALL, TEXAS, DEED

FLOOD INFORMATION:
ACCORDING TO FEMA FIRM PANEL NO. 48201-C-0210-L (EFFECTIVE DATE 06/18/07), THIS PROPERTY IS IN ZONE "X"
AND IS NOT IN THE 1% ANNUAL CHANCE FLOOD PLAIN.

PUBLIC EASEMENTS:

PUBLIC EASEMENTS DENOTED ON THIS PLAN ARE HEREBY DEDICATED TO THE PUBLIC FORTHEORE. 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, MAINTENANCE, REPAIR, REPLACEMENT, OPERATION AND MOVEMENT OF ANY UTILITY OR EQUIPMENT WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF THE PROPERTY OWNER, SUBJECT TO THE EXCEPTIONS IN THE DEDICATION. ANY PUBLIC UTILITY, INCLUDING THE CITY OF TOMBALL, SHALL HAVE THE RIGHT TO CONSTRUCT, RECONSTRUCT, MAINTAIN, REPAIR, REPLACE, OPERATE, MOVE, REMOVE, RELOCATE, OR IMPROVE ANY UTILITY OR EQUIPMENT IN ANY MANNER AND/OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY PART OF THE EASEMENTS SHOWN ON THIS PLAN, AND NEITHER THE CITY OF TOMBALL NOR ANY PUBLIC UTILITY SHALL BE RESPONSIBLE FOR THE REPLACING OR REIMBURSING THE PROPERTY OWNER FOR ANY DAMAGE TO THE PROPERTY OR EASEMENTS CAUSED BY SUCH CONSTRUCTION, MAINTENANCE OR IMPROVEMENTS.

NOTE 2: ALL OIL/GAS WELLS WITH OWNERSHIP (PLUGGED, ABANDONED, AND/OR ACTIVE) THROUGH THE SUBDIVISION HAVE BEEN SHOWN

NOTE 3: NO BUILDING OR STRUCTURE SHALL BE CONSTRUCTED ACROSS ANY PIPELINES, BUILDING LINES, AND/OR EASEMENTS. BUILDING SET BACK LINES WILL BE REQUIRED ADJACENT TO OIL/GAS PIPELINES. THE SETBACKS AT A MINIMUM SHOULD BE 15 FEET OFF THE CENTERLINE OF LOW PRESSURE GAS LINES AND 30 FEET OFF THE CENTERLINE OF HIGH PRESSURE GAS LINES.

NOTE 4: THIS PLAT DOES NOT ATTEMPT TO AMEND OR REMOVE ANY VALID COVENANTS OR RESTRICTIONS.

NOTE 5: THE BUILDING LINES SHOWN ON THIS PLAT SHALL BE IN ADDITION TO, AND SHALL NOT LIMIT OR REPLACE ANY BUILDING LINE REQUIRED BY THE CITY OF TOMBALL CODE OF ORDINANCES AT THE TIME OF THE DEVELOPMENT OF THE PROPERTY.

NOTE 6: THE BASIS OF BEARINGS IS THE UNRECORDED PLAT OF HIRSCHFIELD FARMS SECTION 1.

BREAUX MACHINE WORKS NORTH
4.7261 ACRES
(205,869.07 SQ. FT.)

LOT 1
4.3402 ACRES (189,058.04 SQUARE FEET)

BREAUX MACHINE WORKS NORTH

A SUBDIVISION OF 4.7261 ACRES (205,869.07 SQUARE FEET) COMPOSED OF LOT 1, BLOCK 1
4.3402 ACRES (189,058.04 SQUARE FEET) 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 (16,8110.04 SQUARE FEET)
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
1 LOT 1 RESERVE 1 BLOCK

ADDRESS: 13842 HIRSCHFIELD ROAD TOMBALL TX 77377

OWNER:
BREAUX PROPERTIES LTD., A TEXAS LIMITED PARTNERSHIP
1502 RUDOLPH ROAD
TOMBALL, TEXAS 77375

BROUSSARD LAND SURVEYING, LLC
1001 HERKIMER STREET HOUSTON TX 77008
832-409-6727 www.broussardlandsurveying.com
JOB NO.: BLS-1608

DAVID S. BROUSSARD, P.E.
17527 HAWKIN LANE
TOMBALL, TEXAS 77377
JOB NO. D963

HIGH MEADOW
ROAD
(60' R.O.W.)

SHEET 1 OF 2

BREAUX PROPERTIES, LTD., A TEXAS LIMITED PARTNERSHIP
METES AND BOUNDS DESCRIPTION
4.7261 ACRES (205,869 SQUARE FEET)
JOHN M. HOOPER SURVEY, A-375
HARRIS COUNTY, TEXAS

ALL OF THAT CERTAIN TRACT OF LAND BEING 4.7261 ACRES (205,869 SQUARE FEET) BEING OUT THE JOHN M. HOOPER SURVEY, ABSTRACT-375, AND BEING COMPRISED OF THE FOLLOWING TRACTS: ALL OF LOT 1, BLOCK 3, HIRSCHFIELD FARMS SECTION 1 (UNRECORDED); 0.8766 ACRES (38,183 SQUARE FEET); ALL OF LOT 2, BLOCK 3 OF SAID HIRSCHFIELD FARMS, 0.8796 ACRES (38,317 SQUARE FEET); ALL OF LOT 3, BLOCK 3 OF SAID HIRSCHFIELD FARMS, 0.8676 ACRES (37,791 SQUARE FEET); 0.1246 ACRES (5,429 SQUARE FEET) BEING A RESIDUE OF A CALLED 2.8805 ACRE TRACT (TRACT TWO) AS DESCRIBED IN HARRIS COUNTY CLERK'S FILE NUMBER (H.C.C.F. NO.) J904080; 1.5918 ACRES (69,338 SQUARE FEET) BEING A RESIDUE OF A CALLED 3.5864 ACRE TRACT AS DESCRIBED IN FILM CODE NUMBER 119-48-0065, H.C.C.F., AND 0.3859 ACRES (16,811 SQUARE FEET) BEING THE WESTERLY RESIDUE OF A 0.7411 ACRE TRACT DESCRIBED IN DEED TO MCCOY REALTY CORPORATION AS RECORDED IN H.C.C.F. NO. R013662; SAID 4.7261 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING AT A FOUND 5/8" IRON ROD BEING THE SOUTHEAST CORNER OF A 0.5766 ACRE (CALLED 0.5765 ACRE) TRACT DESCRIBED IN DEED TO THOMAS JOHN NIETO, JR. AND LORRI MARIE NIETO AS RECORDED IN H.C.C.F. NO. Z309929, SAID ROD ALSO MARKING THE INTERSECTION OF THE NORTH RIGHT-OF-WAY (R.O.W.) LINE OF HIRSCHFIELD ROAD (60 FEET WIDE) AND THE WEST R.O.W. LINE OF STATE HIGHWAY 249 (BUSINESS) (VARYING WIDTH);

THENCE SOUTH 68°20'20" WEST (CALL SOUTH 68°20'20" WEST), LEAVING SAID WEST R.O.W. LINE OF STATE HIGHWAY 249 (BUSINESS), ALONG THE SOUTH LINE OF SAID 0.5766 ACRE TRACT, IN COMMON WITH SAID NORTH R.O.W. LINE OF HIRSCHFIELD ROAD, A DISTANCE OF 202.90 FEET (CALL 202.90 FEET) TO THE CALCULATED SOUTHWEST CORNER OF SAID 0.5766 ACRE TRACT, SAME BEING THE EASTERNMOST SOUTHERLY CORNER OF A 1.8068 ACRE (CALL 1.807 ACRE) TRACT DESCRIBED IN DEED TO TOMBALL LAND VENTURE I, INC., A TEXAS CORPORATION AS RECORDED IN H.C.C.F. NO. U880277;

THENCE SOUTH 68°20'20" WEST (CALL SOUTH 68°20'20" WEST), ALONG THE SOUTH LINE OF SAID 1.8068 ACRE TRACT, IN COMMON WITH SAID NORTH R.O.W. LINE OF HIRSCHFIELD ROAD, A DISTANCE OF 173.31 FEET (CALL 173.31 FEET) TO A FOUND 1/2" IRON ROD WITH CAP "RPLS 6107" BEING THE **POINT OF BEGINNING**, SAID ROD ALSO BEING THE WESTERNMOST SOUTHERLY CORNER OF SAID 1.8068 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID LOT 1, SAME BEING THE SOUTHEASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 21°39'40" WEST, LEAVING SAID NORTH R.O.W. LINE OF HIRSCHFIELD ROAD, ALONG THE WESTERLY LINE OF SAID 1.8068 ACRE TRACT, IN COMMON WITH THE EAST LINE OF SAID LOT 1, IN COMMON WITH AN EASTERLY LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 330.50 FEET TO A FOUND 1/2" IRON ROD WITH CAP "RPLS 6107" LYING IN A SOUTHERLY LINE OF A 1.2541 ACRE (CALLED 1.2545 ACRE) TRACT KNOWN AS GOLDEN CORRAL REPLAT, TRACT "A", COMMERCIAL RESERVE, AS DESCRIBED IN VOLUME 341, PAGE 16, HARRIS COUNTY MAP RECORDS (H.C.M.R.), SAID ROD BEING THE NORTHWEST CORNER OF SAID 1.8068 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID LOT 1, SAME BEING AN EASTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 86°17'02" WEST, ALONG A SOUTHERLY LINE OF SAID 1.2541 ACRE TRACT, IN COMMON WITH THE NORTH LINE OF SAID LOT 1, IN COMMON WITH AN INTERIOR LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 26.06 FEET TO A FOUND 1/2" IRON ROD WITH CAP "RPLS 6107" BEING THE SOUTHWEST CORNER OF SAID 1.2541 ACRE TRACT, SAME BEING THE SOUTHEAST CORNER OF SAID 1.5918 ACRE TRACT, SAME BEING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 04°38'32" WEST, LEAVING THE NORTH LINE OF SAID LOT 1, ALONG THE WEST LINE OF SAID 1.2541 ACRE TRACT, IN COMMON WITH THE EAST LINE OF SAID 1.5918 ACRE TRACT, IN COMMON WITH AN EASTERLY LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 129.01 FEET TO A FOUND 1/2" IRON ROD WITH CAP "RPLS 6107" BEING THE NORTHWEST CORNER OF SAID 1.2541 ACRE TRACT, SAME BEING THE SOUTHERLY CORNER OF SAID 0.7411 ACRE TRACT AND A 5.3531 ACRE TRACT, BEING A RESIDUE OF A CALLED 10.702 ACRE TRACT KNOWN AS MCCOY'S BUILDING SUPPLY-TOMBALL, BLOCK 1, RESTRICTED RESERVE "A" (RESTRICTED TO NON RESIDENTIAL USE) AS RECORDED IN FILM CODE NO. 368124, H.C.M.R., SAME BEING AN EASTERLY CORNER OF SAID 1.5918 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 04°34'45" WEST, ALONG A SOUTHERLY LINE OF SAID 0.7411 ACRE AND SAID 5.3531 ACRE TRACTS, IN COMMON WITH AN EASTERLY LINE OF SAID 1.5918 ACRE AND OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 9.62 FEET TO A FOUND 1/2" IRON ROD WITH CAP "RPLS 6107" BEING THE SOUTHEAST CORNER OF SAID 0.3859 ACRE TRACT AND A SOUTHERLY CORNER OF SAID 0.7411 ACRE AND SAID 5.3531 ACRE TRACTS, SAME BEING THE NORTHEAST CORNER OF SAID 1.5918 ACRE AND AN EASTERLY CORNER OF THE HEREIN TRACT;

THENCE NORTH 02°24'21" WEST, OVER AND ACROSS OF SAID 0.7411 ACRE AND SAID 5.3531 ACRE TRACTS AND ALONG THE EAST LINE OF SAID 0.3859 ACRE TRACT, IN COMMON WITH AN EASTERLY LINE OF THE HEREIN DESCRIBED TRACT A DISTANCE OF 35.00 FEET TO A POINT BEING THE NORTHEAST CORNER OF SAID 0.3859 ACRE TRACT AND OF THE HEREIN TRACT, FROM WHICH A FOUND CHAIN LINK FENCE POST BEARS NORTH 88°16'12" WEST A DISTANCE OF 23.08 FEET;

THENCE SOUTH 87°31'57" WEST, OVER AND ACROSS SAID 5.3531 ACRE TRACT AND ALONG THE NORTH LINE OF SAID 0.7411 ACRE TRACT, SAID 0.3859 ACRE TRACT AND OF THE HEREIN DESCRIBED TRACT PASSING AT A DISTANCE OF 480.32 FEET A FOUND 5/8" IRON ROD BEING A SOUTHWESTERLY CORNER OF SAID 5.3531 ACRE TRACT, SAME BEING THE NORTHEAST CORNER OF SAID 0.1246 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 0.3859 ACRE TRACT AND SAID 0.7411 ACRE TRACT, FROM WHICH A POINT BEING THE SOUTHWEST CORNER OF SAID 0.3859 ACRE TRACT, SAID 0.7411 ACRE TRACT AND SAID 5.3531 ACRE TRACT BEARS SOUTH 02°24'21" EAST A DISTANCE OF 35.00 FEET, FROM SAID POINT A FOUND 5/8" IRON ROD WITH CAP BEARS NORTH 02°07'13" WEST A DISTANCE OF 0.74 FEET AND CONTINUING ALONG A SOUTHERLY LINE OF SAID 5.3531 ACRE TRACT AND THE NORTH LINE OF SAID 0.1246 ACRE TRACT, IN COMMON WITH THE NORTH LINE OF THE HEREIN DESCRIBED TRACT FOR A TOTAL DISTANCE OF 549.32 FEET TO A FOUND 5/8" IRON ROD (BENT) LYING ON THE EASTERLY R.O.W. LINE OF STATE HIGHWAY 249 (VARYING WIDTH), SAID ROD BEING THE SOUTHWEST CORNER OF SAID 5.3531 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID 0.1246 ACRE AND THE HEREIN DESCRIBED TRACT; A FOUND TEXAS DEPARTMENT OF TRANSPORTATION MONUMENT (BRASS DISK IN CONCRETE) LYING ON SAID R.O.W. LINE, SAME BEING THE NORTHWEST CORNER OF SAID 5.3531 ACRE TRACT BEARS NORTH 26°05'27" WEST (CALL NORTH 26°13'13" WEST) A DISTANCE OF 221.39 FEET (CALL 221.35 FEET), FROM WHICH A FOUND 1" IRON ROD LYING IN SAID WEST R.O.W. LINE OF STATE HIGHWAY 249 (BUSINESS), SAME BEING THE NORTHEAST CORNER OF SAID 5.3531 ACRE TRACT BEARS NORTH 87°25'04" EAST (CALL NORTH 87°23'57" EAST), A DISTANCE OF 1009.08 FEET (CALL 1009.08 FEET);

THENCE SOUTH 26°05'27" EAST, ALONG SAID WEST R.O.W. LINE OF STATE HIGHWAY 249, IN COMMON WITH THE WEST LINE OF SAID 0.1246 ACRE TRACT, IN COMMON WITH THE SOUTH LINE OF THE HEREIN DESCRIBED TRACT, PASSING AT A DISTANCE OF 171.70 FEET A POINT BEING A SOUTHWESTERLY CORNER OF SAID 1.5918 ACRE TRACT, SAME BEING THE SOUTH CORNER OF SAID 0.1246 ACRE TRACT, A FOUND 5/8" IRON ROD WITH CAP BEARS NORTH 43° EAST, A DISTANCE OF 0.97 FEET, AND CONTINUING ALONG SAID R.O.W. LINE, IN COMMON WITH A WESTERLY LINE OF SAID 1.5918 ACRE AND OF THE HEREIN DESCRIBED TRACT, A TOTAL DISTANCE OF 200.68 FEET TO A FOUND 1/2" IRON ROD WITH CAP "RPLS 6107" BEING A SOUTHWESTERLY CORNER OF SAID 1.5918 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A 0.0654 ACRE TRACT, BEING THE RESIDUE OF A CALLED 1.0821 ACRE TRACT AS DESCRIBED IN DEED TO JANESE W. WOODROW AS RECORDED IN H.C.C.F. NO. N157741, ALSO KNOWN AS LOT 5 OF SAID HIRSCHFIELD FARMS, SAME BEING A WESTERLY CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 86°17'02" EAST (CALL NORTH 86°10'43" EAST), LEAVING SAID R.O.W. LINE, ALONG THE NORTH LINE OF SAID 0.0654 ACRE TRACT, IN COMMON WITH THE SOUTH LINE OF SAID 1.5918 ACRE TRACT, IN COMMON WITH AN INTERIOR LINE OF THE HEREIN DESCRIBED TRACT, PASSING AT A DISTANCE OF 49.99 FEET A POINT BEING THE NORTHEAST CORNER OF SAID 0.0654 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF A 0.7261 ACRE TRACT, BEING THE RESIDUE OF A CALLED 0.8558 ACRE TRACT, KNOWN AS LOT 4 OF SAID HIRSCHFIELD FARMS, DESCRIBED IN DEED TO TOMBALL PAINT AND BODY, INC. AND ELWIN LEE CHAPMAN (A.K.A. ELWIN LEE CHAPMAN, INDIVIDUALLY) AS DESCRIBED IN H.C.C.F. NO. J295638, AND CONTINUING ALONG THE SOUTH LINE OF SAID 1.5918 ACRE TRACT, IN COMMON WITH THE NORTH LINE OF SAID 0.7261 ACRE TRACT, IN COMMON WITH AN INTERIOR LINE OF THE HEREIN DESCRIBED TRACT, FOR A TOTAL DISTANCE OF 181.86 FEET TO A FOUND 1/2" IRON ROD WITH CAP "RPLS 6107" BEING THE NORTHEAST CORNER OF SAID 0.7261 ACRE TRACT, SAME BEING THE NORTHWEST CORNER OF SAID LOT 3, SAME BEING AN INTERIOR CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE SOUTH 02°17'50" EAST, LEAVING THE SOUTH LINE OF SAID 1.5918 ACRE TRACT, ALONG THE EAST LINE OF SAID 0.7261 ACRE TRACT, IN COMMON WITH THE WEST LINE OF SAID LOT 3, IN COMMON WITH A WESTERLY LINE OF THE HEREIN DESCRIBED TRACT, A DISTANCE OF 300.26 FEET TO A CHISELED "X" FOUND IN CONCRETE LYING ON THE NORTH R.O.W. LINE OF SAID HIRSCHFIELD ROAD, SAID ROD BEING THE SOUTHEAST CORNER OF SAID 0.7261 ACRE TRACT, SAME BEING THE SOUTHWEST CORNER OF SAID LOT 3 AND OF THE HEREIN DESCRIBED TRACT;

THENCE NORTH 88°11'36" EAST, ALONG SAID R.O.W. LINE, IN COMMON WITH SOUTH LINE OF SAID LOT 3 AND OF THE HEREIN DESCRIBED TRACT, PASSING AT A DISTANCE OF 125.00 FEET A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 3, SAME BEING THE SOUTHWEST CORNER OF SAID LOT 2, AND CONTINUING ALONG SAID R.O.W. LINE, IN COMMON WITH SOUTH LINE OF SAID LOT 2 AND OF THE HEREIN DESCRIBED TRACT, PASSING AT A DISTANCE OF 250.04 FEET A POINT BEING THE SOUTHEAST CORNER OF SAID LOT 2, SAME BEING THE SOUTHWEST CORNER OF SAID LOT 1, AND CONTINUING ALONG SAID R.O.W. LINE, IN COMMON WITH SOUTH LINE OF SAID LOT 1 AND OF THE HEREIN DESCRIBED TRACT, A TOTAL DISTANCE OF 427.93 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 4.7261 ACRES (205,869 SQUARE FEET) OF LAND.

STATE OF TEXAS
COUNTY OF HARRIS

WE, N.T. BREAUX AND DOT BREAUX, ACTING BY AND THROUGH BREAUX HOLDINGS, LLC, BEING SOLE OWNERS OF BREAUX HOLDINGS, LLC, SAME BEING THE MANAGING PARTNER OF BREAUX PROPERTIES, LTD., A TEXAS LIMITED PARTNERSHIP HEREIN AFTER REFERRED TO AS OWNERS OF THE 4.3402 ACRE TRACT, KNOWN AS LOT 1, BLOCK 1 AS SHOWN ON THE ABOVE AND FOREGOING PLAT OF BREAUX MACHINE WORKS NORTH, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LIENS, DEDICATIONS, RESTRICTIONS, AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIR, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNER HAS DEDICATED AND BY THESE PRESENTS DO 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.

THIS DEDICATION IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING EXCEPTIONS:

- ALL PRESENTLY RECORDED AND VALIDLY EXISTING OIL/GAS PIPELINE EASEMENTS; AND
- ALL RIGHTS OF PARTIES GRANTED PURSUANT TO DOCUMENTES PRESENTLY RECORDED IN THE REAL PROPERTY RECORDS OF HARRIS COUNTY.

IN TESTIMONY WHEREOF, BREAUX PROPERTIES, LLP HAS CAUSED THESE PRESENTS TO BE SIGNED BY N.T. BREAUX AND DOT BREAUX.

WITNESS OUR HAND IN THE CITY OF TOMBALL, TEXAS THIS 2 DAY OF December 2013

N.T. Breaux
N.T. BREAUX

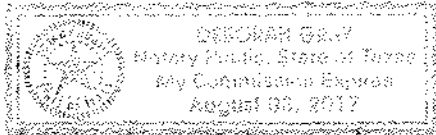
Dot Breaux
DOT BREAUX

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED N.T. BREAUX AND DOT BREAUX KNOWN TO ME TO BE THE PERSONS WHOSE NAMES ARE 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 BREAUX PROPERTIES, LTD., A TEXAS LIMITED PARTNERSHIP.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 2 DAY OF December 2013.

Deborah May
NOTARY PUBLIC IN AND THE FOR
STATE OF TEXAS
MY COMMISSION EXPIRES: 08/08/17



STATE OF TEXAS
COUNTY OF HARRIS

I, MICHAEL E. MCCOY, ON BEHALF OF MRH GP, LC, GENERAL PARTNER OF MRHE, LP, A TEXAS LIMITED PARTNERSHIP HEREIN REFERRED TO AS OWNER, OF THAT CERTAIN 0.3859 ACRE TRACT REFERRED TO AS UNRESTRICTED RESERVE "A" AS SHOWN ON THE ABOVE AND AND FOREGOING PLAT OF BREAUX MACHINE WORKS NORTH, DO HEREBY MAKE AND ESTABLISH SAID SUBDIVISION OF SAID PROPERTY ACCORDING TO THE LIENS, DEDICATIONS, RESTRICTIONS, AND NOTATIONS ON SAID PLAT AND HEREBY DEDICATE TO THE USE OF THE PUBLIC FOREVER, ALL STREETS, ALLEYS, PARKS, WATERCOURSES, DRAINS, EASEMENTS, AND PUBLIC PLACES SHOWN THEREON FOR THE PURPOSES AND CONSIDERATIONS THEREIN EXPRESSED; AND DO HEREBY BIND OURSELVES, OUR HEIR, SUCCESSORS AND ASSIGNS TO WARRANT AND FOREVER DEFEND THE TITLE TO THE LAND SO DEDICATED.

FURTHER, OWNER HAS DEDICATED AND BY THESE PRESENTS DO 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.

THIS DEDICATION IS MADE AND ACCEPTED SUBJECT TO THE FOLLOWING EXCEPTIONS:

- ALL PRESENTLY RECORDED AND VALIDLY EXISTING OIL/GAS PIPELINE EASEMENTS; AND
- ALL RIGHTS OF PARTIES GRANTED PURSUANT TO DOCUMENTES PRESENTLY RECORDED IN THE REAL PROPERTY RECORDS OF HARRIS COUNTY.

IN TESTIMONY WHEREOF, MRHE LP, A TEXAS LIMITED PARTNERSHIP HAS CAUSED THESE PRESENTS TO BE SIGNED BY MICHAEL E. MCCOY, ON BEHALF OF MRH GP, LC, GENERAL PARTNER OF MRHE, LP, A TEXAS LIMITED PARTNERSHIP

WITNESS OUR HAND IN THE CITY OF SAN MARCOS, TEXAS THIS 27 DAY OF NOV 2013

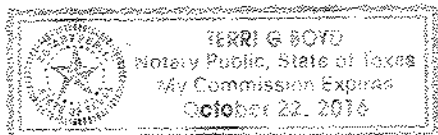
Michael E. McCoy
MICHAEL E. MCCOY
ON BEHALF OF MRH GP, LC
GENERAL PARTNER OF MRHE, LP

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, THE UNDERSIGNED AUTHORITY, ON THIS DAY PERSONALLY APPEARED MICHAEL E. MCCOY, 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 MRH GP, LC, GENERAL PARTNER OF MHRE, LP, A TEXAS PARTNERSHIP.

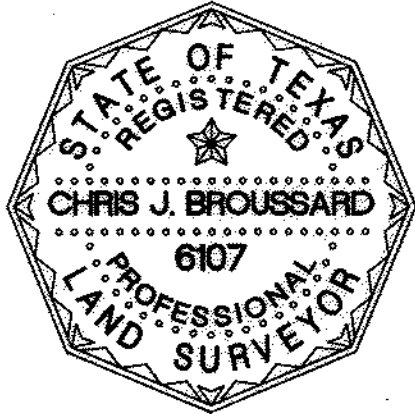
GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 27th DAY OF November 2013.

Jenni Boyd
NOTARY PUBLIC IN AND THE FOR
STATE OF TEXAS
MY COMMISSION EXPIRES: 10-22-2016



BROUSSARD LAND SURVEYING, LLC
1001 HERKIMER STREET HOUSTON TX 77008
832-409-6727 www.broussardlandsurveying.com
JOB NO.: BLS-1608

I, CHRISTOPHER J. BROUSSARD, AM REGISTERED UNDER THE LAWS OF THE STATE OF TEXAS TO PRACTICE THE PROFESSION OF SURVEYING AND HEREBY CERTIFY THAT THE ABOVE SUBDIVISION IS TRUE AND CORRECT, WAS PREPARED FROM AN ACTUAL SURVEY OF THE PROPERTY MADE UNDER MY SUPERVISION ON THE GROUND; THAT ALL BOUNDARY CORNERS, ANGLE POINTS, POINTS OF CURVATURE AND OTHER POINTS OF REFERENCE HAVE BEEN MARKED WITH IRON (OR OTHER SUITABLE PERMANENT METAL) PIPES OR RODS HAVING AN OUTSIDE DIAMETER OF NOT LESS THAN THREE QUARTER (3/4") INCH AND A LENGTH OF NOT LESS THAN THREE FEET; AND THAT THE PLAT BOUNDARY CORNERS HAVE BEEN TIED IN TO THE NEAREST INTERSECTION OF PUBLIC STREET RIGHT-OF-WAY.



Christopher J. Broussard
CHRISTOPHER J. BROUSSARD, R.P.L.S.
TEXAS REGISTRATION NO. 6107

THIS IS TO CERTIFY THAT THE PLANNING AND ZONING COMMISSION OF THE CITY OF TOMBALL, TEXAS, HAS APPROVED THIS PLAT AND SUBDIVISION OF BREAUX MACHINE WORKS NORTH 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.

BARBARA TAGUE
CHAIRMAN

DARRELL ROQUEMORE
VICE-CHAIRMAN

WE, THE CITY OF TOMBALL AND THE CITY ENGINEER OF THE CITY OF TOMBALL DO HEREBY CERTIFY THAT THIS PLAT OF BREAUX MACHINE WORKS NORTH IS IN COMPLIANCE WITH THE ORDINANCES OF THE CITY OF TOMBALL.

GEORGE SHACKELFORD
CITY MANAGER

Lori Lakatos
LORI LAKATOS, P.E.
CITY ENGINEER

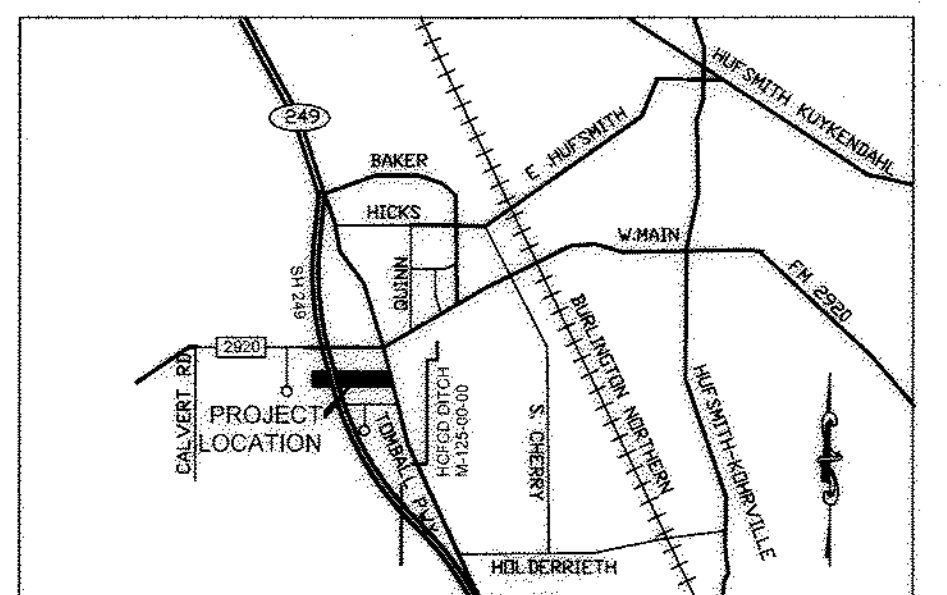
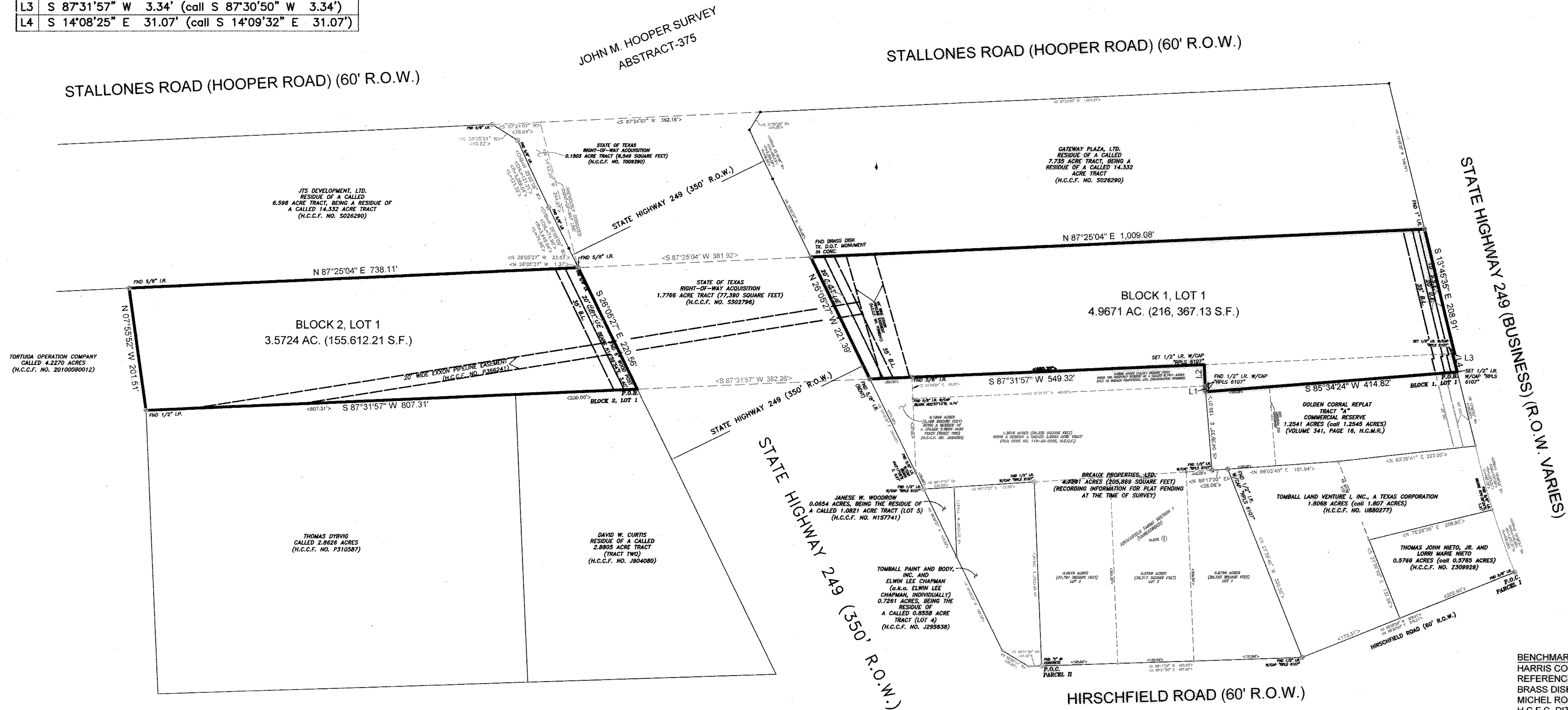
THIS IS TO CERTIFY THAT THE CITY ACCEPTS THE PLANNING AND ZONING COMMISSION'S AUTHORIZED APPROVAL AND ACCEPTANCE OF ALL DEDICATED PUBLIC EASEMENTS IN CONFORMANCE WITH THE LAWS OF THE STATE OF TEXAS AND THE ORDINANCE OF THE CITY OF TOMBALL AS SHOWN HEREON AND AUTHORIZED THE RECORDING OF THIS PLAT THIS _____ DAY OF _____ 2014.

BY: _____
GRETCHEN FAGAN, MAYOR

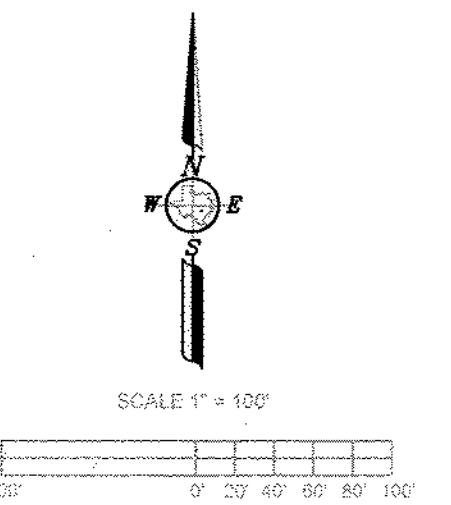
DORIS SPEER, CITY SECRETARY

PLAT OF
BREAUX MACHINE WORKS NORTH
A SUBDIVISION OF 4.7261 ACRES (205,869.07 SQUARE FEET) COMPOSED OF LOT 1, BLOCK 1
4.3402 ACRES (189,058.04 SQUARE FEET) 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
AND
UNRESTRICTED RESERVE "A" 0.3859 ACRES (16,8110.04 SQUARE FEET)
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
1 LOT 1 RESERVE 1 BLOCK
ADDRESS: 13842 HIRSCHFIELD ROAD TOMBALL TX 77377
OWNER:
DAVID S. BROUSSARD, P.E. BREAUX PROPERTIES LTD., A TEXAS LIMITED PARTNERSHIP
17527 HAWKIN LANE
TOMBALL, TEXAS 77377
JOB NO. D963
TOMBALL, TEXAS 77375
SHEET 2 OF 2

LINE TABLE				
L1	N 04°34'45" W	9.62'	(call N 04°35'52" W 9.62')	
L2	N 02°24'21" W	35.00'	(no record call)	
L3	S 87°31'57" W	3.34'	(call S 87°30'50" W 3.34')	
L4	S 14°08'25" E	31.07'	(call S 14°09'32" E 31.07')	



VICINITY MAP
NOT TO SCALE
KEY MAP 288-K



GENERAL NOTES:

1. AC. INDICATES ACRE
2. VOL. INDICATES VOLUME
3. PG. INDICATES PAGE
4. ESMT. INDICATES EASEMENT
5. B.L. INDICATES BUILDING LINE
6. R.O.W. INDICATES RIGHT-OF-WAY
7. H.C.C.F. NO. INDICATES HARRIS COUNTY CLERK'S FILE NUMBER
8. H.C.M.R. INDICATES HARRIS COUNTY MAP RECORDS
9. H.C.D.R. INDICATES HARRIS COUNTY DEED RECORDS
10. D INDICATES FOUND CONTROLLING MONUMENT FOR PROPERTY CORNER
11. UNLESS OTHERWISE INDICATED, THE BUILDING LINES (B.L.) WHETHER ONE OR MORE, SHOWN ON THIS SUBDIVISION PLAT ARE ESTABLISHED TO EVIDENCE COMPLIANCE WITH THE APPLICABLE PROVISIONS OF CODE OF ORDINANCES, CITY OF TOMBALL, TEXAS, IN EFFECT AT THE TIME THIS PLAT WAS APPROVED, WHICH MAY BE AMENDED FROM TIME TO TIME.
12. C.O.T.U.E. CITY OF TOMBALL UTILITY EASEMENT

FLOOD INFORMATION:
ACCORDING TO FEMA FIRM PANEL NO. 48201-C-0210-L (EFFECTIVE DATE 06/18/07), THIS PROPERTY IS IN ZONE "X" AND IS NOT IN THE 1% ANNUAL CHANCE FLOOD PLAIN.

PUBLIC EASEMENTS:

PUBLIC EASEMENTS DENOTED ON THIS PLAT ARE HEREBY DEDICATED TO THE PUBLIC FOREVER. ANY PUBLIC UTILITY, INCLUDING THE CITY OF TOMBALL, SHALL HAVE THE RIGHT AT ALL TIMES, OF INGRESS AND EGRESS TO AND FROM AND UPON SAID EASEMENTS FOR THE PURPOSE OF CONSTRUCTION, RECONSTRUCTION, INSPECTION, PATROLLING, MAINTAINING AND ADDING TO OR REMOVING ALL OR PART OF ITS RESPECTIVE SYSTEMS WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE PERMISSION OF THE PROPERTY OWNER, SUBJECT TO THE EXCEPTIONS IN THE DEDICATION, 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, OR OTHER GROWTHS OR IMPROVEMENTS THAT IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, MAINTENANCE OR EFFICIENCY OF ITS RESPECTIVE SYSTEMS ON ANY PART OF THE EASEMENTS SHOWN ON THIS PLAT, AND NEITHER THE CITY OF TOMBALL NOR ANY PUBLIC UTILITY SHALL BE RESPONSIBLE FOR THE REPLACING OR REIMBURSING THE PROPERTY OWNER DUE TO REMOVAL OR RELOCATION OF ANY OBSTRUCTION ON THE PUBLIC EASEMENTS.

- NOTE 1: ALL OIL/GAS PIPELINES OR PIPELINE EASEMENTS WITH OWNERSHIP THROUGH THE SUBDIVISION HAVE BEEN SHOWN.
- NOTE 2: ALL OIL/GAS WELLS WITH OWNERSHIP (PLUGGED, ABANDONED, AND/OR ACTIVE) THROUGH THE SUBDIVISION HAVE BEEN SHOWN.
- NOTE 3: NO BUILDING OR STRUCTURE SHALL BE CONSTRUCTED ACROSS ANY PIPELINES, BUILDING LINES, AND/OR EASEMENTS. BUILDING SET BACK LINES WILL BE REQUIRED ADJACENT TO OIL/GAS PIPELINES. THE SETBACKS AT A MINIMUM SHOULD BE 15 FEET OFF THE CENTERLINE OF LOW PRESSURE GAS LINES AND 30 FEET OFF THE CENTERLINE OF HIGH PRESSURE GAS LINES.
- NOTE 4: THIS PLAT DOES NOT ATTEMPT TO AMEND OR REMOVE ANY VALID COVENANTS OR RESTRICTIONS.
- NOTE 5: THE BUILDING LINES SHOWN ON THIS PLAT SHALL BE IN ADDITION TO, AND SHALL NOT LIMIT OR REPLACE ANY BUILDING LINE REQUIRED BY THE CITY OF TOMBALL CODE OF ORDINANCES AT THE TIME OF THE DEVELOPMENT OF THE PROPERTY.
- NOTE 6: THE BASIS OF BEARINGS IS THE UNRECORDED PLAT OF HIRSCHFIELD FARMS SECTION 1.

REPLAT OF McCOY'S BUILDING SUPPLY - TOMBALL

8.5395 ACRES (371,979.34 S.F.) CONSISTING OF
2 LOTS 2 BLOCKS

ALL OF THAT CERTAIN TRACT OF LAND BEING 8.5395 ACRES (371,979.34 SQUARE FEET) BEING COMPRISED OF A 4.9671 ACRE (216,367.13 SQUARE FEET) EASTERLY RESIDUAL TRACT OF LAND HEREBY KNOWN AS BLOCK 1, LOT 1, AND A 3.5724 (155,612.21 SQUARE FEET) ACRE WESTERLY RESIDUAL TRACT OF LAND HEREBY KNOWN AS BLOCK 2, LOT 1, (TRACTS SEPARATED BY A 350 FOOT WIDE RIGHT-OF-WAY ACQUISITION FOR STATE HIGHWAY 249), SAID PARCELS BEING OUT OF AND A PART OF A CALLED 10.702 ACRE TRACT KNOWN AS BLOCK 1, RESTRICTED RESERVE "A" (RESTRICTED TO NON RESIDENTIAL USE) OF MCCOY'S BUILDING SUPPLY-TOMBALL AS RECORDED IN FILM CODE NO. 368124, HARRIS COUNTY MAP RECORDS (H.C.M.R.), HARRIS COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS: (BEARINGS BASED ON SAID RECORDED PLAT AND TEXAS DEPARTMENT OF TRANSPORTATION RIGHT-OF-WAY MAPS: PART 4, SHEETS 8 AND 9, PERFORMED BY CRSS COMMERCIAL GROUP, INC.)

OWNER:
MRH GP, LC GENERAL PARTNER OF MRHE, LP A TEXAS PARTNERSHIP
1350 IH 35 NORTH
SAN MARCOS, TEXAS 78666

BROUSSARD LAND SURVEYING, LLC
1001 HERANMER STREET HOUSTON TX 77008
www.broussardlandsurveying.com
JOB NO.: BLG-1608
628-409-8727

DAVID S. BROUSSARD, P.E.
17527 HAWKRIE LANE
TOMBALL, TEXAS 77573
JOB NO. 0983

THENCE SOUTH 14°08'25" EAST (CALL SOUTH 14°09'32" EAST), CONTINUING ALONG SAID RIGHT-OF-WAY LINE, IN COMMON WITH AN EASTERLY LINE OF THE HEREIN DESCRIBED TRACT A DISTANCE OF 31.07 FEET (CALL 31.07 FEET) TO THE POINT OF BEGINNING AND CONTAINING 4.9671 ACRES (216,367 SQUARE FEET).



THENCE SOUTH 26°05'27" EAST (CALL SOUTH 26°13'13" EAST), ALONG SAID WEST RIGHT-OF-WAY LINE, IN COMMON WITH THE EAST LINE OF THE HEREIN DESCRIBED TRACT A DISTANCE OF 229.56 FEET (CALL 220.14 FEET) TO THE POINT OF BEGINNING AND CONTAINING 3.5724 ACRES (155,612 SQUARE FEET) OF LAND.

DORIS SPEER, CITY SECRETARY

SHEET 2 OF 2

Regular City Council

Agenda Item

Data Sheet

Meeting Date: March 3, 2014

Topic:

Approve Professional Services Agreement with R.G. Miller Engineers, Inc. for a 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.

Background:

Stormwater discharges from small municipal separate storm sewer systems (MS4s) are regulated under the National Pollutant Discharge Elimination System (NPDES). When the State of Texas was delegated the authority to administer the NPDES program it became the Texas Pollutant Discharge Elimination System (TPDES). The TPDES Phase II (Small) MS4 General Permit TXR040000 was adopted originally in 2007 and it was renewed December 11, 2013. TCEQ notified the City with the completion of the 2010 Census that the City of Tomball is located within an urbanized area and is required to comply with the permitting requirements for stormwater discharges (see attached).

A Request for Qualifications was requested from 14 engineering firms, 9 firms submitted. After review of all submittals, city staff accepted RG Miller Engineers, Inc. based on their experience and project approach. City staff negotiated and prepared a professional services agreement to prepare the City's Storm Water Management Program and Notice of Intent to Texas Commission on Environmental Quality.

Origination:

Recommendation:

Engineering recommends approval.

Funding: Yes

Account Number: 100-156-6302

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

Engineering Division

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

ATTACHMENTS:

TCEQ MS4 Letter 12/11/13

TCEQ TPDES Phase II MS4 General Permit TXR040000

Professional Services Agreement - RG Miller Engineers

SWMP Scope



TEXAS COMMISSION ON ENVIRONMENTAL QUALITY

Protecting Texas by Reducing and Preventing Pollution

December 11, 2013

Name of New MS4
Street Address
City, Texas Zip

Re: Newly Regulated MS4s Based on the 2010 Census Urbanized Area Maps and
Upcoming Renewal of the Phase II (Small) MS4 General Permit, TXRo40000

Dear New MS4:

Stormwater discharges from small municipal separate storm sewer systems (MS4s) are regulated under the National Pollutant Discharge Elimination System (NPDES) by the U.S. Environmental Protection Agency (EPA) under the Phase II Stormwater Rule, which was finalized in 1999. The EPA delegated the authority to administer the NPDES program to the Texas Commission on Environmental Quality (TCEQ) in 1998, via the Texas Pollutant Discharge Elimination System (TPDES). Under a Memorandum of Agreement (MOA) with EPA, TCEQ is required to issue permits and enforce all federal rules under the National Clean Water Act (CWA) in addition to the state rules and regulations.

You are receiving this letter because the latest decennial Census, conducted by the United States Bureau of Census, shows that all or part of your jurisdiction is located within an urbanized area (UA). Therefore, in accordance with federal rules, if you own or operate an MS4, you may be subject to the CWA's stormwater permitting requirements specified in Title 40 of the Code of Federal Regulations (CFR) §122.32(a)(1). A reference map identifying the 2010 Census UAs within your jurisdiction can be found on the following website:
www.epa.gov/npdes/stormwater/urbanmaps

Please notify us upon receipt of this letter, so that we can update our records, if any of the following apply:

- If you believe that your jurisdiction or service area is not located, at least in part, within a UA based on either the 2000 or the 2010 Census data,
- If you are not the owner of the MS4,
- If you have delegated responsibility for the operation of your MS4 to another MS4, or
- If you are not the appropriate contact.

This letter is a notification that the TCEQ amended and renewed the TPDES Phase II (Small) MS4 General Permit TXRo40000 that became effective on August 13, 2007, which authorizes the discharge of stormwater from MS4s into surface water in the state. The renewed permit was adopted by the Commission on December 11, 2013.

Even if your MS4 jurisdiction is regulated under this general permit, by being totally or partially located within a UA, your MS4 may still be eligible for a waiver from this general permit if it meets the requirements specified in 40 CFR §§122.32(d) and (e) and summarized in the attached factsheet.

Unless a waiver is granted, the federal regulations require that owners and operators of MS4s obtain a TPDES permit and develop and implement a program to minimize the discharge of pollutants through and from the MS4 into waters in the State. These programs must include, among other things:

- 1) educating the public about ways they can prevent wastes from entering the storm sewer system,
- 2) ensuring that construction sites implement appropriate erosion and sediment control measures,
- 3) ensuring that municipal operations minimize the amount of pollutants carried or discharged into the MS4,
- 4) ensuring that municipal facilities are operated and maintained to minimize the discharge of pollutants to the maximum extent practicable (MEP),
- 5) identifying and eliminating illicit connections or discharges into the MS4, and
- 6) ensuring that new development and redeveloped areas are designed to minimize the impact of stormwater discharges.

Your jurisdiction is likely implementing some of these activities and may claim credit for those under this general permit. A general overview and additional information about these requirements is included in the attached fact sheet.

The first step for the owner of a regulated small MS4 to come in compliance with these requirements is to prepare and submit a stormwater management program (SWMP) along with a notice of intent (NOI) to TCEQ to seek coverage under the new Phase II (Small) MS4 General Permit, TXRo40000, unless a waiver is applicable. Alternatively, you may apply for an individual MS4 permit rather than seek coverage under this general permit. In general, your SWMP should include information on best management practices and measurable goals that your jurisdiction plans to implement along with corresponding milestones and schedules. It is expected that by the end of the five-year permit term you will have fully developed and implemented your SWMP, meeting these milestones along the way.

You need to apply by paper:

- Submit the NOI and the SWMP **within 180 days after the effective date of the general permit.**
- Application fee is \$100.00.
- Authorization begins when you have been notified that TCEQ has approved your NOI and your SWMP, and you have met the public notice process described in the general permit.
- If you submit a Waiver, provisional coverage will begin thirty (30) calendar days after submittal (postmark date) to the TCEQ. Upon approval of your Waiver or NOI by the TCEQ, you will receive an authorization certificate that lasts until the expiration of the general permit, unless you cancel coverage before that date.

The new **NOI Form No. 20368** and **Waiver Form No. 20369** for the new permit are available on the TCEQ website at:

http://www.tceq.texas.gov/comm_exec/forms_pubs/search_forms.html

Note that the previous NOI and Waiver forms will no longer be valid.

The specific requirements for information to include in the NOI can be found in the new general permit located on the TCEQ website at:

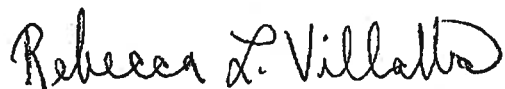
http://www.tceq.texas.gov/permitting/stormwater/WQ_ms4_small_TXRO4.html

The renewed general permit, fact sheet and Response to Comments are available on the TCEQ website at the same location.

Please feel free to contact the Small Business & Local Government Assistance Section (toll-free Hotline at 1-800-447-2827) or the Stormwater & Pretreatment Team (by e-mail at SWGP@tceq.texas.gov or by telephone at (512) 239-4671) for further assistance.

For a general overview of the MS4 program and examples of some of the reference materials available, please see the fact sheet included with this letter.

Sincerely,



Rebecca L. Villalba, Team Leader
Stormwater & Pretreatment Team (MC 148)
Water Quality Division
Texas Commission on Environmental Quality

Enclosure

General Overview of the Stormwater Phase II Small MS4 Program Requirements

STORMWATER PROBLEMS

Stormwater runoff occurs when precipitation from rain and snowmelt events flows over land or impervious surfaces without soaking into the ground. When this runoff flows over paved streets, parking lots, and building rooftops, it accumulates trash, chemicals, sediment or other pollutants which are conveyed through municipal separate storm sewer systems, or MS4s, or directly to nearby waterbodies with little or no treatment. The volume and velocity of stormwater can also impact waterbodies. MS4 owners can use stormwater controls to reduce these stormwater impacts on their waters.

PROGRAM OVERVIEW

The EPA's existing Phase II Stormwater Rule, which was finalized in 1999, regulates operators of small municipal separate storm sewer systems, or MS4s, that are located within the boundaries of a Bureau of the Census-defined "urbanized area" based on the latest decennial Census. The Bureau of Census recently released its 2010 Census and this Census changes the boundaries of the urbanized area. Currently unregulated MS4s that are located within the new urbanized area boundaries are now subject to regulation, although waivers are available in some circumstances.

Owners/operators of these regulated small MS4s are required to develop programs to reduce the discharge of pollutants to the "maximum extent practicable" (MEP) to protect water quality. The Phase II Stormwater Rule defines a small MS4's stormwater management program as a program comprising six elements that, when implemented together, are expected to result in significant reductions of pollutants discharged into receiving water bodies.

These six MS4 program elements, termed "minimum control measures," are outlined below. For more information on each of these required control measures, see www.epa.gov/npdes/stormwater/swfinal



Public Education and Outreach: Distributing educational materials and performing outreach to inform citizens about the impacts polluted stormwater runoff discharges can have on water quality.



Public Participation/Involvement: Providing opportunities for citizens to participate in program development and implementation, including effectively publicizing public hearings and/or encouraging citizen representatives on a stormwater management panel.



Illicit Discharge Detection and Elimination: Developing and implementing a plan to detect and eliminate illicit discharges to the storm sewer system (includes developing a system map and informing the community about hazards associated with illegal discharges and improper disposal of waste).

What's an MS4?

The term Municipal Separate Storm Sewer System, or MS4, includes some storm sewer systems owned/operated by local governments, State departments of transportation, universities, local sewer districts, hospitals, military bases, and prisons. It can include a system of underground pipes, roads with drainage systems, curbs, gutters, storm drains, and ditches.



What's an urbanized area?

An urbanized area is a densely settled territory with a population of at least 50,000 people.





Construction Site Runoff Control: Developing, implementing, and enforcing an erosion and sediment control program for construction activities that disturb 1 or more acres of land (controls could include silt fences and temporary stormwater detention ponds).



Post-Construction Runoff Control: Developing, implementing, and enforcing a program to address discharges of post-construction stormwater runoff from new development and redevelopment areas. Applicable controls could include preventative actions such as protecting sensitive areas (e.g., wetlands) or the use of structural controls such as grassed swales or porous pavement.



Pollution Prevention/Good Housekeeping: Developing and implementing a program with the goal of preventing or reducing pollutant runoff from municipal operations. The program must include municipal staff training on pollution prevention measures and activities to reduce the amount of pollutants in stormwater (e.g., regular street sweeping, reduction in the use of pesticides or street salt, or frequent catch-basin cleaning).

WAIVERS

There are two waiver options available to operators of automatically designated small MS4s if discharges do not cause, or have the potential to cause, water quality impairment.

The first waiver applies to systems that:

- ✓ Serves a population of less than 1,000 people within the urbanized area;
- ✓ Are not contributing substantially to the pollutant loadings of a physically interconnected regulated MS4; and
- ✓ Demonstrate that stormwater controls are not needed based on wasteload allocations that are part of an EPA approved or established total maximum daily load, or TMDL, that addresses the pollutant(s) of concern If the system discharges any pollutants identified as a cause of impairment of any waterbody to which it discharges.

The second waiver applies to systems that:

- ✓ Serves a population of less than 10,000 people;
- ✓ Demonstrates that stormwater controls are not needed based on wasteload allocations that are part of an EPA approved or established TMDL that addresses the pollutant(s) of concern or an equivalent analysis; and
- ✓ It is determined that future discharges from the small MS4 do not have the potential to result in exceedances of water quality standards.

A total maximum daily load, or TMDL, is a water quality assessment that determines the source(s) of pollutants of concern for a particular waterbody, consider the maximum amount of pollutants the waterbody can assimilate, and then allocate to each source a set level of pollutants that it is allowed to discharge (i.e. a “wasteload allocation”).



AVAILABLE RESOURCES

There are many tools available to help MS4s as they implement their stormwater programs in an effective and cost-efficient manner.

The stormwater website includes fact sheets, case studies, guidance documents, the National Menu of BMPs – a compilation of over 120 fact sheets on stormwater best management practices, measurable goals guidance, and other helpful information and is available at:



- www.epa.gov/npdes/stormwater/municipal

There are also a number of webcasts available that describe the basic elements of the stormwater program as well as provide examples of how communities are meeting their stormwater requirements. Scroll down to the “stormwater” section:

- www.epa.gov/npdes/training

Specific introductory webcasts you may find useful include:

- [Stormwater 101: The Basics](#)
- [Using Outreach and Public Involvement to Meet Your Stormwater Phase II Goals Webcast](#)
- [Developing Your IDDE Program \(IDDE 101\)](#)
- [Stormwater Phase II: Developing an Effective Municipal Stormwater Management Program For Construction Sites \(Construction 101\)](#)
- [Post-Construction Overview and Introduction to Smart Growth and Low Impact Development \(Post Construction 101\)](#)
- [Killing Two Birds with One Stone: Building a Local Program to Maintain Your Stormwater Practices and Prevent Pollution from Municipal Operations](#)



For Additional Information

TCEQ Contacts:

Small Business & Local Government Assistance Section

- Toll-free Hotline at 1-800-447-2827

Stormwater & Pretreatment Team

- by e-mail at SWGP@tceq.texas.gov or by telephone at (512) 239-4671

TCEQ Websites

Main Webpage: <http://www.tceq.texas.gov/>

Stormwater Program: <http://www.tceq.texas.gov/permitting/stormwater>

Phase II (Small) MS4: http://www.tceq.texas.gov/permitting/stormwater/WQ_ms4_small_TXRO4.html

EPA Websites

Stormwater Program: <http://www.epa.gov/npdes/stormwater>

Urbanized Area Information: <http://www.epa.gov/npdes/stormwater/urbanmaps>

Texas Commission on Environmental Quality

P.O. Box 13087, Austin, Texas 78711-3087



GENERAL PERMIT TO DISCHARGE UNDER THE TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM

under provisions of
402 of the Clean Water Act
and Chapter 26 of the Texas Water Code

This permit supersedes and replaces
TPDES General Permit No. TXRo40000, issued August 13, 2007

Small Municipal Separate Storm Sewer Systems
located in the state of Texas
may discharge directly to surface water in the state

only according to requirements and conditions set forth in this general permit, as well as the rules of the Texas Commission on Environmental Quality (TCEQ or Commission), the laws of the State of Texas, and other orders of the the TCEQ. The issuance of this general permit does not grant to the permittee the right to use private or public property for conveyance of stormwater and certain non-stormwater discharges along the discharge route. This includes property belonging to but not limited to any individual, partnership, corporation or other entity. Neither does this general permit authorize any invasion of personal rights nor any violation of federal, state, or local laws or regulations. It is the responsibility of the permittee to acquire property rights as may be necessary to use the discharge route.

This general permit and the authorization contained herein shall expire at midnight, five years after the permit effective date.

EFFECTIVE DATE: DEC 13 2013

ISSUED DATE: DEC 13 2013

A handwritten signature in black ink that reads "Bryan W. Shaw".

For the Commission

**TCEQ GENERAL PERMIT NUMBER TXR040000
RELATING TO DISCHARGES FROM
SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEMS**

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Part I. Definitions

Arid Areas - Areas with an average annual rainfall of less than ten (10) inches.

Best Management Practices (BMPs) - Schedules of activities, prohibitions of practices, maintenance procedures, structural controls, local ordinances, and other management practices to prevent or reduce the discharge of pollutants. BMPs also include treatment requirements, operating procedures, and practices to control runoff, spills or leaks, waste disposal, or drainage from raw material storage areas.

Catch basins - Storm drain inlets and curb inlets to the storm drain system. Catch basins typically include a grate or curb inlet that may accumulate sediment, debris, and other pollutants.

Classified Segment - A water body that is listed and described in Appendix A or Appendix C of the Texas Surface Water Quality Standards, at 30 Texas Administrative Code (TAC) § 307.10.

Clean Water Act (CWA) - The Federal Water Pollution Control Act or Federal Water Pollution Control Act Amendments of 1972, Pub.L. 92-500, as amended Pub. L. 95-217, Pub. L. 95-576, Pub. L. 96-483 and Pub. L. 97-117, 33 U.S.C. 1251 et. seq.

Common Plan of Development or Sale - A construction activity that is completed in separate stages, separate phases, or in combination with other construction activities. A common plan of development or sale is identified by the documentation for the construction project that identifies the scope of the project, and may include plats, blueprints, marketing plans, contracts, building permits, a public notice or hearing, zoning requests, or other similar documentation and activities.

Construction Activity - Soil disturbance, including clearing, grading, and excavating; and not including routine maintenance that is performed to maintain the original line and grade, hydraulic capacity, or original purpose of the site (e.g., the routine grading of existing dirt roads, asphalt overlays of existing roads, the routine clearing of existing right-of-ways, and similar maintenance activities). Regulated construction activity is defined in terms of small and large construction activity.

Small Construction Activity is construction activity that results in land disturbance of equal to or greater than one (1) acre and less than five (5) acres of land. Small construction activity also includes the disturbance of less than one (1) acre of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than one (1) and less than five (5) acres of land.

Large Construction Activity is construction activity that results in land disturbance of equal to or greater than five (5) acres of land. Large construction activity also includes the disturbance of less than five (5) acres of total land area that is part of a larger common plan of development or sale if the larger common plan will ultimately disturb equal to or greater than five (5) acres of land.

Construction Site Operator - The entity or entities associated with a small or large construction project that meet(s) either of the following two criteria:

- (a) The entity or entities that have operational control over construction plans and specifications (including approval of revisions) to the extent necessary to meet the requirements and conditions of this general permit; or
- (b) The entity or entities that have day-to-day operational control of those activities at a construction site that are necessary to ensure compliance with a stormwater pollution

prevention plan (SWP3) for the site or other permit conditions (for example they are authorized to direct workers at a site to carry out activities required by the SWP3 or comply with other permit conditions).

Control Measure - Any BMP or other method used to prevent or reduce the discharge of pollutants to water in the state.

Conveyance - Curbs, gutters, man-made channels and ditches, drains, pipes, and other constructed features designed or used for flood control or to otherwise transport stormwater runoff.

Discharge – When used without a qualifier, refers to the discharge of stormwater runoff or certain non-stormwater discharges as allowed under the authorization of this general permit.

Edwards Aquifer - As defined in 30 TAC §213.3 (relating to the Edwards Aquifer), that portion of an arcuate belt of porous, water-bearing, predominantly carbonate rocks known as the Edwards and Associated Limestones in the Balcones Fault Zone trending from west to east to northeast in Kinney, Uvalde, Medina, Bexar, Comal, Hays, Travis, and Williamson Counties; and composed of the Salmon Peak Limestone, McKnight Formation, West Nueces Formation, Devil's River Limestone, Person Formation, Kainer Formation, Edwards Formation, and Georgetown Formation. The permeable aquifer units generally overlie the less-permeable Glen Rose Formation to the south, overlie the less-permeable Comanche Peak and Walnut Formations north of the Colorado River, and underlie the less-permeable Del Rio Clay regionally.

Edwards Aquifer Recharge Zone - Generally, that area where the stratigraphic units constituting the Edwards Aquifer crop out, including the outcrops of other geologic formations in proximity to the Edwards Aquifer, where caves, sinkholes, faults, fractures, or other permeable features would create a potential for recharge of surface waters into the Edwards Aquifer. The recharge zone is identified as that area designated as such on official maps located in the offices of the TCEQ or the TCEQ website.

Final Stabilization - A construction site where any of the following conditions are met:

- (a) All soil disturbing activities at the site have been completed and a uniform (for example, evenly distributed, without large bare areas) perennial vegetative cover with a density of 70 percent of the native background vegetative cover for the area has been established on all unpaved areas and areas not covered by permanent structures, or equivalent permanent stabilization measures (such as the use of riprap, gabions, or geotextiles) have been employed.
- (b) For individual lots in a residential construction site by either:
 - (1) The homebuilder completing final stabilization as specified in condition (a) above; or
 - (2) The homebuilder establishing temporary stabilization for an individual lot prior to the time of transfer of the ownership of the home to the buyer and after informing the homeowner of the need for, and benefits of, final stabilization.
- (c) For construction activities on land used for agricultural purposes (for example pipelines across crop or range land), final stabilization may be accomplished by returning the disturbed land to its preconstruction agricultural use. Areas disturbed that were not previously used for agricultural activities, such as buffer strips immediately adjacent to a surface water and areas which are not being returned to their preconstruction agricultural use must meet the final stabilization conditions of condition (a) above.

- (d) In arid, semi-arid, and drought-stricken areas only, all soil disturbing activities at the site have been completed and both of the following criteria have been met:
- (1) Temporary erosion control measures (e.g., degradable rolled erosion control product) are selected, designed, and installed along with an appropriate seed base to provide erosion control for at least three years without active maintenance by the operator, and
 - (2) The temporary erosion control measures are selected, designed, and installed to achieve 70 percent vegetative coverage within three years.

General Permit - A permit issued to authorize the discharge of waste into or adjacent to water in the state for one or more categories of waste discharge within a geographical area of the state or the entire state as provided by Texas Water Code (TWC) §26.040.

Groundwater Infiltration - For the purposes of this permit, groundwater that enters a municipal separate storm sewer system (including sewer service connections and foundation drains) through such means as defective pipes, pipe joints, connections, or manholes.

High Priority Facilities - High priority facilities are facilities with a high potential to generate stormwater pollutants. These facilities must include, at a minimum, the MS4 operator's maintenance yards, hazardous waste facilities, fuel storage locations, and other facilities where chemicals or other materials have a high potential to be discharged in stormwater. Among the factors that must be considered when giving a facility a high priority ranking are: the amount of urban pollutants stored at the site, the identification of improperly stored materials, activities that must not be performed outside (for example, changing automotive fluids, vehicle washing), proximity to waterbodies, proximity to sensitive aquifer recharge features, poor housekeeping practices, and discharge of pollutant(s) of concern to impaired water(s).

Hyperchlorinated Water – Water resulting from hyperchlorination of waterlines or vessels, with a chlorine concentration greater than 10 milligrams per liter (mg/L).

Illicit Connection - Any man-made conveyance connecting an illicit discharge directly to a municipal separate storm sewer.

Illicit Discharge - Any discharge to a municipal separate storm sewer that is not entirely composed of stormwater, except discharges pursuant to this general permit or a separate authorization and discharges resulting from emergency fire fighting activities.

Impaired Water - A surface water body that is identified on the latest approved CWA §303(d) List as not meeting applicable state water quality standards. Impaired waters include waters with approved or established total maximum daily loads (TMDLs), and those where a TMDL has been proposed by TCEQ but has not yet been approved or established.

Indian Country - Defined in 18 USC § 1151 as: (a) All land within the limits of any Indian reservation under the jurisdiction of the United States (U.S.) Government, notwithstanding the issuance of any patent, and including rights-of-way running through the reservation; (b) All dependent Indian communities within the borders of the U.S. whether within the original or subsequently acquired territory thereof, and whether within or without the limits of a state; and (c) All Indian allotments, the Indian titles to which have not been extinguished, including rights-of-way running through the same. This definition includes all land held in trust for an Indian tribe.

Indicator Pollutant - An easily measured pollutant, that may or may not impact water quality that indicates the presence of other stormwater pollutants.

Industrial Activity - Any of the ten (10) categories of industrial activities included in the definition of “stormwater discharges associated with industrial activity” as defined in 40 Code of Federal Regulations (CFR) §122.26(b)(14)(i)-(ix) and (xi).

Maximum Extent Practicable (MEP) - The technology-based discharge standard for municipal separate storm sewer systems (MS4s) to reduce pollutants in stormwater discharges that was established by the CWA § 402(p). A discussion of MEP as it applies to small MS4s is found in 40 CFR § 122.34.

MS4 Operator - For the purpose of this permit, the public entity or the entity contracted by the public entity, responsible for management and operation of the small municipal separate storm sewer system that is subject to the terms of this general permit.

Municipal Separate Storm Sewer System (MS4) - A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, man-made channels, or storm drains):

- (a) Owned or operated by the U.S., a state, city, town, borough, county, parish, district, association, or other public body (created by or pursuant to state law) having jurisdiction over the disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under the CWA §208 that discharges to surface water in the state;
- (b) That is designed or used for collecting or conveying stormwater;
- (c) That is not a combined sewer; and
- (d) That is not part of a publicly owned treatment works (POTW) as defined in 40 CFR §122.2.

Non-traditional Small MS4 - A small MS4 that often cannot pass ordinances and may not have the enforcement authority like a traditional small MS4 would have to enforce the stormwater management program. Examples of non-traditional small MS4s include counties, transportation authorities (including the Texas Department of Transportation), municipal utility districts, drainage districts, military bases, prisons and universities.

Notice of Change (NOC) - A written notification from the permittee to the executive director providing changes to information that was previously provided to the agency in a notice of intent.

Notice of Intent (NOI) - A written submission to the executive director from an applicant requesting coverage under this general permit.

Notice of Termination (NOT) - A written submission to the executive director from a permittee authorized under a general permit requesting termination of coverage under this general permit.

Outfall - A point source at the point where a small MS4 discharges to waters of the U.S. and does not include open conveyances connecting two municipal separate storm sewers, or pipes, tunnels, or other conveyances that connect segments of the same stream or other waters of the U.S. and are used to convey waters of the U.S. For the purpose of this permit, sheet flow leaving a linear transportation system without channelization is not considered an outfall. Point sources such as curb cuts; traffic or right-of-way barriers with drainage slots that drain into open culverts, open swales or an adjacent property, or otherwise not actually discharging into waters of the U.S. are not considered an outfall.

Permittee - The MS4 operator authorized under this general permit.

Point Source - (from 40 CFR § 122.22) any discernible, confined, and discrete conveyance, including but not limited to, any pipe, ditch, channel, tunnel, conduit, well, discrete fissure, container, rolling stock, concentrated animal feeding operation, landfill leachate collection system, vessel or other floating craft from which pollutants are or may be discharged. This term does not include return flows from irrigated agriculture or agricultural stormwater runoff.

Pollutant(s) of Concern – For the purpose of this permit, includes biochemical oxygen demand (BOD), sediment or a parameter that addresses sediment (such as total suspended solids (TSS), turbidity or siltation), pathogens, oil and grease, and any pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from an MS4. (Definition from 40 CFR § 122.32(e)(3)).

Redevelopment - Alterations of a property that changed the "footprint" of a site or building in such a way that there is a disturbance of equal to or greater than one (1) acre of land. This term does not include such activities as exterior remodeling, routine maintenance activities, and linear utility installation.

Semiarid Areas - Areas with an average annual rainfall of at least ten (10) inches, but less than 20 inches.

Small Municipal Separate Storm Sewer System (MS4) – A conveyance or system of conveyances (including roads with drainage systems, municipal streets, catch basins, curbs, gutters, ditches, manmade channels, or storm drains):

- (a) Owned or operated by the U.S., a state, city, town, borough, county, district, association, or other public body (created by or pursuant to State law) having jurisdiction over disposal of sewage, industrial wastes, stormwater, or other wastes, including special districts under state law such as a sewer district, flood control district or drainage district, or similar entity, or an Indian tribe or an authorized Indian tribal organization, or a designated and approved management agency under CWA § 208;
- (b) Designed or used for collecting or conveying stormwater;
- (c) Which is not a combined sewer;
- (d) Which is not part of a publicly owned treatment works (POTW) as defined in 40 CFR § 122.2; and
- (e) Which was not previously regulated under a National Pollutant Discharge Elimination System (NPDES) or a Texas Pollutant Discharge Elimination System (TPDES) individual permit as a medium or large municipal separate storm sewer system, as defined in 40 CFR §§122.26(b)(4) and (b)(7).

This term includes systems similar to separate storm sewer systems at military bases, large hospitals or prison complexes, and highways and other thoroughfares. This term does not include separate storm sewers in very discrete areas, such as individual buildings. For the purpose of this permit, a very discrete system also includes storm drains associated with certain municipal offices and education facilities serving a nonresidential population, where those storm drains do not function as a system, and where the buildings are not physically interconnected to a small MS4 that is also operated by that public entity.

Stormwater and Stormwater Runoff - Rainfall runoff, snow melt runoff, and surface runoff and drainage.

Stormwater Associated with Construction Activity - Stormwater runoff from an area where there is either a large construction or a small construction activity.

Stormwater Management Program (SWMP) - A comprehensive program to manage the quality of discharges from the municipal separate storm sewer system.

Structural Control (or Practice) - A pollution prevention practice that requires the construction of a device, or the use of a device, to capture or prevent pollution in stormwater runoff. Structural controls and practices may include but are not limited to: wet ponds, bioretention, infiltration basins, stormwater wetlands, silt fences, earthen dikes, drainage swales, vegetative lined ditches, vegetative filter strips, sediment traps, check dams, subsurface drains, storm drain inlet protection, rock outlet protection, reinforced soil retaining systems, gabions, and temporary or permanent sediment basins.

Surface Water in the State - Lakes, bays, ponds, impounding reservoirs, springs, rivers, streams, creeks, estuaries, wetlands, marshes, inlets, canals, the Gulf of Mexico inside the territorial limits of the state (from the mean high water mark (MHW) out 10.36 miles into the Gulf), and all other bodies of surface water, natural or artificial, inland or coastal, fresh or salt, navigable or nonnavigable, and including the beds and banks of all water courses and bodies of surface water, that are wholly or partially inside or bordering the state or subject to the jurisdiction of the state; except that waters in treatment systems which are authorized by state or federal law, regulation, or permit, and which are created for the purpose of waste treatment are not considered to be water in the state.

Total Maximum Daily Load (TMDL) - The total amount of a substance that a water body can assimilate and still meet the Texas Surface Water Quality Standards.

Traditional Small MS4 - A small MS4 that can pass ordinances and have the enforcement authority to enforce the stormwater management program. An example of traditional MS4s includes cities.

Urbanized Area (UA) - An area of high population density that may include multiple small MS4s as defined and used by the U.S. Census Bureau in the 2000 and the 2010 Decennial census.

Waters of the United States - (According to 40 CFR § 122.2) Waters of the United States or waters of the U.S. means:

- (a) All waters which are currently used, were used in the past, or may be susceptible to use in interstate or foreign commerce, including all waters which are subject to the ebb and flow of the tide;
- (b) All interstate waters, including interstate wetlands;
- (c) All other waters such as intrastate lakes, rivers, streams (including intermittent streams), mudflats, sandflats, wetlands, sloughs, prairie potholes, wet meadows, playa lakes, or natural ponds that the use, degradation, or destruction of which would affect or could affect interstate or foreign commerce including any such waters:
 - (1) Which are or could be used by interstate or foreign travelers for recreational or other purposes;
 - (2) From which fish or shellfish are or could be taken and sold in interstate or foreign commerce; or
 - (3) Which are used or could be used for industrial purposes by industries in interstate commerce;

- (d) All impoundments of waters otherwise defined as waters of the United States under this definition;
- (e) Tributaries of waters identified in paragraphs (a) through (d) of this definition;
- (f) The territorial sea; and
- (g) Wetlands adjacent to waters (other than waters that are themselves wetlands) identified in paragraphs (a) through (f) of this definition.

Waste treatment systems, including treatment ponds or lagoons designed to meet the requirements of the CWA (other than cooling ponds as defined in 40 CFR § 423.11(m) which also meet the criteria of this definition) are not waters of the U.S. This exclusion applies only to manmade bodies of water which neither were originally created in waters of the U.S. (such as disposal area in wetlands) nor resulted from the impoundment of waters of the U.S. Waters of the U.S. do not include prior converted cropland. Notwithstanding the determination of an area's status as prior converted cropland by any other federal agency, for the purposes of the CWA, the final authority regarding the CWA jurisdiction remains with the EPA.

Part II. Permit Applicability and Coverage

This general permit provides authorization for stormwater and certain non-stormwater discharges from small municipal separate storm sewer systems (MS4) to surface water in the state. The general permit contains requirements applicable to all small MS4s that are eligible for coverage under this general permit.

Section A. Small MS4s Eligible for Authorization under this General Permit

Discharges from a small MS4 must be authorized if any of the following criteria are met and may be authorized under this general permit if coverage is not otherwise prohibited.

1. Small MS4s Located in an Urbanized Area

Operators of small MS4s that are fully or partially located within an urbanized area (UA), as determined by the 2000 or 2010 Decennial Census by the U.S. Bureau of Census, must obtain authorization for the discharge of stormwater runoff and are eligible for coverage under this general permit unless otherwise prohibited.

2. Designated Small MS4s

A small MS4 that is outside an urbanized area that is *designated* by TCEQ based on evaluation criteria as required by 40 CFR § 122.32(a)(2) or 40 CFR § 122.26(a)(1)(v) and adopted by reference in Title 30, TAC § 281.25, is eligible for coverage under this general permit. Following designation, operators of small MS4s must obtain authorization under this general permit or apply for coverage under an individual TPDES stormwater permit within 180 days of notification of their designation.

3. Operators of Previously Permitted Small MS4s

Operators of small MS4s that were covered under the previous TPDES general permit for small MS4s (TXRo40000, Issued and Effective on August 13, 2007) must reapply for permit coverage, or must obtain a waiver if applicable (see Part II.B, related to Obtaining a Waiver.)

4. Regulated Portion of Small MS4

The portion of the small MS4 that is required to meet the conditions of this general permit are those portions that are located within the UA as defined and used by the U.S. Census Bureau in the 2000 or 2010 census, as well as any portion of the small MS4 that is designated by TCEQ.

For the purpose of this permit, the regulated portion of a small MS4 for a transportation entity is the land owned by the permittee within the UA which functions as, or is integral to a transportation system with drainage conveyance. Non-contiguous property that does not drain into the transportation drainage system is not subject to this general permit.

5. Categories of Regulated Small MS4s

This permit defines MS4 operators by the following categories, or levels, based on the population served within the 2010 UA. The level of a small MS4 may change during the permit term based on the MS4 operator acquiring or giving up regulated area, such as by annexing land or if land is annexed away. However, the level of a small MS4 will not change during the permit term based on population fluctuation.

- (a) Level 1: Operators of traditional small MS4s that serve a population of less than 10,000 within a UA;
- (b) Level 2: Operators of traditional small MS4s that serve a population of at least 10,000 but less than 40,000 within a UA. This category also includes all non-traditional small MS4s such as counties, drainage districts, transportation entities, military bases, universities, colleges, correctional institutions, municipal utility districts and other special districts regardless of population served within the UA, unless the non-traditional MS4 can demonstrate that it meets the criteria for a waiver from permit coverage based on the population served;
- (c) Level 3: Operators of traditional small MS4s that serve a population of at least 40,000 but less than 100,000 within a UA;
- (d) Level 4: Operators of traditional small MS4s that serve a population of 100,000 or more within a UA.

For the purpose of this section “serve a population” means the residential population within the regulated portion of the small MS4 based on the 2010 census, except for non-traditional small MS4s listed in (b) above.

Section B. Available Waivers from Coverage

The TCEQ may waive permitting requirements for small regulated MS4 operators if the criteria are met for Waiver Option 1 or 2 below. To obtain Waiver Option 1, the MS4 operator must submit the request on a waiver form provided by the executive director. To obtain Waiver Option 2, the MS4 operator must contact the executive director and coordinate the activities required to meet the waiver conditions. A provisional waiver from permitting requirements begins 30 days after an administratively complete waiver form is postmarked for delivery to the TCEQ. Following review of the waiver form, the executive director may: (1) Determine that the waiver form is technically complete and approve the waiver by providing a notification and a waiver number; (2) Determine that the waiver form is incomplete and deny the waiver until a completed waiver form is submitted; or (3) Deny the waiver and require that permit coverage be obtained.

If the conditions of a waiver are not met by the MS4 operator, then the MS4 operator must submit an application for coverage under this general permit or a separate TPDES permit application.

At any time the TCEQ may require a previously waived MS4 operator to comply with this general permit or another TPDES permit if circumstances change so that the conditions of the waiver are no longer met. Changed circumstances can also allow a regulated MS4 operator to request a waiver at any time.

At any time the TCEQ can request to review any waivers granted to MS4 operators to determine whether any of the information required for granting the waiver has changed. At a minimum TCEQ will review all waivers when MS4 operators submit their renewal waiver applications.

For the purpose of obtaining a waiver, the population served refers to the residential population for traditional small MS4s and for certain non-traditional small MS4s with a residential population (such as counties and municipal utility districts). For other non-traditional small MS4s, the population served refers to the number of people using the small MS4 on an average operational day.

1. Waiver Option 1:

The small MS4 serves a population of less than 1,000 within a UA and meets the following criteria:

- (a) The small MS4 is not contributing substantially to the pollutant loadings of a physically interconnected MS4 that is regulated by the NPDES / TPDES stormwater program (40 CFR § 122.32(d)); and
- (b) If the small MS4 discharges any pollutant(s) that have been identified as a cause of impairment of any water body to which the small MS4 discharges, stormwater controls are not needed based on wasteload allocations that are part of an EPA approved or established TMDL that addresses the pollutant(s) of concern.

2. Waiver Option 2:

The small MS4 serves a population under 10,000 within a UA and meets the following criteria:

- (a) The TCEQ has evaluated all waters of the U.S., including small streams, tributaries, lakes, and ponds, that receive a discharge from the small MS4;
- (b) For all such waters, the TCEQ has determined that stormwater controls are not needed based on wasteload allocations that are part of an approved or established TMDL that addresses the pollutant(s) of concern or, if a TMDL has not been developed or approved, an equivalent analysis that determines sources and allocations for the pollutant(s) of concern; and
- (c) The TCEQ has determined that future discharges from the small MS4 do not have the potential to exceed Texas surface water quality standards, including impairment of designated uses, or other significant water quality impacts, including habitat and biological impacts.
- (d) For the purpose of this paragraph (2.), the pollutant(s) of concern include biochemical oxygen demand (BOD), sediment or a parameter that addresses sediment (such as total

suspended solids, turbidity or siltation), pathogens, oil and grease, and any pollutant that has been identified as a cause of impairment of any water body that will receive a discharge from the small MS4.

Section C. Allowable Non-Stormwater Discharges

The following non-stormwater sources may be discharged from the small MS4 and are not required to be addressed in the small MS4's Illicit Discharge and Detection or other minimum control measures, unless they are determined by the permittee or the TCEQ to be significant contributors of pollutants to the small MS4, or they are otherwise prohibited by the MS4 operator:

1. Water line flushing (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life);
2. Runoff or return flow from landscape irrigation, lawn irrigation, and other irrigation utilizing potable water, groundwater, or surface water sources;
3. Discharges from potable water sources that do not violate Texas Surface Water Quality Standards;
4. Diverted stream flows;
5. Rising ground waters and springs;
6. Uncontaminated ground water infiltration;
7. Uncontaminated pumped ground water;
8. Foundation and footing drains;
9. Air conditioning condensation;
10. Water from crawl space pumps;
11. Individual residential vehicle washing;
12. Flows from wetlands and riparian habitats;
13. Dechlorinated swimming pool discharges that do not violate Texas Surface Water Quality Standards;
14. Street wash water excluding street sweeper waste water;
15. Discharges or flows from emergency fire fighting activities (fire fighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
16. Other allowable non-stormwater discharges listed in 40 CFR § 122.26(d)(2)(iv)(B)(1);
17. Non-stormwater discharges that are specifically listed in the TPDES Multi Sector General Permit (MSGP) TXR050000 or the TPDES Construction General Permit (CGP) TXR150000;
18. Discharges that are authorized by a TPDES or NPDES permit or that are not required to be permitted; and
19. Other similar occasional incidental non-stormwater discharges such as spray park water, unless the TCEQ develops permits or regulations addressing these discharges.

Section D. Limitations on Permit Coverage**1. Discharges Authorized by Another TPDES Permit**

Discharges authorized by an individual or other general TPDES permit may be authorized under this TPDES general permit only if the following conditions are met:

- (a) The discharges meet the applicability and eligibility requirements for coverage under this general permit;
- (b) A previous application or permit for the discharges has not been denied, terminated, or revoked by the executive director as a result of enforcement or water quality related concerns. The executive director may provide a waiver to this provision based on new circumstances at the regulated small MS4; and
- (c) The executive director has not determined that continued coverage under an individual permit is required based on consideration of an approved total maximum daily loading (TMDL) model and implementation plan, anti-backsliding policy, history of substantive non-compliance or other 30 TAC Chapter 205 considerations and requirements, or other site-specific considerations.

2. Discharges of Stormwater Mixed with Non-Stormwater

Stormwater discharges that combine with sources of non-stormwater are not eligible for coverage by this general permit, unless either the non-stormwater source is described in Part II.C of this general permit or the non-stormwater source is authorized under a separate TPDES permit.

3. Compliance with Water Quality Standards

Discharges to surface water in the state that would cause, has the reasonable potential to cause, or contribute to a violation of water quality standards or that would fail to protect and maintain existing designated uses are not eligible for coverage under this general permit except as described in Part II.D.4 below. The executive director may require an application for an individual permit or alternative general permit to authorize discharges to surface water in the state if the executive director determines that an activity will cause has the reasonable potential to cause, or contribute to, a violation of water quality standards or is found to cause, have the reasonable potential to cause, or contribute to the impairment of a designated use of surface water in the state. The executive director may also require an application for an individual permit based on factors described in Part II.F.2.

4. Impaired Water Bodies and Total Maximum Daily Load (TMDL) Requirements

Discharges of the pollutant(s) of concern to impaired water bodies for which there is a TCEQ and EPA approved total maximum daily load (TMDL) are not eligible for this general permit unless they are consistent with the approved TMDL. A water body is impaired for purposes of the permit if it has been identified, pursuant to the latest TCEQ and EPA approved CWA §303(d) list, as not meeting Texas Surface Water Quality Standards.

The permittee shall control the discharges of pollutant(s) of concern to impaired waters and waters with approved TMDLs as provided in sections (a) and (b) below, and shall assess the progress in controlling those pollutants.

- (a) Discharges to Water Quality Impaired Water Bodies with an Approved TMDL

If the small MS4 discharges to an impaired water body with an approved TMDL, where stormwater has the potential to cause or contribute to the impairment, the permittee shall include in the SWMP controls targeting the pollutant(s) of concern along with any additional or modified controls required in the TMDL and this section.

The SWMP and required annual reports must include information on implementing any targeted controls required to reduce the pollutant(s) of concern as described below:

(1) Targeted Controls

The SWMP must include a detailed description of all targeted controls to be implemented, such as identifying areas of focused effort or implementing additional Best Management Practices (BMPs) to reduce the pollutant(s) of concern in the impaired waters.

(2) Measurable Goals

For each targeted control, the SWMP must include a measurable goal and an implementation schedule describing BMPs to be implemented during each year of the permit term.

(3) Identification of Benchmarks

The SWMP must identify a benchmark for the pollutant(s) of concern. Benchmarks are designed to assist in determining if the BMPs established are effective in addressing the pollutant(s) of concern in stormwater discharge(s) from the MS4 to the maximum extent practicable (MEP). The BMPs addressing the pollutant of concern must be re-evaluated on an annual basis for progress towards the benchmarks and modified as necessary within an adaptive management framework. These benchmarks are not numeric effluent limitations or permit conditions but intended to be guidelines for evaluating progress towards reducing pollutant discharges consistent with the benchmarks. The exceedance of a benchmark is not a permit violation and does not in itself indicate a violation of instream water quality standards.

The benchmark must be determined based on one of the following options:

- a. If the MS4 is subject to a TMDL that identifies a Waste Load Allocation(s) (WLA) for permitted MS4 stormwater sources, then the SWMP may identify it as the benchmark. Where an aggregate allocation is used as a benchmark, all affected MS4 operators are jointly responsible for progress in meeting the benchmark and shall (jointly or individually) develop a monitoring/assessment plan as required in Part II.D.4(a)(6).
- b. Alternatively, if multiple small MS4s are discharging into the same impaired water body with an approved TMDL, with an aggregate WLA for all permitted stormwater MS4s, then the MS4s may combine or share efforts to determine an alternative sub-benchmark for the pollutant(s) of concern (e.g., bacteria) for their respective MS4. The SWMP must clearly define this alternative approach and must describe how the sub-benchmark would cumulatively support the aggregate WLA. Where an aggregate benchmark has been broken into sub-benchmarks for individual MS4s, each permittee is only responsible for progress in meeting its sub-benchmark.

(4) Annual Report

The annual report must include an analysis of how the selected BMPs will be effective in contributing to achieving the benchmark.

(5) Impairment for Bacteria

If the pollutant of concern is bacteria, the permittee shall include focused BMPs addressing the below areas, as applicable, in the SWMP and implement as appropriate. If a TMDL Implementation Plan (I-Plan) is available, the permittee may refer to the I-Plan for appropriate BMPs. The SWMP and annual report must include the selected BMPs. Permittees may not exclude BMPs associated with the minimum control measures required under 40 CFR §122.34 from their list of proposed BMPs. Proposed BMPs will be reviewed by the executive director during the NOI and SWMP review and approval process.

The BMPs shall, as appropriate, address the following:

- a. Sanitary Sewer Systems
 - (i) Make improvements to sanitary sewers to reduce overflows;
 - (ii) Address lift station inadequacies;
 - (iii) Improve reporting of overflows; and
 - (iv) Strengthen sanitary sewer use requirements to reduce blockage from fats, oils, and grease.
- b. On-site Sewage Facilities (for entities with appropriate jurisdiction)
 - (i) Identify and address failing systems; and
 - (ii) Address inadequate maintenance of On-Site Sewage Facilities (OSSFs).
- c. Illicit Discharges and Dumping

Place additional effort to reduce waste sources of bacteria; for example, from septic systems, grease traps, and grit traps.
- d. Animal Sources

Expand existing management programs to identify and target animal sources such as zoos, pet waste, and horse stables.
- e. Residential Education

Increase focus to educate residents on:

 - (i) Bacteria discharging from a residential site either during runoff events or directly;
 - (ii) Fats, oils, and grease clogging sanitary sewer lines and resulting overflows;
 - (iii) Decorative ponds; and
 - (iv) Pet waste.

(6) Monitoring or Assessment of Progress

The permittee shall monitor or assess progress in achieving benchmarks and determine the effectiveness of BMPs, and shall include documentation of this monitoring or assessment in the SWMP and annual reports. In addition, the SWMP must include methods to be used.

- a. The permittee may use either of the following methods to evaluate progress towards the benchmark and improvements in water quality as follows:

(i) Evaluating Program Implementation Measures

The permittee may evaluate and report progress towards the benchmark by describing the activities and BMPs implemented, by identifying the appropriateness of the identified BMPs, and by evaluating the success of implementing the measurable goals.

The permittee may assess progress by using program implementation indicators such as: (1) number of sources identified or eliminated; (2) decrease in number of illegal dumping; (3) increase in illegal dumping reporting; (4) number of educational opportunities conducted; (5) reductions in sanitary sewer flows (SSOs); or, (6) increase in illegal discharge detection through dry screening, etc.; or

(ii) Assessing Improvements in Water Quality

The permittee may assess improvements in water quality by using available data for segment and assessment units of water bodies from other reliable sources, or by proposing and justifying a different approach such as collecting additional instream or outfall monitoring data, etc. Data may be acquired from TCEQ, local river authorities, partnerships, and/or other local efforts as appropriate.

- b. Progress towards achieving the benchmark shall be reported in the annual report. Annual reports shall report the benchmark and the year(s) during the permit term that the MS4 conducted additional sampling or other assessment activities.

(7) Observing no Progress Towards the Benchmark

If, by the end of the third year from the effective date of the permit, the permittee observes no progress toward the benchmark either from program implementation or water quality assessments as described in Part II.D.4(a)(6), the permittee shall identify alternative focused BMPs that address new or increased efforts towards the benchmark or, as appropriate, shall develop a new approach to identify the most significant sources of the pollutant(s) of concern and shall develop alternative focused BMPs for those (this may also include information that identifies issues beyond the MS4's control). These revised BMPs must be included in the SWMP and subsequent annual reports.

Where the permittee originally used a benchmark based on an aggregated WLA, the permittee may combine or share efforts with other MS4s discharging to the same watershed to determine an alternative sub-benchmark for the pollutant(s) of concern for their respective MS4s, as described in Part II.D.4(a)(3)(b) above. Permittees must document, in their SWMP for the next permit term, the proposed schedule for the development and subsequent adoption of alternative sub benchmark for the pollutant(s) of concern for their respective MS4s and associated assessment of progress in meeting those individual benchmarks.

(b) Discharges Directly to Water Quality Impaired Water Bodies without an Approved TMDL

The permittee shall also determine whether the permitted discharge is directly to one or more water quality impaired water bodies where a TMDL has not yet been approved by TCEQ and EPA. If the permittee discharges directly into an impaired water body without an approved TMDL, the permittee shall perform the following activities:

(1) Discharging a Pollutant of Concern

- a. Within the first year following the permit effective date, the permittee shall determine whether the small MS4 may be a source of the pollutant(s) of concern by referring to the CWA §303(d) list and then determining if discharges from the MS4 would be likely to contain the pollutant(s) of concern at levels of concern.
- b. If the permittee determines that the small MS4 may discharge the pollutant(s) of concern to an impaired water body without an approved TMDL, the permittee shall, no later than two years following the permit effective date, ensure that the SWMP includes focused BMPs, along with corresponding measurable goals, that the permittee will implement, to reduce, the discharge of pollutant(s) of concern that contribute to the impairment of the water body.
- c. In addition, no later than three years following the permit effective date, the permittee shall submit an NOC to amend the SWMP to include any additional BMPs to address the pollutant(s) of concern.

(2) Impairment of Bacteria

Where the impairment is for bacteria, the permittee shall identify potential significant sources and develop and implement focused BMPs for those sources. The permittee may implement the BMPs listed in Part II.D.4(a)(5) or proposed alternative BMPs as appropriate.

- (3) The annual report must include information on compliance with this section, including results of any sampling conducted by the permittee.

5. Discharges to the Edwards Aquifer Recharge Zone

Discharges of stormwater from regulated small MS4s, and other non-stormwater discharges, are not authorized by this general permit where those discharges are prohibited by 30 TAC Chapter 213 (Edwards Aquifer Rule). New discharges located within the Edwards Aquifer Recharge Zone, or within that area upstream from the recharge zone and defined as the Contributing Zone, must meet all applicable requirements of, and operate according to, 30 TAC Chapter 213 (Edwards Aquifer Rule) in addition to the provisions and requirements of this general permit.

For existing discharges, the requirements of the agency-approved Water Pollution Abatement Plan (WPAP) under the Edwards Aquifer Rule are in addition to the requirements of this general permit. BMPs and maintenance schedules for structural stormwater controls, for example, may be required as a provision of the rule. All applicable requirements of the Edwards Aquifer Rule for reductions of suspended solids in stormwater runoff are in addition to the effluent limitation requirements found in Part VI.D. of this general permit.

The permittee's agency-approved WPAPs that are required by the Edwards Aquifer Rule must be referenced in the SWMP. Additional agency-approved WPAPs received after the SWMP submittal must be recorded in the annual report for each respective permit year. For discharges originating from the small MS4 permitted area, and located on or within ten stream miles upstream of the Edwards Aquifer recharge zone, applicants must also submit a copy of the MS4 NOI to the appropriate TCEQ regional office with each WPAP application submitted to TCEQ on or after August 13, 2012.

Counties: Comal, Bexar, Medina, Uvalde, and Kinney

Contact:

TCEQ, Water Program Manager
San Antonio Regional Office
14250 Judson Road
San Antonio, Texas 78233-4480
(210) 490-3096

Counties: Williamson, Travis, and Hays

Contact:

TCEQ, Water Program Manager
Austin Regional Office
12100 Park 35 Circle, Bldg. A, Rm 179
Austin, Texas 78753
(512) 339-2929

6. Discharges to Specific Watersheds and Water Quality Areas

Discharges of stormwater from regulated small MS4s and other non-stormwater discharges are not authorized by this general permit where prohibited by 30 TAC Chapter 311 (relating to Watershed Protection) for water quality areas and watersheds.

7. Protection of Streams and Watersheds by Home Rule Municipalities

This general permit does not limit the authority of a home-rule municipality provided by § 401.002 of the Texas Local Government Code.

8. Indian Country Lands

Stormwater runoff from small MS4s that occur on Indian Country lands are not under the authority of the TCEQ and are not eligible for coverage under this general permit. If discharges of stormwater require authorization under federal NPDES regulations, authority for these discharges must be obtained from the U.S. EPA.

9. Endangered Species Act

Discharges that would adversely affect a listed endangered or threatened species or its critical habitat are not authorized by this permit. Federal requirements related to endangered species apply to all TPDES permitted discharges, and site-specific controls may be required to ensure that protection of endangered or threatened species is achieved. If a permittee has concerns over potential impacts to listed species, the permittee shall contact TCEQ for additional information prior to submittal of the NOI and SWMP. If adverse impact is determined after submittal of the NOI and SWMP or after permit issuance, the permittee shall contact TCEQ immediately to determine corrective action and potential modification to the MS4's permit.

10. Other

Nothing in Part II of the general permit is intended to negate any person's ability to assert the force majeure (act of God, war, strike, riot, or other catastrophe) defenses found in 30 TAC § 70.7.

This permit does not transfer liability for the act of discharging without, or in violation of, a NPDES or a TPDES permit from the operator of the discharge to the permittee(s).

Section E. Obtaining Authorization**1. Application for Coverage**

When submitting a notice of intent (NOI) and SWMP, for coverage under this general permit, as described in Parts II.E.3., II.E.4, and Part III, the applicant must follow the public notice and availability requirements found in Part II.E.12 of this general permit.

Applicants seeking authorization to discharge under this general permit must submit a completed NOI on a form approved by the executive director, and a SWMP as described in Part III. The NOI and SWMP must be submitted to the TCEQ Water Quality Division, at the address specified on the form. Following review of the NOI and SWMP, the executive director may determine that: 1) The submission is complete and confirm coverage by providing a notification and an authorization number, 2) The NOI or SWMP are incomplete and deny coverage and require that a new complete NOI and SWMP be submitted, 3) Approve the NOI and SWMP with revisions and provide a written description of the required revisions along with any compliance schedule(s), or 4) Deny coverage and provide a deadline by which the MS4 operator must submit an application for an individual permit. Discharge authorization begins when the applicant is notified by TCEQ that the NOI and SWMP have been administratively and technically reviewed and the applicant has followed the public participation provisions in Part II.E.12. Denial of coverage under this general permit is subject to the requirements of 30 TAC § 205.4(c). Application deadlines are as follows:

(a) Small MS4s Located in a 2010 Urbanized Area (UA) (Newly regulated Small MS4s)

Operators of small MS4s described in Part II.A.1 that were not previously regulated under the TPDES General Permit TXRo40000, shall submit an NOI and SWMP within 180 days following the effective date of this general permit.

(b) Small MS4s Located in a 2000 UA (Previously Regulated Small MS4s)

Operators of small MS4s described in Part II.A.1 that were required to obtain authorization under the previous TPDES General Permit TXRo40000 based on the 2000 UA maps shall submit an NOI and revised SWMP within 180 days following the effective date of this general permit.

(c) Designated Small MS4s

Following designation, operators of small MS4s described in Part II.A.2 shall submit an NOI and SWMP, or apply for coverage under an individual TPDES stormwater permit, within 180 days of being notified in writing by the TCEQ of the need to obtain permit coverage.

(d) Individual Permit Alternative

If an operator of a small MS4 described in Part II.A.1. of this general permit elects to apply for an individual permit, the application must be submitted within 90 days following the effective date of this general permit.

2. Late Submission of the NOI and SWMP

Operators are not prohibited from submitting an NOI and SWMP after the deadlines provided. If a late NOI and SWMP are submitted, then this general permit provides authorization only for discharges that occur after permit coverage is obtained. The TCEQ reserves the right to take appropriate enforcement actions for any unpermitted discharges.

3. Stormwater Management Program (SWMP)

A SWMP must be developed and submitted with the NOI for eligible discharges that will reach waters of the U.S., including discharges from the regulated small MS4 to other MS4s or to privately-owned separate storm sewer systems that subsequently drain to waters of the U.S., according to the requirements of Part III of this general permit. The SWMP must include, as appropriate, the months and years in which the permittee will undertake required actions, including interim milestones and the frequency of the action throughout the permit term.

New elements in the program must be completely implemented within five years of the effective date of this general permit, or within five years of being designated for those small MS4s which are designated following permit issuance. Previously regulated MS4s shall assess existing program elements set forth in the previous permit, modify as necessary, and develop and implement new elements, as necessary, to continue reducing the discharge of pollutants from the MS4 to the MEP.

Changes may be made to the SWMP during the permit term. The TCEQ may notify the permittee of the need to modify the SWMP to be consistent with the general permit, in which case the permittee will have 90 days to finalize such changes to the SWMP.

Changes that are made to the SWMP before the NOI is approved by the TCEQ must be submitted in a letter providing supplemental information to the NOI. Changes to the SWMP that are made after TCEQ approval of the NOI and SWMP may be made following submittal of a notice of change (NOC) and receipt of written approval of the NOC from the TCEQ, except as follows:

- (a) The following changes may be implemented without submitting an NOC form. The changes may be made immediately following revision of the SWMP, and must be included in the annual report:
 - (1) Adding components, controls, or requirements to the SWMP; or replacing a BMP with an equivalent BMP. An equivalent BMP is one that is intended to address the same concern as the original BMP and is substantially similar in nature to the original BMP;
 - (2) Nonsubstantive changes, including:
 - a. A change in personnel, or a reorganization of departments responsible for implementing the SWMP;
 - b. Minor clarifications to the existing BMPs;
 - c. Correction of typographical errors;

- d. Other similar administrative or nonsubstantive comments.
- (3) Adding or subtracting area(s) during the permit term, such as by annexing land or if land is de-annexed.
- (b) The permittee may replace a less effective or infeasible BMP specifically identified in the SWMP with an alternative BMP, (for example, replacing a structural BMP with a non-structural BMP). Such a change may be implemented within 60 days following submittal of an NOC form, unless the NOC is denied in writing by TCEQ. Such requests must include the following:
 - (1) An explanation of why the BMP was eliminated;
 - (2) An explanation of the effectiveness of the replacement BMP; and
 - (3) An explanation of how the replacement BMP is expected to achieve the goals of the previous BMP.
- (c) All other changes must be submitted on an NOC form and may only be implemented following written approval by TCEQ (See Part II.E.5).

4. Contents of the NOI

The NOI must contain the following minimum information:

- (a) MS4 Operator Information
 - (1) The name, mailing address, electronic mail (email) address, telephone number, and facsimile (fax) number of the MS4 operator; and
 - (2) The legal status of the MS4 operator (for example, federal government, state government, county government, city government, or other government).
- (b) Site Information
 - (1) The name, physical location description, and latitude and longitude of the approximate center of the regulated portion of the small MS4;
 - (2) County or counties where the small MS4 is located;
 - (3) An indication if all or a portion of the small MS4 is located on Indian Country Lands;
 - (4) The name, mailing address, telephone number, email (if available) and fax number of the designated person(s) responsible for implementing or coordinating implementation of the SWMP;
 - (5) A signature and certification on the NOI, according to 30 TAC § 305.44, that a SWMP has been developed according to the provisions of this permit;
 - (6) A statement that the applicant will comply with the Public Participation requirements described in Part II.E.12.;
 - (7) The name of each classified segment that receives discharges, directly or indirectly, from the small MS4. If one or more of the discharge(s) is not directly to a classified segment, then the name of the first classified segment that those discharges reach must be identified;

- (8) The name of any MS4 receiving the discharge prior to discharge into waters of the U.S.;
- (9) The name of all surface water(s) receiving discharges from the small MS4 that are on the latest EPA-approved CWA § 303(d) list of impaired waters;
- (10) An indication of whether the small MS4 discharges within the Recharge Zone, the Contributing Zone or the Contributing Zone within the Transition Zone of the Edwards Aquifer; and
- (11) Any other information deemed necessary by the executive director.

5. Notice of Change (NOC)

If the MS4 operator becomes aware that it failed to submit any relevant facts, or submitted incorrect information in the NOI, the correct information must be provided to the executive director in a NOC within 30 days after discovery. If any information provided in the NOI changes, an NOC must be submitted within 30 days from the time the permittee becomes aware of the change.

Any revisions that are made to the SWMP must be made in accordance with Part II.E.3. above. Changes that are made to the SWMP following NOI approval must be made using an NOC form, in accordance with Part II.E.3. above.

6. Change in Operational Control of a Small MS4

If the operational control of the regulated small MS4 changes, the previous operator must submit a Notice of Termination (NOT) and the new operator must submit an NOI and SWMP. The NOT and NOI must be submitted concurrently not more than ten (10) calendar days after the change occurs.

7. Notice of Termination (NOT)

A permittee may terminate coverage under this general permit by providing a Notice of Termination (NOT) on a form approved by the executive director. Authorization to discharge terminates at midnight on the day that an NOT is postmarked for delivery to the TCEQ, or immediately following confirmation of receipt of the electronic NOT form by the TCEQ. A NOT must be submitted within 30 days after the MS4 operator obtains coverage under an individual permit.

8. Signatory Requirement for NOI, NOT, NOC, and Waiver Forms

NOI, NOT, NOC, and Waiver forms must be signed and certified consistent with 30 TAC § 305.44(a) and (b) (relating to Signatories to Applications).

9. Fees

An application fee of \$100.00 must be submitted with each NOI. A fee is not required for submission of a waiver form, a NOT, or an NOC.

A permittee authorized under this general permit must pay an annual Water Quality fee of \$100.00 under TWC § 26.0291 and 30 TAC Chapter 205 (relating to General Permits for Waste Discharges).

10. Permit Expiration

- (a) This general permit is effective for five (5) years from the permit effective date. Authorizations for discharge under the provisions of this general permit will continue until the expiration date of the general permit. This general permit may be amended, revoked, or canceled by the commission or renewed by the TCEQ for an additional term not to exceed five (5) years.
- (b) If the executive director proposes to reissue this general permit before the expiration date, the general permit will remain in effect until the date on which the commission takes final action on the proposal to reissue this general permit. For existing permittees, general permit coverage will remain in effect after the expiration date of the existing general permit, in accordance with 30 TAC, Chapter 205. No new NOIs will be accepted and no new authorizations will be processed under the general permit after the expiration date.
- (c) Following issuance of a renewed or amended general permit, all permittees, including those covered under the expired general permit, may be required to submit an NOI according to the requirements of the new general permit or to obtain a TPDES individual permit for those discharges. The renewed permit will include a deadline to apply for coverage, and authorization for existing permittees will be automatically extended until the deadline to apply for coverage, or until an application is submitted for renewal, whichever occurs first.
- (d) If the TCEQ does not propose to reissue this general permit within 90 days before the expiration date, permittees must apply for authorization under a TPDES individual permit or an alternative general permit. If the application for an individual permit is submitted before the expiration date of this general permit, authorization under this expiring general permit remains in effect until the issuance or denial of an individual permit.

11. Suspension of Permit Coverage

The executive director may suspend an authorization under this general permit for the reasons specified in 30 TAC § 205.4(d) by providing the discharger with written notice of the decision to suspend that authority, and the written notice will include a brief statement of the basis for the decision. If the decision requires an application for an individual permit or an alternative general permit, the written notice will also include a statement establishing the deadline for submitting an application. The written notice will state that the authorization under this general permit is either suspended on the effective date of the commission's action on the permit application, unless the commission expressly provides otherwise, or immediately, if required by the executive director.

12. Public Notice Process for NOI submittal

An applicant under this general permit shall adhere to the following procedures:

- (a) The applicant shall submit an NOI and SWMP to the executive director. The SWMP must include information about:
 - (1) BMPs the applicant will implement for each of the six MCMs, as appropriate;
 - (2) The measurable goals for each of the BMPs, including, as appropriate the months and years in which the applicant will take the required actions, including interim milestones and the frequency of the action; and

- (3) The person or persons responsible for implementing or coordinating the applicants SWMP.
- (b) After the applicant receives written instructions from the TCEQ's Office of Chief Clerk, the applicant must publish notice of the executive director's preliminary decision on the NOI and SWMP.
- (c) The notice will include the following information, at a minimum:
 - (1) The legal name of the MS4 operator;
 - (2) Indication of whether the NOI is for a new authorization or is a renewal of an existing authorization;
 - (3) The address of the applicant;
 - (4) A brief summary of the information included in the NOI, such as the general location of the small MS4 and a description of the classified receiving waters that receive the discharges from the small MS4;
 - (5) The location and mailing address where the public may provide comments to the TCEQ;
 - (6) The public location where copies of the NOI and SWMP, as well as the executive director's general permit and fact sheet, may be reviewed; and
 - (7) If required by the executive director, the date, time, and location of the public meeting.
- (d) This notice must be published at least once in a newspaper of general circulation in the municipality or county where the small MS4 is located. If the small MS4 is located in multiple municipalities or counties, the notice must be published at least once in a newspaper of general circulation in the municipality or county containing the largest resident population for the regulated portion of the small MS4. This notice must provide opportunity for the public to submit comments on the NOI and SWMP. In addition, the notice must allow the public to request a public meeting. A public meeting will be held if the TCEQ determines that there is significant public interest.
- (e) The public comment period begins on the first date the notice is published and lasts for at least 30 days. If a public meeting is held, the comment period will end at the closing of the public meeting (see paragraph (f) below). The public may submit written comments to the TCEQ Office of Chief Clerk during the comment period detailing how the NOI or SWMP for the small MS4 fails to meet the technical requirements or conditions of this general permit.
- (f) If significant public interest exists, the executive director will direct the applicant to publish a notice of the public meeting and to hold the public meeting. The applicant shall publish notice of a public meeting at least 30 days before the meeting and hold the public meeting in a county where the small MS4 is located. TCEQ staff will facilitate the meeting.
- (g) If a public meeting is held, the applicant shall describe the contents of the NOI and SWMP. The applicant shall also provide maps and other data on the small MS4. The applicant shall provide a sign in sheet for attendees to register their names and addresses and furnish the sheet to the executive director. A public meeting held under this general permit is not an evidentiary proceeding.
- (h) The applicant shall file with the Chief Clerk a copy and an affidavit of the publication of notice(s) within 60 days of receiving the written instructions from the Chief Clerk.

- (i) The executive director, after considering public comment, will either approve, approve with conditions, or deny the NOI based on whether the NOI and SWMP meet the requirements of this general permit.
- (j) Persons whose names and addresses appear legibly on the sign-in sheet from the public meeting and persons who submitted written comments to the TCEQ will be notified by the TCEQ's Office of Chief Clerk of the executive director's decision regarding the authorization.

Section F. Permitting Options

1. Authorization Under the General Permit

An operator of a small MS4 is required to obtain authorization either under this general permit, or under an individual TPDES permit if it is located in a UA or designated by the TCEQ. Multiple small MS4s with separate operators must individually submit an NOI to obtain coverage under this general permit, regardless of whether the systems are physically interconnected, located in the same UA, or are located in the same watershed. Each regulated small MS4 will be issued a distinct permit number. These MS4 operators may combine or share efforts in meeting any or all of the SWMP requirements stated in Part III of this general permit. MS4 operators that share SWMP development and implementation responsibilities must meet the following conditions:

(a) Participants

The SWMP must clearly list the name and permit number for each MS4 operator that chooses to contribute to development or implementation of the SWMP, and provide written confirmation that the contributing MS4 operator has agreed to contribute. If a contributing small MS4 has submitted a NOI and SWMP to TCEQ, but has not yet received written notification of approval, along with the accompanying permit authorization number, a copy of the submitted NOI form must be made readily available or be included in the SWMP.

(b) Responsibilities

Each permittee is entirely responsible for meeting SWMP requirements within the boundaries of its small MS4. Where a separate MS4 operator is contributing to implementation of the SWMP, the SWMP must clearly define each minimum control measure and the component(s) each entity agrees to implement, within which MS4 area(s) each entity agrees to implement and clearly identify the contributing MS4 operator.

2. Alternative Coverage under an Individual TPDES Permit

An MS4 operator eligible for coverage under this general permit may alternatively be authorized under an individual TPDES permit according to 30 TAC Chapter 305 (relating to Consolidated Permits). The executive director may require a MS4 operator, authorized by this general permit, to apply for an individual TPDES permit because of: the conditions of an approved TMDL or TMDL implementation plan; a history of substantive non-compliance; or other 30 TAC Chapter 205 considerations and requirements; or other site-specific considerations. The executive director shall deny or suspend a facility's authorization for disposal under this general permit based on a rating of "unsatisfactory performer" according to commission rules in 30 TAC §60.3, *Use of Compliance History*. An applicant who owns or operates a facility classified as an "unsatisfactory performer" is

entitled to a hearing before the commission prior to having its coverage denied or suspended, in accordance with TWC § 26.040(h).

Part III. Stormwater Management Program (SWMP)

To the extent allowable under state and local law, a SWMP must be developed, implemented and enforced according to the requirements of Part III of this general permit, for stormwater discharges that reach waters of the U.S., regardless of whether the discharge is conveyed through a separately operated storm sewer system. The SWMP must be developed, implemented and enforced to reduce the discharge of pollutants from the small MS4 to the maximum extent practicable (MEP), to protect water quality, and to satisfy the appropriate water quality requirements of the CWA and the TWC.

A permittee that implements best management practices consistent with the provisions of their permit and SWMP constitutes compliance with the standard of reducing pollutants to the MEP and will be deemed in compliance with Part III of this permit. This permit does not extend any compliance deadlines set forth in the previous permit effective August 13, 2007.

Section A. Developing a Stormwater Management Program (SWMP)

1. SWMP Development and Schedule

(a) Existing regulated small MS4s

Permittees who were regulated under the previous TPDES general permit TXR040000, shall update and submit to the TCEQ an updated SWMP under this general permit along with the NOI for coverage. The NOI and SWMP are due within 180 days of the general permit effective date. The permittee shall continue to operate under the conditions of the previous permit and existing SWMP until the revised SWMP is approved.

(b) New regulated small MS4s

Operators of regulated small MS4s that were not required to obtain permit coverage under the previous TPDES general permit TXR040000, have 180 days from the effective date of the general permit to develop and submit their NOI and SWMP.

(c) Implementation of the SWMP

Existing small MS4 operators shall ensure full implementation of any new elements in the revised SWMP as soon as practicable, but no later than five years from the permit effective date. Previously regulated MS4 operators shall continue to implement existing elements in the approved SWMPs until the revised SWMPs has been approved.

Designated small MS4s must achieve full implementation of the SWMP as soon as practicable, but no later than five years from designation. Newly regulated small MS4s, based on the 2010 Decennial Census, must achieve full implementation of the SWMP as soon as practicable, but no later than five years from the permit effective date.

2. Content of the SWMP

At a minimum, the permittee shall include the following information in its SWMP:

- (a) A description of Minimum Control Measures (MCM) with measureable goals, including, as appropriate, the months and years in which the permittee will undertake required actions, including interim milestones and the frequency of the action for each MCM described in Part III, Section B.
- (b) A measurable goal that includes the development of ordinances or other regulatory mechanisms, allowed by state, federal and local law, providing the legal authority necessary to implement and enforce the requirements of this permit, including information on any limitations to the legal authority;
- (c) A summary of written procedures describing how the permittee will implement the provisions in Parts III and IV of this general permit.
- (d) A description of a program or a plan of compliance with the requirements in Part II.D.4. (relating to Impaired Water Bodies and Total Maximum Daily Load (TMDL) Requirements)

3. Legal Authority

- (a) Traditional small MS4s, such as cities
 - (1) Within two years from the permit effective date, the permittee shall review and revise, if needed, its relevant ordinance(s) or other regulatory mechanism(s), or shall adopt a new ordinance(s) or other regulatory mechanism(s) that provide the permittee with adequate legal authority to control pollutant discharges into and from its small MS4 in order to meet the requirements of this general permit.
 - (2) To be considered adequate, this legal authority must, at a minimum, address the following:
 - a. Authority to prohibit illicit discharges and illicit connections;
 - b. Authority to respond to and contain other releases – Control the discharge of spills, and prohibit dumping or disposal of materials other than stormwater into the small MS4;
 - c. Authority to require compliance with conditions in the permittee's ordinances, permits, contracts, or orders;
 - d. Authority to require installation, implementation, and maintenance of control measures;
 - e. Authority to receive and collect information, such as stormwater plans, inspection reports, and other information deemed necessary to assess compliance with this permit, from operators of construction sites, new or redeveloped land, and industrial and commercial facilities;
 - f. Authority, as needed, to enter and inspect private property including facilities, equipment, practices, or operations related to stormwater discharges to the small MS4;
 - g. Authority to respond to non-compliance with BMPs required by the small MS4 consistent with their ordinances or other regulatory mechanism(s);
 - h. Authority to assess penalties, including monetary, civil, or criminal penalties; and
 - i. Ability to enter into interagency or interlocal agreements or other maintenance agreements, as necessary.

- (b) Non-traditional small MS4s, such as counties, drainage districts, transportation entities, municipal utility districts, military bases, prisons and universities
 - (1) Where the permittee lacks the authority to develop ordinances or to implement enforcement actions, the permittee shall exert enforcement authority as required by this general permit for its facilities, employees, contractors, and any other entity over which it has operational control within the portion of the UA under the jurisdiction of the permittee. For discharges from third party actions, the permittee shall perform inspections and exert enforcement authority to the MEP.
 - (2) If the permittee does not have inspection or enforcement authority and is unable to meet the goals of this general permit through its own powers, then, unless otherwise stated in this general permit, the permittee shall perform the following actions in order to meet the goals of the permit:
 - a. Enter into interlocal agreements with municipalities where the small MS4 is located. These interlocal agreements must state the extent to which the municipality will be responsible for inspections and enforcement authority in order to meet the conditions of this general permit; or,
 - b. If it is not feasible for the permittee to enter into interlocal agreements, the permittee shall notify an adjacent MS4 operator with enforcement authority or TCEQs Field Operations Support Division as needed to report discharges or incidents that it cannot itself enforce against. In determining feasibility for entering into interlocal agreements, the permittee shall consider all factors, including, without limitations, financial considerations and the willingness of the municipalities in which the small MS4 is located.

4. Resources

It is the permittee's responsibility to ensure that it has adequate resources and funding to implement the requirements of this permit.

5. Effluent Limitations

The controls and BMPs included in the SWMP constitute effluent limitations for the purposes of compliance with state rules. This includes the requirements of 30 TAC Chapter 319, Subchapter B, which lists the maximum allowable concentrations of hazardous metals for discharge to water in the state.

6. Enforcement Measures

Permittees with enforcement authority (i.e. traditional small MS4s) shall develop a standard operating procedure (SOP) to respond to violations to the extent allowable under state and local law. When the permittee does not have enforcement authority over the violator, and the violations continue after violator has been notified by the permittee, the permittee shall notify either the adjacent MS4 operator with enforcement authority or TCEQ's Field Operations Support Division.

Section B. Minimum Control Measures

Operators of small MS4s seeking coverage under this general permit shall develop and implement a SWMP that includes the following six minimum control measures (MCMs), as applicable.

All program elements must be implemented according to the schedule mentioned in Part III.A. All six MCMs apply to all MS4s regardless of their level as described in Part II.A.5. Specific program elements under each MCM shall be implemented by all MS4 operators, unless it is specifically stated that particular program elements only are applicable for certain levels of small MS4s.

Permittees shall provide justification within the SWMP for any requirements that were not implemented because they were not feasible as described in each MCM.

1. Public Education, Outreach, and Involvement

(a) Public Education and Outreach

- (1) All permittees shall develop, implement, and maintain a comprehensive stormwater education and outreach program to educate public employees, businesses, and the general public of hazards associated with the illegal discharges and improper disposal of waste and about the impact that stormwater discharges can have on local waterways, as well as the steps that the public can take to reduce pollutants in stormwater.

Existing permittees shall assess program elements that were described in the previous permit, modify as necessary, and develop and implement new elements, as necessary, to continue reducing the discharge of pollutants from the MS4 to the MEP. New elements must be fully implemented by the end of this permit term and newly regulated permittees shall have the program fully implemented by the end of this permit term. The program must, at a minimum:

- a. Define the goals and objectives of the program based on high priority community-wide issues (for example, reduction of nitrogen in discharges from the small MS4, promoting previous techniques used in the small MS4, or improving the quality of discharges to the Edwards Aquifer);
 - b. Identify the target audience(s);
 - c. Develop or utilize appropriate educational materials, such as printed materials, billboard and mass transit advertisements, signage at select locations, radio advertisements, television advertisements, and websites;
 - d. Determine cost effective and practical methods and procedures for distribution of materials.
- (2) Throughout the permit term, all permittees shall make the educational materials available to convey the program's message to the target audience(s) at least annually.
 - (3) All permittees shall review and update as necessary, the SWMP and MCM implementation procedures required by Part III.A.2.. Any changes must be reflected in the annual report. Such written procedures must be maintained, either on site or in the SWMP and made available for inspection by the TCEQ.
 - (4) MS4 operators may partner with other MS4 operators to maximize the program and cost effectiveness of the required outreach.

(b) Public Involvement

All permittees shall involve the public, and, at minimum, comply with any state and local public notice requirements in the planning and implementation activities related

to developing and implementing the SWMP, except that correctional facilities are not required to implement this portion of the MCM.

Existing permittees shall assess program elements that were described in the previous permit, modify as necessary, and develop and implement new elements, as necessary, to continue reducing the discharge of pollutants from the MS4 to the MEP. New elements must be fully implemented by the end of this permit term and newly regulated permittees shall have the program fully implemented by the end of this permit term. At a minimum, all permittees shall:

- (1) If feasible, consider using public input (for example, the opportunity for public comment, or public meetings) in the implementation of the program;
- (2) If feasible, create opportunities for citizens to participate in the implementation of control measures, such as stream clean-ups, storm drain stenciling, volunteer monitoring, volunteer "Adopt-A-Highway" programs, and educational activities;
- (3) Ensure the public can easily find information about the SWMP.

2. Illicit Discharge Detection and Elimination (IDDE)

(a) Program Development

- (1) All permittees shall develop, implement and enforce a program to detect, investigate, and eliminate illicit discharges into the small MS4. The program must include a plan to detect and address non-stormwater discharges, including illegal dumping to the MS4 system.

Existing permittees must assess program elements that were described in the previous permit, modify as necessary, and develop and implement new elements, as necessary, to continue reducing the discharge of pollutants from the MS4 to the MEP. New elements must be fully implemented by the end of this permit term and newly regulated permittees shall have the program fully implemented by the end of this permit term. See also Part III.A.1(c).

The Illicit Discharge Detection and Elimination (IDDE) program must include the following:

- a. An up-to-date MS4 map (see Part III.B.2.(c)(1));
- b. Methods for informing and training MS4 field staff (See Part III.B.2.(c)(2));
- c. Procedures for tracing the source of an illicit discharge (see Part III.B.2.(c)(5));
- d. Procedures for removing the source of the illicit discharge (see Part III.B.2.(c)(5));
- e. For Level 2, 3 and 4 small MS4s, if applicable, procedures to prevent and correct any leaking on-site sewage disposal systems that discharge into the small MS4;
- f. For Level 4 small MS4s, procedures for identifying priority areas within the small MS4 likely to have illicit discharges, and a list of all such areas identified in the small MS4 (See Part III.B.2.(g)(1));
- g. For Level 4 small MS4s, field screening to detect illicit discharges (See Part III.B.2.(g)(2)).

- (2) For non-traditional small MS4s, if illicit connections or illicit discharges are observed related to another operator's MS4, the permittee shall notify the other MS4 operator within 48 hours of discovery. If notification to the other MS4 operator is not practicable, then the permittee shall notify the appropriate TCEQ regional office of the possible illicit connection.
 - (3) If another MS4 operator notifies the permittee of an illegal connection or illicit discharge to the small MS4, then the permittee shall follow the requirements specified in Part III.B.2.(c)(3).
 - (4) All permittees shall review and update as necessary, the SWMP and MCM implementation procedures required by Part III.A.2.. Any changes must be reflected in the annual report. Such written procedures must be maintained, either on site or in the SWMP and made available for inspection by the TCEQ.
- (b) Allowable Non-Stormwater Discharges
- Non-stormwater flows listed in Part II.C do not need to be considered by the permittee as an illicit discharge requiring elimination unless the permittee or the TCEQ identifies the flow as a significant source of pollutants to the small MS4.
- (c) Requirements for all Permittees
- All permittees shall include the requirements described below in Parts III.B.2(c)(1)-(6)
- (1) MS4 mapping

All permittees shall maintain an up-to-date MS4 map, which must be located on site and available for review by the TCEQ. The MS4 map must show at a minimum the following information:

 - a. The location of all small MS4 outfalls that are operated by the permittee and that discharge into waters of the U.S;
 - b. The location and name of all surface waters receiving discharges from the small MS4 outfalls;
 - c. Priority areas identified under Part III.B.2.(e)(1) if applicable.
 - (2) Education and Training

All permittees shall implement a method for informing or training all the permittee's field staff that may come into contact with or otherwise observe an illicit discharge or illicit connection to the small MS4 as part of their normal job responsibilities. Training program materials and attendance lists must be maintained on site and made available for review by the TCEQ.
 - (3) Public Reporting of Illicit Discharges and Spills

To the extent feasible, all permittees shall publicize and facilitate public reporting of illicit discharges or water quality impacts associated with discharges into or from the small MS4. The permittee shall provide a central contact point to receive reports; for example by including a phone number for complaints and spill reporting.
 - (4) All permittees shall develop and maintain on site procedures for responding to illicit discharges and spills.

(5) Source Investigation and Elimination

- a. Minimum Investigation Requirements – Upon becoming aware of an illicit discharge, all permittees shall conduct an investigation to identify and locate the source of such illicit discharge as soon as practicable.
 - (i) All permittees shall prioritize the investigation of discharges based on their relative risk of pollution. For example, sanitary sewage may be considered a high priority discharge.
 - (ii) All permittees shall report to the TCEQ immediately upon becoming aware of the occurrence of any illicit flows believed to be an immediate threat to human health or the environment.
 - (iii) All permittees shall track all investigations and document, at a minimum, the date(s) the illicit discharge was observed; the results of the investigation; any follow-up of the investigation; and the date the investigation was closed.
- b. Identification and Investigation of the Source of the Illicit Discharge –All permittees shall investigate and document the source of illicit discharges where the permittees have jurisdiction to complete such an investigation. If the source of illicit discharge extends outside the permittee’s boundary, all permittees shall notify the adjacent permitted MS4 operator or TCEQ’s Field Operation Support Division according to Part III.A.3.b.
- c. Corrective Action to Eliminate Illicit Discharge
 - (i) If and when the source of the illicit discharge has been determined, all permittees shall immediately notify the responsible party of the problem, and shall require the responsible party to perform all necessary corrective actions to eliminate the illicit discharge.

- (6) Inspections –The permittee shall conduct inspections, as determined appropriate, in response to complaints, and shall conduct follow-up inspections as needed to ensure that corrective measures have been implemented by the responsible party.

(d) Additional Requirements for Level 3 and 4 small MS4s

In addition to the requirements described in Parts III.B.2(c)(1)-(6) above, permittees who operate level 3 and 4 small MS4s shall meet the following requirements:

(1) Source Investigation and Elimination

Permittees who operate level 3 and 4 small MS4 shall upon being notified that the discharge has been eliminated, conduct a follow-up investigation or field screening, consistent with Part III.B.2.(e)(2), to verify that the discharge has been eliminated. The permittee shall document its follow-up investigation. The permittee may seek recovery and remediation costs from responsible parties consistent with Part III.A.3., and require compensation related costs. Resulting enforcement actions must follow the procedures for enforcement action in Part III.A.3. If the suspected source of the illicit discharge is authorized under an NPDES/TPDES permit or the discharge is listed as an authorized non-stormwater discharge, as described in Part III.C, no further action is required.

(e) Additional Requirements for Level 4 small MS4s

In addition to the requirements described in Parts III.B.2(c)-(d) above, permittees who operate level 4 small MS4s shall meet the following requirements:

(1) Identification of Priority Areas

Permittees who operate level 4 small MS4s shall identify priority areas and shall document the basis for the selection of each priority area and shall create a list of all priority areas identified. This priority area list must be available for review by the TCEQ.

(2) Dry Weather Field Screening

By the end of the permit term, permittees who operate level 4 small MS4s shall develop and implement a written dry weather field screening program to assist in detecting and eliminating illicit discharges to the small MS4. Dry weather field screening must consist of (1) field observations; and (2) as needed, field screening.

If dry weather field screening is necessary, at a minimum, the permittee shall:

- a. Conduct dry weather field screening in priority areas as identified by the permittee in Part III.B.2(e)(1). By the end of the permit term, all of those priority areas, although not necessarily all individual outfalls must be screened.
- b. Field observation requirements – The permittee shall develop written procedures for observing flows from outfalls when there has been at least 72 hours of dry weather. The written procedures should include the basis used to determine which outfalls would be observed. The permittee shall record visual observations such as odor, color, clarity, floatables, deposits or stains.
- c. Field screening requirements – The permittee shall develop written procedures to determine which dry weather flows will be screened, based on results of field observations or complaint from the public or the permittee's trained field staff. At a minimum, when visual observations indicate a potential problem such as discolored flows, foam, surface sheen, and other similar indicators of contamination, the permittee shall conduct a field screening analysis for selected indicator pollutants as determined by the permittee. Screening methodology may be modified based on experience gained during the actual field screening activities. The permittee shall document the method used.

3. Construction Site Stormwater Runoff Control

(a) Requirements and Control Measures

- (1) All permittees shall develop, implement and enforce a program requiring operators of small and large construction activities, as defined in Part I of this general permit, to select, install, implement, and maintain stormwater control measures that prevent illicit discharges to the MEP. The program must include the development and implementation of an ordinance or other regulatory mechanism, as well as sanctions to ensure compliance to the extent allowable under state, federal, and local law, to require erosion and sediment control.

Existing permittees shall assess program elements that were described in the previous permit, modify as necessary, and develop and implement new elements, as necessary, to continue reducing the discharge of pollutants from the MS4 to the MEP. New elements must be fully implemented by the end of this permit term and newly regulated permittees shall have the the program fully implemented by the end of this permit term.

If TCEQ waives requirements for stormwater discharges associated with small construction from a specific site(s), the permittee is not required to enforce the program to reduce pollutant discharges from such site(s).

(b) Requirements for all Permittees

All permittees shall include the requirements described below in Parts III.B.3(b)(1)-(7)

- (1) All permittees shall review and update as necessary, the SWMP and MCM implementation procedures required by Part III.A.2. Any changes must be included in the annual report. Such written procedures must be maintained on site or in the SWMP and made available for inspection by the TCEQ.
- (2) All permittees shall require that construction site operators implement appropriate erosion and sediment control BMPs. The permittee's construction program must ensure the following minimum requirements are effectively implemented for all small and large construction activities discharging to its small MS4.
 - a. Erosion and Sediment Controls - Design, install and maintain effective erosion controls and sediment controls to minimize the discharge of pollutants.
 - b. Soil Stabilization - Stabilization of disturbed areas must, at a minimum, be initiated immediately whenever any clearing, grading, excavating or other earth disturbing activities have permanently ceased on any portion of the site, or temporarily ceased on any portion of the site and will not resume for a period exceeding 14 calendar days. Stabilization must be completed within a period of time determined by the permittee. In arid, semiarid, and drought-stricken areas, as determined by the permittee, where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures must be employed as specified by the permittee.
 - c. BMPs – Design, install, implement, and maintain effective BMPs to minimize the discharge of pollutants to the small MS4. At a minimum, such BMPs must be designed, installed, implemented and maintained to:
 - (i) Minimize the discharge of pollutants from equipment and vehicle washing, wheel wash water, and other wash waters;
 - (ii) Minimize the exposure of building materials, building products, construction wastes, trash, landscape materials, fertilizers, pesticides, herbicides, detergents, sanitary waste and other materials present on the site to precipitation and to stormwater; and
 - (iii) Minimize the discharge of pollutants from spills and leaks.
 - d. As an alternative to (a) through (c) above, all permittees shall ensure that all small and large construction activities discharging to the small MS4 have developed and implemented a stormwater pollution prevention plan (SWP3) in accordance with the TPDES CGP TXR150000. In arid, semiarid, and drought-stricken areas, as determined by the permittee, where initiating vegetative stabilization measures immediately is infeasible, alternative stabilization measures must be employed as specified by the permittee. As an alternative, vegetative stabilization measures may be implemented as soon as practicable.

(3) Prohibited Discharges - The following discharges are prohibited:

- a. Wastewater from washout of concrete and wastewater from water well drilling operations, unless managed by an appropriate control;
- b. Wastewater from washout and cleanout of stucco, paint, from release oils, and other construction materials;
- c. Fuels, oils, or other pollutants used in vehicle and equipment operation and maintenance; and,
- d. Soaps or solvents used in vehicle and equipment washing;
- e. Discharges from dewatering activities, including discharges from dewatering of trenches and excavations, unless managed by appropriate BMPs.

(4) Construction Plan Review Procedures

To the extent allowable by state, federal, and local law, all permittees shall maintain and implement site plan review procedures, that describe which plans will be reviewed as well as when an operator may begin construction. For those permittees without legal authority to enforce site plan reviews, this requirement is limited to those sites operated by the permittee and its contractors and located within the permittee's regulated area. The site plan procedures must meet the following minimum requirements:

- a. The site plan review procedures must incorporate consideration of potential water quality impacts.
- b. The permittee may not approve any plans unless the plans contain appropriate site specific construction site control measures that, at a minimum, meet the requirements described in Part III.B.3.(a) or in the TPDES CGP, TXR150000.

The permittee may require and accept a plan, such as a SWP3, that has been developed pursuant to the CGP, TXR150000.

(5) Construction Site Inspections and Enforcement

To the extent allowable by state, federal, and local law, all permittees shall implement procedures for inspecting large and small construction projects. Permittees without legal authority to inspect construction sites shall at a minimum conduct inspections of sites operated by the permittee or its contractors and that are located in the permittee's regulated area.

- a. Inspections must occur at a frequency determined by the permittee, based on the evaluation of factors that are a threat to water quality, such as: soil erosion potential; site slope; project size and type; sensitivity of receiving waterbodies; proximity to receiving waterbodies; non-stormwater discharges; and past record of non-compliance by the operators of the construction site.
- b. Inspections must occur during the active construction phase.
 - (i) All permittees shall develop, implement, and revise as necessary, written procedures outlining the inspection and enforcement requirements. These procedures must be maintained on site or in the SWMP and be made available to TCEQ.

(ii) Inspections of construction sites must, at a minimum:

1. Determine whether the site has appropriate coverage under the TPDES CGP, TXR150000. If no coverage exists, notify the permittee of the need for permit coverage.
 2. Conduct a site inspection to determine if control measures have been selected, installed, implemented, and maintained according to the small MS4's requirements.
 3. Assess compliance with the permittee's ordinances and other regulations.
 4. Provide a written or electronic inspection report.
- c. Based on site inspection findings, all permittees shall take all necessary follow-up actions (for example, follow-up-inspections or enforcement) to ensure compliance with permit requirements and the SWMP. These follow-up and enforcement actions must be tracked and maintained for review by the TCEQ.

For non-traditional small MS4s with no enforcement powers, the permittee shall notify the adjacent MS4 operator with enforcement authority or the TCEQ's Field Operations Support Division according to Part III.A.3(b).

(6) Information submitted by the Public

All permittees shall develop, implement and maintain procedures for receipt and consideration of information submitted by the public.

(7) MS4 Staff Training

All permittees shall ensure that all staff whose primary job duties are related to implementing the construction stormwater program (including permitting, plan review, construction site inspections, and enforcement) are informed or trained to conduct these activities. The training may be conducted by the permittee or by outside trainers.

(c) Additional Requirements for Level 3 and 4 small MS4s

In addition to the requirements described in Parts III.B.3(b)(1)-(7) above, permittees who operate level 3 and 4 small MS4s shall meet the following requirements:

(1) Construction Site Inventory

Permittees who operate level 3 and 4 small MS4s shall maintain an inventory of all permitted active public and private construction sites, that result in a total land disturbance of one or more acres or that result in a total land disturbance of less than one acre if part of a larger common plan or development or sale. Notification to the small MS4 should be made by submittal of a copy of an NOI or a small construction site notice. The permittee shall make this inventory available to the TCEQ upon request.

4. Post-Construction Stormwater Management in New Development and Redevelopment

(a) Post-Construction Stormwater Management Program

- (1) All permittees shall develop, implement and enforce a program, to the extent allowable under state, federal, and local law, to control stormwater discharges

from new development and redeveloped sites that discharge into the small MS4 that disturb one acre or more, including projects that disturb less than one acre that are part of a larger common plan of development or sale. The program must be established for private and public development sites. The program may utilize an offsite mitigation and payment in lieu of components to address this requirement.

Existing permittees shall assess program elements that were described in the previous permit, modify as necessary, to continue reducing the discharge of pollutants from the MS4 to the MEP. New elements must be fully implemented by the end of this permit term and newly regulated permittees shall have the program fully implemented by the end of the permit term.

- (2) All permittees shall use, to the extent allowable under state, federal, and local law and local development standards, an ordinance or other regulatory mechanism to address post-construction runoff from new development and redevelopment projects. The permittees shall establish, implement, and enforce a requirement, that owners or operators of new development and redeveloped sites design, install, implement, and maintain a combination of structural and non-structural BMPs appropriate for the community and that protects water quality. If the construction of permanent structures is not feasible due to space limitations, health and safety concerns, cost effectiveness, or highway construction codes, the permittee may propose an alternative approach to TCEQ. Newly regulated permittees shall have the program element fully implemented by the end of the permit term.

(b) Requirements for all Permittees

All permittees shall include the requirements described below in Parts III.B.4.(b)(1)-(3)

- (1) All permittees shall review and update as necessary, the SWMP and MCM implementation procedures required by Part III.A.2.. Any changes must be included in the annual report. Such written procedures must be maintained either on site or in the SWMP and made available for inspection by TCEQ.
- (2) All permittees shall document and maintain records of enforcement actions and make them available for review by the TCEQ.

(3) Long-Term Maintenance of Post-Construction Stormwater Control Measures

All permittees shall, to the extent allowable under state, federal, and local law, ensure the long-term operation and maintenance of structural stormwater control measures installed through one or both of the following approaches:

- a. Maintenance performed by the permittee. See Part III.B.5
- b. Maintenance performed by the owner or operator of a new development or redeveloped site under a maintenance plan. The maintenance plan must be filed in the real property records of the county in which the property is located. The permittee shall require the owner or operator of any new development or redeveloped site to develop and implement a maintenance plan addressing maintenance requirements for any structural control measures installed on site. The permittee shall require operation and maintenance performed is documented and retained on site, such as at the offices of the owner or operator, and made available for review by the small MS4.

(c) Additional Requirements for Level 4 small MS4s

In addition to the requirements described in Parts III.B.5(b)(1)-(3) above, permittees who operate level 4 small MS4s shall meet the following requirements:

- (1) Inspections - Permittees who operate level 4 small MS4s shall develop and implement an inspection program to ensure that all post construction stormwater control measures are operating correctly and are being maintained as required consistent with its applicable maintenance plan. For small MS4s with limited enforcement authority, this requirement applies to the structural controls owned and operated by the small MS4 or its contractors that perform these activities within the small MS4's regulated area.
 - a. Inspection Reports - The permittee shall document its inspection findings in an inspection report and make them available for review by the TCEQ.

5. Pollution Prevention and Good Housekeeping for Municipal Operations

(a) Program development

- (1) All permittees shall develop and implement an operation and maintenance program, including an employee training component that has the ultimate goal of preventing or reducing pollutant runoff from municipal activities and municipally owned areas including but not limited to park and open space maintenance; street, road, or highway maintenance; fleet and building maintenance; stormwater system maintenance; new construction and land disturbances; municipal parking lots; vehicle and equipment maintenance and storage yards; waste transfer stations; and salt/sand storage locations.

Existing permittees shall assess program elements that were described in the previous permit, modify as necessary, and develop and implement new elements, as necessary, to continue reducing the discharges of pollutants from the MS4 to the MEP. New elements must be fully implemented by the end of this permit term and newly regulated permittees shall have the program fully implemented by the end of this permit term. See also Part III.A.1.(c))

(b) Requirements for all Permittees

All permittees shall include the requirements described below in Parts III.B.5.(1)-(6) in the program:

(1) Permittee-owned Facilities and Control Inventory

All permittees shall develop and maintain an inventory of facilities and stormwater controls that it owns and operates within the regulated area of the small MS4. If feasible, the inventory may include all applicable permit numbers, registration numbers, and authorizations for each facility or controls. The inventory must be available for review by TCEQ and must include, but is not limited, to the following, as applicable:

- a. Composting facilities;
- b. Equipment storage and maintenance facilities;
- c. Fuel storage facilities;
- d. Hazardous waste disposal facilities;
- e. Hazardous waste handling and transfer facilities;

- f. Incinerators;
- g. Landfills;
- h. Materials storage yards;
- i. Pesticide storage facilities;
- j. Buildings, including schools, libraries, police stations, fire stations, and office buildings;
- k. Parking lots;
- l. Golf courses;
- m. Swimming pools;
- n. Public works yards;
- o. Recycling facilities;
- p. Salt storage facilities;
- q. Solid waste handling and transfer facilities;
- r. Street repair and maintenance sites;
- s. Vehicle storage and maintenance yards; and
- t. Structural stormwater controls.

(2) Training and Education

All permittees shall inform or train appropriate employees involved in implementing pollution prevention and good housekeeping practices. All permittees shall maintain a training attendance list for inspection by TCEQ when requested.

(3) Disposal of Waste Material - Waste materials removed from the small MS4 must be disposed of in accordance with 30 TAC Chapters 330 or 335, as applicable.

(4) Contractor Requirements and Oversight

- a. Any contractors hired by the permittee to perform maintenance activities on permittee-owned facilities must be contractually required to comply with all of the stormwater control measures, good housekeeping practices, and facility-specific stormwater management operating procedures described in Parts III B.5.(2)-(6).
- b. All permittees shall provide oversight of contractor activities to ensure that contractors are using appropriate control measures and SOPs. Oversight procedures must be developed before the end of the permit term and maintained on site and made available for inspection by TCEQ.

(5) Municipal Operation and Maintenance Activities

- a. Assessment of permittee-owned operations

All permittees shall evaluate operation and maintenance (O&M) activities for their potential to discharge pollutants in stormwater, including but not limited to:

- (i) Road and parking lot maintenance may include such areas as pothole repair, pavement marking, sealing, and re-paving;

- (ii) Bridge maintenance may include such areas as re-chipping, grinding, and saw cutting;
 - (iii) Cold weather operations, including plowing, sanding, and application of deicing and anti-icing compounds and maintenance of snow disposal areas; and
 - (iv) Right-of-way maintenance, including mowing, herbicide and pesticide application, and planting vegetation.
 - b. All permittees shall identify pollutants of concern that could be discharged from the above O&M activities (for example, metals; chlorides; hydrocarbons such as benzene, toluene, ethyl benzene, and xylenes; sediment; and trash).
 - c. All permittees shall develop and implement a set of pollution prevention measures that will reduce the discharge of pollutants in stormwater from the above activities. These pollution prevention measures may include the following examples:
 - (i) Replacing materials and chemicals with more environmentally benign materials or methods;
 - (ii) Changing operations to minimize the exposure or mobilization of pollutants to prevent them from entering surface waters; and
 - (iii) Placing barriers around or conducting runoff away from deicing chemical storage areas to prevent discharge into surface waters.
 - d. Inspection of pollution prevention measures - All pollution prevention measures implemented at permittee-owned facilities must be visually inspected at a frequency determined by the permittee to ensure they are working properly. A log of inspections must be maintained and made available for review by the TCEQ upon request.
- (6) Structural Control Maintenance
- If BMPs include structural controls, maintenance of the controls must be performed at a frequency determined by the permittee and consistent with maintaining the effectiveness of the BMP.

(c) Additional Requirements for Level 3 and 4 small MS4s:

In addition to the requirements described in Parts.B.5.(b)(1)-(6) above, permittees who operate level 3 or 4 small MS4s shall meet the following requirements:

- (1) Storm Sewer System Operation and Maintenance
 - a. Permittees who operate level 3 or 4 small MS4s shall develop and implement an O&M program to reduce to the maximum extent practicable the collection of pollutants in catch basins and other surface drainage structures.
 - b. Permittees who operate level 3 or 4 small MS4s shall develop a list of potential problem areas. The permittees shall identify and prioritize problem areas for increased inspection (for example, areas with recurrent illegal dumping).
- (2) Operation and Maintenance Program to Reduce Discharges of Pollutants from Roads

Permittees who operate level 3 or 4 small MS4s shall implement an O&M program that includes, if feasible and practicable, a street sweeping and cleaning program,

or an equivalent BMP such as an inlet protection program, which must include an implementation schedule and a waste disposal procedure. The basis for the decision must be included in the SWMP. If a street sweeping and cleaning program is implemented, the permittee shall evaluate the following permittee-owned and operated areas for the program: streets, road segments, and public parking lots including, but not limited to, high traffic zones, commercial and industrial districts, sport and event venues, and plazas, as well as areas that consistently accumulate high volumes of trash, debris, and other stormwater pollutants.

- a. Implementation schedules – If a sweeping program is implemented, the permittee shall sweep the areas in the program (for example, the streets, roads, and public parking lots) in accordance with a frequency and schedule determined in the permittee's O&M program.
- b. For areas where street sweeping is technically infeasible (for example, streets without curbs), the permittee shall focus implementation of other trash and litter control procedures, or provide inlet protection measures to minimize pollutant discharges to storm drains and creeks.
- c. Sweeper Waste Material Disposal – If utilizing street sweepers, the permittee shall develop a procedure to dewater and dispose of street sweeper waste material and shall ensure that water and material will not reenter the small MS4.

(3) Mapping of Facilities

Permittees who operate level 3 or 4 small MS4s shall, on a map of the area regulated under this general permit, identify where the permittee-owned and operated facilities and stormwater controls are located.

(4) Facility Assessment

Permittees who operate level 3 or 4 small MS4s shall perform the following facility assessment in the regulated portion of the small MS4 operated by the permittee:

- a. Assessment of Facilities' Pollutant Discharge Potential - The permittee shall review the facilities identified in Part III.B.5.(b) once per permit term for their potential to discharge pollutants into stormwater.
- b. Identification of *high priority* facilities - Based on the Part III.B.5.(c)(4)a. assessment, the permittee shall identify as *high priority* those facilities that have a high potential to generate stormwater pollutants and shall document this in a list of these facilities. Among the factors that must be considered in giving a facility a high priority ranking are the amount of urban pollutants stored at the site, the identification of improperly stored materials, activities that must not be performed outside (for example, changing automotive fluids, vehicle washing), proximity to waterbodies, proximity to sensitive aquifer recharge features, poor housekeeping practices, and discharge of pollutant(s) of concern to impaired water(s). High priority facilities must include, at a minimum, the permittee's maintenance yards, hazardous waste facilities, fuel storage locations, and any other facilities at which chemicals or other materials have a high potential to be discharged in stormwater.
- c. Documentation of Assessment Results - The permittee shall document the results of the assessments and maintain copies of all site evaluation checklists used to conduct the assessments. The documentation must include the results

of the permittee's initial assessment, and any identified deficiencies and corrective actions taken.

(5) Development of Facility Specific SOPs

Permittees who operate level 3 or 4 small MS4s shall develop facility specific stormwater management SOPs. The permittee may utilize existing plans or documents that may contain the following required information:

- a. For each high priority facility identified in Part III.B.5.(c)(4)b., the permittee shall develop a SOP that identifies BMPs to be installed, implemented, and maintained to minimize the discharge of pollutants in stormwater from each facility.
- b. A hard or electronic copy of the facility-specific stormwater management SOP (or equivalent existing plan or document) must be maintained and be available for review by the TCEQ. The SOP must be kept on site when possible and must be updated as necessary.

(6) Stormwater Controls for High Priority Facilities

Permittees who operate level 3 or 4 small MS4s shall implement the following stormwater controls at all high priority facilities identified in Part III.B.5.(c)(4)b. A description of BMPs developed to comply with this requirement must be included in each facility specific SOP:

- a. General good housekeeping – Material with a potential to contribute to stormwater pollution should be sheltered from exposure to stormwater when feasible.
- b. De-icing and anti-icing material storage - The permittee shall ensure, to the MEP, that stormwater runoff from storage piles of salt and other de-icing and anti-icing materials is not discharged; or shall ensure that any discharges from the piles are authorized under a separate discharge permit.
- c. Fueling operations and vehicle maintenance - The permittee shall develop SOPs (or equivalent existing plans or documents) which address spill prevention and spill control at permittee-owned and operated vehicle fueling, vehicle maintenance, and bulk fuel delivery facilities.
- d. Equipment and vehicle washing - The permittee shall develop SOPs that address equipment and vehicle washing activities at permittee-owned and operated facilities. The discharge of equipment and vehicle wash water to the small MS4 or directly to receiving waters from permittee-owned facilities is not authorized under this general permit. To ensure that wastewater is not discharged under this general permit, the permittee's SOP may include installing a vehicle wash reclaim system, capturing and hauling the wastewater for proper disposal, connecting to sanitary sewer (where applicable and approved by local authorities), ceasing the washing activity, or applying for and obtaining a separate TPDES permit.

(7) Inspections

Permittees who operate level 3 or 4 small Ms4s shall develop and implement an inspection program, which at a minimum must include periodic inspections of high priority permittee-owned facilities. The results of the inspections and observations must be documented and available for review by the TCEQ.

(d) Additional Requirements for Level 4 small MS4s:

In addition to all the requirements described in Parts III.B.5(b) and III.B.5.(c) above, permittees who operate level 4 small MS4s shall meet the following requirements:

(1) Pesticide, Herbicide, and Fertilizer Application and Management

- a. Landscape maintenance - The permittee shall evaluate the materials used and activities performed on public spaces owned and operated by the permittee such as parks, schools, golf courses, easements, public rights of way, and other open spaces for pollution prevention opportunities. Maintenance activities for the turf landscaped portions of these areas may include mowing, fertilization, pesticide application, and irrigation. Typical pollutants include sediment, nutrients, hydrocarbons, pesticides, herbicides, and organic debris.
- b. The permittee shall implement the following practices to minimize landscaping-related pollutant generation with regard to public spaces owned and operated by the permittee:
 - (i) Educational activities, permits, certifications, and other measures for the permittee's applicators and distributors.
 - (ii) Pest management measures that encourage non-chemical solutions where feasible. Examples may include:
 - (a) Use of native plants or xeriscaping;
 - (b) Keeping clippings and leaves out the small MS4 and the street by encouraging mulching, composting, or landfilling;
 - (c) Limiting application of pesticides and fertilizers if precipitation is forecasted within 24 hours, or as specified in label instructions;
 - (d) Reducing mowing of grass to allow for greater pollutant removal, but not jeopardizing motorist safety.
- c. The permittee shall develop schedules for chemical application in public spaces owned and operated by the permittee that minimize the discharge of pollutants from the application due to irrigation and expected precipitation.
- d. The permittee shall ensure collection and proper disposal of the permittee's unused pesticides, herbicides, and fertilizers.

6. Industrial Stormwater Sources

- (a) Permittees operating a level 4 small MS4 shall include the requirements described below in Part III. B.6.(1) – this requirement is only applicable to level 4 MS4s
 - (1) Permittees who operate level 4 small MS4s shall identify and control pollutants in stormwater discharges to the small MS4 from permittee's landfills; other treatment, storage, or disposal facilities for municipal waste (for example, transfer stations and incinerators); hazardous waste treatment, storage, disposal and recovery facilities and facilities that are subject to Emergency Planning and Community Right-to-Know Act (EPCRA) Title III, Section 313; and any other industrial or commercial discharge the permittee determines are contributing a substantial pollutant loading to the small MS4. The program must include priorities and procedures for inspections and for implementing control measures for such discharges.

7. Authorization for Construction Activities where the Small MS4 is the Site Operator

The development of this MCM for construction activities, where the small MS4 is the site operator, is optional and provides an alternative to the MS4 operator seeking coverage under TPDES CGP, TXR150000 for each construction activity. Permittees that choose to develop this measure will be authorized to discharge stormwater and certain non-stormwater from construction activities where the MS4 operator meets the definition of a construction site operator in Part I of this general permit. When developing this measure, permittees are required to meet all requirements of, and be consistent with, applicable effluent limitation guidelines for the Construction and Development industry (40 CFR Part 450), TPDES CGP TXR150000, and Part III.B.3 of this permit. The authorization to discharge under this MCM is limited to the regulated area, such as the portion of the small MS4 located within a UA or the area designated by TCEQ as requiring coverage. However, an MS4 operator may also utilize this MCM over additional portions of their small MS4 that are also in compliance with all of the MCMs listed in this general permit. This MCM must be developed as a part of the SWMP that is submitted with the NOI for permit coverage. If this MCM is developed after submitting the initial NOI, a NOC must be submitted notifying the executive director of this change, and identifying the geographical area or boundary where the activities will be conducted under the provisions of this general permit. Utilization of this MCM does not preclude a small MS4 from obtaining coverage under the TPDES CGP, TXR150000, or under an individual TPDES permit.

This MCM is only available for projects where the small MS4 is a construction site operator or owner, and the MCM does not provide any authorization for other construction site operators at a municipal project.

Controls required under this MCM must be implemented prior to discharge from a municipal construction site into surface water in the state.

(a) The MCM must include:

- (1) A description of how construction activities will generally be conducted by the permittee so as to take into consideration local conditions of weather, soils, and other site specific considerations;
- (2) A description of the area that this MCM will address and where the permittee's construction activities are covered (for example within the boundary of the urbanized area, the corporate boundary, a special district boundary, an extra territorial jurisdiction, or other similar jurisdictional boundary);
- (3) Either a description of how the permittee will supervise or maintain oversight over contractor activities to ensure that the SWP3 requirements are properly implemented at the construction site; or how the permittee will make certain that contractors have a separate authorization for stormwater discharges;
- (4) A general description of how a SWP3 will be developed for each construction site, according to Part VI of this general permit, "Authorization for Municipal Construction Activities"; and
- (5) Records of municipal construction activities authorized under this optimal MCM, in accordance with Part VI of this general permit.

Section C. General Requirements

Permittees shall provide information in the SWMP documenting the development and implementation of the program. At a minimum, the documentation must include:

1. A list of any public or private entities assisting with the development or implementation of the SWMP;
2. If applicable, a list of all MS4 operators contributing to the development and implementation of the SWMP, including a clear description of the contribution;
3. A list of all BMPs and measurable goals for each of the MCMs;
4. A schedule for the implementation of all SWMP requirements. The schedule must include, as appropriate, the months and years in which the permittee will undertake required actions, including interim milestones and the frequency of the action throughout the permit term.
5. A description of how each measurable goal will be evaluated; and
6. A rationale statement that addresses the overall program, including how the BMPs and measurable goals were selected.

Part IV. Recordkeeping and Reporting**Section A. Recordkeeping**

1. The permittee shall retain all records, a copy of this TPDES general permit, and records of all data used to complete the application (NOI) for this general permit and satisfy the public participation requirements, for a period of at least three (3) years, or for the remainder of the term of this general permit, whichever is longer. This period may be extended by request of the executive director at any time.
2. The permittee shall submit the records to the executive director only when specifically asked to do so. The SWMP required by this general permit (including a copy of the general permit) must be retained at a location accessible to the TCEQ.
3. The permittee shall make the NOI and the SWMP available to the public at reasonable times during regular business hours, if requested to do so in writing. Copies of the SWMP must be made available within ten (10) working days of receipt of a written request. Other records must be provided in accordance with the Texas Public Information Act. However, all requests for records from federal facilities must be made in accordance with the Freedom of Information Act.
4. The period during which records are required to be kept shall be automatically extended to the date of the final disposition of any administrative or judicial enforcement action that may be instituted against the permittee.

Section B. Reporting**1. General Reporting Requirements****(a) Noncompliance Notification**

According to 30 TAC § 305.125(9), any noncompliance which may endanger human health or safety, or the environment, must be reported by the permittee to the TCEQ. Report of such information must be provided orally or by electronic facsimile

transmission (FAX) to the TCEQ regional office within 24 hours of becoming aware of the noncompliance. A written report must be provided by the permittee to the appropriate TCEQ regional office and to the TCEQ Enforcement Division (MC-224) within five working days of becoming aware of the noncompliance. The written report must contain:

- (1) A description of the noncompliance and its cause;
- (2) The potential danger to human health or safety, or the environment;
- (3) The period of noncompliance, including exact dates and times;
- (4) If the noncompliance has not been corrected, the anticipated time it is expected to continue; and
- (5) Steps taken or planned to reduce, eliminate, and prevent recurrence of the noncompliance, and to mitigate its adverse effects.

(b) Other Information

When the permittee becomes aware that it either submitted incorrect information or failed to submit complete and accurate information requested in an NOI, NOT, or NOC, or any other report, the permittee shall promptly submit the facts or information to the executive director.

2. Annual Report

The MS4 operator shall submit a concise annual report to the executive director within 90 days of the end of each reporting year. For the purpose of this section, the reporting year may include either the permit year, the permittee's fiscal year or the calendar year, as elected by the small MS4 and notified to the TCEQ in the application submittal. The annual report must address the previous reporting year.

The first reporting year for annual reporting purposes shall begin on the permit effective date, and shall last for a period of one (1) year (the end of the "permit year"). Alternatively, if the permittee elects to report based on its fiscal year, the first reporting year will last until the end of the fiscal year following the end of the first permit year. If the permittee elects to report based on the calendar year, then the first reporting year will last until December 31, 2014.

Subsequent calendar years will begin at the beginning of the first reporting year (which will vary based on the previous paragraph) and last for one (1) year. The MS4 operator shall also make a copy of the annual report readily available for review by TCEQ personnel upon request. The report must include:

- (a) The status of the compliance with permit conditions, an assessment of the appropriateness of the identified BMPs, progress towards achieving the statutory goal of reducing the discharge of pollutants to the MEP, the measurable goals for each of the MCMs, and an evaluation of the success of the implementation of the measurable goals;
- (b) A summary of the results of information collected and analyzed, during the reporting period, including monitoring data used to assess the success of the program at reducing the discharge of pollutants to the MEP;
- (c) If applicable, a summary of any activities taken to address the discharge to impaired waterbodies, including any sampling results and a summary of the small MS4s BMPs used to address the pollutant of concern;

- (d) A summary of the stormwater activities the MS4 operator plans to undertake during the next reporting year;
- (e) Proposed changes to the SWMP, including changes to any BMPs or any identified measurable goals that apply to the program elements;
- (f) Description and schedule for implementation of additional BMP's that may be necessary, based on monitoring results, to ensure compliance with applicable TMDLs and implementations plans;
- (g) Notice that the MS4 operator is relying on another government entity to satisfy some of its permit obligations (if applicable);
- (h) The number of construction activities where the small MS4 is the operator and authorized under the 7th optional MCM, including the total number of acres disturbed; and
- (i) The number of construction activities that occurred within the jurisdictional area of the small MS4 (as noticed to the permittee by the construction operator), and that were not authorized under the 7th MCM.

An annual report must be prepared whether or not the NOI and SWMP have been approved by the TCEQ. If the permittee has either not implemented the SWMP or not begun to implement the SWMP because it has not received approval of the NOI and SWMP, then the annual report may include that information.

If permittees share a common SWMP, they shall contribute to and submit a single system-wide report. Each permittee shall sign and certify the annual report in accordance with 30 TAC § 305.128 (relating to Signatories to Reports).

The annual report must be submitted with the appropriate TCEQ reporting forms if available, or as otherwise approved by TCEQ.

The annual report must be submitted to the following address:

Texas Commission on Environmental Quality
Stormwater & Pretreatment Team; MC - 148
P.O. Box 13087
Austin, Texas 78711-3087

A copy of the annual report must also be submitted to the TCEQ Regional Office that serves the area of the regulated small MS4.

If available, electronic submission of annual reports is encouraged. The Federal Waste Reduction Act and the Government Paperwork Elimination Act encourages governmental agencies to use electronic submission. See the TCEQ website at, www.tceq.texas.gov for additional information and instructions.

Part V. Standard Permit Conditions

- A. The permittee has a duty to comply with all permit conditions. Failure to comply with any permit condition is a violation of the general permit and statutes under which it was issued, and is grounds for enforcement action, for terminating coverage under this general permit, or for requiring a discharger to apply for and obtain an individual TPDES permit.

- B. It shall not be a defense for the permittee in an enforcement action that it would have been necessary to halt or reduce the permitted activity in order to maintain compliance with the conditions of this permit.
- C. The permittee shall take all reasonable steps to minimize or prevent any discharge in violation of this permit which has a reasonable likelihood of adversely affecting human health or the environment.
- D. Authorization under this general permit may be suspended or revoked for cause. Filing a notice of planned changes or anticipated non-compliance by the permittee does not stay any permit condition. The permittee shall furnish to the executive director, upon request and within a reasonable timeframe, any information necessary for the executive director to determine whether cause exists for modifying, revoking, suspending, reissuing or terminating authorization under this general permit. Additionally, the permittee shall provide to the executive director, upon request, copies of all records that the permittee shall maintain as a condition of this general permit.
- E. The permittee shall at all times properly operate and maintain all facilities and systems of treatment and control (and related appurtenances) which are installed or used to achieve compliance with the conditions of this permit and with the condition of the permittee's SWMP. Proper operation and maintenance also includes adequate laboratory controls and appropriate quality assurance procedures. Proper operation and maintenance requires the operation of backup or auxiliary facilities or similar systems, installed only when the operation is necessary to achieve compliance with the conditions of this permit.
- F. Inspection and entry shall be allowed under the TWC Chapters 26-28, Health and Safety Code §§ 361.032-361.033 and 361.037, and 40 CFR §122.41(i). The statement in TWC § 26.014 that commission entry of a facility shall occur according to an establishment's rules and regulations concerning safety, internal security, and fire protection is not grounds for denial or restriction of entry to any part of the facility or site, but merely describes the commission's duty to observe appropriate rules and regulations during an inspection.
- G. The discharger is subject to administrative, civil, and criminal penalties, as applicable, under the TWC, Chapters 26, 27, and 28, and the Texas Health and Safety Code, Chapter 361 for violations including but not limited to the following:
 - 1. Negligently or knowingly violating CWA, §§ 301, 302, 303, 306, 307, 308, 318, or 405, or any condition or limitation implementing any sections in a permit issued under CWA, § 402; and
 - 2. Knowingly making any false statement, representation, or certification in any record or other document submitted or required to be maintained under a permit, including monitoring reports or reports of compliance or noncompliance.
- H. All reports and other information requested by or submitted to the executive director must be signed by the person and in the manner required by 30 TAC § 305.128 (relating to Signatories to Reports).
- I. Authorization under this general permit does not convey property or water rights of any sort and does not grant any exclusive privilege.

- J. The permittee shall implement its SWMP on any new areas under its jurisdiction that are located in a UA or that are designated by the TCEQ. Implementation of the SWMP in these areas is required the greater of three (3) years from acquiring the new area, or five (5) years from the date of initial permit coverage.

Part VI. Authorization for Municipal Construction Activities – Applicable only if the 7th Optional MCM is selected

The MS4 operator may obtain authorization under TPDES CGP, TXR150000 to discharge stormwater runoff from each construction activity performed by the MS4 operator that results in a land disturbance of one (1) acre or more of land or less than one (1) acre of land, if the construction activity is part of a larger common plan of development or sale that would disturb one acre or more. Alternatively, the MS4 operator may develop the SWMP to include the optional seventh (7th) stormwater MCM listed in Part III.B.7 of this general permit if the eligibility requirements in Part VI.A. below are met. If an MS4 operator decides to utilize this MCM, then the MS4 operator must include this MCM in its SWMP submitted with the NOI or submit an NOC notifying the executive director of the addition of this MCM to its SWMP. The MS4 operator must identify the geographic area or boundary where the construction activities will be conducted under the provisions of this general permit. If the permittee meets the terms and requirements of this general permit, then discharges from these construction activities may be authorized under this general permit as long as they occur within the regulated geographic area of the small MS4. An MS4 operator may utilize this MCM over additional portions of their small MS4 if those areas are also in compliance with all MCMs listed in this general permit. Even if an MS4 operator has developed this optional seventh stormwater MCM, the MS4 operator may apply under TPDES CGP TXR150000 for authorization for particular municipal construction activities including those activities that occur during periods of low potential for erosion (for which no SWP3 must be developed).

Section A. Eligible Construction Sites

Discharges from construction activities within the regulated area where the MS4 operator meets the definition of construction site operator are eligible for authorization under this general permit. Discharges from construction activities outside of the regulated area, where the MS4 operator meets the definition of construction site operator, are only eligible for authorization under this general permit in those areas where the MS4 operator meets the requirements of Parts III.B.1. through III.B.6 of this general permit, related to MCMs.

Section B. Discharges Eligible for Authorization

1. Stormwater Associated with Construction Activity

Discharges of stormwater runoff from small and large construction activities may be authorized under this general permit.

2. Discharges of Stormwater Associated with Construction Support Activities

Discharges of stormwater runoff from construction support activities, including concrete batch plants, asphalt batch plants, equipment staging areas, material storage yards, material borrow areas, and excavated material disposal areas may be authorized under this general permit provided:

- (a) The activity is located within a one-mile distance from the boundary of the permitted construction site and directly supports the construction activity;
- (b) A SWP3 is developed according to the provisions of this general permit and includes appropriate controls and measures to control sediment and erosion and discharge of pollutants in stormwater runoff from the supporting construction activity site;
- (c) The construction support activity either does not operate beyond the completion date of the construction activity or obtains separate TPDES authorization for discharges as required; and
- (d) Discharge of stormwater from concrete production facilities must meet the requirements in Section E below

3. Non-Stormwater Discharges

The following non-stormwater discharges from construction sites authorized under this general permit are also eligible for authorization under this MCM:

- (a) Discharges from emergency fire fighting activities (fire fighting activities do not include washing of trucks, run-off water from training activities, test water from fire suppression systems, and similar activities);
- (b) Uncontaminated fire hydrant flushings (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life), which include flushings from systems that utilize potable water, surface water, or groundwater that does not contain additional pollutants (uncontaminated fire hydrant flushings do not include systems utilizing reclaimed wastewater as a source water);
- (c) Water from the routine external washing of vehicles, the external portion of buildings or structures, and pavement, where detergents and soaps are not used and where spills or leaks of toxic or hazardous materials have not occurred (unless spilled materials have been removed; and if local state, or federal regulations are applicable, the materials are removed according to those regulations), and where the purpose is to remove mud, dirt, or dust;
- (d) Uncontaminated water used to control dust;
- (e) Potable water sources including waterline flushings (excluding discharges of hyperchlorinated water, unless the water is first dechlorinated and discharges are not expected to adversely affect aquatic life);
- (f) Uncontaminated air conditioning condensate; and
- (g) Uncontaminated ground water or spring water, including foundation or footing drains where flows are not contaminated with industrial materials such as solvents.

4. Other Permitted Discharges

Any discharge authorized under a separate TPDES or TCEQ permit may be combined with discharges from construction sites operated by the small MS4, provided the discharge complies with the associated permit.

Section C. Limitations on Permit Coverage

Discharges that occur after construction activities have been completed, and after the construction site and any supporting activity site have undergone final stabilization, are not eligible for coverage under Part VI of the general permit.

Section D. Stormwater Pollution Prevention Plan (SWP3) Requirements

Operators of municipal construction activities that qualify for coverage under this general permit and that discharge stormwater associated with construction activities into surface water in the state must:

1. Develop a SWP3 according to the provisions of this general permit that covers the entire site and begin implementation of that plan prior to commencing construction activities;
2. Post a signed copy of a TCEQ approved site notice in a location at the construction site where it is readily available for viewing prior to commencing construction activities and maintain the notice in that location until completion of the construction activity and final stabilization of the site;
3. Ensure the project specifications allow or provide that adequate BMPs may be developed and modified as necessary to meet the requirements of this general permit and the SWP3;
4. Ensure all contractors are aware of the SWP3 requirements, are aware that municipal personnel are responsible for the day-to-day operations of the SWP3, and who to contact concerning SWP3 requirements; and
5. Ensure that the SWP3 identifies the municipal personnel responsible for implementation of control measures described in the plan.

Section E. Stormwater Runoff from Concrete Batch Plants

Discharges of stormwater runoff from concrete batch plants at regulated construction sites may be authorized under the provisions of this general permit provided that the following requirements are met for concrete batch plant(s) authorized under this permit. If discharges of stormwater runoff from concrete batch plants are not covered under this general permit, then discharges must be authorized under an alternative general permit or an individual permit. This permit does not authorize the discharge or land disposal of any wastewater from concrete batch plants at regulated construction sites. Authorization for these wastes must be obtained under an individual permit or an alternative general permit.

1. Benchmark Sampling Requirements

- (a) Operators of concrete batch plants authorized under this section must sample the stormwater runoff from the concrete batch plants according to the requirements of this section of the general permit, and must conduct evaluations of the effectiveness of the SWP3 based on the following benchmark monitoring values:

Table 1. Benchmark Monitoring

Benchmark Parameters	Benchmark Value	Sampling Frequency	Sample Type
Oil and Grease	15 mg/L	1/quarter (*1)(*2)	Grab (*3)

Benchmark Parameters	Benchmark Value	Sampling Frequency	Sample Type
Total Suspended Solids	100 mg/L	1/quarter (*1)(*2)	Grab (*3)
pH	6.0-9.0 S.U.	1/quarter (*1)(*2)	Grab (*3)
Total Iron	1.3 mg/L	1/quarter (*1)(*2)	Grab (*3)

(*1) When discharge occurs. Sampling is required within the first 30 minutes of discharge. If it is not practicable to take the sample, or to complete the sampling, within the first 30 minutes, sampling must be completed within the first hour of discharge. If sampling is not completed within the first 30 minutes of discharge, the reason must be documented and attached to all required reports and records of the sampling activity.

(*2) Sampling must be conducted at least once during each of the following periods. The first sample must be collected during the first full quarter that a stormwater discharge occurs from a concrete batch plant authorized under this general permit.

January through March
April through June
July through September
October through December

For projects lasting less than one full quarter, a minimum of one sample shall be collected, provided that a stormwater discharge occurred at least once following submission of the NOI.

(*3) A grab sample shall be collected from the stormwater discharge resulting from a storm event that is at least 0.1 inches of measured precipitation that occurs at least 72 hours from the previously measurable storm event. The sample shall be collected downstream of the concrete batch plant, and where the discharge exits any BMPs utilized to handle the runoff from the batch plant, prior to commingling with any other water authorized under this general permit.

- (b) The permittee shall compare the results of sample analyses to the benchmark values above, and must include this comparison in the overall assessment of the SWP3's effectiveness. Analytical results that exceed a benchmark value are not a violation of this permit, as these values are not numeric effluent limitations. Results of analyses are indicators that modifications of the SWP3 should be assessed and may be necessary to protect water quality. The operator must investigate the cause for each exceedance and must document the results of this investigation in the SWP3 by the end of the quarter following the sampling event.

The operator's investigation must identify the following:

- (1) Any additional potential sources of pollution, such as spills that might have occurred;
- (2) Necessary revisions to good housekeeping measures that are part of the SWP3;
- (3) Additional BMPs, including a schedule to install or implement the BMPs; and

- (4) Other parts of the SWP3 that may require revisions in order to meet the goal of the benchmark values.

Background concentrations of specific pollutants may also be considered during the investigation. If the operator is able to relate the cause of the exceedance to background concentrations, then subsequent exceedances of benchmark values for that pollutant may be resolved by referencing earlier findings in the SWP3. Background concentrations may be identified by laboratory analyses of samples of stormwater run-on to the permitted facility, by laboratory analyses of samples of stormwater run-off from adjacent non-industrial areas, or by identifying the pollutant is a naturally occurring material in soils at the site.

2. BMPs and SWP3 Requirements

Minimum Stormwater Pollution Prevention Plan (SWP3) Requirements - The following are required in addition to other SWP3 requirements listed in this section:

- (a) Description of Potential Pollutant Sources - The SWP3 must provide a description of potential sources (activities and materials) that may reasonably be expected to affect the quality of stormwater discharges associated with concrete batch plants authorized under this permit. The SWP3 must describe practices that that will be used to reduce the pollutants in these discharges to assure compliance with this general permit, including the protection of water quality, and must ensure the implementation of these practices. The following must be developed, at a minimum, in support of developing this description:
- (1) Drainage – The site map must include the following information:
- a. The location of all outfalls for stormwater discharges associated with concrete batch plants that are authorized under this permit;
 - b. A depiction of the drainage area and the direction of flow to the outfall(s);
 - c. Structural controls used within the drainage area(s);
 - d. The locations of the following areas associated with concrete batch plants that are exposed to precipitation: vehicle and equipment maintenance activities (including fueling, repair, and storage areas for vehicles and equipment scheduled for maintenance); areas used for the treatment, storage, or disposal of wastes listed in the TPDES Construction General Permit TXR150000; liquid storage tanks; material processing and storage areas; and loading and unloading areas; and
 - e. The locations of the following: any bag house or other dust control device(s); recycle or sedimentation pond, clarifier or other device used for the treatment of facility wastewater (including the areas that drain to the treatment device); areas with significant materials; and areas where major spills or leaks have occurred.
- (2) Inventory of Exposed Materials – A list of materials handled at the concrete batch plant that may be exposed to stormwater and that have a potential to affect the quality of stormwater discharges associated with concrete batch plants that are authorized under this general permit.
- (3) Spills and Leaks - A list of significant spills and leaks of toxic or hazardous pollutants that occurred in areas exposed to stormwater and that drain to

stormwater outfalls associated with concrete batch plants authorized under this general permit must be developed, maintained, and updated.

- (4) Sampling Data - A summary of existing stormwater discharge sampling data must be maintained, if available.
- (b) Measures and Controls - The SWP3 must include a description of management controls to regulate pollutants identified in the SWP3's "Description of Potential Pollutant Sources" from Part VI.E.2.(a) of this permit, and a schedule for implementation of the measures and controls. This must include, at a minimum:
 - (1) Good Housekeeping - Good housekeeping measures must be developed and implemented in the area(s) associated with concrete batch plants.
 - a. Operators must prevent or minimize the discharge of spilled cement, aggregate (including sand or gravel), settled dust, or other significant materials from paved portions of the site that are exposed to stormwater.

Measures used to minimize the presence of these materials may include regular sweeping or other equivalent practices. These practices must be conducted at a frequency that is determined based on consideration of the amount of industrial activity occurring in the area and frequency of precipitation, and shall occur at least once per week when cement or aggregate is being handled or otherwise processed in the area.
 - b. Operators must prevent the exposure of fine granular solids, such as cement, to stormwater. Where practicable, these materials must be stored in enclosed silos, hoppers or buildings, in covered areas, or under covering.
 - (2) Spill Prevention and Response Procedures - Areas where potential spills that can contribute pollutants to stormwater runoff, and the drainage areas from these locations, must be identified in the SWP3. Where appropriate, the SWP3 must specify material handling procedures, storage requirements, and use of equipment. Procedures for cleaning up spills must be identified in the SWP3 and made available to the appropriate personnel.
 - (3) Inspections - Qualified facility personnel (for example, a person or persons with knowledge of this general permit, the concrete batch plant, and the SWP3 related to the concrete batch plant(s) for the site) must be identified to inspect designated equipment and areas of the facility specified in the SWP3. The inspection frequency must be specified in the SWP3 based upon a consideration of the level of concrete production at the facility, but must be a minimum of once per month while the facility is in operation. The inspection must take place while the facility is in operation and must, at a minimum, include all areas that are exposed to stormwater at the site, including material handling areas, above ground storage tanks, hoppers or silos, dust collection or containment systems, truck wash down and equipment cleaning areas. Follow-up procedures must be used to ensure that appropriate actions are taken in response to the inspections. Records of inspections must be maintained and be made readily available for inspection upon request.
 - (4) Employee Training - An employee training program must be developed to educate personnel responsible for implementing any component of the SWP3, or personnel otherwise responsible for stormwater pollution prevention, with the provisions of the SWP3. The frequency of training must be documented in the SWP3, and at a

minimum, must consist of one training prior to the initiation of operation of the concrete batch plant.

- (5) Record Keeping and Internal Reporting Procedures - A description of spills and similar incidents, plus additional information that is obtained regarding the quality and quantity of stormwater discharges, must be included in the SWP3. Inspection and maintenance activities must be documented and records of those inspection and maintenance activities must be incorporated in the SWP3.
 - (6) Management of Runoff - The SWP3 shall contain a narrative consideration for reducing the volume of runoff from concrete batch plants by diverting runoff or otherwise managing runoff, including use of infiltration, detention ponds, retention ponds, or reusing of runoff.
- (c) Comprehensive Compliance Evaluation – At least once per year, one (1) or more qualified personnel (for example, a person or persons with knowledge of this general permit, the concrete batch plant, and the SWP3 related to the concrete batch plant(s) for the site) shall conduct a compliance evaluation of the plant. The evaluation must include the following:
- (1) Visual examination of all areas draining stormwater associated with regulated concrete batch plants for evidence of, or the potential for, pollutants entering the drainage system. These include but are not limited to: cleaning areas, material handling areas, above ground storage tanks, hoppers or silos, dust collection or containment systems, and truck wash down and equipment cleaning areas. Measures implemented to reduce pollutants in runoff (including structural controls and implementation of management practices) must be evaluated to determine if they are effective and if they are implemented in accordance with the terms of this permit and with the permittee's SWP3. The operator shall conduct a visual inspection of equipment needed to implement the SWP3, such as spill response equipment.
 - (2) Based on the results of the evaluation, the following must be revised as appropriate within two (2) weeks of the evaluation: the description of potential pollutant sources identified in the SWP3 (as required in Part VI.E.2(a), "Description of Potential Pollutant Sources"); and pollution prevention measures and controls identified in the SWP3 (as required in Part VI.E.2.(b) "Measures and Controls"). The revisions may include a schedule for implementing the necessary changes.
 - (3) The permittee shall prepare and include in the SWP3 a report summarizing the scope of the evaluation, the personnel making the evaluation, the date(s) of the evaluation, major observations relating to the implementation of the SWP3, and actions taken in response to the findings of the evaluation. The report must identify any incidents of noncompliance. Where the report does not identify incidences of noncompliance, the report must contain a statement that the evaluation did not identify any incidence(s), and the report must be signed according to 30 TAC Section 305.128, relating to Signatories to Reports.
 - (4) The Comprehensive Compliance Evaluation may substitute for one of the required inspections delineated in Part VI.E.2.(b)(3) of this general permit.

3. Prohibition of Wastewater Discharges

Wastewater discharges associated with concrete production including wastewater disposal by land application are not authorized under this general permit. These wastewater

discharges must be authorized under an alternative TCEQ water quality permit or otherwise disposed of in an authorized manner. Discharges of concrete truck washout at construction sites may be authorized if conducted in accordance with the requirements of Part VI of this general permit.

4. Concrete Truck Wash Out Requirements

This general permit authorizes the wash out of concrete trucks at construction sites regulated under this section of the general permit, provided the following requirements are met. Authorization is limited to the land disposal of wash out water from concrete trucks. Any other direct discharge of concrete production waste water must be authorized under a separate TCEQ general permit or individual permit.

- (a) Direct discharge of concrete truck wash out water to surface water in the state, including discharge to storm sewers, is prohibited by this general permit.
- (b) Concrete truck wash out water shall be discharged to areas at the construction site where structural controls have been established to prevent direct discharge to surface waters or to areas that have a minimal slope that allow infiltration and filtering of wash out water to prevent direct discharge to surface waters. Structural controls may consist of temporary berms, temporary shallow pits, temporary storage tanks with slow rate release, or other reasonable measures to prevent runoff from the construction site.
- (c) Wash out of concrete trucks during rainfall events shall be minimized. The direct discharge of concrete truck wash out water is prohibited at all times, and the operator shall insure that its BMPs are sufficient to prevent the discharge of concrete truck washout as the result of rain.
- (d) The discharge of wash out water shall not cause or contribute to groundwater contamination.
- (e) If a SWP3 is required to be implemented, the SWP3 shall include concrete wash out areas on the associated map.

Section F. Effective Date of Coverage

Construction activities may not commence under this section until the MS4 NOI and SWMP are approved in writing by the TCEQ. Following approval of the NOI and SWMP, operators of construction activities eligible for coverage under this general permit are authorized to discharge stormwater associated with construction activity immediately upon posting the signed construction site notice required under this section.

Section G. Deadlines for SWP3 Preparation and Compliance

The SWP3 must:

- 1. Be completed and initially implemented prior to commencing construction activities that result in soil disturbance;
- 2. Be updated as necessary to reflect the changing conditions of new contractors, new areas of responsibility, and changes in best management practices; and
- 3. Provide for compliance with the terms and conditions of this general permit.

Section H. Plan Review and Making Plans Available

The SWP3 must be retained on-site at the construction site or made readily available at the time of an on-site inspection to: the executive director; a federal, state, or local agency approving sediment and erosion plans, grading plans, or stormwater management plans; and to local government officials.

Section I. Keeping Plans Current

The permittee shall amend the SWP3 whenever either of the following occurs:

1. There is a change in design, construction, operation, or maintenance that has a significant effect on the discharge of pollutants and that has not been previously addressed in the SWP3; or
2. Results of inspections or investigations by site operators, authorized TCEQ personnel, or a federal, state or local agency approving sediment and erosion plans indicate the SWP3 is proving ineffective in eliminating or significantly minimizing pollutants in discharges authorized under this general permit.

Section J. Contents of SWP3

The SWP3 must include, at a minimum, the information described in this section.

1. Site Description

A site description, or project description, which must include:

- (a) A description of the nature of the construction activity, potential pollutants and sources;
- (b) A description of the intended schedule or sequence of major activities that will disturb soils for major portions of the site;
- (c) The number of acres of the entire construction site property and the total number of acres of the site where construction activities will occur, including off-site material storage areas, overburden and stockpiles of dirt, and borrow areas;
- (d) Data describing the soil type or the quality of any discharge from the site;
- (e) A map showing the general location of the site (e.g. a portion of a city or county map);
- (f) A detailed site map indicating the following:
 - (1) Drainage patterns and approximate slopes anticipated after major grading activities;
 - (2) Areas where soil disturbance will occur;
 - (3) Locations of all major structural controls either planned or in place;
 - (4) Locations where temporary or permanent stabilization practices are expected to be used;
 - (5) Locations of construction support activities, including off-site activities that are authorized under the permittee's NOI, including material, waste, borrow, fill, or equipment storage areas;
 - (6) Surface waters (including wetlands) either at, adjacent, or in close proximity to the site;

- (7) Locations where stormwater discharges from the site directly to a surface water body or a MS4; and
- (8) Vehicle wash areas.
- (g) The location and description of asphalt plants and concrete plants (if any) providing support to the construction site and that are also authorized under this general permit;
- (h) The name of receiving waters at or near the site that will be disturbed or that will receive discharges from disturbed areas of the project; and
- (i) A copy of Part VI of this TPDES general permit.

2. Structural and non-structural controls

The SWP3 must describe the structural and the non-structural controls (best management practices) that will be used to minimize pollution in runoff. The description must identify the general timing or sequence for implementation and the party responsible for implementation. At a minimum, the description must include the following components:

- (a) Erosion and Sediment Controls
 - (1) Erosion and sediment controls must be designed to retain sediment on-site to the maximum extent practicable with consideration for local topography and rainfall.
 - (2) Control measures must be properly selected, installed, and maintained according to the manufacturer's or designer's specifications. If periodic inspections or other information indicates a control has been used incorrectly, or that the control is performing inadequately, the operator must replace or modify the control.
 - (3) Sediment must be removed from sediment traps and sedimentation ponds no later than the time that design capacity has been reduced by 50 per cent.
 - (4) If sediment escapes the site, accumulations must be removed at a frequency to minimize further negative effects and, whenever feasible, prior to the next rain event.
 - (5) Controls must be developed to limit offsite transport of litter, construction debris, and construction materials by stormwater runoff.

3. Stabilization Practices

The SWP3 must include a description of interim and permanent stabilization practices for the site, including a schedule of when the practices will be implemented. Site plans should ensure that existing vegetation is preserved where possible.

- (a) Stabilization practices may include but are not limited to: establishment of temporary vegetation, establishment of permanent vegetation, mulching, geotextiles, sod stabilization, vegetative buffer strips, protection of existing trees and vegetation and other similar measures.
- (b) The following records must be maintained and either attached to or referenced in the SWP3 and made readily available upon request to the parties in Part VI.H. of this general permit:
 - (1) The dates when major grading activities occur;
 - (2) The dates when construction activities temporarily or permanently cease on a portion of the site; and

- (3) The dates when stabilization measures are initiated.
- (c) Stabilization measures must be initiated immediately in portions of the site where construction activities have temporarily or permanently ceased, and will not resume for a period exceeding 14 calendar days, except as provided in (1) and (2) below.
 - (1) Where the initiation of stabilization measures by the 14th day after construction activity temporarily or permanently ceased is precluded by snow cover or frozen ground conditions, stabilization measures must be initiated as soon as practicable.
 - (2) Where the initiation of stabilization measures by the 14th day after construction activity has temporarily or permanently ceased is precluded by seasonably arid conditions, stabilization measures must be initiated as soon as practicable. These conditions exist in arid areas, semiarid areas, and areas experiencing drought conditions.

4. Structural Control Practices

The SWP3 must include a description of any structural control practices used to divert flows away from exposed soils, to limit the contact of runoff with disturbed areas, or to lessen the off-site transport of eroded soils.

- (a) Sites with a drainage area of ten (10) or more acres:
 - (1) A sediment basin is required, where feasible, for a common drainage location that serves an area with ten (10) or more acres disturbed at one time. A sedimentation basin may be temporary or permanent, but must provide sufficient storage to contain a calculated volume of runoff from a 2-year, 24-hour storm from each disturbed acre drained. When calculating the volume of runoff from a 2-year, 24-hour storm event, it is not required to include the flows from off-site areas and flow from on-site areas that are either undisturbed or have already undergone final stabilization, if these flows are diverted around both the disturbed areas of the site and the sediment basin. Capacity calculations must be included in the SWP3.
 - (2) Where rainfall data is not available or a calculation cannot be performed the sedimentation basin must provide at least 3,600 cubic feet of storage per acre drained until the site reaches final stabilization.
 - (3) If a sedimentation basin is not feasible, then the permittee shall provide equivalent control measures until the site reaches final stabilization. In determining whether installing a sediment basin is feasible, the permittee may consider factors such as site soils, slope, available area, public safety, precipitation pattern, site geometry, site vegetation, infiltration capacity, geotechnical factors, depth to groundwater, and other similar considerations. The permittee shall document the reason that the sediment basins are not feasible, and shall utilize equivalent control measures, which may include a series of smaller sediment basins.
 - (4) Perimeter Controls – At a minimum, silt fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries of the construction area, and for those side slope boundaries deemed appropriate as dictated by individual site conditions.
- (b) Controls for sites with drainage areas less than ten acres:
 - (1) Sediment traps and sediment basins may be used to control solids in stormwater runoff for drainage locations serving less than ten (10) acres. At a minimum, silt

fences, vegetative buffer strips, or equivalent sediment controls are required for all down slope boundaries of the construction area, and for those side slope boundaries deemed appropriate as dictated by individual site conditions.

- (2) Alternatively, a sediment basin that provides storage for a calculated volume of runoff from a 2-year, 24-hour storm from each disturbed acre drained may be utilized. Where rainfall data is not available or a calculation cannot be performed, a temporary or permanent sediment basin providing 3,600 cubic feet of storage per acre drained may be provided. If a calculation is performed, then the calculation shall be included in the SWP3.

5. Permanent Stormwater Controls

A description of any measures that will be installed during the construction process to control pollutants in stormwater discharges that will occur after construction operations have been completed must be included in the SWP3. Permittees are only responsible for the installation and maintenance of stormwater management measures prior to final stabilization of the site.

6. Other Controls

- (a) Off-site vehicle tracking of sediments and the generation of dust must be minimized.
- (b) The SWP3 must include a description of construction and waste materials expected to be stored on-site and a description of controls to reduce pollutants from these materials.
- (c) The SWP3 must include a description of pollutant sources from areas other than construction (including stormwater discharges from dedicated asphalt plants and dedicated concrete plants), and a description of controls and measures that will be implemented at those sites to minimize pollutant discharges.

7. Effluent Limits

The federal Effluent Limitations Guidelines at 40 CFR Part 450.21(a) apply to all regulated construction activities under this 7th optional MCM, where the small MS4 is the operator.

8. Approved State and Local Plans

- (a) The permittee shall ensure the SWP3 is consistent with requirements specified in applicable sediment and erosion site plans or site permits, or stormwater management site plans or site permits approved by federal, state, or local officials.
- (b) SWP3s must be updated as necessary to remain consistent with any changes applicable to protecting surface water resources in sediment erosion site plans or site permits, or stormwater management site plans or site permits approved by state or local official for whom the permittee receives written notice.

9. Maintenance

All erosion and sediment control measures and other protective measures identified in the SWP3 must be maintained in effective operating condition. If through inspections the permittee determines that BMPs are not operating effectively, maintenance must be performed before the next anticipated storm event or as necessary to maintain the continued effectiveness of stormwater controls. If maintenance prior to the next anticipated

storm event is impracticable, maintenance must be scheduled and accomplished as soon as practicable.

10. Inspections of Controls

- (a) Personnel provided by the permittee must inspect disturbed areas of the construction site that have not been finally stabilized, areas used for storage of materials that are exposed to precipitation, discharge locations, and structural controls for evidence of, or the potential for, pollutants entering the drainage system. Personnel conducting these inspections must be knowledgeable of this general permit, familiar with the construction site, and knowledgeable of the SWP3 for the site. Sediment and erosion control measures identified in the SWP3 must be inspected to ensure that they are operating correctly. Locations where vehicles enter or exit the site must be inspected for evidence of off-site sediment tracking. Inspections must be conducted at least once every 14 calendar days and within 24 hours of the end of a storm event of 0.5 inches or greater.

Where sites have been finally or temporarily stabilized or where runoff is unlikely due to winter conditions (e.g. site is covered with snow, ice, or frozen ground exists), inspections must be conducted at least once every month. In arid or semi-arid, or drought stricken areas, inspections must be conducted at least once every month and within 24 hours after the end of a storm event of 0.5 inches or greater

As an alternative to the above-described inspection schedule of once every 14 calendar days and within 24 hours of a storm event of 0.5 inches or greater, the SWP3 may be developed to require that these inspections will occur at least once every seven (7) calendar days. If this alternative schedule is developed, then the inspection must occur on a specifically defined day, regardless of whether or not there has been a rainfall event since the previous inspection. The inspections may occur on either schedule provided that the SWP3 reflects the current schedule and that any changes to the schedule are conducted in accordance with the following provisions: the schedule may be changed a maximum of one time each month, the schedule change must be implemented at the beginning of a calendar month, and the reason for the schedule change must be documented in the SWP3 (e.g., end of “dry” season and beginning of “wet” season).

- (b) Utility line installation, pipeline construction, and other examples of long, narrow, linear construction activities may provide inspection personnel with limited access to the areas described in Part VI.J.10(a) above. Inspection of these areas could require that vehicles compromise temporarily or even permanently stabilized areas, cause additional disturbance of soils, and increase the potential for erosion. In these circumstances, controls must be inspected at least once every 14 calendar days and within 24 hours of the end of a storm event of 0.5 inches, but representative inspections may be performed. For representative inspections, personnel must inspect controls along the construction site for 0.25 mile above and below each access point where a roadway, undisturbed right-of-way, or other similar feature intersects the construction site and allows access to the areas described in Part VI.J.10.(a) above. The conditions of the controls along each inspected 0.25 mile portion may be considered as representative of the condition of controls along that reach extending from the end of the 0.25 mile portion to either the end of the next 0.25 mile inspected portion, or to the end of the project, whichever occurs first.

As an alternative to the above-described inspection schedule of once every 14 calendar days and within 24 hours of a storm event of 0.5 inches or greater, the SWP3 may be

developed to require that these inspections will occur at least once every seven (7) calendar days. If this alternative schedule is developed, the inspection must occur on a specifically defined day, regardless of whether or not there has been a rainfall event since the previous inspection. The inspections may occur on either schedule provided that the SWP3 reflects the current schedule and that any changes to the schedule are conducted in accordance with the following provisions: the schedule may be changed a maximum of one time each month, the schedule change must be implemented at the beginning of a calendar month, and the reason for the schedule change must be documented in the SWP3 (e.g., end of “dry” season and beginning of “wet” season).

- (c) In the event of flooding or other uncontrollable situations which prohibit access to the inspection sites, inspections must be conducted as soon as access is practicable.
- (d) The SWP3 must be modified based on the results of inspections, as necessary, to better control pollutants in runoff. Revisions to the SWP3 must be completed within seven (7) calendar days following the inspection. If existing BMPs are modified or if additional BMPs are necessary, an implementation schedule must be described in the SWP3 and wherever possible those changes implemented before the next storm event. If implementation before the next anticipated storm event is impracticable, these changes must be implemented as soon as practicable.
- (e) A report summarizing the scope of the inspection, the date(s) of the inspection, and major observations relating to the implementation of the SWP3 must be made and retained as part of the SWP3. Major observations should include: The locations of discharges of sediment or other pollutants from the site; locations of BMPs that need to be maintained; locations of BMPs that failed to operate as designed or proved inadequate for a particular location; and locations where additional BMPs are needed.

Actions taken as a result of inspections must be described within, and retained as a part of, the SWP3. Reports must identify any incidents of non-compliance. Where a report does not identify any incidents of non-compliance, the report must contain a certification that the facility or site is in compliance with the SWP3 and this permit. The report must be signed by the person and in the manner required by 30 TAC §305.128 (relating to Signatories to Reports).

- (f) The names and qualifications of personnel making the inspections for the permittee may be documented once in the SWP3 rather than being included in each report.

11. Pollution Prevention Measures

The SWP3 must identify and ensure the implementation of appropriate pollution prevention measures for all eligible non-stormwater components of the discharge.

Section K. Additional Retention of Records

The permittee shall retain the following records for a minimum period of three (3) years from the date that final stabilization has been achieved on all portions of the site. Records include:

1. A copy of the SWP3; and
2. All reports and actions required by this section, including copies of the construction site notices.

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
STORMWATER MANAGEMENT PROGRAM FOR THE
SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4) PERMIT TXR040000
(Current as of 02/21/14)**

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

THIS AGREEMENT made on the _____ day of _____, 20____ entered into, and executed by and between the City of Tomball, Texas (the "City"), a municipal corporation of the State of Texas, and RG Miller Engineers, Inc. ("Engineer").

WITNESSETH:

WHEREAS, the City desires to Prepare the City's Storm Water Management Program (SWMP) and Notice of Intent (NOI) to the Texas Commission on Environmental Quality (TCEQ) (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to prepare the SWMP and NOI in compliance with state regulations, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering and planning;

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

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in Attachment "A" attached hereto 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 Engineer compensation as stated in Section VII.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a professional and workmanlike manner. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance

of the services agreed to herein. It is further understood and agreed that Engineer 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 Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer 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.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Work is one hundred eighty (180) days beginning from the execution date of this Agreement. Upon written request of Engineer, 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 Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

Engineer 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 Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Attachment "A," up to an amount not to exceed \$27,995.00, plus reimbursable expenses as identified in Attachment "A."

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer 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, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer 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 designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

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

RG Miller Engineers, Inc.
16340 Park Ten Place, Suite 350
Houston, Texas 77084
Attn: Michael Bloom

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

City of Tomball
501 James St.
Tomball, Texas 77375
Attn: City Engineer

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer 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 Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII MODIFICATIONS

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. 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.

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

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

SECTION XV
PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

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

SECTION XVI
INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or 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.

SECTION XVII
MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

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

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

D. 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 has lawfully caused this Agreement to be executed by the City Manager of said City and attested by the City Secretary and _____, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 2014.

ENGINEER:

By: _____
Name: _____
Title: _____

CITY OF TOMBALL, TEXAS

George Shackelford, City Manager

ATTEST:

Doris Speer, City Secretary

ATTACHMENT "A"
SCOPE OF SERVICES
AND
BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

ATTACHMENT “B”

INSURANCE



ATTACHMENT "A"
CITY OF TOMBALL
E&P Project No. 2014-10001
Stormwater Management Program for the
Small Municipal Separate Storm Sewer System (MS4) Permit TXR040000

SCOPE OF WORK

Project Understanding

The US Census Bureau conducted the 2010 Census which showed that the geographic extent of the Houston Urbanized Area had expanded to include the City of Tomball (City). This expansion changed the City's storm sewer system from an *unregulated small MS4* to a *regulated small MS4*. All regulated small MS4s must obtain a Texas Pollutant Discharge Elimination System (TPDES) permit to discharge pollutants associated with stormwater runoff to waters of the state.

On August 24, 2012 the TCEQ published their proposed draft general permit for regulated small MS4 discharges for public review and comment. On September 24, 2012 the comment period closed and the TCEQ initiated the development of their response to comment document and final revisions to the permit. The final version of the permit was made available to the public on November 25, 2013 and was adopted by the TCEQ on December 11, 2013.

The final version of the permit requires the City to prepare a Stormwater Management Program (SWMP), which is a five year plan to reduce pollutants in stormwater runoff from the entire City to the maximum extent practicable. The SWMP and Notice of Intent (NOI) must be finalized and submitted to the TCEQ within 180 days of permit issuance. This deadline is June 11, 2014.

Based on the permit's description of the various categories of regulated small MS4 entities found in Part II.A.5 and the 2010 population of the City reported by the US Census, which is 10,772 people, the City will be considered a *Level 2 Small MS4*. The permit requires the City to develop and implement the following programs over the five year life of the permit:

- Public Education, Outreach, and Involvement
- Illicit Discharge Detection and Elimination
- Construction Site Stormwater Runoff Control
- Post-Construction Stormwater Management in New Development and Redevelopment
- Pollution Prevention and Good Housekeeping for Municipal Operations

The SWMP must define selected best management practices, measurable goals, responsible parties, legal authority, and deadlines (or frequency of actions) that illustrate that each program will be fully implemented. The City is considering retaining a consulting firm to provide small MS4 permitting assistance. The following describes the proposed scope of work, schedule, and compensation.

Work Tasks

R. G. Miller Engineers, Inc. (RGME) will conduct the following tasks to assist the City with the regulated small MS4 permitting process:

- Task 1 – Stormwater Permitting Staff Workshop
- Task 2 – Preliminary and Final Draft SWMPs
- Task 3 – Public Input Session
- Task 4 – Pre-Final and Final SWMPs
- Task 5 – Draft and Final Notice of Intent
- Task 6 – City Council Briefing and Approval
- Task 7 – Submittal to TCEQ
- Task 8 – Formal Public Notice of TCEQ's Decision
- Task 9 – Public Hearing Assistance (If Required)

Each proposed task is described more fully below.

Task 1 – Stormwater Permitting Staff Workshop

RGME will prepare and present a presentation to City department directors and officials about the MS4 permitting program. The presentation will serve to educate City personnel about the program and what the City will need to accomplish to comply and to improve surface water quality. The presentation will be delivered to the City in Microsoft PowerPoint format via USB drive. Up to 30 color and stapled handouts of the presentation (2-slides per page) will be provided to workshop attendees. The City will be responsible for identifying attendees (with some input from RGME), scheduling the room, and inviting City participants. Workshop will be held at the City and will not exceed 8 hours (including breaks and lunch). RGME will provide boxed sandwich lunches for up to 30 people.

RGME will prepare and use planning worksheets to facilitate the workshop discussions. The worksheets and the discussion will be designed to identify all existing programs and activities that fulfill MS4 permit compliance obligations. The worksheets and discussion will also identify any gaps that will require the City to develop and implement new programs or activities. The worksheet will also tentatively identify best management practices needed to implement each program, measurable goals to track progress, responsible City departments or parties, and due dates for each item. RGME will seek to avoid over-committing the City in the roll out of all new programs and activities.

Task 2 – Preliminary and Final Draft SWMPs

Based on the results of the workshop conducted in Task 1, RGME will prepare a Preliminary Draft SWMP that follows the required format defined in TXR040000 adopted by the TCEQ on December 11, 2013. The Preliminary Draft SWMP will be provided to the City in Microsoft Word format via email for review and use. RGME will make one revision to the Preliminary Draft SWMP based on written City comments. The resulting document will be called the Final Draft SWMP and it will be used to solicit public input as required by TXR040000. The Final Draft SWMP will be provided to the City in MS Word format via email.

Task 3 – Public Input Session

RGME will attend a public input session at City offices or council chambers, scheduled and properly noticed by the City at a time and on a date that is mutually agreeable to RGME and the

City. The RGME representative will be an expert on MS4 permitting issues and will have been directly involved in the development of the City's SWMP. The RGME representative will prepare and conduct up to a 30 minute slide presentation to attendees describing the overall program and the content of the SWMP. The presentation will be delivered to the City in Microsoft PowerPoint format via USB drive. Up to 10 color and stapled handouts of the presentation (2-slides per page) will be provided to input session attendees. RGME will assist the City in documenting any comments or suggestions provided by the public for a period of up to 1.5 hours after the presentation. RGME will prepare a sign-in sheet that attendees can use to document their name, address, phone number, and email. RGME will provide a PDF version of the completed sign-in sheet after the meeting. No responses to public questions will be provided during the session unless authorized by the City.

Task 4 – Pre-Final and Final SWMPs

Based on the results of the public input session conducted in Task 3, RGME will prepare a Pre-Final SWMP. The Pre-Final SWMP will be provided to the City in Microsoft Word format via email for review and use. RGME will make one revision to the Pre-Final SWMP based on written City comments. The resulting document will be called the Final SWMP and it will be presented to City Council in Task 7 below. The Final SWMP will be provided to the City in MS Word format via email.

Task 5 – Draft and Final Notice of Intent

RGME will prepare a draft NOI for City review. The draft NOI will be provided via email in MS Word or PDF format. Based on written City comments, RGME will prepare a final NOI via email in MS Word or PDF format for City official signature.

Task 6 – City Council Briefing and Approval

RGME will attend and conduct one City Council briefing at a City Council meeting or workshop scheduled and properly noticed by the City at a time and on a date that is mutually agreeable to RGME and the City. The RGME representative will be an expert on MS4 permitting issues and will have been directly involved in the development of the City's SWMP. The RGME representative will prepare and conduct up to a 30 minute slide presentation to council describing the overall program and the content of the SWMP. The presentation will be delivered to the City in Microsoft PowerPoint format via USB drive. Up to 15 sets of color printed slides and materials bound in 3-ring view binders with covers and spines (2-slides per page) will be provided to Council members and other City officials. RGME will answer questions posed by council members after the presentation. RGME will support City staff as they seek Council approval to adopt the SWMP and submit it to TCEQ during one City Council meeting.

Task 7 – Submittal to TCEQ

RGME will request that the City provide the required original "wet" authorized signatures for both the SWMP and NOI. After receiving the required original "wet" signatures, RGME will submit the SWMP, NOI, and required \$100.00 fee to TCEQ.

Task 8 – Formal Public Notice of TCEQ's Decision

After receipt of the City's SWMP and NOI, TCEQ will make a preliminary decision on the documents and send written instructions regarding how to publish a formal notice of TCEQ's decision in a newspaper of general circulation in the municipality or county where the small MS4

is located. RGME will review the TCEQ materials and draft the public notice. The public notice is required to invite the public to review the SWMP and to submit comments. The public notice is required to invite the public to request a public hearing if desired. The public notice is required to provide 30 days for review and comment by interested persons. The City will be responsible for publishing the public notice in accord with TCEQ instructions. The City will provide materials necessary to RGME to support the filing of the affidavit of the publication. Upon receipt of the materials RGME will file with the TCEQ Chief Clerk an affidavit of the publication of the notice within 60 days of receiving the written instructions from TCEQ.

Task 9 – Public Hearing Assistance (OPTIONAL)

If the TCEQ determines that there is sufficient public interest in the issuance of the City's permit or if a member of the public formally requests one, a formal hearing will be required at the end of the 30 day comment period described in Task 8. If one is called, RGME will prepare and conduct up to a 30 minute slide presentation to attendees describing the overall program and the content of the SWMP. The presentation will be delivered to the City in Microsoft PowerPoint format via USB drive. Up to 10 color and stapled handouts of the presentation (2-slides per page) will be provided to input session attendees. RGME will assist the City in documenting any comments or suggestions provided by the public for a period of up to 1.5 hours after the presentation. RGME will prepare a sign-in sheet that attendees can use to document their name, address, phone number, and email. RGME will provide a PDF version of the completed sign-in sheet after the meeting. No responses to public questions will be provided during the session unless authorized by the City.

Compensation

The City will compensate RGME for the lump sum amount of **\$26,607.50** for work defined in Tasks 1 through 8. RGME work effort will be billed each month as a percent complete of the entire amount. RGME's cost basis is presented in **Table 1**, however, costs and budgets will be tracked at the project level and not at the task level. Total compensation will not exceed this amount unless the optional Task 9 is authorized by the City for an additional lump sum amount of **\$1,387.50**.

Regular City Council

Agenda Item

Meeting Date: March 3, 2014

Data Sheet

Topic:

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 Hassell Construction Company, Inc. in the Amount of \$5,879,967.05.

Background:

On August 1, 2011 City Council approved a professional services agreement with Cobb Fendley & Associates, Inc. for design and land acquisition for the extension of Medical Complex Segment 3. Segment 3 extends from Lawrence Street to just east of Cherry Street and will provide direct access from Cherry Street to Tomball Regional Hospital.

This project includes a curb and gutter 4-lane divided roadway, with water, sewer, and gas utility extensions, and sidewalks on both sides of the roadway.

City Council approved and budgeted funds of \$5,014,951.00 for the Capital Improvement Project Medical Complex Expansion, Segment 3.

The recommended contractor, Hassell Construction Company Inc.'s bid amount, is \$5,879,967.05. The sanitary sewer and gas are \$93,862.29 and \$118,862.65 under budget, respectively. Streets/drainage and water are over budget by \$1,021,297.54 and \$56,443.45, respectively.

With the rise of material costs and the amount of construction in our area, the project bid cost is higher than the available budgeted funds. When the project was originally estimated in 2011, the significant increases in material costs and construction activity in our area were not anticipated. Even though the proposed contract is in excess of the original budgeted funds, there are enough funds in the Capital Improvement Fund to cover the overage.

Due to excavation required, along M121 West, to provide detention for Medical Complex Segment 3, there is a potential savings of approximately \$300,000 for M121 West construction. The savings will depend on the price of excavation at the time of bidding M121 West. In addition, there is approximately \$150,000 in the bid price for potential contingencies which may or may not be required.

The final design drawings and technical specifications were completed for bidding purposes in January 2014. The bid package included a 365 day schedule for substantial completion. The bid schedule is summarized as follows:

- February 3, 2014 First Notice Printed
- February 10, 2014 Second Notice Printed
- February 12, 2014 Pre-Bid Meeting (2:00 pm)
- February 19, 2014 Bid Opening (2:00 pm)

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

Origination:

Recommendation:

Engineering recommends approval.

Funding: Yes

Account Number: See Background

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

Engineering Division

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

ATTACHMENTS:

Award Recommendation Letter

Bid Tab

Contract Agreement

February 20, 2014

Ms. Lori Lakatos, P.E., CFM
City Engineer
City of Tomball – Engineering & Planning Department
501 James Street
Tomball, Texas 77375

ORIGINAL BY MAIL

Re: Contract Award Recommendation
Medical Complex Drive Expansion, Segment 3
E&P CIP No. 2011-10019

Dear Ms. Lakatos:

Cobb, Fendley & Associates, Inc. has reviewed and tallied four (4) bids received on February 19, 2014, for the above mentioned project. It must be noted that bid tabulations from ISI Contracting Inc, Hassel Construction Company Inc., and Triple B Services LLP have mathematical errors which do not affect their overall ranking. The corrected amounts are highlighted on the attached bid tabulations delivered by participating contractors. The apparent low bidder is Hassell Construction Co. Inc. with a corrected bid of \$5,879,967.05.

We have satisfactory past experience and work history of similar projects with Hassell Construction Co. Inc. and therefore recommend that the contract for this project be awarded to Hassell Construction Co. Inc., for the aforementioned amount contingent upon approval of bonds and certificate of insurance.

Enclosed, for your review, is a copy of the Unit Bid Tabulation for this project. If you have any questions or require any additional information, please do not hesitate to call me at 713-462-3242.

Sincerely,

COBB, FENDLEY & ASSOCIATES, INC.

A blue ink signature of Mahmoud Salehi, consisting of stylized, overlapping loops and strokes.

Mahmoud Salehi, P.E.
Principal

Enclosure
cc: File

Client: City of Tomball
Project Name: Medical Complex Drive Expansion, Segment 3
Bid Date: February 19, 2014

				Engineer's Estimate		Average Low 3 Bidders		Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				CobbFendley				Hassell Construction Co. Inc.		Triple B Services, L.L.P.		Conrad Construction Co. Ltd.		ISI Contracting Inc.	
Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
	BASE BID ITEMS														
	GENERAL														
1	Mobilization	LS	1	\$ 250,000.00	\$ 250,000.00	\$ 282,470.83	\$ 282,470.83	\$ 447,412.50	\$ 447,412.50	\$ 250,000.00	\$ 250,000.00	\$ 150,000.00	\$ 150,000.00	\$ 450,000.00	\$ 450,000.00
2	Traffic Control and Regulation	LS	1	\$ 20,000.00	\$ 20,000.00	\$ 44,333.33	\$ 44,333.33	\$ 12,000.00	\$ 12,000.00	\$ 71,000.00	\$ 71,000.00	\$ 50,000.00	\$ 50,000.00	\$ 75,000.00	\$ 75,000.00
3	Install, Relocate, and Remove Low Profile Concrete Barrier	LF	460	\$ 18.00	\$ 8,280.00	\$ 33.33	\$ 15,333.33	\$ 30.00	\$ 13,800.00	\$ 30.00	\$ 13,800.00	\$ 40.00	\$ 18,400.00	\$ 40.00	\$ 18,400.00
4	Project Sign Furnish, Install and Remove	EA	2	\$ 625.00	\$ 1,250.00	\$ 733.33	\$ 1,466.67	\$ 700.00	\$ 1,400.00	\$ 750.00	\$ 1,500.00	\$ 750.00	\$ 1,500.00	\$ 700.00	\$ 1,400.00
5	Filter Fabric Fence	LF	8,139	\$ 1.00	\$ 8,139.00	\$ 1.50	\$ 12,208.50	\$ 1.00	\$ 8,139.00	\$ 2.00	\$ 16,278.00	\$ 1.50	\$ 12,208.50	\$ 2.00	\$ 16,278.00
6	Sandbag Barrier	LF	500	\$ 3.00	\$ 1,500.00	\$ 8.00	\$ 4,000.00	\$ 11.00	\$ 5,500.00	\$ 8.00	\$ 4,000.00	\$ 5.00	\$ 2,500.00	\$ 3.25	\$ 1,625.00
7	Reinforced Filter Fabric Barrier	LF	427	\$ 2.00	\$ 854.00	\$ 2.22	\$ 946.52	\$ 1.65	\$ 704.55	\$ 2.00	\$ 854.00	\$ 3.00	\$ 1,281.00	\$ 2.00	\$ 854.00
8	Stabilized Construction Areas in 8-inch Layers	SY	1,390	\$ 7.00	\$ 9,730.00	\$ 23.00	\$ 31,970.00	\$ 29.00	\$ 40,310.00	\$ 20.00	\$ 27,800.00	\$ 20.00	\$ 27,800.00	\$ 24.00	\$ 33,360.00
9	Inlet (Stage I) Protection Barrier	LF	1,680	\$ 1.25	\$ 2,100.00	\$ 4.33	\$ 7,280.00	\$ 5.00	\$ 8,400.00	\$ 3.00	\$ 5,040.00	\$ 5.00	\$ 8,400.00	\$ 1.25	\$ 2,100.00
10	Inlet (Stage II) Protection Barrier	LF	300	\$ 3.00	\$ 900.00	\$ 3.67	\$ 1,100.00	\$ 3.00	\$ 900.00	\$ 3.00	\$ 900.00	\$ 5.00	\$ 1,500.00	\$ 3.30	\$ 990.00
11	Concrete Truck Washout Structure	LS	1	\$ 500.00	\$ 500.00	\$ 3,416.67	\$ 3,416.67	\$ 4,000.00	\$ 4,000.00	\$ 3,750.00	\$ 3,750.00	\$ 2,500.00	\$ 2,500.00	\$ 2,200.00	\$ 2,200.00
12	6-foot Wood Fencing	LF	240	\$ 30.00	\$ 7,200.00	\$ 22.00	\$ 5,280.00	\$ 21.00	\$ 5,040.00	\$ 25.00	\$ 6,000.00	\$ 20.00	\$ 4,800.00	\$ 28.00	\$ 6,720.00
13	Remove and Dispose of Existing Asphalt Surface With or Without Base, All Thicknesses	SY	5,715	\$ 4.50	\$ 25,717.50	\$ 4.67	\$ 26,670.00	\$ 5.00	\$ 28,575.00	\$ 5.00	\$ 28,575.00	\$ 4.00	\$ 22,860.00	\$ 5.00	\$ 28,575.00
14	Remove and Dispose of Existing Concrete Pavement With or Without Asphalt Overlay, All Thicknesses, Back to Back of Curbs, Including Esplanade Curbs, Curb and Gutters, and Paving Headers	SY	4,368	\$ 5.00	\$ 21,840.00	\$ 5.50	\$ 24,024.00	\$ 5.50	\$ 24,024.00	\$ 7.00	\$ 30,576.00	\$ 4.00	\$ 17,472.00	\$ 4.00	\$ 17,472.00
15	Remove and Dispose of Existing Misc. Concrete & Masonry, Including Diversion Pumping where Necessary	CY	60	\$ 10.00	\$ 600.00	\$ 50.00	\$ 3,000.00	\$ 100.00	\$ 6,000.00	\$ 30.00	\$ 1,800.00	\$ 20.00	\$ 1,200.00	\$ 15.00	\$ 900.00
16	Remove and Dispose of Existing 24-inch Diameter RCP Pipe Sewer	LF	90	\$ 5.00	\$ 450.00	\$ 15.00	\$ 1,350.00	\$ 20.00	\$ 1,800.00	\$ 15.00	\$ 1,350.00	\$ 10.00	\$ 900.00	\$ 20.00	\$ 1,800.00
17	Remove and Dispose of Existing 24-inch Diameter RCP Lead	LF	71	\$ 5.00	\$ 355.00	\$ 15.00	\$ 1,065.00	\$ 20.00	\$ 1,420.00	\$ 15.00	\$ 1,065.00	\$ 10.00	\$ 710.00	\$ 26.00	\$ 1,846.00
18	Remove and Dispose of Existing 24-inch Diameter RCP Culvert	LF	41	\$ 5.00	\$ 205.00	\$ 15.00	\$ 615.00	\$ 20.00	\$ 820.00	\$ 15.00	\$ 615.00	\$ 10.00	\$ 410.00	\$ 28.00	\$ 1,148.00
19	Remove and Dispose of Existing 30-inch Diameter RCP Culvert	LF	222	\$ 5.00	\$ 1,110.00	\$ 17.67	\$ 3,922.00	\$ 26.00	\$ 5,772.00	\$ 15.00	\$ 3,330.00	\$ 12.00	\$ 2,664.00	\$ 26.00	\$ 5,772.00
20	Remove and Dispose of Existing 36-inch Diameter RCP Culvert	LF	118	\$ 6.00	\$ 708.00	\$ 19.67	\$ 2,320.67	\$ 30.00	\$ 3,540.00	\$ 15.00	\$ 1,770.00	\$ 14.00	\$ 1,652.00	\$ 28.00	\$ 3,304.00
21	Remove and Dispose of Existing 42-inch Diameter RCP Pipe Sewer	LF	56	\$ 8.00	\$ 448.00	\$ 24.33	\$ 1,362.67	\$ 40.00	\$ 2,240.00	\$ 17.00	\$ 952.00	\$ 16.00	\$ 896.00	\$ 30.00	\$ 1,680.00
22	Remove and Dispose of Existing Inlets	EA	6	\$ 200.00	\$ 1,200.00	\$ 341.67	\$ 2,050.00	\$ 275.00	\$ 1,650.00	\$ 400.00	\$ 2,400.00	\$ 350.00	\$ 2,100.00	\$ 400.00	\$ 2,400.00
23	Remove and Dispose of Existing Manholes	EA	6	\$ 300.00	\$ 1,800.00	\$ 466.67	\$ 2,800.00	\$ 600.00	\$ 3,600.00	\$ 400.00	\$ 2,400.00	\$ 400.00	\$ 2,400.00	\$ 400.00	\$ 2,400.00
24	Remove and Dispose of Existing 8-inch Diameter Metal Pipe	LF	84	\$ 5.00	\$ 420.00	\$ 10.00	\$ 840.00	\$ 10.00	\$ 840.00	\$ 10.00	\$ 840.00	\$ 10.00	\$ 840.00	\$ 20.00	\$ 1,680.00
25	Remove and Dispose of Existing 12-inch Diameter Sanitary Sewer	LF	70	\$ 10.00	\$ 700.00	\$ 29.33	\$ 2,053.33	\$ 58.00	\$ 4,060.00	\$ 15.00	\$ 1,050.00	\$ 15.00	\$ 1,050.00	\$ 35.00	\$ 2,450.00
26	Remove and Dispose of Existing 15-inch Diameter Sanitary Sewer	LF	21	\$ 12.00	\$ 252.00	\$ 48.33	\$ 1,015.00	\$ 110.00	\$ 2,310.00	\$ 15.00	\$ 315.00	\$ 20.00	\$ 420.00	\$ 37.00	\$ 777.00
27	Remove and Salvage One Existing Lift Station and One Existing Pump Station. Return Pumps, Rails, Control Panel, Level Controls, etc., to City of Tomball	LS	1	\$ 7,000.00	\$ 7,000.00	\$ 14,000.00	\$ 14,000.00	\$ 18,000.00	\$ 18,000.00	\$ 4,000.00	\$ 4,000.00	\$ 20,000.00	\$ 20,000.00	\$ 15,000.00	\$ 15,000.00
28	Clearing and Grubbing	AC	15	\$ 5,000.00	\$ 75,000.00	\$ 7,416.67	\$ 111,250.00	\$ 6,500.00	\$ 97,500.00	\$ 9,250.00	\$ 138,750.00	\$ 6,500.00	\$ 97,500.00	\$ 5,000.00	\$ 75,000.00
29	Trench Safety System on Trench Excavation	LF	18,408	\$ 1.00	\$ 18,408.00	\$ 0.87	\$ 15,953.60	\$ 1.00	\$ 18,408.00	\$ 0.10	\$ 1,840.80	\$ 1.50	\$ 27,612.00	\$ 1.00	\$ 18,408.00
30	Reconstruction of Roadside Ditch	LF	322	\$ 5.00	\$ 1,610.00	\$ 8.67	\$ 2,790.67	\$ 8.00	\$ 2,576.00	\$ 13.00	\$ 4,186.00	\$ 5.00	\$ 1,610.00	\$ 10.00	\$ 3,220.00
31	Construction of Roadside Ditch	LF	180	\$ 5.00	\$ 900.00	\$ 8.00	\$ 1,440.00	\$ 6.00	\$ 1,080.00	\$ 13.00	\$ 2,340.00	\$ 5.00	\$ 900.00	\$ 10.00	\$ 1,800.00
32	Roadway Excavation	CY	17,888	\$ 5.00	\$ 89,440.00	\$ 9.00	\$ 160,992.00	\$ 8.00	\$ 143,104.00	\$ 8.00	\$ 143,104.00	\$ 11.00	\$ 196,768.00	\$ 11.00	\$ 196,768.00
33	Plant 2" Live Oak tree in 30 gallon container	EA	28	\$ 135.00	\$ 3,780.00	\$ 616.67	\$ 17,266.67	\$ 350.00	\$ 9,800.00	\$ 500.00	\$ 14,000.00	\$ 1,000.00	\$ 28,000.00	\$ 720.00	\$ 20,160.00
34	Landscape Planting	LS	1	\$ 16,832.00	\$ 16,832.00	\$ 55,000.00	\$ 55,000.00	\$ 110,000.00	\$ 110,000.00	\$ 25,000.00	\$ 25,000.00	\$ 30,000.00	\$ 30,000.00	\$ 260,000.00	\$ 260,000.00
35	Hydromulch Seeding	AC	11	\$ 1,650.00	\$ 18,150.00	\$ 1,633.33	\$ 17,966.67	\$ 2,000.00	\$ 22,000.00	\$ 1,500.00	\$ 16,500.00	\$ 1,400.00	\$ 15,400.00	\$ 1,300.00	\$ 14,300.00
36	Sodding	SY	1,178	\$ 4.00	\$ 4,712.00	\$ 4.00	\$ 4,712.00	\$ 4.00	\$ 4,712.00	\$ 3.00	\$ 3,534.00	\$ 5.00	\$ 5,890.00	\$ 3.30	\$ 3,887.40
	GENERAL ITEMS SUBTOTAL				\$ 602,090.50		\$ 884,265.12		\$ 1,061,437.05		\$ 831,214.80		\$ 760,143.50		\$ 1,289,674.40
	PAVING														
37	Lime (5%) for Lime Stabilized Subgrade	TON	331	\$ 150.00	\$ 49,650.00	\$ 171.67	\$ 56,821.67	\$ 170.00	\$ 56,270.00	\$ 180.00	\$ 59,580.00	\$ 165.00	\$ 54,615.00	\$ 160.00	\$ 52,960.00
38	Lime-Stabilized Subgrade 6-inch Thick	SY	26,716	\$ 2.50	\$ 66,790.00	\$ 2.33	\$ 62,337.33	\$ 2.00	\$ 53,432.00	\$ 3.00	\$ 80,148.00	\$ 2.00	\$ 53,432.00	\$ 3.80	\$ 101,520.80
39	Lime (3%) for Lime/Flyash Stabilized Subgrade	TON	86	\$ 140.00	\$ 12,040.00	\$ 171.67	\$ 14,763.33	\$ 170.00	\$ 14,620.00	\$ 180.00	\$ 15,480.00	\$ 165.00	\$ 14,190.00	\$ 160.00	\$ 13,760.00
40	Flyash (7%) for Lime/Flyash Stabilized Subgrade	TON	200	\$ 80.00	\$ 16,000.00	\$ 109.00	\$ 21,800.00	\$ 72.00	\$ 14,400.00	\$ 180.00	\$ 36,000.00	\$ 75.00	\$ 15,000.00	\$ 70.00	\$ 14,000.00
41	Lime/Flyash Stabilized Subgrade 6-inch Thick	SY	11,517	\$ 2.50	\$ 28,792.50	\$ 2.87	\$ 33,015.40	\$ 2.10	\$ 24,185.70	\$ 3.00	\$ 34,551.00	\$ 3.50	\$ 40,309.50	\$ 3.80	\$ 43,764.60

Client: City of Tomball
Project Name: Medical Complex Drive Expansion, Segment 3
Bid Date: February 19, 2014

				Engineer's Estimate		Average Low 3 Bidders		Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				CobbFendley				Hassell Construction Co. Inc.		Triple B Services, L.L.P.		Conrad Construction Co. Ltd.		ISI Contracting Inc.	
Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
42	Streetlight Conduit, 2-inch, Sch 80PVC Including Pull Wire, Warning Tape and Pull Boxes	LF	189	\$ 12.00	\$ 2,268.00	\$ 23.33	\$ 4,410.00	\$ 30.00	\$ 5,670.00	\$ 20.00	\$ 3,780.00	\$ 20.00	\$ 3,780.00	\$ 13.00	\$ 2,457.00
43	8-inch Hot Mix Asphalt Base Course	SY	3,672	\$ 40.00	\$ 146,880.00	\$ 36.00	\$ 132,192.00	\$ 34.00	\$ 124,848.00	\$ 36.00	\$ 132,192.00	\$ 38.00	\$ 139,536.00	\$ 32.00	\$ 117,504.00
44	8-inch Flexible Base Course for Temporary Driveway	SY	1,835	\$ 2.00	\$ 3,670.00	\$ 18.83	\$ 34,559.17	\$ 19.50	\$ 35,782.50	\$ 17.00	\$ 31,195.00	\$ 20.00	\$ 36,700.00	\$ 16.00	\$ 29,360.00
45	Hot Mix Asphalt Concrete Pavement 2.5-inch Thick	SY	3,581	\$ 15.00	\$ 53,715.00	\$ 15.33	\$ 54,908.67	\$ 14.00	\$ 50,134.00	\$ 15.00	\$ 53,715.00	\$ 17.00	\$ 60,877.00	\$ 22.00	\$ 78,782.00
46	Temporary Detour Pavement, Including 2" HMAC, Tack Coat, 6" Black Base, Associated Grading, Adjustment of Manholes, Provisions for Temporary Drainage, Maintenance, and Removal of Pavement and Restoration of Ditches	SY	1,877	\$ 40.00	\$ 75,080.00	\$ 58.00	\$ 108,866.00	\$ 64.00	\$ 120,128.00	\$ 55.00	\$ 103,235.00	\$ 55.00	\$ 103,235.00	\$ 50.00	\$ 93,850.00
47	Reinforced Concrete Pavement 10-inch Thick	SY	31,863	\$ 50.00	\$ 1,593,150.00	\$ 52.33	\$ 1,667,497.00	\$ 45.00	\$ 1,433,835.00	\$ 60.50	\$ 1,927,711.50	\$ 51.50	\$ 1,640,944.50	\$ 45.00	\$ 1,433,835.00
48	Street Pavement Expansion Joint with Load Transfer	LF	3,392	\$ 7.00	\$ 23,744.00	\$ 9.67	\$ 32,789.33	\$ 15.00	\$ 50,880.00	\$ 7.00	\$ 23,744.00	\$ 7.00	\$ 23,744.00	\$ 10.00	\$ 33,920.00
49	Flex Beam Guardrail	LF	485	\$ 40.00	\$ 19,400.00	\$ 29.67	\$ 14,388.33	\$ 28.00	\$ 13,580.00	\$ 25.00	\$ 12,125.00	\$ 36.00	\$ 17,460.00	\$ 20.00	\$ 9,700.00
50	Guardrail End Treatment (Install) (Wood Post) (Ty I)	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 2,683.33	\$ 5,366.67	\$ 2,800.00	\$ 5,600.00	\$ 2,500.00	\$ 5,000.00	\$ 2,750.00	\$ 5,500.00	\$ 1,900.00	\$ 3,800.00
51	Concrete Driveway, 6-inch Thick, Including Excavation	SF	2,238	\$ 6.00	\$ 13,428.00	\$ 6.33	\$ 14,174.00	\$ 6.00	\$ 13,428.00	\$ 6.00	\$ 13,428.00	\$ 7.00	\$ 15,666.00	\$ 11.00	\$ 24,618.00
52	Blast Cleaning Existing Pavement Markings, 4-inch	LF	1,184	\$ 0.75	\$ 888.00	\$ 0.82	\$ 966.93	\$ 0.80	\$ 947.20	\$ 0.80	\$ 947.20	\$ 0.85	\$ 1,006.40	\$ 0.80	\$ 947.20
53	Blast Cleaning Existing Pavement Markings, 24-inch	LF	13	\$ 1.50	\$ 19.50	\$ 5.67	\$ 73.67	\$ 5.50	\$ 71.50	\$ 5.50	\$ 71.50	\$ 6.00	\$ 78.00	\$ 5.50	\$ 71.50
54	Removal of Raised Pavement Markings, All Types	LS	1	\$ 500.00	\$ 500.00	\$ 405.00	\$ 405.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 400.00	\$ 415.00	\$ 415.00	\$ 400.00	\$ 400.00
55	Type I Raised Pav Marker, Two Reflective Faces C-R	EA	238	\$ 4.00	\$ 952.00	\$ 3.13	\$ 745.73	\$ 3.00	\$ 714.00	\$ 3.25	\$ 773.50	\$ 3.15	\$ 749.70	\$ 3.00	\$ 714.00
56	Type I Raised Pav Marker, Two Reflective Faces A-A	EA	395	\$ 4.00	\$ 1,580.00	\$ 3.13	\$ 1,237.67	\$ 3.00	\$ 1,185.00	\$ 3.25	\$ 1,283.75	\$ 3.15	\$ 1,244.25	\$ 3.00	\$ 1,185.00
57	Type I Raised Pav Marker, Two Reflective Faces Blue-Blue	EA	18	\$ 4.00	\$ 72.00	\$ 3.13	\$ 56.40	\$ 3.00	\$ 54.00	\$ 3.25	\$ 58.50	\$ 3.15	\$ 56.70	\$ 3.00	\$ 54.00
58	Temporary Pavement Markers Class I	LF	7,988	\$ 0.55	\$ 4,393.40	\$ 0.58	\$ 4,659.67	\$ 0.60	\$ 4,792.80	\$ 0.55	\$ 4,393.40	\$ 0.60	\$ 4,792.80	\$ 0.60	\$ 4,792.80
59	Temporary Pavement Markers Class II	LF	4,958	\$ 0.30	\$ 1,487.40	\$ 0.58	\$ 2,892.17	\$ 0.60	\$ 2,974.80	\$ 0.55	\$ 2,726.90	\$ 0.60	\$ 2,974.80	\$ 0.60	\$ 2,974.80
60	Thermoplastic Pavement Marking, 4-inch Wide, White, Solid	LF	2,220	\$ 0.50	\$ 1,110.00	\$ 0.45	\$ 999.00	\$ 0.45	\$ 999.00	\$ 0.45	\$ 999.00	\$ 0.45	\$ 999.00	\$ 0.45	\$ 999.00
61	Thermoplastic Pavement Marking, 4-inch Wide, Yellow, Solid	LF	3,865	\$ 0.50	\$ 1,932.50	\$ 0.45	\$ 1,739.25	\$ 0.45	\$ 1,739.25	\$ 0.45	\$ 1,739.25	\$ 0.45	\$ 1,739.25	\$ 0.45	\$ 1,739.25
62	Thermoplastic Pavement Marking, 4-inch Wide, White, Broken	LF	3,562	\$ 0.50	\$ 1,781.00	\$ 0.45	\$ 1,602.90	\$ 0.45	\$ 1,602.90	\$ 0.45	\$ 1,602.90	\$ 0.45	\$ 1,602.90	\$ 0.45	\$ 1,602.90
63	Thermoplastic Pavement Marking, 8-inch Wide, White, Solid	LF	931	\$ 1.00	\$ 931.00	\$ 0.85	\$ 791.35	\$ 0.85	\$ 791.35	\$ 0.80	\$ 744.80	\$ 0.90	\$ 837.90	\$ 0.85	\$ 791.35
64	Thermoplastic Pavement Marking, 12-inch Wide, White, Solid	LF	868	\$ 3.00	\$ 2,604.00	\$ 3.05	\$ 2,647.40	\$ 3.00	\$ 2,604.00	\$ 3.00	\$ 2,604.00	\$ 3.15	\$ 2,734.20	\$ 3.00	\$ 2,604.00
65	Thermoplastic Pavement Marking, 24-inch Wide, White, Solid	LF	205	\$ 5.50	\$ 1,127.50	\$ 6.10	\$ 1,250.50	\$ 6.00	\$ 1,230.00	\$ 6.00	\$ 1,230.00	\$ 6.30	\$ 1,291.50	\$ 6.20	\$ 1,271.00
66	Thermoplastic Pavement Marking, 24-inch Wide, Yellow, Solid	LF	298	\$ 5.50	\$ 1,639.00	\$ 6.07	\$ 1,807.87	\$ 6.00	\$ 1,788.00	\$ 6.00	\$ 1,788.00	\$ 6.20	\$ 1,847.60	\$ 6.00	\$ 1,788.00
67	Thermoplastic Pavement Marking, Symbol LEFT ARROW	EA	8	\$ 100.00	\$ 800.00	\$ 133.33	\$ 1,066.67	\$ 140.00	\$ 1,120.00	\$ 125.00	\$ 1,000.00	\$ 135.00	\$ 1,080.00	\$ 130.00	\$ 1,040.00
68	Thermoplastic Pavement Marking, Word ONLY	EA	8	\$ 100.00	\$ 800.00	\$ 133.33	\$ 1,066.67	\$ 140.00	\$ 1,120.00	\$ 125.00	\$ 1,000.00	\$ 135.00	\$ 1,080.00	\$ 130.00	\$ 1,040.00
69	Type II Paint on Median Nose, Yellow, Solid	LF	786	\$ 1.00	\$ 786.00	\$ 1.77	\$ 1,388.60	\$ 1.75	\$ 1,375.50	\$ 1.75	\$ 1,375.50	\$ 1.80	\$ 1,414.80	\$ 1.75	\$ 1,375.50
70	6-inch Concrete Curb	LF	19,213	\$ 2.50	\$ 48,032.50	\$ 2.92	\$ 56,037.92	\$ 2.25	\$ 43,229.25	\$ 3.50	\$ 67,245.50	\$ 3.00	\$ 57,639.00	\$ 2.90	\$ 55,717.70
71	Concrete Paving Header	LF	282	\$ 15.00	\$ 4,230.00	\$ 19.00	\$ 5,358.00	\$ 27.00	\$ 7,614.00	\$ 22.00	\$ 6,204.00	\$ 8.00	\$ 2,256.00	\$ 9.00	\$ 2,538.00
72	6-inch Concrete Median, Stamped or Brick-Paver Unit	SY	128	\$ 50.00	\$ 6,400.00	\$ 121.67	\$ 15,573.33	\$ 105.00	\$ 13,440.00	\$ 135.00	\$ 17,280.00	\$ 125.00	\$ 16,000.00	\$ 138.00	\$ 17,664.00
73	Sidewalk 4-1/2-inch Thick, 5-foot wide	SF	49,917	\$ 5.00	\$ 249,585.00	\$ 5.37	\$ 267,887.90	\$ 4.25	\$ 212,147.25	\$ 6.60	\$ 329,452.20	\$ 5.25	\$ 262,064.25	\$ 6.00	\$ 299,502.00
74	Wheelchair Ramp w/Truncated Dome	SF	1,749	\$ 15.00	\$ 26,235.00	\$ 18.50	\$ 32,356.50	\$ 20.00	\$ 34,980.00	\$ 25.50	\$ 44,599.50	\$ 10.00	\$ 17,490.00	\$ 23.00	\$ 40,227.00
75	Furnish and Install Ground Mount "STOP" street sign (R1-1), High Density Sheeting	EA	6	\$ 300.00	\$ 1,800.00	\$ 416.67	\$ 2,500.00	\$ 425.00	\$ 2,550.00	\$ 400.00	\$ 2,400.00	\$ 425.00	\$ 2,550.00	\$ 420.00	\$ 2,520.00
76	Furnish and Install Ground Mount "SPEED LIMIT" street sign (R2-1), High Density Sheeting	EA	4	\$ 300.00	\$ 1,200.00	\$ 416.67	\$ 1,666.67	\$ 425.00	\$ 1,700.00	\$ 400.00	\$ 1,600.00	\$ 425.00	\$ 1,700.00	\$ 420.00	\$ 1,680.00
77	Furnish and Install Ground Mount Advance Intersection Lane Control street sign (R3-8 MOD), High Density Sheeting	EA	4	\$ 300.00	\$ 1,200.00	\$ 416.67	\$ 1,666.67	\$ 425.00	\$ 1,700.00	\$ 400.00	\$ 1,600.00	\$ 425.00	\$ 1,700.00	\$ 420.00	\$ 1,680.00
78	Furnish and Install Ground Mount "LANE ENDS MERGE LEFT" street sign (W9-2L), High Density Sheeting	EA	1	\$ 300.00	\$ 300.00	\$ 416.67	\$ 416.67	\$ 425.00	\$ 425.00	\$ 400.00	\$ 400.00	\$ 425.00	\$ 425.00	\$ 420.00	\$ 420.00

Client: City of Tomball
Project Name: Medical Complex Drive Expansion, Segment 3
Bid Date: February 19, 2014

				Engineer's Estimate		Average Low 3 Bidders		Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				CobbFendley				Hassell Construction Co. Inc.		Triple B Services, L.L.P.		Conrad Construction Co. Ltd.		ISI Contracting Inc.	
Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
79	Furnish and Install Ground Mount Divided Highway street sign (W6-1), High Density Sheeting	EA	1	\$ 300.00	\$ 300.00	\$ 416.67	\$ 416.67	\$ 425.00	\$ 425.00	\$ 400.00	\$ 400.00	\$ 425.00	\$ 425.00	\$ 420.00	\$ 420.00
80	Furnish and Install Ground Mount Divided Highway Ends street sign (W6-2), High Density Sheeting	EA	1	\$ 300.00	\$ 300.00	\$ 416.67	\$ 416.67	\$ 425.00	\$ 425.00	\$ 400.00	\$ 400.00	\$ 425.00	\$ 425.00	\$ 420.00	\$ 420.00
PAVING ITEMS SUBTOTAL					\$ 2,471,593.30		\$ 2,667,583.32		\$ 2,360,938.00		\$ 3,028,203.90		\$ 2,613,608.05		\$ 2,502,010.40
	DRAINAGE ITEMS														
81	Type C Manhole for 42-inch Diameter and Smaller Sewer	EA	14	\$ 2,500.00	\$ 35,000.00	\$ 3,400.00	\$ 47,600.00	\$ 3,500.00	\$ 49,000.00	\$ 3,400.00	\$ 47,600.00	\$ 3,300.00	\$ 46,200.00	\$ 3,800.00	\$ 53,200.00
82	Type C Manhole on Existing 42-inch Diameter and Smaller Sewer	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 3,200.00	\$ 3,200.00	\$ 3,500.00	\$ 3,500.00	\$ 2,600.00	\$ 2,600.00	\$ 3,500.00	\$ 3,500.00	\$ 3,900.00	\$ 3,900.00
83	Type C Manhole on Existing 48-inch to 72-inch Diameter Sewer	EA	3	\$ 6,000.00	\$ 18,000.00	\$ 4,016.67	\$ 12,050.00	\$ 5,500.00	\$ 16,500.00	\$ 2,700.00	\$ 8,100.00	\$ 3,850.00	\$ 11,550.00	\$ 4,700.00	\$ 14,100.00
84	Manhole for Concrete Box Sewer	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 2,116.67	\$ 6,350.00	\$ 2,500.00	\$ 7,500.00	\$ 1,800.00	\$ 5,400.00	\$ 2,050.00	\$ 6,150.00	\$ 2,400.00	\$ 7,200.00
85	Adjust Existing Storm Manhole to Grade	EA	5	\$ 400.00	\$ 2,000.00	\$ 608.33	\$ 3,041.67	\$ 525.00	\$ 2,625.00	\$ 900.00	\$ 4,500.00	\$ 400.00	\$ 2,000.00	\$ 475.00	\$ 2,375.00
86	18-inch Thick Riprap, Gradation No. 1	SY	277	\$ 40.00	\$ 11,080.00	\$ 55.00	\$ 15,235.00	\$ 46.00	\$ 12,742.00	\$ 64.00	\$ 17,728.00	\$ 55.00	\$ 15,235.00	\$ 73.00	\$ 20,221.00
87	18-inch Thick Granular Fill, 4-inch to 8-inch Gradation	SY	9	\$ 30.00	\$ 270.00	\$ 80.67	\$ 726.00	\$ 110.00	\$ 990.00	\$ 32.00	\$ 288.00	\$ 100.00	\$ 900.00	\$ 194.00	\$ 1,746.00
88	6-inch Diameter PVC Storm Sewer by Open Cut	LF	123	\$ 30.00	\$ 3,690.00	\$ 36.00	\$ 4,428.00	\$ 27.00	\$ 3,321.00	\$ 31.00	\$ 3,813.00	\$ 50.00	\$ 6,150.00	\$ 23.00	\$ 2,829.00
89	24-inch Diameter Storm Sewer Lead	LF	972	\$ 80.00	\$ 77,760.00	\$ 72.00	\$ 69,984.00	\$ 57.00	\$ 55,404.00	\$ 75.00	\$ 72,900.00	\$ 84.00	\$ 81,648.00	\$ 85.00	\$ 82,620.00
90	24-inch Diameter RCP Storm Sewer, C76, CL III, Rubber Gasket	LF	1,877	\$ 85.00	\$ 159,545.00	\$ 69.00	\$ 129,513.00	\$ 55.00	\$ 103,235.00	\$ 75.00	\$ 140,775.00	\$ 77.00	\$ 144,529.00	\$ 69.00	\$ 129,513.00
91	30-inch Diameter RCP Storm Sewer, C76, CL III, Rubber Gasket	LF	1,237	\$ 90.00	\$ 111,330.00	\$ 91.67	\$ 113,391.67	\$ 70.00	\$ 86,590.00	\$ 99.00	\$ 122,463.00	\$ 106.00	\$ 131,122.00	\$ 91.00	\$ 112,567.00
92	36-inch Diameter RCP Storm Sewer, C76, CL III, Rubber Gasket	LF	432	\$ 95.00	\$ 41,040.00	\$ 126.67	\$ 54,720.00	\$ 105.00	\$ 45,360.00	\$ 133.00	\$ 57,456.00	\$ 142.00	\$ 61,344.00	\$ 105.00	\$ 45,360.00
93	36-inch Diameter Roadside Ditch Culvert, C433	LF	94	\$ 90.00	\$ 8,460.00	\$ 124.00	\$ 11,656.00	\$ 105.00	\$ 9,870.00	\$ 133.00	\$ 12,502.00	\$ 134.00	\$ 12,596.00	\$ 130.00	\$ 12,220.00
94	18" x 28 ½" Reinforced Concrete Arch Pipe Storm Sewer, C506, CL A-III	LF	248	\$ 80.00	\$ 19,840.00	\$ 106.33	\$ 26,370.67	\$ 89.00	\$ 22,072.00	\$ 114.00	\$ 28,272.00	\$ 116.00	\$ 28,768.00	\$ 137.00	\$ 33,976.00
95	31 5/16" x 51 1/4" Reinforced Concrete Arch Pipe Storm Sewer, C506, CL A-III	LF	56	\$ 100.00	\$ 5,600.00	\$ 225.33	\$ 12,618.67	\$ 200.00	\$ 11,200.00	\$ 245.00	\$ 13,720.00	\$ 231.00	\$ 12,936.00	\$ 285.00	\$ 15,960.00
96	4-foot by 3-foot Precast Reinforced Concrete Box Sewer, ASTM C 850	LF	133	\$ 140.00	\$ 18,620.00	\$ 235.00	\$ 31,255.00	\$ 200.00	\$ 26,600.00	\$ 250.00	\$ 33,250.00	\$ 255.00	\$ 33,915.00	\$ 260.00	\$ 34,580.00
97	5-foot by 3-foot Precast Reinforced Concrete Box Sewer, ASTM C 850	LF	130	\$ 175.00	\$ 22,750.00	\$ 297.67	\$ 38,696.67	\$ 260.00	\$ 33,800.00	\$ 300.00	\$ 39,000.00	\$ 333.00	\$ 43,290.00	\$ 327.00	\$ 42,510.00
98	10-foot by 6-foot Precast Reinforced Concrete Box Sewer, ASTM C 789	LF	480	\$ 400.00	\$ 192,000.00	\$ 688.33	\$ 330,400.00	\$ 600.00	\$ 288,000.00	\$ 725.00	\$ 348,000.00	\$ 740.00	\$ 355,200.00	\$ 810.00	\$ 388,800.00
99	Cast-In-Place Type 'BB' Inlet (Stage II on Exist Inlet)	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,786.67	\$ 3,573.33	\$ 1,460.00	\$ 2,920.00	\$ 1,400.00	\$ 2,800.00	\$ 2,500.00	\$ 5,000.00	\$ 6,300.00	\$ 12,600.00
100	Headwall Including Parallel Wingwall (Cast-In-Place)	EA	2	\$ 41,250.00	\$ 82,500.00	\$ 60,333.33	\$ 120,666.67	\$ 49,000.00	\$ 98,000.00	\$ 50,000.00	\$ 100,000.00	\$ 82,000.00	\$ 164,000.00	\$ 80,000.00	\$ 160,000.00
101	Type C Precast Concrete Inlet	EA	21	\$ 2,500.00	\$ 52,500.00	\$ 2,983.33	\$ 62,650.00	\$ 3,000.00	\$ 63,000.00	\$ 3,500.00	\$ 73,500.00	\$ 2,450.00	\$ 51,450.00	\$ 3,400.00	\$ 71,400.00
102	Type C Precast Concrete Inlet (Modified)	EA	1	\$ 3,000.00	\$ 3,000.00	\$ 2,633.33	\$ 2,633.33	\$ 3,500.00	\$ 3,500.00	\$ 900.00	\$ 900.00	\$ 3,500.00	\$ 3,500.00	\$ 5,900.00	\$ 5,900.00
103	5-inch Reinforced Concrete Slope Paving	SY	34	\$ 40.00	\$ 1,360.00	\$ 71.67	\$ 2,436.67	\$ 60.00	\$ 2,040.00	\$ 55.00	\$ 1,870.00	\$ 100.00	\$ 3,400.00	\$ 104.00	\$ 3,536.00
104	Driveway Trench Drain	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 5,533.33	\$ 11,066.67	\$ 7,600.00	\$ 15,200.00	\$ 4,500.00	\$ 9,000.00	\$ 4,500.00	\$ 9,000.00	\$ 7,500.00	\$ 15,000.00
105	SET, Type II, 24" RCP Culvert, 3:1, Cross	EA	2	\$ 1,000.00	\$ 2,000.00	\$ 1,183.33	\$ 2,366.67	\$ 1,100.00	\$ 2,200.00	\$ 1,100.00	\$ 2,200.00	\$ 1,350.00	\$ 2,700.00	\$ 1,460.00	\$ 2,920.00
106	SET, Type II, 24" RCP Culvert, 6:1, Parallel	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,666.67	\$ 3,333.33	\$ 1,700.00	\$ 3,400.00	\$ 1,500.00	\$ 3,000.00	\$ 1,800.00	\$ 3,600.00	\$ 2,100.00	\$ 4,200.00
107	SET, Type II, dual 36" RCP Culvert, 6:1, Parallel	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 7,133.33	\$ 7,133.33	\$ 8,100.00	\$ 8,100.00	\$ 6,500.00	\$ 6,500.00	\$ 6,800.00	\$ 6,800.00	\$ 9,500.00	\$ 9,500.00
108	SET, Type I, 4'x3' Box Culvert, 6:1, Parallel	EA	2	\$ 5,000.00	\$ 10,000.00	\$ 5,900.00	\$ 11,800.00	\$ 6,600.00	\$ 13,200.00	\$ 5,000.00	\$ 10,000.00	\$ 6,100.00	\$ 12,200.00	\$ 6,300.00	\$ 12,600.00
109	SET, Type I, 5'x3' Box Culvert, 6:1, Parallel	EA	2	\$ 5,500.00	\$ 11,000.00	\$ 6,866.67	\$ 13,733.33	\$ 7,600.00	\$ 15,200.00	\$ 6,000.00	\$ 12,000.00	\$ 7,000.00	\$ 14,000.00	\$ 7,000.00	\$ 14,000.00
DRAINAGE ITEMS SUBTOTAL					\$ 912,345.00		\$ 1,152,629.67		\$ 1,005,069.00		\$ 1,180,137.00		\$ 1,272,683.00		\$ 1,315,333.00
	WATER ITEMS														
110	Adjust Existing Valve Box to Grade	EA	2	\$ 500.00	\$ 1,000.00	\$ 380.00	\$ 760.00	\$ 140.00	\$ 280.00	\$ 450.00	\$ 900.00	\$ 550.00	\$ 1,100.00	\$ 240.00	\$ 480.00
111	8-inch Diameter Water Line by Open-Cut	LF	50	\$ 50.00	\$ 2,500.00	\$ 121.33	\$ 6,066.67	\$ 130.00	\$ 6,500.00	\$ 49.00	\$ 2,450.00	\$ 185.00	\$ 9,250.00	\$ 112.00	\$ 5,600.00
112	12-inch Diameter Water Line by Open-Cut	LF	4,830	\$ 60.00	\$ 289,800.00	\$ 56.00	\$ 270,480.00	\$ 48.00	\$ 231,840.00	\$ 50.00	\$ 241,500.00	\$ 70.00	\$ 338,100.00	\$ 58.00	\$ 280,140.00
113	12-inch Diameter Water Line in 20-inch Steel Casing by Open-Cut	LF	187	\$ 200.00	\$ 37,400.00	\$ 152.00	\$ 28,424.00	\$ 126.00	\$ 23,562.00	\$ 90.00	\$ 16,830.00	\$ 240.00	\$ 44,880.00	\$ 129.00	\$ 24,123.00
114	12-inch Diameter Water Line in 20-inch Steel Casing (Augered)	LF	46	\$ 250.00	\$ 11,500.00	\$ 241.67	\$ 11,116.67	\$ 180.00	\$ 8,280.00	\$ 275.00	\$ 12,650.00	\$ 270.00	\$ 12,420.00	\$ 367.00	\$ 16,882.00
115	12-inch Diameter Water Line (Augered)	LF	121	\$ 100.00	\$ 12,100.00	\$ 121.67	\$ 14,721.67	\$ 85.00	\$ 10,285.00	\$ 175.00	\$ 21,175.00	\$ 105.00	\$ 12,705.00	\$ 160.00	\$ 19,360.00
116	12-inch Diameter DIP Water Line (Augered)	LF	101	\$ 120.00	\$ 12,120.00	\$ 213.33	\$ 21,546.67	\$ 160.00	\$ 16,160.00	\$ 250.00	\$ 25,250.00	\$ 230.00	\$ 23,230.00	\$ 167.00	\$ 16,867.00
117	12-inch Diameter Plug and Clamp	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 356.67	\$ 356.67	\$ 250.00	\$ 250.00	\$ 120.00	\$ 120.00	\$ 700.00	\$ 700.00	\$ 307.00	\$ 307.00
118	3/4-inch to 2-inch Diameter Water Tap and Poly Service, Short Side	EA	2	\$ 1,500.00	\$ 3,000.00	\$ 1,391.67	\$ 2,783.33	\$ 1,300.00	\$ 2,600.00	\$ 1,500.00	\$ 3,000.00	\$ 1,375.00	\$ 2,750.00	\$ 1,115.00	\$ 2,230.00

Client: City of Tomball
Project Name: Medical Complex Drive Expansion, Segment 3
Bid Date: February 19, 2014

				Engineer's Estimate		Average Low 3 Bidders		Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				CobbFendley				Hassell Construction Co. Inc.		Triple B Services, L.L.P.		Conrad Construction Co. Ltd.		ISI Contracting Inc.	
Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
119	3/4-inch to 2-inch Diameter Water Tap and Poly Service, Long Side	EA	3	\$ 2,000.00	\$ 6,000.00	\$ 1,616.67	\$ 4,850.00	\$ 1,600.00	\$ 4,800.00	\$ 1,600.00	\$ 4,800.00	\$ 1,650.00	\$ 4,950.00	\$ 1,740.00	\$ 5,220.00
120	8-inch Diameter Wet Connection	EA	3	\$ 1,000.00	\$ 3,000.00	\$ 1,683.33	\$ 5,050.00	\$ 1,100.00	\$ 3,300.00	\$ 1,900.00	\$ 5,700.00	\$ 2,050.00	\$ 6,150.00	\$ 1,050.00	\$ 3,150.00
121	12-inch Diameter Wet Connection	EA	3	\$ 1,500.00	\$ 4,500.00	\$ 1,856.67	\$ 5,570.00	\$ 1,300.00	\$ 3,900.00	\$ 2,000.00	\$ 6,000.00	\$ 2,270.00	\$ 6,810.00	\$ 1,940.00	\$ 5,820.00
122	Cut, Plug, and Abandon Existing 8-inch Diameter Water Line	EA	4	\$ 500.00	\$ 2,000.00	\$ 476.67	\$ 1,906.67	\$ 520.00	\$ 2,080.00	\$ 250.00	\$ 1,000.00	\$ 660.00	\$ 2,640.00	\$ 625.00	\$ 2,500.00
123	Cut, Plug, and Abandon Existing 12-inch Diameter Water Line	EA	2	\$ 1,100.00	\$ 2,200.00	\$ 598.33	\$ 1,196.67	\$ 780.00	\$ 1,560.00	\$ 300.00	\$ 600.00	\$ 715.00	\$ 1,430.00	\$ 1,100.00	\$ 2,200.00
124	Fire Hydrant Assembly, Including 6-inch Gate Valve and Box, All Depths	EA	18	\$ 2,500.00	\$ 45,000.00	\$ 4,100.00	\$ 73,800.00	\$ 4,000.00	\$ 72,000.00	\$ 3,500.00	\$ 63,000.00	\$ 4,800.00	\$ 86,400.00	\$ 4,260.00	\$ 76,680.00
125	6-inch Diameter Fire Hydrant Branch by Open Cut	LF	191	\$ 60.00	\$ 11,460.00	\$ 30.67	\$ 5,857.33	\$ 39.00	\$ 7,449.00	\$ 21.00	\$ 4,011.00	\$ 32.00	\$ 6,112.00	\$ 38.00	\$ 7,258.00
126	Remove and Salvage Existing Fire Hydrant	EA	4	\$ 650.00	\$ 2,600.00	\$ 268.33	\$ 1,073.33	\$ 230.00	\$ 920.00	\$ 300.00	\$ 1,200.00	\$ 275.00	\$ 1,100.00	\$ 430.00	\$ 1,720.00
127	2" Diameter Blow-off Valve with Box	EA	1	\$ 1,500.00	\$ 1,500.00	\$ 1,073.33	\$ 1,073.33	\$ 1,200.00	\$ 1,200.00	\$ 700.00	\$ 700.00	\$ 1,320.00	\$ 1,320.00	\$ 940.00	\$ 940.00
128	Relocate and Reinstall Water Meter with New Box	EA	3	\$ 500.00	\$ 1,500.00	\$ 1,203.33	\$ 3,610.00	\$ 560.00	\$ 1,680.00	\$ 2,500.00	\$ 7,500.00	\$ 550.00	\$ 1,650.00	\$ 510.00	\$ 1,530.00
	WATER ITEMS SUBTOTAL				\$ 450,680.00		\$ 460,243.00		\$ 398,646.00		\$ 418,386.00		\$ 563,697.00		\$ 473,007.00
	SANITARY ITEMS														
129	4-foot Diameter Precast Concrete Sanitary Manhole	EA	18	\$ 3,000.00	\$ 54,000.00	\$ 6,541.67	\$ 117,750.00	\$ 6,700.00	\$ 120,600.00	\$ 6,225.00	\$ 112,050.00	\$ 6,700.00	\$ 120,600.00	\$ 5,300.00	\$ 95,400.00
130	4-foot Diameter Precast Concrete Sanitary Manhole on Existing Sanitary Sewer	EA	1	\$ 4,000.00	\$ 4,000.00	\$ 6,900.00	\$ 6,900.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00	\$ 6,700.00	\$ 6,700.00	\$ 6,600.00	\$ 6,600.00
131	5-foot Diameter Precast Concrete Sanitary Manhole	EA	1	\$ 5,000.00	\$ 5,000.00	\$ 8,433.33	\$ 8,433.33	\$ 7,300.00	\$ 7,300.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00	\$ 7,800.00	\$ 7,800.00
132	Manhole Drop; 6-inch Diameter, External	EA	1	\$ 1,800.00	\$ 1,800.00	\$ 596.67	\$ 596.67	\$ 640.00	\$ 640.00	\$ 150.00	\$ 150.00	\$ 1,000.00	\$ 1,000.00	\$ 467.00	\$ 467.00
133	Manhole Drop; 10-inch Diameter, External	EA	2	\$ 2,000.00	\$ 4,000.00	\$ 983.33	\$ 1,966.67	\$ 1,100.00	\$ 2,200.00	\$ 600.00	\$ 1,200.00	\$ 1,250.00	\$ 2,500.00	\$ 840.00	\$ 1,680.00
134	Manhole Drop; 12-inch Diameter, External	EA	1	\$ 2,300.00	\$ 2,300.00	\$ 1,133.33	\$ 1,133.33	\$ 1,200.00	\$ 1,200.00	\$ 700.00	\$ 700.00	\$ 1,500.00	\$ 1,500.00	\$ 965.00	\$ 965.00
135	Manhole Drop; 15-inch Diameter, External	EA	1	\$ 2,500.00	\$ 2,500.00	\$ 1,400.00	\$ 1,400.00	\$ 900.00	\$ 900.00	\$ 1,300.00	\$ 1,300.00	\$ 2,000.00	\$ 2,000.00	\$ 1,373.00	\$ 1,373.00
136	Adjust Existing Manhole and Frame and Cover to New Grade	EA	6	\$ 400.00	\$ 2,400.00	\$ 570.00	\$ 3,420.00	\$ 410.00	\$ 2,460.00	\$ 900.00	\$ 5,400.00	\$ 400.00	\$ 2,400.00	\$ 586.00	\$ 3,516.00
137	8-inch Diameter Sanitary Sewer, by Open-Cut	LF	50	\$ 70.00	\$ 3,500.00	\$ 78.00	\$ 3,900.00	\$ 64.00	\$ 3,200.00	\$ 70.00	\$ 3,500.00	\$ 100.00	\$ 5,000.00	\$ 98.00	\$ 4,900.00
138	10-inch Diameter Sanitary Sewer, by Open-Cut	LF	118	\$ 80.00	\$ 9,440.00	\$ 65.33	\$ 7,709.33	\$ 33.00	\$ 3,894.00	\$ 75.00	\$ 8,850.00	\$ 88.00	\$ 10,384.00	\$ 70.00	\$ 8,260.00
139	12-inch Diameter Sanitary Sewer, by Open-Cut	LF	836	\$ 90.00	\$ 75,240.00	\$ 68.67	\$ 57,405.33	\$ 40.00	\$ 33,440.00	\$ 76.00	\$ 63,536.00	\$ 90.00	\$ 75,240.00	\$ 90.00	\$ 75,240.00
140	15-inch Diameter Sanitary Sewer, by Open-Cut	LF	2,755	\$ 100.00	\$ 275,500.00	\$ 82.33	\$ 226,828.33	\$ 52.00	\$ 143,260.00	\$ 80.00	\$ 220,400.00	\$ 115.00	\$ 316,825.00	\$ 83.00	\$ 228,665.00
	SANITARY ITEMS SUBTOTAL				\$ 439,680.00		\$ 437,443.00		\$ 326,094.00		\$ 433,086.00		\$ 553,149.00		\$ 434,866.00
	GAS ITEMS														
141	2-inch Poly Gas Line Including all Appurtenances	LF	200	\$ 50.00	\$ 10,000.00	\$ 38.67	\$ 7,733.33	\$ 46.00	\$ 9,200.00	\$ 25.00	\$ 5,000.00	\$ 45.00	\$ 9,000.00	\$ 18.00	\$ 3,600.00
142	4-inch Poly Gas Line Including all Appurtenances	LF	4,569	\$ 60.00	\$ 274,140.00	\$ 36.33	\$ 166,007.00	\$ 36.00	\$ 164,484.00	\$ 28.00	\$ 127,932.00	\$ 45.00	\$ 205,605.00	\$ 30.00	\$ 137,070.00
143	4-inch Poly Gas Line in 6-inch Casing Including Vents and all Appurtenances	LF	260	\$ 75.00	\$ 19,500.00	\$ 86.00	\$ 22,360.00	\$ 73.00	\$ 18,980.00	\$ 90.00	\$ 23,400.00	\$ 95.00	\$ 24,700.00	\$ 125.00	\$ 32,500.00
	GAS ITEMS SUBTOTAL				\$ 303,640.00		\$ 196,100.33		\$ 192,664.00		\$ 156,332.00		\$ 239,305.00		\$ 173,170.00
	EXTRA WORK ITEMS														
144	Uniformed Peace Officer	HR	480	\$ 25.00	\$ 12,000.00	\$ 46.33	\$ 22,240.00	\$ 66.00	\$ 31,680.00	\$ 35.00	\$ 16,800.00	\$ 38.00	\$ 18,240.00	\$ 40.00	\$ 19,200.00
145	Remove and Dispose of Existing Abandoned Pipeline	LF	600	\$ 25.00	\$ 15,000.00	\$ 16.33	\$ 9,800.00	\$ 19.00	\$ 11,400.00	\$ 15.00	\$ 9,000.00	\$ 15.00	\$ 9,000.00	\$ 28.00	\$ 16,800.00
146	Detention Pond Excavation (M121-00-00 West)	CY	32,267	\$ 5.50	\$ 177,468.50	\$ 9.00	\$ 290,403.00	\$ 9.00	\$ 290,403.00	\$ 8.00	\$ 258,136.00	\$ 10.00	\$ 322,670.00	\$ 10.00	\$ 322,670.00
147	Chain Link Fencing (M121-00-00 West)	LF	184	\$ 20.00	\$ 3,680.00	\$ 46.00	\$ 8,464.00	\$ 23.00	\$ 4,232.00	\$ 90.00	\$ 16,560.00	\$ 25.00	\$ 4,600.00	\$ 28.00	\$ 5,152.00
148	6-inch Overexcavate Trench Bottom	LF	500	\$ 10.00	\$ 5,000.00	\$ 7.83	\$ 3,916.67	\$ 11.00	\$ 5,500.00	\$ 5.00	\$ 2,500.00	\$ 7.50	\$ 3,750.00	\$ 3.00	\$ 1,500.00
149	Remove and Dispose of Hazardous Soil	CY	500	\$ 50.00	\$ 25,000.00	\$ 60.00	\$ 30,000.00	\$ 35.00	\$ 17,500.00	\$ 125.00	\$ 62,500.00	\$ 20.00	\$ 10,000.00	\$ 22.00	\$ 11,000.00
150	Extra Cement-Stabilized Sand	CY	250	\$ 40.00	\$ 10,000.00	\$ 33.67	\$ 8,416.67	\$ 38.00	\$ 9,500.00	\$ 41.00	\$ 10,250.00	\$ 22.00	\$ 5,500.00	\$ 37.00	\$ 9,250.00
151	Extra Bank Sand	CY	150	\$ 35.00	\$ 5,250.00	\$ 19.00	\$ 2,850.00	\$ 18.00	\$ 2,700.00	\$ 24.00	\$ 3,600.00	\$ 15.00	\$ 2,250.00	\$ 15.00	\$ 2,250.00
152	Hand Excavation	CY	250	\$ 20.00	\$ 5,000.00	\$ 40.00	\$ 10,000.00	\$ 70.00	\$ 17,500.00	\$ 25.00	\$ 6,250.00	\$ 25.00	\$ 6,250.00	\$ 15.00	\$ 3,750.00
153	12-inch Diameter PVC Storm Sewer (Augered) (M121-00-00 West)	LF	918	\$ 90.00	\$ 82,620.00	\$ 99.00	\$ 90,882.00	\$ 98.00	\$ 89,964.00	\$ 99.00	\$ 90,882.00	\$ 100.00	\$ 91,800.00	\$ 65.00	\$ 59,670.00
154	Water Service Adjustments (Up to 2")	EA	10	\$ 85.00	\$ 850.00	\$ 663.33	\$ 6,633.33	\$ 560.00	\$ 5,600.00	\$ 230.00	\$ 2,300.00	\$ 1,200.00	\$ 12,000.00	\$ 345.00	\$ 3,450.00
155	SET, Type II, 12" Pipe Culvert, 3:1, Cross (M121-00-00 West)	EA	3	\$ 900.00	\$ 2,700.00	\$ 958.33	\$ 2,875.00	\$ 900.00	\$ 2,700.00	\$ 975.00	\$ 2,925.00	\$ 1,000.00	\$ 3,000.00	\$ 1,100.00	\$ 3,300.00
156	Flexible Base Course for Temporary Driveways	SY	360	\$ 40.00	\$ 14,400.00	\$ 22.33	\$ 8,040.00	\$ 34.00	\$ 12,240.00	\$ 13.00	\$ 4,680.00	\$ 20.00	\$ 7,200.00	\$ 14.00	\$ 5,040.00
	EXTRA ITEMS SUBTOTAL				\$ 358,968.50		\$ 494,520.67		\$ 500,919.00		\$ 486,383.00		\$ 496,260.00		\$ 463,032.00

Client: City of Tomball
Project Name: Medical Complex Drive Expansion, Segment 3
Bid Date: February 19, 2014

				Engineer's Estimate		Average Low 3 Bidders		Bidder No. 1		Bidder No. 2		Bidder No. 3		Bidder No. 4	
				CobbFendley				Hassell Construction Co. Inc.		Triple B Services, L.L.P.		Conrad Construction Co. Ltd.		ISI Contracting Inc.	
Item No.	Item Description	Unit	Quantity	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price	Unit Price	Extended Price
TOTAL BASE BID					\$ 5,538,997.30		\$ 6,292,785.10		\$ 5,845,767.05		\$ 6,533,742.70		\$ 6,498,845.55		\$ 6,651,092.80
CASH ALLOWANCE															
159	Street Lighting	LS	1	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00	\$ 6,200.00
TOTAL ALTERNATE BID 1 UNIT ITEMS					\$ 6,200.00		\$ 6,200.00		\$ 6,200.00		\$ 6,200.00		\$ 6,200.00		\$ 6,200.00
ALTERNATES TABLE															
1	Landscape Irrigation System	LS	1	\$ 72,442.00	\$ 72,442.00	\$ 59,333.33	\$ 59,333.33	\$ 28,000.00	\$ 28,000.00	\$ 25,000.00	\$ 25,000.00	\$ 125,000.00	\$ 125,000.00	\$ 72,000.00	\$ 72,000.00
	TOTAL ALTERNATES				\$ 72,442.00		\$ 59,333.33		\$ 28,000.00		\$ 25,000.00		\$ 125,000.00		\$ 72,000.00
TOTAL BASE BID PRICE					\$ 5,538,997.30		\$ 6,292,785.10		\$ 5,845,767.05		\$ 6,533,742.70		\$ 6,498,845.55		\$ 6,651,092.80
CASH ALLOWANCE					\$ 6,200.00		\$ 6,200.00		\$ 6,200.00		\$ 6,200.00		\$ 6,200.00		\$ 6,200.00
ALTERNATES TABLE					\$ 72,442.00		\$ 59,333.33		\$ 28,000.00		\$ 25,000.00		\$ 125,000.00		\$ 72,000.00
TOTAL BID PRICE					\$ 5,617,639.30		\$ 6,358,318.43		\$ 5,879,967.05		\$ 6,564,942.70		\$ 6,630,045.55		\$ 6,729,292.80

Bidder's Total Base Bid	\$ 5,843,577.00	\$ 6,554,442.70	\$ 6,682,142.80
Bidder's Total Bid	\$ 5,877,777.00	\$ 6,585,642.70	\$ 6,760,242.80

Document 00520

AGREEMENT

Project: Medical Complex Drive Expansion, Segment 3 from Lawrence Street to South Cherry Street

Project Location: Tomball, Texas (Key Map® No. 288 – L & M)

E&P Project No: 2011-10019

Project Bid No: 2014-04

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

and

Contractor: Hassell Construction Company, Inc.

(Address for Written Notice) 16111 Hollister, Houston, TX 77066 (Mailing)

12500 Cutten Rd., Houston, TX 77066 (Physical)

Fax Number: 281-580-9570

City Engineer is: Lori Lakatos

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

Fax Number: 281-351-4735

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

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

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within 365 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

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

00520-1
06-16-2011

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

ARTICLE 3
CONTRACT PRICE

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Corrected Contract Price of \$ 5,879,967.05 which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

Alternate No. 1 Landscape Irrigation System @ \$28,000.00

ARTICLE 4
PAYMENTS

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

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

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

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

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

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

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

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

00520-2
06-16-2011

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

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

ARTICLE 5
CONTRACTOR REPRESENTATIONS

5.1 Contractor represents:

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

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

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

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

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

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

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

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

00520-3
06-16-2011

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

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

ARTICLE 6

MISCELLANEOUS PROVISIONS

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

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

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions

7.1.2 Document 00800 - Supplementary Conditions

7.1.3 General Requirements.

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

MANDATORY

In the next paragraph, if a unique City Drawing number has been assigned, replace the "NNNNN" below with it. If not, remove the bracketed verbiage. Remove brackets and instructions when done. Change color of remaining text to black.

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

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

Addendum No. 1, dated [N/A]

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form – Part B
[X] 00500	Form of Business
[X] 00501	Resolution of Corporation (if a corporation)
[X] 00610	Performance Bond

00520-4
06-16-2011

☒	00611	Statutory Payment Bond
☒	00612	One-year Maintenance Bond
☒	00620	Affidavit of Insurance (with the Certificate of Insurance attached)
☒	00800	Exhibit A, Wage Rates
☐	00821	Wage Rate for Building Construction
☐	00830	Trench Safety Geotechnical Information

ARTICLE 8

SIGNATURES

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

00520-5
06-16-2011

CONTRACTOR:	(If Joint Venture)
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____
Tax Identification Number: _____	Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: _____ Date: _____

CITY OF TOMBALL, TEXAS:

By: _____ Date: _____
City Manager

ATTEST/SEAL:

[SEAL]

Attest: _____ Date: _____
City Secretary

END OF DOCUMENT

Regular City Council Agenda Item Data Sheet

Meeting Date: March 3, 2014

Topic:

Approve Development Agreement for Construction of Public Improvements with Breaux Properties, LTD in the amount of \$10,632.96

Background:

Breaux Properties, LTD has requested a Development Agreement with the City of Tomball for credit of impact fees due to utility extensions to and through their development for water and gas. The credit for impact fees is for the water impact fees only for up to 8 living unit equivalents (LUEs) totaling \$10,632.96.

Origination:

Breaux Properties, LTD

Recommendation:

Engineering recommends approval

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

Engineering Division

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

ATTACHMENTS:

Breaux Request Letter
Breaux Development Agreement
Overall Utility Site Layout

BREAUX PROPERTIES, LTD
1502 RUDOLPH
TOMBALL, TEXAS 77375
January 31, 2014



Ms Lori Lakatos, PE, CFM
City Engineer
City of Tomball
501 James St.
Tomball, Tx 77375

Re: Request for Development Agreement for Utilities Extension

Ms. Lakatos:

We are requesting that you consider a Development Agreement for Utility Extension to offset the impact fees in the amount of \$10,682.96 for Water only For Breaux Machine Works South located at 28006 High Meadow Road, Tomball, Texas 77377.

We have attached herewith a copy of the Bid for Utilities. We are requesting this for Water extension in the amount of \$51,581.30.

Your consideration would be greatly appreciated.

Thank you,


Tommy Breaux

Utility Extension across Parkway Oasis and Breaux Machine Works South

Contractor: JERRICO GENERAL CONTRACTOR, INC.

Address: 25502 CANDY LANE

MAGNOLIA, TEXAS 77355

Phone: 281-356-7287

Email: JERRICOCONST@AOL.COM

Contact Person: JERRY FREE

Mobilization

Item	Quantity	Price per unit	Price per unit (written)	Cost
Mobilization	1 lot	3,500.00	Three Thousand Five Hundred \$ 0/100	\$3,500.00

Sanitary Sewer: Sheets C-5, C-6, C-7, C-12

Item	Quantity	Price per unit	Price per unit (written)	Cost
8" PVC SDR-26 Complete in place:	442 LF	28.70	Twenty-Eight & 70/100	\$ 12,685.40
Manholes, Type "C" C.I.P.	3 ea	3,450.00	Three Thousand Four Hundred Fifty & 01/00	\$ 10,350.00
Remove 8" plug	1 ea	450.00	Four Hundred Fifty & 0/100	\$ 450.00

Water: Sheets C-5, C-6, C-7

Item	Quantity	Price per unit	Price per unit (written)	Cost
12" PVC (C-900) Complete in Place	757 LF	35.90	Thirty-Five & 90/100	\$ 27,176.30
6" PVC (C-900) C.I.P.	30 LF	18.00	Eighteen & 0/100	\$ 540.00
Fire hydrants C.I.P.	3 ea	4,500.00	Four Thousand Five Hundred & 0/100	\$ 13,500.00
12" G.V. & B. C.I.P.	1 ea	2,850.00	Two Thousand Eight Hundred Fifty & 0/100	\$ 2,850.00
6" G.V. & B. C.I.P.	3 ea	1,250.00	One Thousand Two Hundred Fifty & 0/100	\$ 3,750.00
12" x 6" Tee C.I.P.	3 ea	450.00	One Thousand Three Hundred Fifty & 0/100	\$ 1,350.00
18" Steel Sleeve (Sheet C-12) C.I.P.	1 ea	540.00	Five Hundred Forty & 0/100	\$ 540.00
12" Plug C.I.P.	1 ea	450.00	Four Hundred Fifty & 0/100	\$ 450.00
12" 90 degree Bend C.I.P.	3 ea	475.00	Four Hundred Seventy-Five & 0/100	\$ 1,425.00

Gas: Sheets C-5, C-6, C-7

~~\$ 5,581.30~~

Item	Quantity	Price per unit	Price per unit (written)	Cost
4" PVC Complete in Place	736 LF	10.65	Ten & 65/100	\$ 7,838.40
4" 90 degree Bend C.I.P.	3 ea	45.60	Forty-Five & 60/100	\$ 1,368.00

TOTAL PROJECT CONSTRUCTION COSTS, COMPLETE IN PLACE

\$ 87,773.10

**** CONCRETE, SAWCUT, BREAKOUT, & HAUL OFF**

LUMP SUM

\$ 5,500.00

TOTAL COST INCLUDING CONCRETE, SAWCUT, BREAKOUT, & HAUL OFF \$93,273.10

THE STATE OF TEXAS §
COUNTY OF HARRIS §

ARTICLE I

Definitions

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

- 1.01. "Agreement" means this agreement, including any amendments hereto, between the City and Developer.
- 1.02. "Contractor" shall mean the person, firm, corporation, partnership, association, or other entity awarded the contact by Developer for the construction and installation of the Improvements.
- 1.03. "Improvements" shall mean 736 lineal feet of 4 inch gas line, and 757 lineal feet of 12 inch water line to be constructed within the Parkway Oasis Replat No.2 subdivision, Lots 1 and 5, west of SH 249 (Tomball Parkway) and east of High Meadow Road.

ARTICLE II

Construction of Improvements

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

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

ARTICLE III. City Obligations

- 3.01. Credit of Impact Fees to Developer. The proposed 3.4025 acre development, located between SH 249 (Tomball Parkway) and High Meadow Rd of the City of Tomball, Harris County, Texas, as depicted on Exhibit A, identifies on the construction plans. In accordance to the City's Code of Ordinances, Chapter 82, Section 156, the development is subject to a water impact fee of \$1,329.12 per Living Unit Equivalents (LUE). As a result of the developer constructing a portion of the City's water line, the development will be credited the cost of the water line construction up to the full water impact fee assessment of the 8 LUEs totaling \$10,632.96. Any construction costs exceeding the water impact fee assessment shall be at the expense of the owner.

ARTICLE IV Miscellaneous Provisions

- 4.01 Assignment. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.
- 4.02 Amendment or Modification. Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the Parties.
- 4.03. Parties in Interest. This Agreement shall be for the sole and exclusive benefit of the Parties hereto and shall not be construed to confer any rights upon any third party.
- 4.04. Remedies Not Exclusive. The rights and remedies contained in this Agreement shall not be exclusive, but shall be cumulative of all rights and remedies now or hereinafter existing, by law or in equity.
- 4.05. Waiver. The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.
- 4.06. Entire Agreement. This Agreement constitutes the entire agreement between the Parties related to the subject matter of this Agreement and supersedes any and all prior agreements, whether oral or written, dealing with the subject matter of this Agreement.
- 4.07. Venue. This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.
- 4.08. Severability. If any term or provision of this Agreement is held to be invalid, void or unenforceable by a court of competent jurisdiction, the remainder of the terms and provisions of this Agreement shall remain in full force and effect and shall not in any way be invalidated, impaired or affected.
- 4.09. Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City:

City of Tomball

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

If to Developer:

Breaux Properties, LTD
1502 Rudolph Rd
Tomball, Texas, 77375
ATTN: Mr. Tommy Breaux

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

CITY OF TOMBALL

Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary

DEVELOPER:

Authorized Signature, Name, and Title:

Tommy Breaux
Owner
Breaux Properties, LTD

HIRSCHFIELD ROAD

HIGH MEADOW ROAD
(60' R.O.W.)

STATE HIGHWAY NO. 249
BYPASS

ROBERT W. WALKER AND WIFE,
BOBBY JEAN WALKER
(H.C.C.F. NO. E945177)

"GOODSON'S CAFE"
(FILM CODE NO. 371122; H.C.M.R.)

PARKWAY OASIS
(FILM CODE NO. 622219; H.C.M.R.)

PARKWAY OASIS
(FILM CODE NO. 622219; H.C.M.R.)

PARKWAY SHOPS
(FILM CODE NO. 587148; H.C.M.R.)

HARDIAL MANGAT
REMAINDER OF 4.2416 ACRES
(H.C.C.F. NO. P056901)

NOTE:
1.) FUTURE PAVEMENT SHALL INCLUDE A CONSTRUCTION JOINT ALONG THE CITY OF TOMBALL EASEMENT LINE TO PROVIDE A MEANS FOR EASY ACCESS TO THE UTILITIES IF REPAIRS ARE NEEDED.
2.) THE CITY OF TOMBALL RESERVES THE RIGHT TO ACCESS, OPERATE & MAINTAIN PUBLIC UTILITIES. REPAIRS TO IMPROVEMENTS SHALL BE THE OWNER'S RESPONSIBILITY.
3.) THE MINIMUM FINISHED FLOOR ELEVATION SHALL BE 183.20.

BENCHMARK:
FLOODPLAIN REFERENCE MARK NO. 120210 IS A BRASS DISK STAMPED "120210" LOCATED ON THE WEST CORNER OF A DOWNSTREAM CONCRETE HEADWALL ALONG MICHEL ROAD, IN THE WILLOW WATERSHED, KEYMAP NO. 288K. ELEVATION = 180.1' (NAVD 1988, 2001 ADJ.)

TBM A:
600 NAIL IN EAST SIDE OF THIRD POWER POLE SOUTH OF HIRSHFIELD ON WEST SIDE OF HIGHWAY 249. ELEVATION = 184.06'

TBM B:
600 NAIL IN EAST SIDE OF FIFTH POWER POLE SOUTH OF HIRSHFIELD ON WEST SIDE OF HIGHWAY 249. ELEVATION = 182.78'

TBM C:
600 NAIL IN EAST SIDE OF SEVENTH POWER POLE SOUTH OF HIRSHFIELD ON WEST SIDE OF HIGHWAY 249. ELEVATION = 180.37'

TBM D:
BOLT ON LIGHT STANDARD AT THE NORTHWEST CORNER OF HIGHWAY 249 AT ALICE ROAD. ELEVATION = 179.93'

TBM E:
600 NAIL IN SOUTH SIDE OF FIRST POWER POLE WEST OF HIGHWAY 249 AT ALICE ROAD. ELEVATION = 177.77'

TBM F:
600 NAIL IN NORTH SIDE OF FIFTH POWER POLE SOUTH OF HIRSHFIELD ON EAST SIDE OF HIGH MEADOW. ELEVATION = 182.59'

TBM G:
600 NAIL IN SOUTH SIDE OF THIRD POWER POLE SOUTH OF HIRSHFIELD ON EAST SIDE OF HIGH MEADOW. ELEVATION = 183.81'

TBM H:
600 NAIL IN NORTH SIDE OF POWER POLE WEST OF COMPACTOR PAD FOR PARKWAY CHEVROLET. ELEVATION = 181.07'

TBM AA:
BOX CUT ON THE EAST SIDE OF THE NEW CONC CUL-DE-SAC. ELEVATION = 179.65'

TBM BB:
BOX CUT ON THE NORTHEAST SIDE OF THE NEW CONC CUL-DE-SAC. ELEVATION = 181.29'

NOTICE
AT LEAST 48 HOURS BEFORE EXCAVATING IN STREET R.O.W. OR EASEMENT CALL THE LONE STAR NOTIFICATION (713) 223-4567

PRIVATE UTILITY LINES SHOWN

DATE: 6-3-10
CENTERPOINT ENERGY / ELECTRIC FACILITIES
(APPROVED ONLY FOR CROSSING UNDERGROUND UTILITIES, UNLESS OTHERWISE NOTED) VALID AT TIME OF REVIEW ONLY
DATE: 6-3-10
CENTERPOINT ENERGY / GAS FACILITIES
(GAS SERVICE LINES ARE NOT SHOWN)

TEXAS ENGINEERING AND MAPPING
CARLOS BARILLAS
12810 CENTURY DRIVE
STAFFORD, TEXAS 77477
SURVEYED BY: T.E.A.M.
FB NO.
TEXAS ENGINEERING & MAPPING CO.
REGISTRATION # T-2908
CARLOS J. BARILLAS
50474
PROFESSIONAL ENGINEER

CITY OF TOMBALL DEPARTMENT OF PUBLIC WORKS AND ENGINEERING

OVERALL LAYOUT

DRAWING SCALE
HORIZ. 1"=40'
SHEET NO. 3 OF 16
TEXAS ENGINEERING AND MAPPING
12810 CENTURY DRIVE
STAFFORD, TEXAS 77477
PHONE: (281) 491-2000 FAX: (281) 491-2005

PARKWAY OASIS
PARTIAL REPLAT NO.1
STATE HIGHWAY 249
CITY OF TOMBALL
HARRIS COUNTY, TEXAS

SCALE: 1"=40' DRAWN BY: ASW DES. BY: ASW
DATE: 04-12-10 JOB NO.: 924-2 CK. BY: CJB
SHEET 3 OF 16

2014-10006

Regular City Council Agenda Item Data Sheet

Meeting Date: March 3, 2014

Topic:

Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose:

- Sec. 551.072 – Deliberations Regarding Real Property

Background:**Origination:**

City Manager

Recommendation:

N/A

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

City Secretary

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