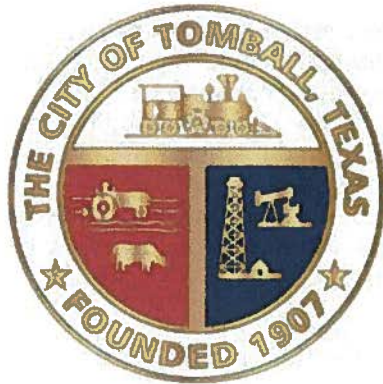


**NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



MONDAY, JULY 2, 2012

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, July 2, 2012 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
 - Shawn O'Hearn, Pastor, Saddlecreek Church
- 3.0 Pledges to U.S. and Texas Flags
- 4.0 Public Comments and Receipt of Petitions *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.]*
- 5.0 Reports and Announcements

- **June 25 through August 13, 2012 – Tomball Kids Club at MLK, Jr. Park – Hosted by HEB, in Partnership with Buffalo Wild Wings and Cisco’s Salsa Company**
- **July 4, 2012 – City of Tomball Fourth of July Celebration – 2:00 p.m.-10:00 p.m.**
- **July 14, 2012 – Second Saturday at the Depot – 6:30 p.m.**
- **July 16, 2012 – Budget Workshop on FY 2012-2013 Budget – 4 p.m.**
- **July 16, 2012 – Public Hearing on FY 2012-2013 Budget – 6:00 p.m.**
- **Walk Tomball! – Every Saturday at 8:00 a.m. at the Depot**
- **Reports by City staff and members of council about items of community interest on which no action will be taken:**
 - **Lori Lakatos – Update on Medical Complex Right-of-Way Purchases**
 - **Randy Parr – Promotion of Justin Martinez to Driver/Operator – Fire Department**

6.0 Approve the Minutes of the June 18, 2012 Regular City Council Meeting

7.0 Old Business:

- 7.1 Approve Lease Agreement between the City of Tomball and Burlington Northern Santa Fe Railroad (BNSF), Covering Lease of Property off of North Elm Street for the City’s Proposed Parking Lot, at an Annual Lease Rate of \$3,000.00, and Authorize Payment of a One-Time Railroad Protective Liability Insurance Fee as required by BNSF, in the Amount of \$885.00.
- 7.2 Approve, on Second Reading, Resolution No. 2012-17-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving a development and property exchange agreement between the Tomball Economic Development Corporation and 2978 Industrial Properties, LLC, (The “Company”) related to the development of the Tomball Business and Technology Park Project; containing other provisions relating to the subject; and providing for severability.
- 7.3 Adopt, on Second Reading, Ordinance No. 2012-15, an Ordinance of the City Council of Tomball, Texas, Approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Three
- 7.4 Adopt, on Second Reading, Ordinance No. 2012-16, an Ordinance of the City of Tomball, Texas, Amending Its Comprehensive Zoning Ordinance by Granting a Conditional Use Permit Amendment to K. E. Jams Investments, Inc., to Expand a “Recreational Vehicle Park”; Being an Approximately 23.74 Acre Site, and Being Legally Described as Lot 168, Amending Plat of Tomball Outlots, generally located on the Westerly Side of South Cherry Street, Northerly of Agg Road at 1402 South Cherry Street, Tomball, Texas; Providing Requirements and Conditions for This Conditional Use Permit Amendment; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not To Exceed Two Thousand Dollars for Violations Hereof; and Providing for Severability
- 7.5 Adopt, on Second Reading, Ordinance No. 2012-18, an Ordinance of the City of Tomball, Texas, Amending Its Comprehensive Zoning Ordinance by Amending Section 38.2 (“Use Charts”) to Allow a “Playfield or Stadium

(Private)" Land Use in the Agricultural District with a Conditional Use Permit; 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

8.0 New Business:

- 8.1 Approve Request from Tomball Regional Hospital for City Support of the "3rd Annual American Heart Association's Northwest Harris County Satellite Heart Walk" on Saturday, October 20, 2012, to Support the American Heart Association
- 8.2 Conduct Public Hearing of the City Council of the City of Tomball to Consider Proposed Assessments against Reserve at Spring Lakes Section One Properties in the City of Tomball Public Improvement District Number Three, Established by City Council Resolution No. 2009-28.
- 8.3 Adopt, on First Reading, Ordinance No. 2012-19, an Ordinance of the City Council of Tomball, Texas, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Reserve at Spring Lakes Section One Properties within the City of Tomball Public Improvement District Number Three; and making Certain Findings Related Thereto
- 8.4 Adopt, on First Reading, Ordinance No. 2012-20, an Ordinance Deleting Article IV., Electricity, of Chapter 14, Buildings and Building Regulations, of the Code of Ordinances of the City of Tomball, Texas, in Its Entirety and Substituting Therefor a New Article IV., Electricity, of Chapter 14, Buildings and Building Regulations; Repealing all Ordinances or Parts of Ordinances Inconsistent or in Conflict Herewith; 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
- 8.5 Approve Resolution No. 2012-19, a Resolution of the City Council of the City of Tomball, Texas, Authorizing the Purchase of Property from Tomball 10 Joint Venture for use in the Medical Complex Drive Expansion Project; and Authorizing the City Manager to Execute All Documents Related Thereto
- 8.6 Approve Interlocal Agreement between the City of Tomball and the Tomball Independent School District (TISD), affording the Tomball Police Department the Ability to Assign Four Student Resource Officers (SROs) to TISD Campuses.
- 8.7 Approve Interlocal Agreement between the City of Tomball and the Tomball Independent School District, affording the Tomball Police Department the Ability to Provide Police Services on a Contractual Basis for Specialized Events occurring Before, During and After the Normal Campus Hours.
- 8.8 Appoint Member to Fill Vacancy and Complete Unexpired Term on City of Tomball Planning and Zoning Commission

- 8.9 Appoint Alternate Member, Position 2, to Fill Vacancy and Complete Unexpired Term on City of Tomball Board of Adjustments
- 8.10 Approve **BJS MANUFACTURING CENTER REPLAT**: A subdivision of 71.3618 Acres of Land out of the Jesse Pruitt Survey, A-629, City of Tomball, Harris County, Texas; Being a Replat of Restricted Reserve "A" and Reserve "B" of BJ Services Tract, Film Code No. 537089 M.R.H.C.; Being a Replat of Lots 327 and 328 of Tomball Townsite, Volume 2, Page 65 M.R.H.C. and Being a Replat of Lots 330 and 333 of Corrected Map of Tomball Outlots, Volume 4, Page 75 M.R.H.C.

9.0 Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 28th day of June 2012 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: July 2, 2012

Topic:

- Shawn O'Hearn, Pastor, Saddlecreek Church

Background:

Origination:

Recommendation:

Funding:

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

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 2, 2012

Topic:

- **June 25 through August 13, 2012 – Tomball Kids Club at MLK, Jr. Park – Hosted by HEB, in Partnership with Buffalo Wild Wings and Cisco's Salsa Company**
- **July 4, 2012 – City of Tomball Fourth of July Celebration – 2:00 p.m.-10:00 p.m.**
- **July 14, 2012 – Second Saturday at the Depot – 6:30 p.m.**
- **July 16, 2012 – Budget Workshop on FY 2012-2013 Budget – 4 p.m.**
- **July 16, 2012 – Public Hearing on FY 2012-2013 Budget – 6:00 p.m.**
- **Walk Tomball! – Every Saturday at 8:00 a.m. at the Depot**
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Lori Lakatos – Update on Medical Complex Right-of-Way Purchases
 - Randy Parr – Promotion of Justin Martinez to Driver/Operator – Fire Department

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:

Tomball Kids Club at MLK, Jr. Pa
4th of July Street Party
July 14, 2012 – Second Saturday at the Depot





4TH OF JULY STREET PARTY & FIREWORKS

Tomball is taking its annual July 4th celebration to the streets!

The City is closing a portion of Business 249 north of FM 2920 for a hometown Texas sized July 4th street party complete with live music, activities for the kids, food and the traditional fireworks extravaganza at dark.

Scheduled to perform at 5:30 p.m. is Houston classic rock band, "The Bottle Rockers", with high energy country/southern rockers, "The Posse" on stage at 7:30 p.m..

Children's games and water activities will cover the street beginning at 2:30 p.m. Food and beverages will be provided by local restaurants, the Original Rib Tickler and Pecos Grill.

The annual fireworks show will light the sky around 9:15 p.m. high above the Highway 249 event.

Admission and parking are free.

Coolers are welcome, but no alcohol may be brought into the event site. And, don't forget your lawn chairs!

Tomball, Texas is in northwest Harris County, just 28 miles from downtown Houston. For information about the July 4th celebration in Tomball, please call 281-351-5484, visit www.ci.tomball.tx.us, or go to www.facebook.com/TomballTexanForFun.

The Tomball July 4th Celebration is just another example of why
"Tomball is Texan for Fun!®"

2nd Saturday

At the Depot in Tomball

July 14th starting at 6:30 p.m.



Rusty's Family Feature
"The Adventures
Of Tintin"

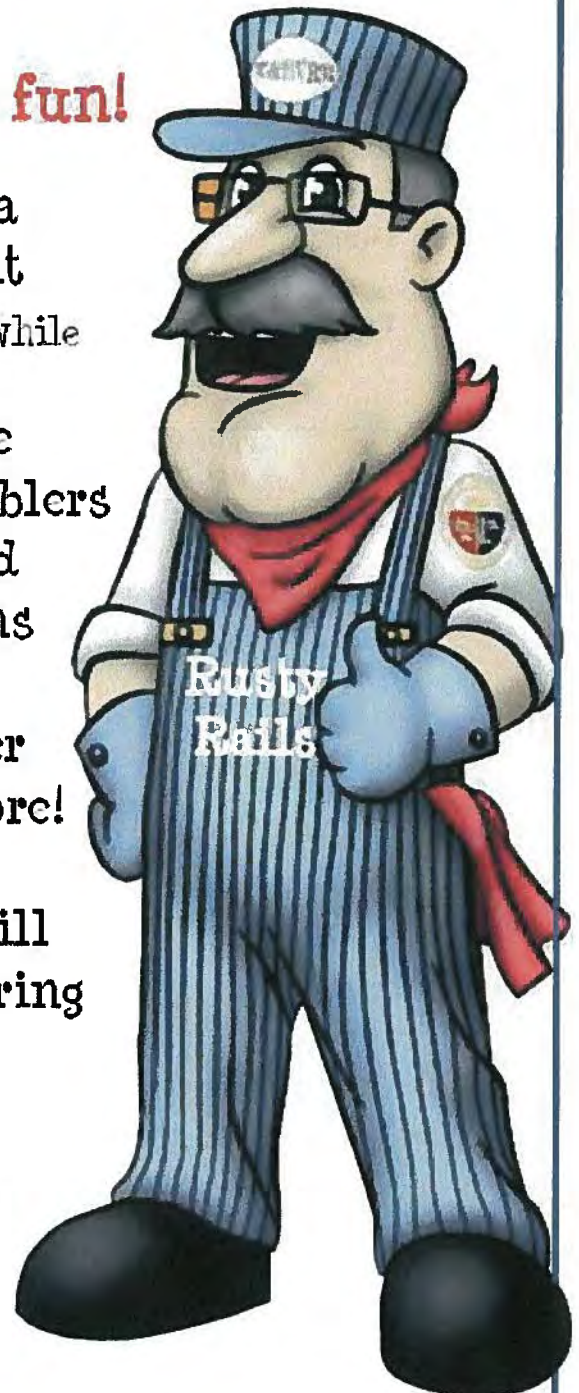
On the giant inflatable screen

TOMBALL
TEXAN FOR FUN!®

Fun, fun, fun!

- There'll be a Treasure Hunt with Prizes (while supplies last)
- Music by the Cypress Ramblers
- Sand Art and water balloons
- Concessions from Summer Snow and more!
- And, the Splash Pad will be open, so bring your towel!

*In case of rain the event will take place at the Tomball Community Center—Market and South Cherry Streets.



The Depot is at 201 S. Elm Street in historic downtown Tomball, Texas. Call 281-351-5484 for information.

**Regular City Council
Agenda Item
Data Sheet**

Meeting Date: July 2, 2012

Topic:

Approve the Minutes of the June 18, 2012 Regular City Council Meeting

Background:

Origination:

Recommendation:

Funding:

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

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

ATTACHMENTS:

Draft Minutes - June 18, 2012 Regular City Council Meeting

MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**MONDAY, JUNE 18, 2012
6:00 P.M.**

1.0 Call to Order

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

Councilman Stoll
Councilman Townsend
Councilman Dodson
Councilman Hudgens

Councilmembers absent:

Councilman Brown – Excused Absence

Others present:

City Manager – George Shackelford
Assistant City Manager – Christal Weber
City Secretary – Doris Speer
City Attorney – Scott Bounds
Police Chief – Rob Hauck
Director of Public Works – David Kauffman
Fire Chief – Randy Parr
Finance Director – Glenn Windsor
City Planner – Rebeca Guerra
Assistant City Engineer – Lori Lakatos
Assistant City Planner – Rodney Schmidt
Community Events Coordinator – Rosalie Dillon

2.0 Invocation

- Led by Reverend John Holiday, Powerhouse Church of God in Christ

draft

3.0 Pledges to U. S. and Texas Flags

- Led by Members of JOY School – ChristBridge Summer Program

4.0 The following public comments were received:

- | | |
|---|--|
| Rodney Hutson
9431 Rosie Lane, 77355 | - Expressed his support for Item 9.9 (it is long overdue) and requested that the City construct something attractive for the long-term. |
| Mike O'Brien
11767 Quail Creek, 77070 | - Expressed his appreciation for the TEDC Business Revitalization Program grant, used for 416 Main Street improvements – Tomball Electric Company. |
| Bruce Hillegeist
20339 Telge, 77377
GTACC | - Expressed his appreciation and support of Item 9.1, Resolution 2012-18, supporting the 40 th Annual Tomball Night. |
| Larry Hugonin
30507 Country Meadows, 77375 | - Expressed his support for a 4-way stop or caution light at the intersection of Quinn and Brown Road. |

5.0 Presentations:

- Mayor Fagan presented Plaques for the following:
 - Ron Stewart, Tomball Police Department – 18 Years of Service
 - Jimmie Reynolds, Public Works Department – 23 Years of Service

6.0 Reports and Announcements:

- **June 25 through August 13, 2012 – Tomball Kids Club at MLK, Jr. Park – Hosted by HEB, in Partnership with Buffalo Wild Wings and Cisco's Salsa Company**
- **June 26, 2012 - 4th Annual Economic Development Breakfast**, hosted by the Tomball Economic Development Corporation, 8:00 - 10:30 a.m., Lone Star College-Tomball, Beckendorf Conference Center
- **July 2, 2012 – Budget Workshop** on FY 2012-2013 Budget – 4 p.m.
- **July 2, 2012 – Public Hearing** – 6 p.m., to Consider Proposed Assessments against Reserve at Spring Lakes Section One Properties in the City of Tomball Public Improvement District Number Three, Established by City Council Resolution No. 2009-28
- **July 4, 2012 – City of Tomball Fourth of July Celebration** – 2:00 p.m.-10:00 p.m.
- **July 14, 2012 – Second Saturday at the Depot** – 6:30 p.m.
- **July 16, 2012 – Budget Workshop** on FY 2012-2013 Budget – 4 p.m.
- **July 16, 2012 – Public Hearing** on FY 2012-2013 Budget – 6:00 p.m.
- **Walk Tomball!** – Every Saturday at 8:00 a.m. at the Depot

draft

- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Rob Hauck and David Kauffman provided updates on the following:
 - Traffic control at the intersection of Quinn and Brown Road
 - ◆ County traffic studies indicated that a 2-way stop would be sufficient; City staff has installed three lighted trailers with message boards to warn that cross-traffic does not stop, enforcement activity has been increased; additionally, smaller signs will be mounted on the stop signs, advising motorists that cross-traffic does not stop. Councilman Townsend advised that the City has the right to request a 4-way stop at Quinn and Brown Roads. Councilman Stoll suggested using a trailer with a camera to video the intersection. Chief Hauck advised that TPD could set the trailer up and monitor the location.
 - Left turn options on Main Street
 - ◆ Per Doug Stephens, TxDOT, TxDOT is reviewing the study regarding protected left turns on Cherry Street. Councilman Townsend advised that the City needs to suggest very strongly to TxDOT to prohibit left turns on Cherry during specific times of the day.
 - Police Department Air Support Unit
 - ◆ Rob Hauck provided an update regarding the TPD Aviation Program, using the City's Light-Support Aircraft (LSA).

7.0 Motion was made by Councilman Stoll, second by Councilman Dodson, to approve the minutes of the following City Council Meetings:

- June 4, 2012 - Special Joint Tomball City Council, Planning and Zoning Commission, & Downtown Tomball Advisory Committee Meeting
- June 4, 2012 - Regular City Council Meeting
- June 11, 2012 Special Tomball City Council Meeting

Motion carried unanimously.

8.0 Old Business:

8.1 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2012-13, an Ordinance of the City Council of the City of Tomball, Texas, Amending Subsection (b)(1) of Section 30-159 of Article IV, Nuisances, of Chapter 30, Environment, of the City's Code of Ordinances relating to the Prohibition of Weeds; Providing a New Definition of "Weeds"; 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. Vote was as follows:

Councilman Townsend	<u>Aye</u>
Councilman Dodson	<u>Aye</u>

draft

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

Motion carried unanimously.

- 8.2 Motion was made by Councilman Townsend, second by Councilman Dodson, to adopt, on Second Reading, Ordinance No. 2012-14, an Ordinance of the City of Tomball, Texas, Providing that the Portion of That Road Currently Known as Brown-Hufsmith Road shall be Renamed to Brown Road; Providing for Notice to Utility Companies and the United States Postal Service of Such Name Change; Providing for Severability; and Repealing All Ordinances or Parts of Ordinances Inconsistent or in Conflict Herewith. Vote was as follows:

Councilman Dodson	<u>Aye</u>
Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Nay</u>
Councilman Brown	<u>Absent</u>
Councilman Townsend	<u>Nay</u>
Mayor Fagan	<u>Aye</u>

Motion carried, 3 votes Aye, 2 votes Nay, with Mayor Fagan casting vote to break tie.

9.0 New Business:

- 9.1 Motion was made by Councilman Dodson, second by Councilman Stoll, to adopt Resolution No. 2012-18, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 40th Annual Tomball Night and Parade, to be held in Tomball on Friday, August 3, 2012.

Motion carried unanimously.

- 9.2 Motion was made by Councilman Townsend, second by Councilman Dodson, to read Ordinance No. 2012-15 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2012-15, an Ordinance of the City Council of Tomball, Texas, Approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Three. Vote was as follows:

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

draft

Councilman Townsend Aye
Councilman Dodson Aye

Motion carried unanimously.

- 9.3 Rodney Schmidt presented the staff report on **ZONING CASE P11-383**: Request by K.E. Jams Investments, Inc. to amend Conditional Use Permit #1 by expanding the “Recreational Vehicle Park” land use at Corral Recreational Vehicle Park. The property is an approximately 23.74 acre site, legally described as Lot 168, Amending Plat of Tomball Outlots, generally located on the westerly side of South Cherry Street, northerly of Agg Road. The site is located in the Manufactured Home Park District.

- Mayor Fagan opened the Public Hearing on **ZONING CASE P11-383** at 7:03 p.m.; receiving no public comments, Mayor Fagan closed the public hearing at 7:03 p.m.
- Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2012-16 by caption only on First Reading.

Motion carried unanimously.

- Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2012-16 an Ordinance of the City of Tomball, Texas, Amending Its Comprehensive Zoning Ordinance by Granting a Conditional Use Permit Amendment to K. E. Jams Investments, Inc., to Expand a “Recreational Vehicle Park”; Being an Approximately 23.74 Acre Site, and Being Legally Described as Lot 168, Amending Plat of Tomball Outlots, generally located on the Westerly Side of South Cherry Street, Northerly of Agg Road at 1402 South Cherry Street, Tomball, Texas; Providing Requirements and Conditions for This Conditional Use Permit Amendment; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not To Exceed Two Thousand Dollars for Violations Hereof; and Providing for Severability. Vote was as follows:

Councilman Stoll Aye
Councilman Brown Absent
Councilman Townsend Aye
Councilman Dodson Aye
Councilman Hudgens Aye

Motion carried unanimously.

- 9.4 Rodney Schmidt presented the staff report on **ZONING CASE P12-436**: Request by Bass Law Firm, PLLC, on behalf of High Heater, LLC, to amend the City’s

Draft

Comprehensive Zoning Ordinance by rezoning approximately 7.51 acres of land, legally described as part of Lot 69, Tomball Outlots, within the City of Tomball, Harris County, Texas, generally located easterly of Rudolph Road, northerly of Hufsmith Road, from the Agricultural District to the Commercial District.

- Mayor Fagan opened the Public Hearing on **ZONING CASE P12-436** at 7:12 p.m.; receiving no public comments, Mayor Fagan closed the public hearing at 7:12 p.m.
- Motion was made by Councilman Townsend, second by Councilman Dodson, to read Ordinance No. 2012-17 by caption only on First Reading.

Motion carried unanimously.

- Motion was made by Councilman Hudgens, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2012-17 an Ordinance of the City of Tomball, Texas, Amending Its Comprehensive Zoning Ordinance by Changing the Zoning District Classification of Approximately 7.51 Acres of Land, Legally Described as Part Of Lot 69, Tomball Outlots, Within the City of Tomball, Harris County, Texas, from the Agricultural District to the Commercial District; Said Property Being generally located Easterly of Rudolph Road, Northerly of Hufsmith Road; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not To Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters. Vote was as follows:

Councilman Townsend	<u>Nay</u>
Councilman Dodson	<u>Nay</u>
Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Nay</u>
Councilman Brown	<u>Absent</u>

Motion FAILED, 3 votes Nay, 1 vote Aye.

Motion was made by Councilman Hudgens to change the zoning district to General Retail; motion died for lack of second.

- 9.5 Rodney Schmidt presented the staff report on **ZONING CASE P12-431**: Request by Bass Law Firm, PLLC, on behalf of Texas Prospects Baseball Academy, to amend Section 38.2 ("Use Charts") of the City's Comprehensive Zoning Ordinance (Ordinance No. 2008-01) by allowing a "Playfield or Stadium (Private)" land use in the Agricultural District with a conditional use permit.

Draft

- Mayor Fagan opened the Public Hearing on **ZONING CASE P12-431** at 7:31 p.m.; receiving no public comments, Mayor Fagan closed the public hearing at 7:31 p.m.
- Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2012-18 by caption only on First Reading.

Motion carried unanimously.

- Motion was made by Councilman Townsend, second by Councilman Dodson, to adopt, on First Reading, Ordinance No. 2012-18, an Ordinance of the City of Tomball, Texas, Amending Its Comprehensive Zoning Ordinance by Amending Section 38.2 ("Use Charts") to Allow a "Playfield or Stadium (Private)" Land Use in the Agricultural District with a Conditional Use Permit; Providing for Severability; Providing for a Penalty of an Amount Not To Exceed \$2,000 for Each Day of Violation of Any Provision Hereof; Making Findings of Fact; and Providing for Other Related Matters. Vote was as follows:

Councilman Dodson	<u>Aye</u>
Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Brown	<u>Absent</u>
Councilman Townsend	<u>Aye</u>

Motion carried unanimously.

- 9.6 Motion was made by Councilman Dodson, second by Councilman Townsend, to approve **TOMBALL 2920 REPLAT NO. 1**: A Subdivision of 26.4208 Acres of Land; Being a Replat of Lot 1 of Tomball 2920 as Recorded at File Code Number 644123, Harris County Map Records, Located in the Joseph House Survey, Abstract Number 34, City of Tomball, Harris County, Texas.

Motion carried unanimously.

- 9.7 Motion was made by Councilman Dodson, second by Councilman Stoll, to approve an Initial One-Year Renewal of the Service Contract between the City of Tomball and Waste Corporation of Texas, L.P.

Motion carried unanimously.

- 9.8 Motion was made by Councilman Dodson, second by Councilman Townsend, to award Contract for Project No. 2012-06, Asphalt Overlay Improvements, to Forde Construction, Inc., in the Amount of \$116,384.00.

Draft

Motion carried unanimously.

- 9.9 Motion was made by Councilman Hudgens, second by Councilman Dodson, to accept staff recommendations regarding the Existing Buildings and Proposed Restroom Facilities, located at 217 South Walnut Street (Depot Plaza) and to approve a site-built restroom facility at 217 South Walnut Street.

Motion carried unanimously.

- 9.10 Motion was made by Councilman Dodson, second by Councilman Stoll to authorize City Staff to Remove Buildings Located on the following City Properties:

- ◆ 24114 Flax Court
- ◆ 24115 Flax Court
- ◆ 24114 Lovett Street
- ◆ 217 South Walnut Street
- ◆ 217 West Main Street
- ◆ 221 West Main Street

Motion carried unanimously.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this _____ day of _____ 2012.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Meeting Date: July 2, 2012

Data Sheet

Topic:

Approve Lease Agreement between the City of Tomball and Burlington Northern Santa Fe Railroad (BNSF), Covering Lease of Property off of North Elm Street for the City's Proposed Parking Lot, at an Annual Lease Rate of \$3,000.00, and Authorize Payment of a One-Time Railroad Protective Liability Insurance Fee as required by BNSF, in the Amount of \$885.00.

Background:

City Council approved the Liveable Centers Downtown Plan that identified the need for off-street parking. The City is implementing part of the plan by funding the construction of two parking lots, located on Elm Street and Fannin Street. To maximize the number of parking spaces on Elm Street, the City requested an agreement with BNSF to use part of their property. BNSF approved the City's application for lease of land and provided the lease agreement. The lease agreement has been revised and is being presented to Council for consideration and approval.

The revisions were made to reflect a 6 month period before the 30-day termination language takes effect and resolve the conflict between sections for termination.

The annual lease rate is \$3,000 and a one-time Railroad Protective Liability Insurance fee of \$885 is required upon acceptance of the agreement.

Origination:

City Council

Recommendation:

Engineering and Planning recommend approval of this agreement.

Funding:

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

Engineering and Planning

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

ATTACHMENTS:

BNSF Lease Agreement

Exhibit A - Elm Street Parking Lot Layout

INDEFINITE TERM LEASE LAND

THIS INDEFINITE TERM LEASE FOR LAND ("Lease") is made and entered into to be effective as of the 23rd day of March, 2012 ("Effective Date"), by and between **BNSF RAILWAY COMPANY**, a Delaware corporation ("Lessor") and **The City of Tomball**, a Political Subdivision of the State of Texas ("Lessee").

RECITALS

A. Lessor is in the railroad transportation business and owns or controls a system of rail tracks ("Lessor's Track(s)") and various real properties associated therewith, including certain Premises as described below which Lessee desires to lease from Lessor.

B. Lessor has agreed to lease to Lessee the Premises, subject to the terms, conditions and limitations provided herein.

AGREEMENTS

In consideration of the mutual covenants herein, Lessor and Lessee hereby agree as follows:

Section 1. Premises and Term.

A. Lessor leases to Lessee and Lessee leases from Lessor, subject to the covenants, agreements, terms, provisions and conditions of this Lease, that certain parcel of real property, situated in the City of Tomball, County of Harris, State of Texas, along Line Segment 0492, Mile Post 84.73 and constituting the shaded area shown upon Print No. 1-53005, dated 11/03/2011 a copy of which is attached hereto as Exhibit "A" and made a part hereof ("Premises").

B. Lessee leases the Premises from Lessor beginning _____, 2012 ("Commencement Date"), and shall continue until terminated by either party as provided in this Section 1(B). This Lease may be terminated by either party, at any time following the expiration of six (6) months from the Commencement Date, without cause, for convenience, by serving upon the other party written notice of termination at least thirty (30) days in advance. Upon the expiration of the time specified in such notice, this Lease and all rights of Lessee shall absolutely cease.

C. Upon termination, either (i) Lessor may retain from prepaid rent, as an additional charge for use of the Premises, a sum equal to one (1) month Base Rent (as defined below), and any unearned portion of the annual Base Rent, in excess of such retainage, paid in advance shall be refunded to Lessee or (ii) if Lessor has not been paid sufficient Base Rent to satisfy the above retainage, then Lessee shall pay Lessor a sufficient sum so that, together with sums already held by Lessor, Lessor shall hold a sum equal to one (1) month Base Rent which Lessor shall retain as an additional charge for use of the Premises, and such additional sum shall be paid by Lessee within thirty (30) days of termination of the Lease.

D. Each consecutive twelve-month period this Lease is in effect, beginning with the Effective Date of this Lease, is herein called a "Lease Year."

E. Lessee acknowledges that it is assuming all risks associated with Lessor's right to terminate this Lease at any time as provided above, and (i) subject to the provisions of subsection B. above, Lessor gives no assurance that Lessor will delay termination of this Lease for any length of time whatsoever, (ii) Lessee may expend money and effort during the term of this Lease which may not ultimately be of any benefit to Lessee if Lessor terminates this Lease, but nonetheless, Lessor shall have the right to terminate the Lease if Lessor determines in its sole and absolute discretion that Lessor desires to terminate, and (iii) in no event shall Lessor be deemed to have any legal obligations to continue to lease the Premises for any length of time beyond that stated above.

Section 2. Use and Compliance.

A. Lessee may use the Premises for the sole and exclusive purpose of vehicle parking and for no other purpose without the prior written consent of Lessor. Lessee shall respond to Lessor's reasonable inquiries regarding the use or condition of the Premises.

B. Lessee shall comply with all Laws applicable to Lessee, the Premises, this Lease and Lessee's activities and obligations hereunder, and shall have the sole responsibility for costs, fees, or expenses associated with such compliance. As used herein, the term "Laws" shall mean any and all statutes, laws, ordinances, codes, rules or regulations or any order, decision, injunction, judgment, award or decree of any public body or authority having jurisdiction over Lessee, the Premises, this Lease, and/or Lessee's obligations under this Lease, and shall include all Environmental Laws (as defined in Section 4(A)).

C. If any governmental license or permit is required or desirable for the proper and lawful conduct of Lessee's business or other activity in or on the Premises, or if the failure to secure such a license or permit might in any way affect Lessor, then Lessee, at Lessee's expense, shall procure and thereafter maintain such license or permit and submit the same to inspection by Lessor. Lessee, at Lessee's expense, shall at all times comply with the requirements of each such license or permit.

Section 3. Rent.

A. Lessee shall pay as rental for the Premises, in advance, an amount equal to Three-Thousand dollars and no/100 cents (\$3,000.00) annually during the term of the Lease, ("Base Rent"). Base Rent shall increase 3% annually during the term of the Lease. Lessor reserves the right to change rental rates as conditions warrant. Billing or acceptance by Lessor of any rental shall not imply a definite term or otherwise restrict either party from canceling this Lease as provided herein. Either party hereto may assign any receivables due it under this Lease; provided, however, such assignments shall not relieve the assignor of any of its rights or obligations under this Lease. All rent and other monetary payments under this Lease from Lessee to Lessor shall be delivered solely to the following address:

Jones Lang LaSalle – Representative for BNSF Railway Company
P.O. Box 676160
Dallas, Texas 75267-6160

Lessor shall have the right to designate at any time and from time to time a different address for delivery of such payments by written notice to Lessee pursuant to the notice provisions of Section 36 below. No rent or other payment sent to any other address shall be deemed received by Lessor unless and until Lessor has actually posted such payment as received on the account of Lessee, and Lessee shall be subject to all default provisions hereunder, late fees and other consequences as a result thereof in the same manner as if Lessee had failed or delayed in making any payment.

B. Lessee acknowledges that Lessor utilizes the rental collection system involving direct deposit of monies received through a financial institution selected by Lessor, which precludes Lessor's ability to exercise rejection of a rental payment before Lessee's check is cashed. Lessee agrees that as a condition of Lessor granting this Lease Lessee hereby waives any rights it may have under law to force continuation of this Lease due to Lessor having accepted and cashed Lessee's rental remittance. Lessor shall have the option of rejecting Lessee's payment by refunding to Lessee the rental amount paid by Lessee, adjusted as set forth in this Lease, and enforcing the termination provisions of this Lease.

C. Lessee shall pay the Base Rent and all additional amounts due pursuant to Section 9 as and when the same become due and payable, without demand, set-off, or deduction. Lessee's obligation to pay Base Rent and all amounts due under this Lease is an independent covenant and no act or circumstance, regardless of whether such act or circumstance constitutes a breach under this Lease by Lessor, shall release Lessee of its obligation to pay Base Rent and all amounts due as required by this Lease.

D. If any Base Rent or any payment under Section 9 or any other payment due by Lessee hereunder is not paid within five (5) days after the date the same is due, Lessor may assess Lessee a late fee ("Late Fee") in an amount equal to 5% of the amount which was not paid when due to compensate Lessor for Lessor's administrative burden in connection with such late payment. In addition to said Late Fee, Lessee shall pay interest on the unpaid sum from the due date thereof to the date of payment by Lessee at an annual rate equal to (i) the greater of (a) for the period January 1 through June 30, the prime rate last published in The Wall Street Journal in the preceding December plus two and one-half percent (2 1/2%), and for the period July 1 through December 31, the prime rate last published in The Wall Street Journal in the preceding June plus two and one-half percent (2 1/2%), or (b) twelve percent (12%), or (ii) the maximum rate permitted by law, whichever is less.

Section 4. Environmental.

A. Lessee shall strictly comply with all federal, state and local environmental laws and regulations in its occupation and use of the Premises, including, but not limited to, the Resource Conservation and Recovery Act, as amended (RCRA), the Clean Water Act, the Clean Air Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, and CERCLA (collectively referred to as the "Environmental Laws"). Lessee shall not maintain any treatment, storage, transfer or disposal facility, or underground storage tank, as defined by Environmental Laws, on the Premises. Lessee shall not release or suffer the release of oil or hazardous substances, as defined by Environmental Laws, on or about the Premises.

B. Lessee shall give Lessor immediate notice to Lessor's Resource Operations Center at (800) 832-5452 of any release of hazardous substances on or from the Premises and to Lessor's Manager Environmental Leases at (785) 435-2386 for any violation of Environmental Laws, or inspection or inquiry by governmental authorities charged with enforcing Environmental Laws with respect to Lessee's use of the

Premises. Lessee shall use its best efforts to promptly respond to any release on or from the Premises. Lessee also shall give Lessor's Manager Environmental Leases immediate notice of all measures undertaken on behalf of Lessee to investigate, remediate, respond to or otherwise cure such release or violation and shall provide to Lessor's Manager Environmental Leases copies of all reports and/or data regarding any investigations or remediations of the Premises.

C. In the event that Lessor has notice from Lessee or otherwise of a release or violation of Environmental Laws on the Premises which occurred or may occur during the term of this Lease, Lessor may require Lessee, at Lessee's sole risk and expense, to take timely measures to investigate, remediate, respond to or otherwise cure such release or violation affecting the Premises or Lessor's right-of-way.

D. Lessee shall promptly report to Lessor in writing any conditions or activities upon the Premises which create a risk of harm to persons, property or the environment and shall take whatever action is necessary to prevent injury to persons or property arising out of such conditions or activities; provided, however, that Lessee's reporting to Lessor shall not relieve Lessee of any obligation whatsoever imposed on it by this Lease. Lessee shall promptly respond to Lessor's request for information regarding said conditions or activities.

E. Hazardous Materials are not permitted on the Premises except as otherwise described herein. Lessee expects to use on the Premises the following Hazardous Materials: None, and to store on the Premises the following Hazardous Materials (as defined in Section 4(F) below): None; provided, however, that Lessee may only use and store the listed Hazardous Materials in such amounts as are necessary and customary in Lessee's industry for the permitted uses hereunder ("Permitted Substances"). All such Permitted Substances shall be placed, used, and stored in strict accordance with all Environmental Laws. Use or storage on the Premises of any Hazardous Materials not disclosed in this Section 4(E) is a breach of this Lease.

F. For purposes of this Section 4, "Hazardous Materials" means all materials, chemicals, compounds, or substances (including without limitation asbestos, petroleum products, and lead-based paint) identified as hazardous or toxic under Environmental Laws.

G. Lessor may, at its option prior to termination of this Lease, require Lessee to conduct an environmental audit of the Premises through an environmental consulting engineer acceptable to Lessor, at Lessee's sole cost and expense, to determine if any noncompliance or environmental damage to the Premises has occurred during Lessee's occupancy thereof. The audit shall be conducted to Lessor's satisfaction and a copy of the audit report shall promptly be provided to Lessor for its review. Lessee shall pay all expenses for any remedial action that may be required as a result of said audit to correct any noncompliance or environmental damage, and all necessary work shall be performed by Lessee prior to termination of this Lease.

Section 5. Access to Adjacent Property by Lessee.

If access to and from the Premises can be accomplished only through use of Lessor's property adjacent to the Premises, such use is granted for ingress and egress only and on a non-exclusive basis, subject to such restrictions and conditions as Lessor may impose by notice to Lessee. Lessor shall have the right to designate the location or route to be used. Lessee understands and agrees that all of the terms and obligations under this Lease applicable to Lessee shall also be applicable to Lessee with respect to Lessee's use of any property adjacent to the Premises which Lessee may use just as though the property has been

specifically described as part of the Premises, including, without limitation, the indemnity provisions of Section 13. Notwithstanding anything to the contrary herein, this Section 5 shall not grant Lessee any right to cross any of Lessor's Tracks. Any such crossing rights may only be granted by a separate written agreement between Lessor and Lessee.

Section 6. Access to Premises by Lessor.

A. Lessor and its contractors, agents and other designated third parties may at all reasonable times and at any time in case of emergency, in such manner as to not unreasonably interfere with Lessee's use of the Premises as allowed hereunder, (i) enter the Premises for inspection of the Premises or to protect the Lessor's interest in the Premises or to protect from damage any property adjoining the Premises, (ii) enter the Premises to construct, maintain, and operate trackage, fences, pipelines, communication facilities, fiber optic lines, wireless towers, telephone, power or other transmission lines, or appurtenances or facilities of like character, upon, over, across, or beneath the Premises, without payment of any sum for any damage, including damage to growing crops, (iii) take all required materials and equipment onto the Premises, and perform all required work therein, for the purpose of making alterations, repairs, or additions to the Premises as Lessor may elect if Lessee defaults in its obligation to do so, (iv) enter the Premises to show the Premises to holders of encumbrances on the interest of Lessor in the Premises, or to prospective purchasers or mortgagees of the Premises, and all such entries and activities shall be without any rebate of rent to Lessee for any loss of occupancy of the Premises, or damage, injury or inconvenience thereby caused.

B. For purposes stated in this Section 6, Lessor will at all times have keys with which to unlock all of the doors and gates on the Premises, and Lessee will not change or alter any lock thereon without Lessor's permission.

C. In an emergency, Lessor will be entitled to use any and all means that Lessor may deem proper to open doors, gates, and other entrances to obtain entry to the Premises. Any entry to the Premises by Lessor as described in this Section 6 shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or any eviction of Lessee from the Premises, and any damages caused on account thereof will be paid by Lessee.

Section 7. Warranties.

LESSOR DOES NOT WARRANT ITS TITLE TO THE PREMISES NOR UNDERTAKE TO DEFEND LESSEE IN THE PEACEABLE POSSESSION OR USE THEREOF. NO COVENANT OF QUIET ENJOYMENT IS MADE. This Lease is made subject to all outstanding rights or interests of others. If the Premises are subsequently found to be subject to prior claim, this Lease shall terminate immediately on notice to that effect from Lessor. Lessee accepts this Lease subject to that possibility and its effect on Lessee's rights and ownership of the Lessee Improvements. In case of eviction of Lessee by anyone other than Lessor, or anyone owning or claiming title to or any interest in the Premises, Lessor shall not be liable to Lessee for damage of any kind (including any loss of ownership right to Lessee's Improvements) or to refund any rent paid hereunder, except to return the unearned portion of any rent paid in advance.

Section 8. Premises Condition; Lessee Improvements.

A. Lessee represents that the Premises, the title thereto, any subsurface conditions thereof, and the present uses thereof have been examined by the Lessee. Lessee accepts the same in the condition in

which they now are, without representation or warranty, expressed or implied, in fact or by law, by the Lessor, and without recourse to the Lessor as to the title thereto, the nature, condition or usability thereof, or the uses to which the Premises may be put. By taking possession or commencing use of the Premises, Lessee (i) acknowledges that it is relying on its own inspections of the Premises and not on any representations from Lessor regarding the Premises; (ii) establishes conclusively that the Premises are at such time in satisfactory condition and in conformity with this Lease and all zoning or other governmental requirements in all respects; and (iii) accepts the Premises in its condition as of the Commencement Date on an "AS IS," "WHERE IS," and "WITH ALL FAULTS" basis, subject to all faults and infirmities, whether now or hereafter existing. Nothing contained in this Section 8 affects the commencement of the term of the Lease or the obligation of Lessee to pay rent as provided above. Lessee represents and warrants to Lessor as follows: (i) Lessee does not intend to, and will not, use the Premises for any purpose other than as set forth in Section 2; (ii) Lessee has previously disclosed in writing to Lessor all special requirements (but Lessor shall have no responsibility relative to any such special requirement), if any, which Lessee may have in connection with this intended use; and (iii) Lessee has undertaken and has reasonably and diligently completed all appropriate investigations regarding the suitability of the Premises for Lessee's intended use. Lessee shall comply with any covenants, conditions or restrictions now or hereafter affecting the Premises, and acknowledges that Lessor may place any covenants, conditions or restrictions of record affecting the Premises prior to or during the term of the Lease. In such event, this Lease will be subject and subordinate to all of the same without further action by either party, including, without limitation, the execution of any further instruments. Lessee acknowledges that Lessor has given material concessions for the acknowledgements and provisions contained in this Section 8, and that Lessor is relying on these acknowledgments and agreements and would not have entered into this Lease without such acknowledgements and agreements by Lessee.

B. If improvements are necessary for Lessee's use of the Premises, Lessee, at Lessee's sole cost and expense, shall, on or after the Commencement Date, construct and install such improvements to the Premises which are necessary for Lessee's use of the Premises and are acceptable to Lessor in Lessor's sole discretion ("Lessee Improvements"). The construction and installation of any Lessee Improvements shall be subject to Lessor's prior written approval of plans and specifications for such Lessee Improvements to be prepared by Lessee and submitted to Lessor for approval as set forth below, such approval to be in Lessor's sole and absolute discretion. Within forty-five (45) days after the Commencement Date, Lessee shall submit detailed plans and specifications, and the identity of Lessee's proposed general contractor for the Lessee Improvements for Lessor's review and approval. Lessor shall either approve or disapprove the plans and specifications and general contractor (in its sole and absolute discretion) by written notice delivered to Lessee within sixty (60) days after receipt of the same from Lessee. In the event of any disapproval, Lessor shall specify the reasons for such non-approval. If Lessor fails to deliver notice to Lessee of Lessor's approval or disapproval of the plans, specifications, and proposed general contractor within the time period discussed above, Lessee's plans, specifications and proposed contractor shall be deemed disapproved. If Lessor specifies objections to the plans and specifications or general contractor as herein provided and Lessor and Lessee are unable to resolve the objections by mutual agreement within a period of thirty (30) days from the date of delivery of written notice thereof, Lessee, as its sole remedy, to be exercised not later than ten (10) days after the expiration of said thirty (30) days period, may terminate this Lease by written notice to Lessor. Upon approval of the plans and specifications by Lessor, Lessor and Lessee shall sign the same, and they shall be deemed a part hereof. All Lessee Improvements shall be constructed and installed in accordance with the terms and conditions of Exhibit "B" attached to the Lease and all applicable terms and conditions of the Lease regarding alterations and improvements. Lessee shall not construct any other alteration or improvement to the Premises without Lessor's prior written consent. The Lessee Improvements constructed pursuant to the

above provisions shall be owned by Lessee during the term of the Lease and removed from the Premises or surrendered to the Lessor pursuant to Section 20 below upon termination of this Lease.

Section 9. Taxes and Utilities.

A. In addition to Base Rent, Lessee shall pay all taxes, utilities, and other charges of every kind and character, whether foreseen or unforeseen, ordinary or extraordinary, which are attributable to the term of this Lease and may become due or levied against the Premises, against Lessee, against the business conducted on the Premises or against the Lessee Improvements placed thereon during the term hereof, even though such taxes, utilities or other charges may not become due and payable until after termination of this Lease provided; however, that Lessee shall only be responsible for the payment of property taxes levied against the Premises to the extent such taxes are separately assessed by the applicable taxing authority as a result of this Lease. Lessee agrees that Lessor shall not be required to furnish to Lessee any utility or other services. If this Lease is a transfer of an existing lease, Lessee must make arrangements with the present lessee for payment of any delinquent and current taxes, utilities, and other charges prior to taking possession. If such arrangements are not made, Lessee agrees to pay all such taxes, utilities, and other charges. If Lessor should make any such payments, Lessee shall promptly upon demand reimburse Lessor for all such sums.

B. Should the Premises be subject to special assessment for public improvements in the amount of Five Hundred Dollars (\$500.00) or less during any Lease Year, Lessee shall promptly reimburse Lessor the amount in full. Should the assessment exceed Five Hundred Dollars (\$500.00) during any Lease Year then such excess shall be paid by Lessor, but the Base Rent herein shall be increased by an amount equal to twelve percent (12%) of such excess payable for each Lease Year such amounts are payable.

Section 10. Track Clearance.

A. Lessee shall not place, permit to be placed, or allow to remain, any permanent or temporary material, structure, pole, or other obstruction within (i) 8½ feet laterally from the centerline of any of Lessor's Tracks on or about the Premises (nine and one-half (9-1/2) feet on either side of the centerline of any of Lessor's Tracks which are curved) or (ii) 24 feet vertically from the top of the rail of any of Lessor's Tracks on or about the Premises ("Minimal Clearances"); provided that if any law, statute, regulation, ordinance, order, covenant or restriction ("Legal Requirement") requires greater clearances than those provided for in this Section 10, then Lessee shall strictly comply with such Legal Requirement. However, vertical or lateral clearances which are less than the Minimal Clearances but are in compliance with Legal Requirements will not be a violation of this Section 10, so long as Lessee strictly complies with the terms of any such Legal Requirement and posts a sign on the Premises clearly noting the existence of such reduced clearance. Any such sign shall be painted with black and white reflective paint.

B. Lessor's operation over any Lessor's Track on or about the Premises with knowledge of an unauthorized reduced clearance will not be a waiver of the covenants of Lessee contained in this Section 10 or of Lessor's right to recover for and be indemnified and defended against such damages to property, and injury to or death of persons, that may result therefrom.

C. Lessee shall not place or allow to be placed any freight car within 250 feet of either side of any at-grade crossings on Lessor's Tracks.

Section 11. Repairs; Maintenance.

A. Lessee shall, at its sole expense, take good care of the Premises (including all Lessee Improvements) and shall not do or suffer any waste with respect thereto and Lessee shall promptly make all necessary or desirable Repairs to the Premises. The term "Repairs" means all reasonable repair and maintenance necessary to keep the Premises (including all Lessee Improvements) in good condition and includes, without limitation, replacements, restoration and renewals when necessary. Lessee shall keep and maintain any paved areas, sidewalks, curbs, landscaping, and lawn areas in a clean and orderly condition, and free of accumulation of dirt and rubbish.

B. Lessor shall not have any liability or obligation to furnish or pay for any services or facilities of whatsoever nature or to make any Repairs or alterations of whatsoever nature in or to the Premises, including but not limited to structural repairs, or to maintain the Premises in any manner. Lessee acknowledges that Lessor shall have no responsibility for management of the Premises.

Section 12. Safety; Dangerous and Hazardous Conditions.

It is understood by Lessee that the Premises may be in dangerous proximity to railroad tracks, including Lessor's Tracks, and that persons and property, whether real or personal, on the Premises will be in danger of injury, death or destruction incident to the operation of the railroad, including, without limitation, the risk of derailment, fire, or inadequate clearance (including sight clearance or vision obstruction problems at grade crossings on or adjacent to the Premises), and Lessee accepts this Lease subject to such dangers, and acknowledges that its indemnification obligations hereunder extend to and include all such risks.

Section 13. Indemnity.

A. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE SHALL RELEASE, INDEMNIFY, DEFEND AND HOLD HARMLESS LESSOR AND LESSOR'S AFFILIATED COMPANIES, PARTNERS, SUCCESSORS, ASSIGNS, LEGAL REPRESENTATIVES, OFFICERS, DIRECTORS, SHAREHOLDERS, EMPLOYEES AND AGENTS (COLLECTIVELY, "INDEMNITEES") FOR, FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES, FINES, PENALTIES, COSTS, DAMAGES, LOSSES, LIENS, CAUSES OF ACTION, SUITS, DEMANDS, JUDGMENTS AND EXPENSES (INCLUDING, WITHOUT LIMITATION, COURT COSTS, ATTORNEYS' FEES AND COSTS OF INVESTIGATION, REMOVAL AND REMEDIATION AND GOVERNMENTAL OVERSIGHT COSTS) ENVIRONMENTAL OR OTHERWISE (COLLECTIVELY "LIABILITIES") OF ANY NATURE, KIND OR DESCRIPTION OF ANY PERSON OR ENTITY DIRECTLY OR INDIRECTLY ARISING OUT OF, RESULTING FROM OR RELATED TO (IN WHOLE OR IN PART):

- (i) THIS LEASE, INCLUDING, WITHOUT LIMITATION, ITS ENVIRONMENTAL PROVISIONS;**
- (ii) ANY RIGHTS OR INTERESTS GRANTED PURSUANT TO THIS LEASE;**
- (iii) LESSEE'S OCCUPATION AND USE OF THE PREMISES;**
- (iv) THE ENVIRONMENTAL CONDITION AND STATUS OF THE PREMISES CAUSED BY, AGGRAVATED BY, OR CONTRIBUTED IN WHOLE OR IN PART, BY LESSEE; OR**

(v) ANY ACT OR OMISSION OF LESSEE OR LESSEE'S OFFICERS, AGENTS, INVITEES, EMPLOYEES, OR CONTRACTORS, OR ANYONE DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM, OR ANYONE THEY CONTROL OR EXERCISE CONTROL OVER,

EVEN IF SUCH LIABILITIES ARISE FROM OR ARE ATTRIBUTED TO, IN WHOLE OR IN PART, ANY NEGLIGENCE OF ANY INDEMNITEE. THE ONLY LIABILITIES WITH RESPECT TO WHICH LESSEE'S OBLIGATION TO INDEMNIFY THE INDEMNITEES DOES NOT APPLY ARE LIABILITIES TO THE EXTENT PROXIMATELY CAUSED BY THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF AN INDEMNITEE.

B. FURTHER, TO THE FULLEST EXTENT PERMITTED BY LAW, NOTWITHSTANDING THE LIMITATION IN SECTION 13(A), LESSEE SHALL NOW AND FOREVER WAIVE ANY AND ALL CLAIMS, REGARDLESS OF WHETHER SUCH CLAIMS ARE BASED ON STRICT LIABILITY, NEGLIGENCE OR OTHERWISE, THAT RAILROAD IS AN "OWNER", "OPERATOR", "ARRANGER", OR "TRANSPORTER" WITH RESPECT TO THE PREMISES FOR THE PURPOSES OF CERCLA OR OTHER ENVIRONMENTAL LAWS. LESSEE WILL INDEMNIFY, DEFEND AND HOLD THE INDEMNITEES HARMLESS FROM ANY AND ALL SUCH CLAIMS REGARDLESS OF THE NEGLIGENCE OF THE INDEMNITEES. LESSEE FURTHER AGREES THAT THE USE OF THE PREMISES AS CONTEMPLATED BY THIS LEASE SHALL NOT IN ANY WAY SUBJECT LESSOR TO CLAIMS THAT LESSOR IS OTHER THAN A COMMON CARRIER FOR PURPOSES OF ENVIRONMENTAL LAWS AND EXPRESSLY AGREES TO INDEMNIFY, DEFEND, AND HOLD THE INDEMNITEES HARMLESS FOR ANY AND ALL SUCH CLAIMS. IN NO EVENT SHALL LESSOR BE RESPONSIBLE FOR THE ENVIRONMENTAL CONDITION OF THE PREMISES.

C. TO THE FULLEST EXTENT PERMITTED BY LAW, LESSEE FURTHER AGREES, REGARDLESS OF ANY NEGLIGENCE OR ALLEGED NEGLIGENCE OF ANY INDEMNITEE, TO INDEMNIFY, AND HOLD HARMLESS THE INDEMNITEES AGAINST AND ASSUME THE DEFENSE OF ANY LIABILITIES ASSERTED AGAINST OR SUFFERED BY ANY INDEMNITEE UNDER OR RELATED TO THE FEDERAL EMPLOYERS' LIABILITY ACT ("FELA") WHENEVER EMPLOYEES OF LESSEE OR ANY OF ITS AGENTS, INVITEES, OR CONTRACTORS CLAIM OR ALLEGE THAT THEY ARE EMPLOYEES OF ANY INDEMNITEE OR OTHERWISE. THIS INDEMNITY SHALL ALSO EXTEND, ON THE SAME BASIS, TO FELA CLAIMS BASED ON ACTUAL OR ALLEGED VIOLATIONS OF ANY FEDERAL, STATE OR LOCAL LAWS OR REGULATIONS, INCLUDING BUT NOT LIMITED TO THE SAFETY APPLIANCE ACT, THE BOILER INSPECTION ACT, THE OCCUPATIONAL HEALTH AND SAFETY ACT, THE RESOURCE CONSERVATION AND RECOVERY ACT, AND ANY SIMILAR STATE OR FEDERAL STATUTE.

D. Upon written notice from Lessor, Lessee agrees to assume the defense of any lawsuit or other proceeding brought against any Indemnatee by any entity, relating to any matter covered by this Lease for which Lessee has an obligation to assume liability for and/or save and hold harmless any Indemnatee. Lessee shall pay all costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation and appeal expenses, settlement payments, and amounts paid in satisfaction of judgments.

Section 14. Equal Protection.

It is agreed that the provisions of Sections 10, 12, and 13 are for the equal protection of other railroad companies, including, without limitation, the National Railroad Passenger Corporation (Amtrak), permitted to use Lessor's property, and such railroad companies shall be deemed to be included as Indemnitees under Sections 10, 12, and 13.

Section 15. Assignment and Sublease.

A. Lessee shall not (i) assign or otherwise transfer this Lease or any interest herein, or (ii) sublet the Premises or any part thereof, without, in each instance, obtaining the prior written consent of Lessor, which consent may be withheld in Lessor's sole and absolute discretion. For purposes of this Section 15, in the event that there are aggregate transfers or other changes in the ownership interests of Lessee resulting in a change of more than 20% of the ownership interests as held on the date hereof, a transfer shall be deemed to have occurred hereunder. Any person or legal representative of Lessee, to whom Lessee's interest under this Lease passes by operation of law, or otherwise, will be bound by the provisions of this Lease.

B. Any assignment, lease, sublease or transfer made pursuant to Section 15(A) may be made only if, and shall not be effective until, the assignee cures all outstanding defaults of Lessee hereunder and executes, acknowledges and delivers to Lessor an agreement, in form and substance satisfactory to Lessor, whereby the assignee assumes the obligations and performance of this Lease and agrees to be personally bound by and upon all of the covenants, agreements, terms, provisions and conditions hereof on the part of Lessee to be performed or observed. Lessee covenants that, notwithstanding any assignment or transfer, whether or not in violation of the provisions of this Lease, and notwithstanding the acceptance of rent by Lessor from an assignee or transferee or any other party, Lessee will remain fully and primarily liable along with the assignee for the payment of the rent due and to become due under this Lease and for the performance of all of the covenants, agreements, terms, provisions, and conditions of this Lease on the part of Lessee to be performed or observed.

Section 16. Liens.

Lessee shall promptly pay, discharge and release of record any and all liens, charges and orders arising out of any construction, alterations or repairs, suffered or permitted to be done by Lessee on the Premises. Lessor is hereby authorized to post any notices or take any other action upon or with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of Lessor to take any such action shall not relieve Lessee of any obligation or liability under this Section 16 or any other Section of this Lease.

Section 17. Insurance.

Lessee shall, at its sole cost and expense, procure and maintain during the life of this Lease the following insurance coverage:

- A.** All risks property insurance covering all of Lessee's property including property in the care, custody or control of Lessee. Coverage shall include the following:
- ♦ Issued on a replacement cost basis.
 - ♦ Shall provide that in respect of the interest of Lessor the insurance shall not be invalidated by any action or inaction of Lessee or any other person and shall insure the respective interests of Lessor as they appear, regardless of any breach or violation of any warranty, declaration or condition contained in such policies by Lessee or any other person.
 - ♦ Include a standard loss payable endorsement naming Lessor as the loss payee as its

interests may appear.

- ♦ Include a waiver of subrogation in favor of Lessor.

B. Commercial General Liability Insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$1,000,000 each occurrence and an aggregate limit of at least \$ 2,000,000. Coverage must be purchased on a post 1998 ISO occurrence form or equivalent and include coverage for, but not limited to, the following:

- ♦ Bodily Injury and Property Damage
- ♦ Personal Injury and Advertising Injury
- ♦ Fire legal liability
- ♦ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ♦ The employee and workers compensation related exclusions in the above policy shall not apply with respect to claims related to railroad employees.
- ♦ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ♦ Any exclusions related to the explosion, collapse and underground hazards shall be removed.

No other endorsements limiting coverage may be included on the policy.

C. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ♦ Bodily injury and property damage
- ♦ Any and all vehicles owned, used or hired

D. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ♦ Lessee's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ♦ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

E. If construction is to be performed on the Premises by Lessee, Lessee or Lessee's contractor shall procure Railroad Protective Liability insurance naming only the Lessor as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy shall be issued on a standard ISO form CG 00 35 10 93 and include the following:

- ♦ Endorsed to include the Pollution Exclusion Amendment (ISO form CG 28 31 10 93)
- ♦ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ♦ Endorsed to include Evacuation Expense Coverage Endorsement.
- ♦ Endorsed to remove any exclusion for punitive damages.
- ♦ No other endorsements restricting coverage may be added.

- ♦ The original policy must be provided to the Lessor prior to performing any work or services under this Lease

Other Requirements:

All policies (applying to coverage listed above) shall contain no exclusion for punitive damages and certificates of insurance shall reflect that no exclusion exists.

Lessee agrees to waive its right of recovery against Railroad for all claims and suits against Railroad. In addition, its insurers, through the terms of the policy or through policy endorsement, waive their right of subrogation against Railroad for all claims and suits. The certificate of insurance must reflect the waiver of subrogation endorsement. Lessee further waives its right of recovery, and its insurers also waive their right of subrogation against Railroad for loss of its owned or leased property or property under Lessee's care, custody, or control.

Lessee's insurance policies through policy endorsement must include wording which states that the policy shall be primary and non-contributing with respect to any insurance carried by Railroad. The certificate of insurance must reflect that the above wording is included in evidenced policies.

All policy(ies) required above (excluding Workers Compensation and if applicable, Railroad Protective) shall include a severability of interest endorsement and shall name Railroad and Jones Lang LaSalle, Inc. as additional insureds with respect to work performed under this Lease. Severability of interest and naming Railroad and Jones Lang LaSalle, Inc. as additional insureds shall be indicated on the certificate of insurance.

Lessee is not allowed to self-insure without the prior written consent of Railroad. If granted by Railroad, any deductible, self-insured retention or other financial responsibility for claims shall be covered directly by Lessee in lieu of insurance. Any and all Railroad liabilities that would otherwise, in accordance with the provisions of this Lease, be covered by Lessee's insurance will be covered as if Lessee elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to accessing the Premises, Lessee shall furnish to Railroad an acceptable certificate(s) of insurance including an original signature of the authorized representative evidencing the required coverage, endorsements, and amendments and referencing the contract audit/folder number if available. The policy(ies) shall contain a provision that obligates the insurance company(ies) issuing such policy(ies) to notify Railroad in writing at least 30 days prior to any cancellation, renewal, substitution or material alteration. This cancellation provision shall be indicated on the certificate of insurance. Upon request from Railroad, a certified duplicate original of any required policy shall be furnished.

Any insurance policy shall be written by a reputable insurance company acceptable to Railroad or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the Premises is located.

Lessee represents that this Lease has been thoroughly reviewed by Lessee's insurance agent(s)/broker(s), who have been instructed by Lessee to procure the insurance coverage required by this Lease. Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Not more frequently than once every five years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be contracted by Lessee, Lessee shall require that the contractor shall provide and maintain insurance coverages as set forth herein, naming Railroad as an additional insured, and shall require that the contractor shall release, defend and indemnify Railroad to the same extent and under the same terms and conditions as Lessee is required to release, defend and indemnify Railroad herein.

Failure to provide evidence as required by this Section 17 shall entitle, but not require, Railroad to terminate this Lease immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Lessee's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Lessee shall not be deemed to release or diminish the liability of Lessee including, without limitation, liability under the indemnity provisions of this Lease. Damages recoverable by Railroad shall not be limited by the amount of the required insurance coverage.

For purposes of this Section 17, Railroad shall mean "Burlington Northern Santa Fe Corporation", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

Section 18. Water Rights and Use of Wells.

This Lease does not grant, convey or transfer any right to the use of water under any water right owned or claimed by the Lessor which may be appurtenant to the Premises. All right, title, and interest in and to such water is expressly reserved unto Lessor, and the right to use same or any part thereof may be obtained only by the prior written consent of the Lessor. Lessee shall not use, install or permit to be installed or used any wells on the Premises without the prior written consent of Lessor.

Section 19. Default.

A. An "Event of Default" by Lessee shall have occurred hereunder if any of the following shall occur:

- (i) if Lessee violates any safety provision contained in this Lease;
- (ii) if Lessee fails to pay rent or any other monetary payment hereunder when due or fails to perform any other obligations under this Lease and such failure continues thirty (30) days after written notice from Lessor to Lessee of Lessee's failure to make such payment or perform such obligations;
- (iii) if a decree or order of a court having jurisdiction over the Premises for the appointment of a receiver, liquidator, sequestrator, trustee, custodian or other officer having similar powers over Lessee or over all or a substantial part of the property of Lessee shall be entered; or if Lessee becomes insolvent or makes a transfer in fraud of creditors; or an interim receiver, trustee or other custodian of Lessee or of all or a substantial part of the property of Lessee shall be appointed or a warrant of attachment, execution, or similar process against any substantial part of the property of Lessee shall be

issued and any such event shall not be stayed, dismissed, bonded or discharged within thirty (30) days after entry, appointment or issuance;

(iv) if the Premises is abandoned or vacated by Lessee.

B. If an Event of Default occurs as provided above, Lessor may, at its option, (i) terminate this Lease by serving five (5) days notice in writing upon Lessee, in which event Lessee shall immediately surrender possession of the Premises to Lessor, without prejudice to any claim for arrears of rent or breach of covenant, (ii) proceed by appropriate judicial proceedings, either at law or in equity, to enforce performance or observance by Lessee of the applicable provisions of this Lease or to recover damages for a breach thereof, (iii) cure the default by making any such payment or performing any such obligation, as applicable, at Lessee's sole expense, without waiving or releasing Lessee from any obligation, or (iv) enter into and upon the Premises or any part thereof and repossess the same without terminating the Lease and, without obligations to do so relet the Premises or any part thereof as the agent of Lessee and in such event, Lessee shall be immediately liable to Lessor for all costs and expenses of such reletting, the cost of any alterations and repairs deemed necessary by Lessor to effect such reletting and the full amount, if any, by which the rentals reserved in this Lease for the period of such reletting exceeds the amounts agreed to be paid as rent for the Premises for the period of reletting. The foregoing rights and remedies given to Lessor are and shall be deemed to be cumulative and the exercise of any of them shall not be deemed to be an election excluding the exercise by Lessor at any time of a different or inconsistent remedy. If, on account of breach or default by Lessee of any of Lessee's obligations hereunder, it shall become necessary for the Lessor to employ an attorney to enforce or defend any of Lessor's rights or remedies hereunder, then, in any such event, any reasonable amount incurred by Lessor for attorneys' fees shall be paid by Lessee. Any waiver by Lessor of any default or defaults of this Lease or any delay of Lessor in enforcing any remedy set forth herein shall not constitute a waiver of the right to pursue any remedy at a later date or terminate this Lease for any subsequent default or defaults, nor shall any such waiver in any way affect Lessor's ability to enforce any Section of this Lease. The remedies set forth in this Section 19 shall be in addition to, and not in limitation of, any other remedies that Lessor may have at law or in equity, and the applicable statutory period for the enforcement of a remedy will not commence until Lessor has actual knowledge of a breach or default.

Section 20. Termination.

Upon the termination of Lessee's tenancy under this Lease in any manner herein provided, Lessee shall relinquish possession of the Premises and shall remove any Lessee Improvements, and restore the Premises to substantially the state and environmental condition in which it was prior to Lessee's use ("Restoration Obligations"). If Lessee shall fail within thirty (30) days after the date of such termination of its tenancy to complete the Restoration Obligations, then Lessor may, at its election (i) either remove the Lessee Improvements or otherwise restore the Premises, and in such event Lessee shall, within thirty (30) days after receipt of bill therefor, reimburse Lessor for cost incurred, (ii) upon written notice to Lessee may take and hold any Lessee Improvements and personal property as its sole property, without payment or obligation to Lessee therefor, or (iii) specifically enforce Lessee's obligation to restore and/or pursue any remedy at law or in equity against Lessee for failure to so restore. Further, in the event Lessor has consented to Lessee Improvements remaining on the Premises following termination, Lessee shall, upon request by Lessor, provide a Bill of Sale in a form acceptable to Lessor conveying such Lessee Improvements to Lessor.

Section 21. Survival of Obligations.

Notwithstanding any expiration or other termination of this Lease, all of Lessee's indemnification obligations and any other obligations that have accrued but have not been satisfied under this Lease prior to the termination date shall survive such termination.

Section 22. Holding Over.

If Lessee fails to surrender the Premises to Lessor upon the termination of this Lease, and Lessor does not consent in writing to Lessee's holding over, then such holding over will be deemed a month-to-month tenancy. Lessee's holdover will be subject to all provisions of this Lease.

Section 23. Multiple Party Lessee.

In the event that Lessee consists of two or more parties, all the covenants and agreements of Lessee herein contained shall be the joint and several covenants and agreements of such parties.

Section 24. Damage or Destruction.

If at any time during the term of this Lease, the Premises are damaged or destroyed by fire or other casualty, then Lessor may terminate this Lease or repair and reconstruct the Premises to substantially the same condition in which the Premises existed immediately prior to the damage or destruction, except that Lessor is not required to repair or reconstruct any Lessee Improvements, personal property, furniture, trade fixtures, or office equipment located on the Premises and removable by Lessee under the provisions of this Lease.

Section 25. Eminent Domain.

If any part of the Premises is taken by eminent domain, Lessor may either terminate this Lease or continue the Lease in effect. If Lessor elects to continue the Lease, rent will be reduced in proportion to the area of the Premises taken by eminent domain, and Lessor shall repair any damage to the Premises resulting from the taking. All sums awarded or agreed upon between Lessor and the condemning authority for the taking of the interest of Lessor or Lessee, whether as damages or as compensation, will be the property of Lessor; without prejudice, however, to claims of Lessee against the condemning authority for moving costs and the unamortized cost of leasehold improvements paid for by Lessee taken by the condemning authority. If this Lease is terminated under this Section 25, rent will be payable up to the date that possession is taken by the condemning authority, and Lessor shall refund to Lessee any prepaid unaccrued rent less any sum then owing by Lessee to Lessor.

Section 26. Representations.

Neither Lessor nor Lessor's agents have made any representations or promises with respect to the Premises except as herein expressly set forth.

Section 27. Signs.

No signs are to be placed on the Premises without the prior written approval of Lessor of the size, design, and content thereof.

Section 28. Consents and Approvals.

Whenever in this Lease Lessor's consent or approval is required, such consent or approval shall be in Lessor's sole and absolute discretion. If Lessor delays or refuses such consent or approval, such consent or approval shall be deemed denied, and Lessee in no event will be entitled to make, nor will Lessee make, any claim, and Lessee hereby waives any claim, for money damages (nor will Lessee claim any money damages by way of set-off counterclaim or defense) based upon any claim or assertion by Lessee that Lessor unreasonably withheld or unreasonably delayed its consent or approval.

Section 29. Captions.

The captions are inserted only as a matter of convenience and for reference, and in no way define, limit or describe the scope of this Lease nor the intent of any provision thereof.

Section 30. Public Record.

It is understood and agreed that this Lease shall not be placed of public record.

Section 31. Governing Law.

All questions concerning the interpretation or application of provisions of this Lease shall be decided according to the laws of the state in which the Premises are located.

Section 32. No Waiver.

One or more waivers of any covenant, term, or condition of this Lease by Lessor shall not be construed as a waiver of a subsequent breach of the same covenant, term, or condition. The consent or approval by Lessor to or of any act by Lessee requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

Section 33. Binding Effect.

All provisions contained in this Lease shall be binding upon, inure to the benefit of, and be enforceable by the respective successors and assigns of Lessor and Lessee to the same extent as if each such successor and assign was named a party to this Lease.

Section 34. Force Majeure.

Except as may be elsewhere specifically provided in this Lease, if either party is delayed or hindered in, or prevented from the performance required under this Lease (except for payment of monetary obligations) by reason of earthquakes, landslides, strikes, lockouts, labor troubles, failure of power, riots, insurrection, war, acts of God or other reason of the like nature not the fault of the party delayed in performance of its obligation, such party is excused from such performance for the period of delay. The period for the performance of any such act will then be extended for the period of such delay.

Section 35. Entire Agreement/Modification.

This Lease is the full and complete agreement between Lessor and Lessee with respect to all matters relating to lease of the Premises and supersedes any and all other agreements between the parties hereto

relating to lease of the Premises. If this Lease is a reissue of an existing agreement held by Lessee, it shall supersede and cancel the previous lease or leases, without prejudice to any liability accrued prior to cancellation. This Lease may be modified only by a written agreement signed by Lessor and Lessee.

Section 36. Notices.

Any notice or documents required or permitted to be given hereunder by one party to the other shall be in writing and the same shall be given or shall be deemed to have been served and given if (i) delivered in person to the address hereinafter set forth for the party to whom the notice is given, (ii) placed in the United States mail, certified - return receipt requested, addressed to such party at the address hereinafter set forth, or (iii) deposited into the custody of any reputable overnight carrier for next day delivery, addressed to such party at the address hereinafter set forth. Any notice mailed as above shall be effective upon its deposit into the custody of the U. S. Postal Service or such reputable overnight carrier, as applicable; all other notices shall be effective upon receipt. All rent and other payments due to Lessor hereunder shall also be made as provided in Section 3(A) above, and delivery of such rental and other payments shall only be effective upon actual receipt by Lessor. From time to time either party may designate another address or telecopy number within the 48 contiguous states of the United States of America for all purposes of this Lease by giving the other party not less than fifteen (15) days' advance written notice of such change of address in accordance with the provisions hereof.

If to Lessee:

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

If to Lessor:

BNSF Railway Company
2500 Lou Menk Drive, AOB-3
Fort Worth, Texas 76131-2828
Attn: Corporate Real Estate

With a copy to:

Jones Lang LaSalle Brokerage, Inc.
4300 Amon Carter Blvd, Suite 100
Fort Worth, Texas 76155

Attn: Transaction Manager - Leases

Section 37. Counterparts.

This Agreement may be executed in multiple counterparts, each of which shall, for all purposes, be deemed an original but which together shall constitute one and the same instrument, and the signature pages from any counterpart may be appended to any other counterpart to assemble fully executed documents, and counterparts of this Agreement may also be exchanged via electronic facsimile machines and any electronic facsimile of any party's signature shall be deemed to be an original signature for all purposes.

Section 38. Relationship.

Notwithstanding anything else herein to the contrary, neither party hereto shall be construed or held, by virtue of this Lease, to be the agent, partner, joint venturer, or associate of the other party hereto, it being expressly understood and agreed that the relationship between the parties hereto is and at all times during the term of this Lease, shall remain that of Lessor and Lessee.

Section 39. Severability.

If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the term of this Lease, then and in that event, it is the intention of the parties hereto that the remainder of this Lease shall not be affected thereby, and it is also the intention of the parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable, there be added, as a part of this Lease, a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and be legal, valid and enforceable.

Section 40. Transferability; Release of Lessor.

Lessor shall have the right to transfer and assign, in whole or in part, all of its rights and obligations under this Lease and in the Premises, and upon such transfer, Lessor shall be released from any further obligations hereunder, and Lessee agrees to look solely to the successor in interest of Lessor for the performance of such obligations.

Section 41. Tax Waiver.

Lessee waives all rights pursuant to all Laws to protest appraised values or receive notice of reappraisal regarding the Premises (including Lessor's personalty), irrespective of whether Lessor contests the same.

Section 42. Attorneys' Fees.

If any action at law or in equity is necessary to enforce or interpret the terms of this Lease, the prevailing party shall be entitled to reasonable attorneys' fees, costs, and necessary disbursements in addition to any relief to which it may be entitled.

Executed by the parties to be effective as of the Effective Date above.

LESSOR

BNSF Railway Company

By: _____
Name: _____
Title: _____

LESSEE

City of Tomball

By: _____
Name: _____
Title: _____

EXHIBIT "A"

PREMISES

EXHIBIT "B"

WORK LETTER AGREEMENT

THIS WORK LETTER AGREEMENT (the "Agreement") supplements that certain Indefinite Term Lease for Land ("Lease") dated March 23rd, 2012 by and between **BNSF Railway Company**, a Delaware corporation ("Lessor") and **The City of Tomball**, a Political Subdivision of the State of Texas ("Lessee"). In the event of any conflict between the provisions of this Agreement and the provisions of the Lease, the provisions of this Agreement shall control. Unless the context otherwise requires, capitalized terms not defined herein shall have the meaning assigned to such terms in the Lease.

In the event Lessee uses one or more general contractors or subcontractors ("Contractor(s)") for any improvements, alterations, build out, finish out, or other similar work on the Premises ("Work"), Lessee agrees to and accepts the following:

1. Prior to performing any Work, Lessee shall obtain Lessor's approval of each Contractor and any Work to be performed by such Contractor shall be performed pursuant to a written contract between Lessee and the Contractor ("Work Contract") approved in advance by Lessor.
2. Prior to commencing any Work, Lessee shall submit for Lessor's review and approval Lessee's plans, specifications and/or drawings for such Work (collectively, "Plans") in accordance with the procedure set forth in the Lease.
3. All Work must be performed at Lessee's sole cost and expense and in accordance with the Plans which have previously been approved by Lessor.
4. Lessee shall cause its Contractors to meet all insurance and indemnification requirements required of Lessee under the Lease and shall obtain indemnification and insurance provisions from its Contractors in favor of Lessor and in the same form as set forth in the Lease.
5. Prior to the commencement of the Work, all required local building, fire, health and other departments must approve all Plans requiring approval by local building codes. In addition, the Work shall be performed, installed and/or constructed in accordance with all applicable federal, state and local laws, codes, ordinances, rules and regulations, including without limitation, the Americans With Disabilities Act of 1990, 42 U.S.C.A. 12101 et seq.
6. Lessee shall be responsible for obtaining all municipal and other governmental licenses or permits for the Work with copies furnished to Lessor prior to commencement of any construction.
7. Lessee shall furnish Lessor, for Lessor's approval, a copy of its schedule of the Work. Lessee shall perform the Work in accordance with the schedule approved by Lessor, and any changes in such schedule must be approved by Lessor in writing in advance.

8. Notwithstanding the status of the completion of the Work, Lessee's obligation for payment of Base Rent and other amounts due under the Lease shall commence on the Commencement Date provided in the Lease. Notwithstanding anything herein to the contrary, Lessor may, in Lessor's sole discretion, permit Lessee and Lessee's Contractors to enter the Premises prior to the Commencement Date in order to commence Work; provided, however, that Lessee agrees that such early entry or occupation of the Premises shall be governed by all of the terms and conditions of the Lease and this Agreement (including the insurance and indemnity requirements therein), as such terms and conditions are more specifically set forth in the Lease and this Agreement.

9. During construction, Lessor reserves the right to inspect the Work at any time upon reasonable notice to Lessee.

10. Lessee's Contractors shall keep the Premises reasonably clean at all times during the performance of the Work.

11. All Work must be performed in a good and workmanlike manner, free from defects in materials and workmanship.

12. If any materialman's, mechanic's, laborer's or any other liens for any work claimed to have been undertaken for Lessee or at Lessee's request is filed against the Premises, Lessee shall indemnify, defend and hold harmless Lessor from any such liens filed during the term of the Lease and shall, at Lessee's own expense, cause all such liens to be removed within ten (10) days after written notice from Lessor to Lessee of the filing thereof.

13. Lessee must obtain Lessor's reasonable approval that the Work has been completed in substantial accordance with the approved plans and specifications. Lessor shall receive copies of all Certificates of Occupancy and as-built drawings (electrical, mechanical, fire and architectural) prior to approving the Work.

14. All guarantees and warranties provided by Lessee's Contractors shall be issued to Lessee and, for Work which is or will at the termination of this Lease be Lessor's property, also to Lessor.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date first set forth above.

LESSOR:

BNSF Railway Company

By: _____
Name: _____
Title: _____

LESSEE:

The City of Tomball

By: _____

Name: _____

Title: _____

**Regular City Council
Agenda Item
Data Sheet**

Meeting Date: July 2, 2012

Topic:

Approve, on Second Reading, Resolution No. 2012-17-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving a development and property exchange agreement between the Tomball Economic Development Corporation and 2978 Industrial Properties, LLC, (The "Company") related to the development of the Tomball Business and Technology Park Project; containing other provisions relating to the subject; and providing for severability.

Background:

On July 18, 2011, the TEDC Board of Directors and Tomball City Council approved the purchase of approximately 97.5 acres of land generally located at the northwest corner of Hufsmith-Kohrville and Holderrirth Roads, in order to develop a Business & Technology Park for purposes of Projects related to the Creation or Retention of Primary Jobs.

The TEDC acquired the 97.5 acres on December 19, 2011 and the project is currently in the preliminary design phase. The project requires coordination with the adjacent property owner, 2978 Industrial Properties LLC, in order to acquire the necessary ROW for the M118 Drainage Channel as well as align the proposed east/west road with the intersection of Hufsmith-Kohrville and Spell Roads. The proposed agreement provides for an exchange of property between the TEDC and 2978 Industrial Properties, LLC in order to accomplish the overall development plan for the Tomball Business and Technology Park.

At its Annual Meeting on May 22, 2012, the TEDC Board of Directors unanimously approved the proposed Development Agreement. This item is now being forwarded to Council for consideration and approval.

On June 4, 2012, Council approved the first reading of Resolution No. 2012-17-TEDC.

Origination:

Tomball Economic Development Corporation Board of Directors

Recommendation:

Approval of Resolution No. 2012-17-TEDC on Second Reading

Funding: Yes

Account Number: TEDC Approved Budget

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. 2012-17-TEDC

Draft Development Agreement

RESOLUTION NO. 2012-17-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING A DEVELOPMENT AND PROPERTY EXCHANGE AGREEMENT BETWEEN THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION AND 2978 INDUSTRIAL PROPERTIES, LLC, (THE "COMPANY") RELATED TO THE DEVELOPMENT OF THE TOMBALL BUSINESS AND TECHNOLOGY PARK PROJECT; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the TOMBALL ECONOMIC DEVELOPMENT CORPORATION, (the "TEDC"), is an economic development corporation created pursuant to Chapter 501 et seq. of the Texas Local Government Code, (the "Development Corporation Act"), and is located at 401 Market Street, Tomball, Texas 77375 in Harris County, Texas; and

WHEREAS, 2978 INDUSTRIAL PROPERTIES, LLC, (the "Company"), is a Texas Corporation and is located at 25614 Bridle Creek Dr., Magnolia, Texas 77355-5876, Montgomery County, Texas; and

WHEREAS, the TEDC owns fee title to approximately 97.57 acres (4,250,149 square feet) of land in the Elizabeth Smith Survey, Abstract No. 70, City of Tomball, Harris County, Texas (Exhibit "A"), known as the Tomball Business & Technology Park; and

WHEREAS, The Company owns fee title to two tracts of land, including:

(a) approximately 17.630 acres (767,963 square feet), legally described as TR 4B & TR R20-A & Lot 384 & Lot 385A, TOMBALL OUTLOTS, ABST 632 C PILLOT, ABST 70 E SMITH, City of Tomball, Harris County, Texas (Exhibit "B"), located westerly of the Tomball Business & Technology Park site; and

(b) approximately 5.6056 acres (244,181.12 square feet), known as Lot 4, Block 1 of the Final Plat of Tomball South Commercial situated in the Elizabeth Smith Survey, Abstract No. 70, City of Tomball, Harris County, Texas (Exhibit "C"), located easterly of the Tomball Business and Technology park site; and

WHEREAS, TEDC and the Company desire to exchange and co-ordinate the development of parts of their properties consistent with the purposes and duties of the Development Corporation Act; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and now, therefore,

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, a Development Agreement between the Tomball Economic Development Corporation and 2978 Industrial Properties, LLC for the exchange of real property for the Tomball Business and Technology Park Project.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this 4th day of June, 2012.

PASSED, APPROVED, AND RESOLVED on second and final reading this 2nd day of July, 2012.

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

**DEVELOPMENT AGREEMENT
BETWEEN
TOMBALL ECONOMIC DEVELOPMENT CORPORATION
AND
2978 INDUSTRIAL PROPERTIES, LLC**

WHEREAS, the TOMBALL ECONOMIC DEVELOPMENT CORPORATION, (the "TEDC"), is an economic development corporation created pursuant to Chapter 501 et seq. of the Texas Local Government Code, (the "Development Corporation Act"), and is located at 401 Market Street, Tomball, Texas 77375 in Harris County, Texas; and

WHEREAS, 2978 INDUSTRIAL PROPERTIES, LLC, (the "Company"), is a Texas Corporation and is located at 25614 Bridle Creek Dr., Magnolia, Texas 77355-5876, Montgomery County, Texas; and

WHEREAS, the TEDC owns fee title to approximately 97.57 acres (4,250,149 square feet) of land in the Elizabeth Smith Survey, Abstract No. 70 City of Tomball, Harris County, Texas (Exhibit "A"), known as the Tomball Business & Technology Park; and

WHEREAS, The Company owns fee title to two tracts of land, including

- (a) approximately 17.630 acres (767,963 square feet), legally described as TR 4B & TR R20-A & Lot 384 & Lot 385A, TOMBALL OUTLOTS, ABST 632 C PILLOT, ABST 70 E SMITH, City of Tomball, Harris County, Texas (Exhibit "B"), located westerly of the Tomball Business & Technology Park site; and
- (b) approximately 5.6056 acres (244,181.12 square feet), known as Lot 4, Block 1 of the Final Plat of Tomball South Commercial situated in the Elizabeth Smith Survey, Abstract No. 70, City of Tomball, Harris County, Texas (Exhibit "C"), located easterly of the Tomball Business and Technology park site; and

WHEREAS, TEDC and the Company desire to exchange and co-ordinate the development of parts of their properties consistent with the purposes and duties of the Development Corporation Act;

NOW, Therefore, TEDC and the Company agree as follows:

Section 1. Exchange of Properties.

- 1.1 Subject to the terms and conditions of this Agreement, TEDC agrees to convey to the Company approximately 1.956 acres of land, being part of

Lots 6 & 7 shown on Exhibit D, and more particularly described by metes and bounds attached thereto.

- 1.2 Subject to the terms and conditions of this Agreement, the Company agrees to convey to TEDC two separate tracts of land:
- (1) 4.601 acres of land out of the called 17.630 acre tract, legally described as TR 4B & TR R20-A & Lot 384 & Lot 385A, TOMBALL OUTLOTS, ABST 632 C PILLOT, ABST 70 E SMITH, City of Tomball, Harris County, Texas, as shown on Exhibit E, and more particularly described by metes and bounds attached thereto; and
 - (2) Approximately 0.3911 acres located at the southern edge of Lot 4, Block 1 of the Tomball South Commercial Plat, as shown on Exhibit F, and more particularly described by metes and bounds attached thereto.
- 1.3 Each party agrees that the conveyances shall be made by Special Warranty Deed and/or Deed without Warranty. The TEDC will survey the properties, provide the legal descriptions and prepare the conveyance documents. At closing, each party will pay its pro rata share of real estate taxes (whether general or special) assessed against the property they are conveying.
- 1.4 The TEDC shall pay the costs of a standard owner's policy of title insurance for both the TEDC and the Company properties, and the cost of recording all deeds for the properties.
- 1.5 In regard to environmental matters and issues, the TEDC and the Company acknowledge and agree that prior to execution of this Agreement, each have been afforded the opportunity to make such inspections of the properties and matters related thereto as each and their representatives desire and that the property is to be conveyed each to the other in an "as is" condition with all faults. TEDC and the Company make no representations or warranties of any kind whatsoever, either express or implied, with respect to the property.
- 1.6 No brokers are involved in this transaction and each party will hold the other harmless against the claims for commission and like payments.

Section 2. Other terms and conditions: Obligations of TEDC.

- 2.1 TEDC agrees to include the 17.630 acre tract located westerly of the Tomball Business & Technology Park site in the preliminary and final plat of the Tomball Business & Technology Park and bear the costs associated with platting of such, including cost of topographic survey, and preparation and submittal of plat for recordation.
- 2.2 TEDC agrees to permit the Company to convey storm water from Lots 2-4 only of the Tomball South Commercial Plat to the M-118 channel, through the drainage system proposed for the Tomball Business & Technology Park; provided, however, the Company is responsible for all costs associated with the connection to the storm sewer system, including payment of all applicable City of Tomball impact fees.
- 2.3 TEDC agrees to permit temporary detention for Lots 2-4 of the Tomball South Commercial Plat on the Tomball Business & Technology Park site, at a location approved by the TEDC. 2978 INDUSTRIAL PROPERTIES, LLC will be responsible for all costs associated with the design, permitting, construction, inspection, and post construction certification of the temporary detention facilities.
- 2.4 TEDC shall pay engineering costs of CLR, Inc. associated with the replatting of Lot 4 of the Tomball South Commercial Plat in conjunction with the platting of the Tomball Business & Technology Park Plat.
- 2.5 TEDC agrees to permit CLR, Inc. to cooperate with and provide drainage information to the Company in support of the Company's replatting of Lot 1, Restricted Reserve C and Restricted Reserve A of Tomball South Commercial to minimize the on-site detention required for future development. The Company is not, however, authorized to direct TEDC's engineer to perform any services in addition to those authorized by TEDC. The Company may, at its own discretion and expense, employ TEDC's engineer to obtain other professional services.
- 2.6 TEDC agrees to provide the Company with copies of all available environmental reports relating to the subject properties, including a draft of the Covenants, Conditions, and Restrictions for the Tomball Business & Technology Park Plat to 2978 INDUSTRIAL PROPERTIES, LLC for review prior to recordation.

Section 3. Other Obligations and Responsibilities of the Company.

- 3.1 The Company agrees to:

- (1) Include and enforce the Covenants, Conditions, and Restrictions imposed upon the Tomball Business & Technology Plat for Lots 6 and 7.
- (2) Provide the TEDC with copies of all available environmental reports relating to the subject properties.
- (3) Sign as a landowner on the Final Plat.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on
this _____ day of _____ 2012.

2978 INDUSTRIAL PROPERTIES, LLC

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Name: _____
Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____
Name: Gretchen Fagan
Title: President, Board of Directors

ATTEST:

By: _____
Name: _____
Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____ 2012, by _____, the _____ of 2978 Industrial Properties, LLC for and on behalf of said company.

Notary Public in and for the State of Texas
My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____ 2012, by _____, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

EXHIBIT A

CAPITAL ONE, N.A.
CALLED 54,681 ACRES (TRACT TWO)
FILE NO. 2007015461
H.C.G.P.R.

THIS PORTION OF THE PROPERTY
IS FULLY BOUND

MATCH LINE - SEE SHEET 2 OF 2

TRACT TWO
3.75 ACRES
4,250,149 SQ. FT.

CAPITAL ONE, N.A.
CALLED 48,500 ACRES (TRACT ONE)
FILE NO. 2007015460
H.C.G.P.R.

THIS PORTION OF THE PROPERTY
IS FULLY BOUND

CAPITAL ONE, N.A.
CALLED 54,681 ACRES (TRACT TWO)
FILE NO. 2007015461
H.C.G.P.R.

HOUSTON POLY, INC.
CALLED 3 ACRES
FILE NO. 2007015463
H.C.G.P.R.

1. REPRODUCED FROM THE ORIGINAL RECORDS OF THE HARRIS COUNTY CLERK'S OFFICE, HARRIS COUNTY, TEXAS.
2. THE ORIGINAL RECORDS OF THE HARRIS COUNTY CLERK'S OFFICE, HARRIS COUNTY, TEXAS, ARE ON FILE IN THE OFFICE OF THE HARRIS COUNTY CLERK, 1001 FOSTER FRIER, HOUSTON, TEXAS 77002.
3. THE ORIGINAL RECORDS OF THE HARRIS COUNTY CLERK'S OFFICE, HARRIS COUNTY, TEXAS, ARE ON FILE IN THE OFFICE OF THE HARRIS COUNTY CLERK, 1001 FOSTER FRIER, HOUSTON, TEXAS 77002.
4. THE ORIGINAL RECORDS OF THE HARRIS COUNTY CLERK'S OFFICE, HARRIS COUNTY, TEXAS, ARE ON FILE IN THE OFFICE OF THE HARRIS COUNTY CLERK, 1001 FOSTER FRIER, HOUSTON, TEXAS 77002.
5. THE ORIGINAL RECORDS OF THE HARRIS COUNTY CLERK'S OFFICE, HARRIS COUNTY, TEXAS, ARE ON FILE IN THE OFFICE OF THE HARRIS COUNTY CLERK, 1001 FOSTER FRIER, HOUSTON, TEXAS 77002.
6. THE ORIGINAL RECORDS OF THE HARRIS COUNTY CLERK'S OFFICE, HARRIS COUNTY, TEXAS, ARE ON FILE IN THE OFFICE OF THE HARRIS COUNTY CLERK, 1001 FOSTER FRIER, HOUSTON, TEXAS 77002.
7. THE ORIGINAL RECORDS OF THE HARRIS COUNTY CLERK'S OFFICE, HARRIS COUNTY, TEXAS, ARE ON FILE IN THE OFFICE OF THE HARRIS COUNTY CLERK, 1001 FOSTER FRIER, HOUSTON, TEXAS 77002.
8. THE ORIGINAL RECORDS OF THE HARRIS COUNTY CLERK'S OFFICE, HARRIS COUNTY, TEXAS, ARE ON FILE IN THE OFFICE OF THE HARRIS COUNTY CLERK, 1001 FOSTER FRIER, HOUSTON, TEXAS 77002.
9. THE ORIGINAL RECORDS OF THE HARRIS COUNTY CLERK'S OFFICE, HARRIS COUNTY, TEXAS, ARE ON FILE IN THE OFFICE OF THE HARRIS COUNTY CLERK, 1001 FOSTER FRIER, HOUSTON, TEXAS 77002.
10. THE ORIGINAL RECORDS OF THE HARRIS COUNTY CLERK'S OFFICE, HARRIS COUNTY, TEXAS, ARE ON FILE IN THE OFFICE OF THE HARRIS COUNTY CLERK, 1001 FOSTER FRIER, HOUSTON, TEXAS 77002.
11. THE ORIGINAL RECORDS OF THE HARRIS COUNTY CLERK'S OFFICE, HARRIS COUNTY, TEXAS, ARE ON FILE IN THE OFFICE OF THE HARRIS COUNTY CLERK, 1001 FOSTER FRIER, HOUSTON, TEXAS 77002.
12. THE ORIGINAL RECORDS OF THE HARRIS COUNTY CLERK'S OFFICE, HARRIS COUNTY, TEXAS, ARE ON FILE IN THE OFFICE OF THE HARRIS COUNTY CLERK, 1001 FOSTER FRIER, HOUSTON, TEXAS 77002.
13. THE ORIGINAL RECORDS OF THE HARRIS COUNTY CLERK'S OFFICE, HARRIS COUNTY, TEXAS, ARE ON FILE IN THE OFFICE OF THE HARRIS COUNTY CLERK, 1001 FOSTER FRIER, HOUSTON, TEXAS 77002.

AECOM
ALTA/ACSM LAND TITLE SURVEY
97.57 ACRES (4,250,149 SQ. FT.)
ELIZABETH SMITH SURVEY, A-70
HARRIS COUNTY, TEXAS

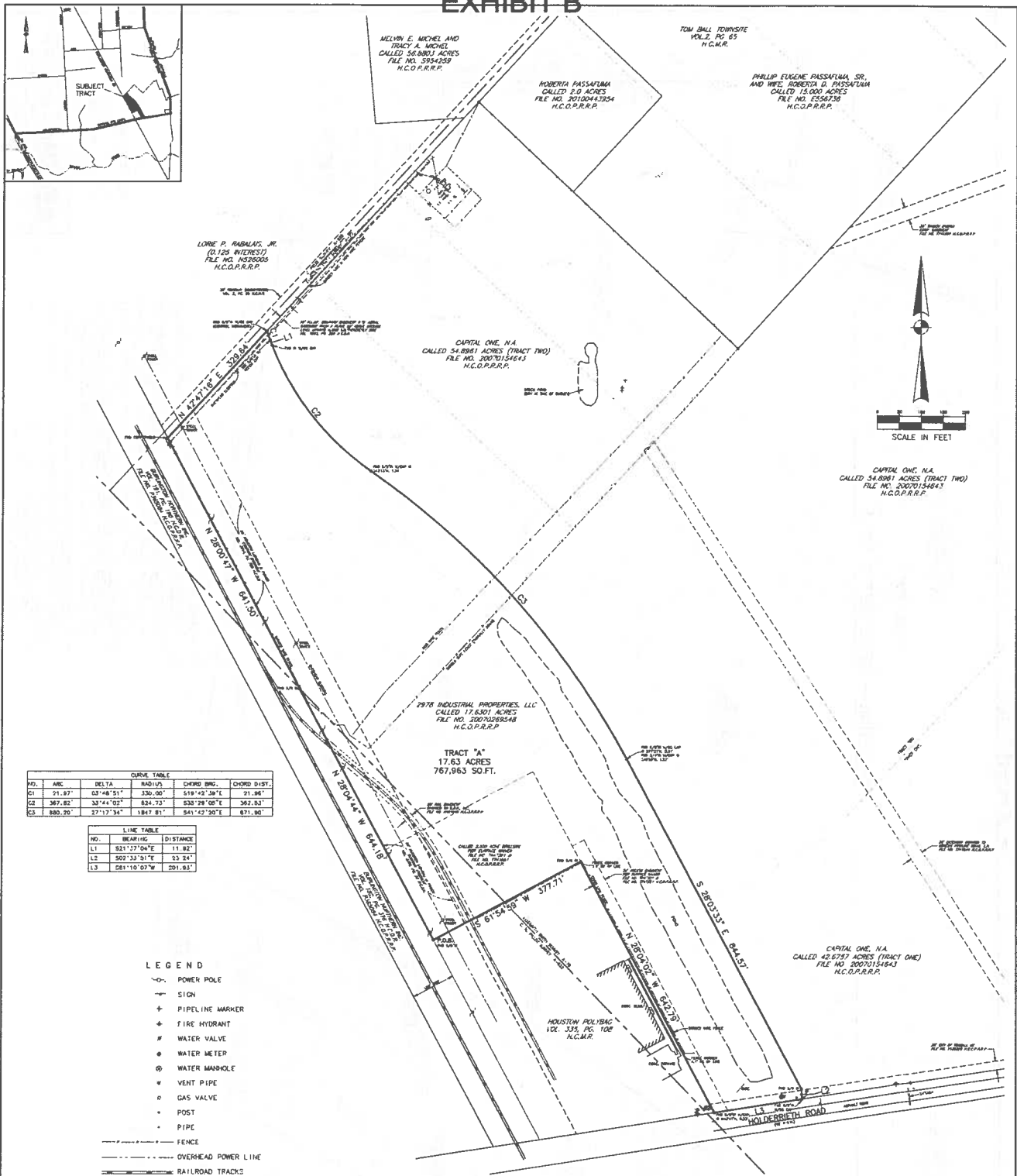
SCALE: 1" = 100'
DATE: 10-05-11
JOB NO. 1007
F. NO. 1001013 & 1001014
PROJECT: TOMBALL SURVEY

LINE TABLE

NO.	DATE	DESCRIPTION	CHORD BEG.	CHORD END	CHORD DIST.
1	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
2	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
3	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
4	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
5	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
6	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
7	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
8	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
9	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
10	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
11	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
12	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
13	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
14	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
15	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
16	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
17	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
18	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
19	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00
20	01/11/11	2177.73' S 89° 17' 30" E	1000.00	1000.00	1000.00

- LEGEND
- POWER POLE
 - PIPELINE MARKER
 - FIRE HYDRANT
 - WATER VALVE
 - WATER METER
 - WATER MANHOLE
 - VEGETATION
 - PIPE
 - POST
 - OVERHEAD POWER LINE
 - RAILROAD TRACKS

EXHIBIT B



GENERAL NOTES

- BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM OF 1983, SOUTH CENTRAL ZONE. ALL DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED AVERAGE ADJUSTMENT FACTOR OF 0.999942131.
- EASEMENTS AND OTHER RECORD INFORMATION SHOWN HEREON ARE AS DESCRIBED IN A TITLE COMMITMENT PREPARED BY STEWART TITLE COMPANY, UNDER G.P. NO. 1120158362, WITH AN EFFECTIVE DATE OF AUGUST 11, 2011. NO FURTHER RESEARCH OF THE HARRIS COUNTY DEED RECORDS HAS BEEN PERFORMED BY AECOM TECHNICAL SERVICES, INC.
- THIS SURVEY DOES NOT DETERMINE THE LOCATION OF WETLANDS, FAULT LINES OR OTHER ENVIRONMENTAL ISSUES SHOULD THEY EXIST.
- THE SQUARE FOOTAGE AS SHOWN HEREON IS BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES DESCRIBED HEREON.
- ACCORDING TO THE NATIONAL FLOOD INSURANCE PROGRAM FLOOD INSURANCE RATE MAP (FIRM) NO. 482010230L, DATED JUNE 18, 2005, THE SUBJECT TRACT LIES WITHIN ZONE OF UNSHARED RISK. THIS INFORMATION IS AS PUBLISHED BY THE FEDERAL EMERGENCY MANAGEMENT AGENCY AND AECOM TECHNICAL SERVICES, INC. DOES NOT ACCEPT RESPONSIBILITY FOR THE ACCURACY OF CONTENT.
- FEWCE LINES SHOWN HEREON WERE FIELD LOCATED WHERE DIMENSIONS ARE INDICATED AND MAY MEANDER BETWEEN THESE LOCATIONS.
- THE SUBJECT PROPERTY IS SUBJECT TO THE TERMS, PROVISIONS AND CONDITIONS OF THE ORDINANCES AND ZONING REGULATIONS OF THE CITY OF HOUSTON, TEXAS.
- A SEPARATE METES AND BOUNDS DESCRIPTION HAS BEEN PREPARED IN CONJUNCTION WITH THIS SURVEY AND IS ATTACHED HEREON.
- H.C.G.P. INDICATES HARRIS COUNTY DEED RECORDS.
- H.C.M.W. INDICATES HARRIS COUNTY MAP RECORDS.
- H.C.O.P.R.R.P. INDICATES HARRIS COUNTY OFFICIAL PUBLIC RECORDS OF REAL PROPERTY.
- BE INDICATES UTILITY EASEMENT.
- BASED ON INFORMATION FURNISHED BY THE CLIENT, THERE MAY BE ONE OR MORE PLUGGED WELLS LOCATED ON THE SUBJECT PROPERTY. AS OF THE DATE OF THE SURVEY, NO INFORMATION HAS BEEN FURNISHED TO THE SURVEYOR AS TO THE LOCATION OF ANY SUCH WELLS.

TO: STEWART TITLE GUARANTEE COMPANY, HOUSTON ECONOMIC DEVELOPMENT CORPORATION AND 2978 INDUSTRIAL PROPERTIES, LLC, A TEXAS LIMITED LIABILITY COMPANY.
THIS IS TO CERTIFY THAT THIS MAP OR PLAN AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2011 MINTMAN STANDARD DETAIL REQUIREMENTS FOR ALTA/ACSM LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND MINTMAN, AND INCLUDES TENDS 1-4, 5, 6, 7-12, 20(4) AND 21 OF TABLE A-THECOP. THE FIELD WORK WAS COMPLETED ON AUGUST 19, 2011.

ROBERT W. TERRY
REGISTERED PROFESSIONAL LAND SURVEYOR NO. 4420



ALTA/ACSM LAND TITLE SURVEY OF
17.63 ACRES (767,963 SQ.FT.)
IN THE ELIZABETH SMITH SURVEY, A-70
AND THE C. N. PILLOT SURVEY, A-632
IN HARRIS COUNTY, TEXAS

AECOM		AECOM TECHNICAL SERVICES, INC. 5757 WOODWAY, SUITE 101 WEST HOUSTON, TEXAS 77057-1296 WWW.AECOM.COM PHONE: 713-799-4123	
SCALE:	1" = 100'	JOB NO.	60222028
DATE:	10-05-11	F.B. NO.	HOU1013 & HOU1014
DRAWN BY:	BT	CHKD BY:	WBLACK
		PROJECT:	HOUSTON SURVEY

EXHIBIT C

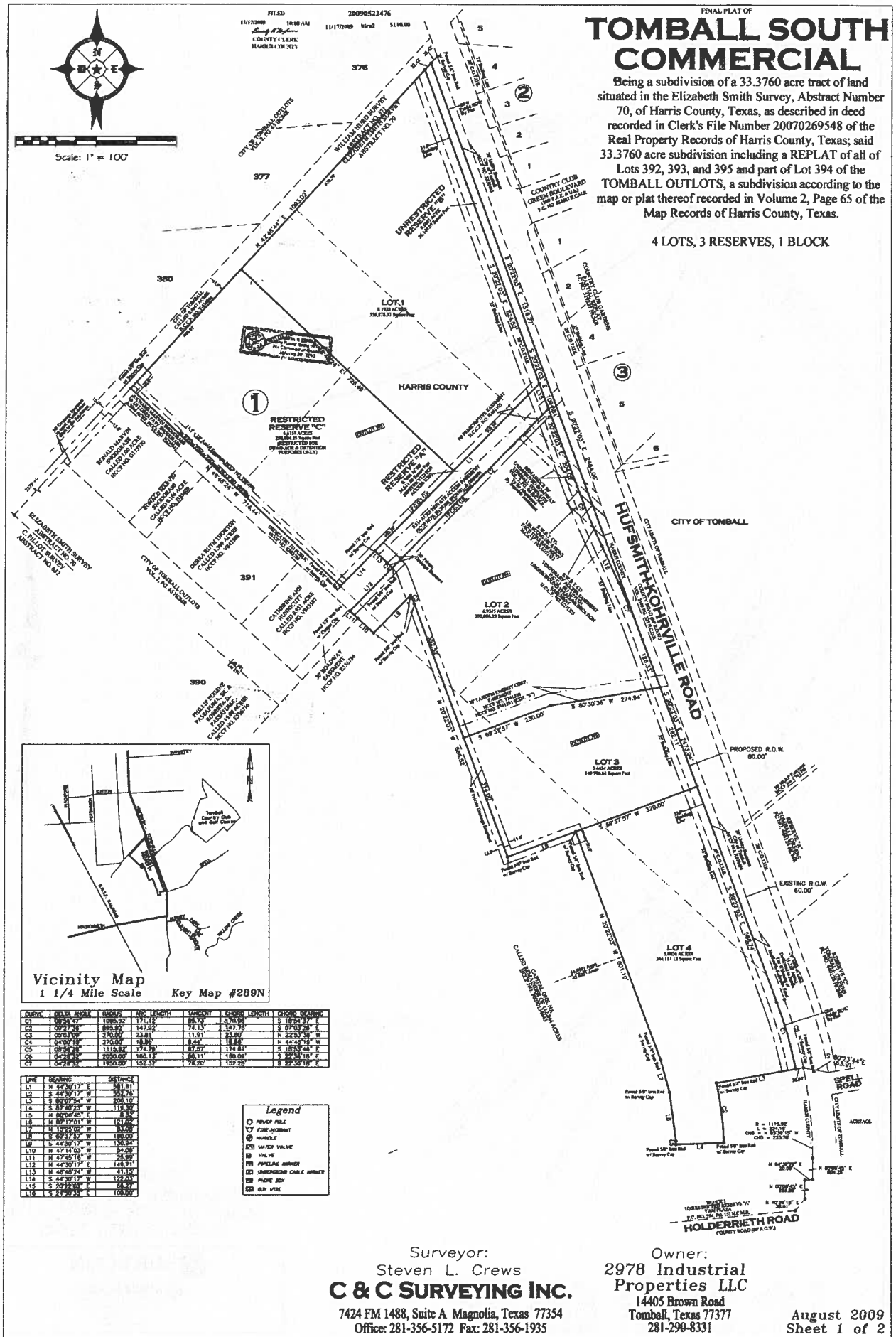


EXHIBIT D

LORIE P. RABALAIS, JR.
(0.125 INTEREST)
FILE NO. N526005
H.C.O.P.R.R.P.

TOMBALL INDUSTRIAL DEVELOPMENT
CORPORATION
CALLED 97.57 ACRES
FILE NO. 20120018139
H.C.O.P.R.R.P.

10' H.L.B.P. COMPANY EASEMENT 10/25' AERIAL
EASEMENT FROM A PLANE 20' ABOVE GROUND
LEVEL UPWARD ALONG SOUTHEASTERLY SIDE
VOL. 7983, PG. 388 H.C.O.R.

LOT 387

LOT 356

PROPOSED DRAINAGE CHANNEL

P.O.B.

J. PRUIT SURVEY A-70
ELIZABETH SMITH SURVEY A-70

LOT 385

1.956 ACRES
85,184 SQ.FT.

FND 5/8" W/CAP
B.P. 543'13"W, 1.34'

PROPOSED R.O.W.

LOT 354

6' H.C.O.P. EASEMENT 10/25' AERIAL
EASEMENT FROM A PLANE 20' ABOVE GROUND
LEVEL UPWARD ALONG SOUTHEASTERLY SIDE
VOL. 7983, PG. 388 H.C.O.R.

FND 5/8" W/CAP

2978 INDUSTRIAL PROPERTIES, LLC
CALLED 17.6301 ACRES
FILE NO. 20070269548
H.C.O.P.R.R.P.

NO.	LINE TABLE BEARING	DISTANCE
L1	N42°47'16"E	20.00'
L2	S76°37'16"E	47.28'
L3	S13°22'44"W	98.92'
L4	N21°37'04"W	11.92'

NO	ARC	DELTA	RADIUS	CHD. BRG	CHD. DIST
C1	506.38'	27°53'50"	1040.00'	S62°40'21"E	501.39'
C2	179.32'	15°20'06"	670.00'	S05°42'41"W	178.79'
C3	293.11'	09°05'19"	1847.81'	N50°48'27"W	292.81'
C4	367.82'	33°44'02"	624.73'	N38°29'05"W	362.53'
C5	21.97'	03°48'51"	330.00'	N19°42'39"W	21.96'

EXHIBIT MAP

1.956 ACRES (85,184 SQ.FT.)
ELIZABETH SMITH SURVEY, A-70
HARRIS COUNTY, TEXAS

SURVCON

A DIVISION OF
MAXIM & CREED
ENGINEERS, SURVEYORS, PLANNERS

8701 Woodway Drive, Suite 100 West
Houston, TX 77063
713.847.0001
www.survcon.com

SCALE: 1" = 100'	JOB NO. 06161-0001
DATE: 05-17-12	F.B. NO.
DRAWN BY: BT CKD:	PROJECT: TEDC

EXHIBIT D

Metes and Bounds Description
1.956 Acres (85,184 Square Feet)
Elizabeth Smith Survey, Abstract No. 70
Harris County, Texas

Description of a 1.956 acre (85,184 square feet) tract of land out of a called 97.57 acre tract described in a deed to Tomball Industrial Development Corporation, as recorded under File No. 20120018139 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), in the Elizabeth Smith Survey, Abstract No. 70, in Harris County, Texas, said 1.956 acre tract being more particularly described as follows (with bearings referenced to the Texas Coordinate System of 1983, South Central Zone):

BEGINNING at a 5/8-inch iron rod with cap stamped "GS" found for the most westerly corner of said 97.57 acre tract and the most northerly corner of a called 17.6301 acre tract described in a deed to 2978 Industrial Properties, LLC, as recorded under File No. 20070269548 of said H.C.O.P.R.R.P.;

THENCE, North 42° 47' 16" East, along the northwesterly line of said 97.57 acre tract, a distance of 20.00 feet to a point for the most northerly corner of this herein described tract and the beginning of a non-tangent curve to the left;

THENCE, southeasterly, 506.38 feet along the northerly line of this tract and along the arc of said curve to the left (central angle = 27° 53' 50"; radius = 1,040.00 feet; chord bearing and distance = South 62° 40' 21" East, 501.39 feet) to a point of tangency;

THENCE, South 76° 37' 16" East, continuing along said northerly line, a distance of 47.28 feet to a point for the northeasterly corner of this herein described tract;

THENCE, South 13° 22' 44" West, along the easterly line of this tract, a distance of 98.92 feet to a point for the beginning of a curve to the left;

THENCE, southwesterly, 179.32 feet along said easterly line and along the arc of said curve to the left (central angle = 15° 20' 06"; radius = 670.00 feet; chord bearing and distance = South 05° 42' 41" West, 178.79 feet) to a point in the common line between said 97.57 acre tract and said 17.6301 acre tract which marks the most southerly corner of this herein described tract and being on the arc of a non-tangent curve to the left;

THENCE, northwesterly, 293.11 feet along said common line and along the arc of said curve to the left (central angle = 09° 05' 19"; radius = 1,847.81 feet; chord bearing and distance = North 50° 48' 27" West, 292.81 feet) to a point of reverse curvature, from which a found 5/8-inch iron rod with cap bears South 43° 13' West, 1.34 feet;

THENCE, northwesterly, 367.82 feet along said common line and along the arc of said curve to the right (central angle = 33° 44' 02"; radius = 624.73 feet; chord bearing and distance = North 38° 29' 05" West, 362.53 feet) to a 5/8-inch iron rod with cap stamped "GS" found for a point of tangency;

THENCE, North 21° 37' 04" West, continuing along said common line, a distance of 11.92 feet to a 5/8-inch iron rod with cap stamped "AECOM" set for the beginning of a curve to the right;

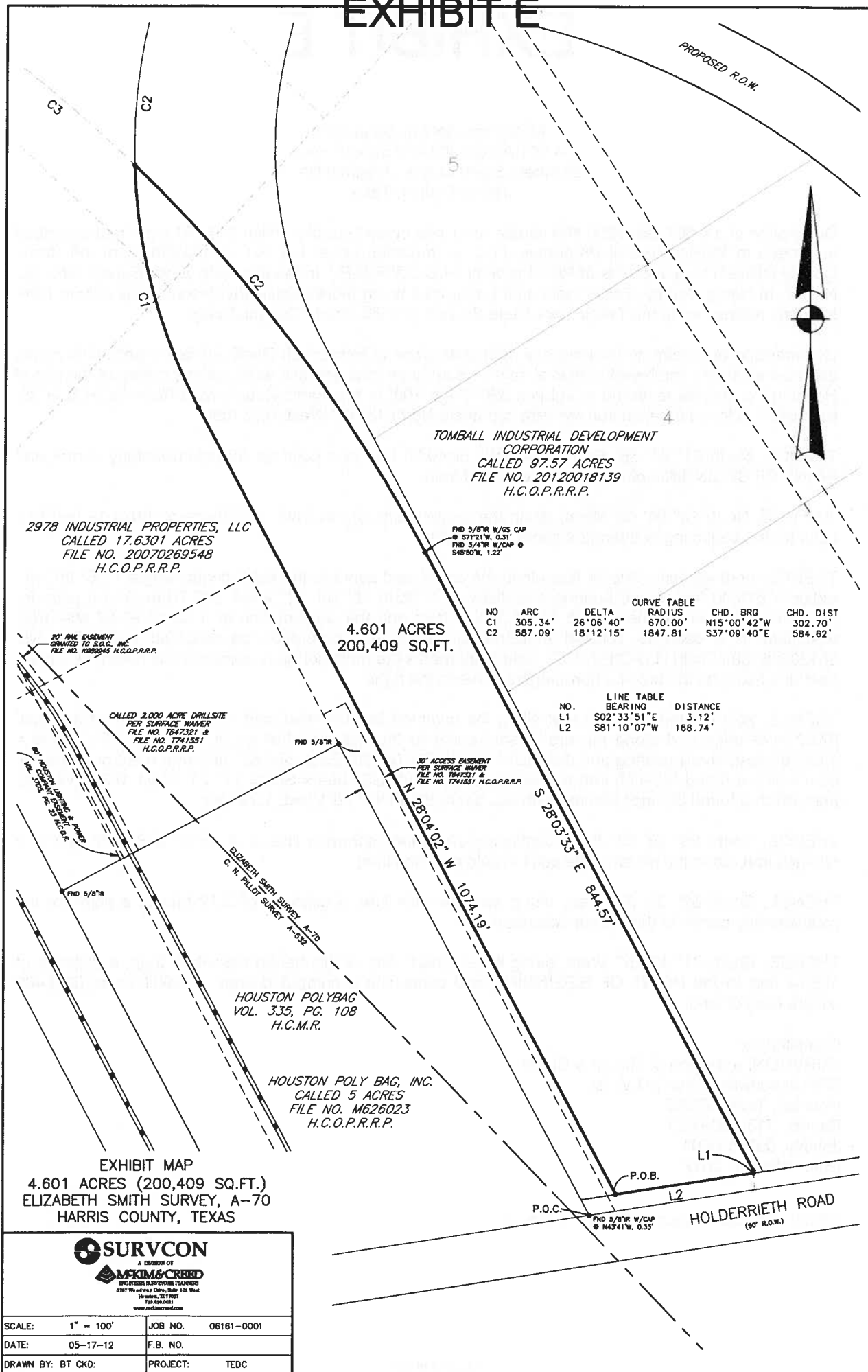
EXHIBIT D

THENCE, northwesterly, 21.97 feet along said common line and along the arc of said curve to the right (central angle = $03^{\circ} 48' 51''$; radius = 330.00 feet; chord bearing and distance = North $19^{\circ} 42' 39''$ West, 21.96 feet to the POINT OF BEGINNING and containing a computed area of 1.956 acres (85,184 square feet) of land.

Compiled by:
SURVCON, a division of McKim & Creed
5757 Woodway, Suite 101 West
Houston, Texas 77057
Phone: 713-659-0021
Job No. 06161-0001
Date: May 17, 2012

J:\06161-0001 CLR Tomball Plat\Swap Tr 2 - M&B.doc

EXHIBIT E



SURVCON

A DIVISION OF
MARKS & CREED
REGISTERED SURVEYING PLANNERS
2707 Westview Drive, Suite 100, Houston, TX 77057
138.888.0001
www.marksandcreed.com

SCALE: 1" = 100'

DATE: 05-17-12

DRAWN BY: BT CKD:

JOB NO. 06161-0001

F.B. NO.

PROJECT: TEDC

EXHIBIT E

Metes and Bounds Description
4.601 Acres (200,409 Square Feet)
Elizabeth Smith Survey, Abstract No. 70
Harris County, Texas

Description of a 4.601 acre (200,409 square feet) tract of land out of a called 17.6301 acre tract described in a deed to 2978 Industrial Properties, LLC, as recorded under File No. 20070269548 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.), in the Elizabeth Smith Survey, Abstract No. 70, in Harris County, Texas, said 4.601 acre tract being more particularly described as follows (with bearings referenced to the Texas Coordinate System of 1983, South Central Zone):

Commencing at a point on the northerly right-of-way line of Holderrieth Road (60 feet wide) which marks the most southerly southwest corner of said 17.6301 acre tract and the southeasterly corner of the plat of Houston Polybag as recorded in Volume 335, Page 108, of the Harris County Map Records (H.C.M.R.), from which a found 5/8-inch iron rod with cap bears North 43° 41' West, 0.33 foot;

THENCE, North 51° 41' 39" East, a distance of 40.65 feet to a point for the southwesterly corner and POINT OF BEGINNING of this herein described tract;

THENCE, North 28° 04' 02" West, along the westerly line of this tract, a distance of 1,074.19 feet to a point for the beginning of a tangent curve to the right;

THENCE, northwesterly, 305.34 feet along the arc of said curve to the right (central angle = 26° 06' 40"; radius = 670.00 feet; chord bearing and distance = North 15° 00' 42" West, 302.70 feet) to a point for corner on the easterly line of said 17.6301 acre tract and the westerly line of a called 97.57 acre tract described in a deed to Tomball Industrial Development Corporation as recorded under File No. 20120018139 of said H.C.O.P.R.R.P., said point marks the most northerly corner of this herein described tract and being on the arc of a non-tangent curve to the right;

THENCE, southeasterly, 587.09 feet along the common line between said 17.6301 acre tract and said 97.57 acre tract, and along the arc of said curve to the right (central angle = 18° 12' 15"; radius = 1,847.81 feet; chord bearing and distance = South 37° 09' 40" East, 584.62 feet) to a point of tangency, from which a found 5/8-inch iron rod with cap stamped "GS" bears South 71° 21' West, 0.31 foot, and from which a found 3/4-inch iron rod with cap bears South 45° 50' West, 1.22 feet;

THENCE, South 28° 03' 33" East, continuing along said common line, a distance of 844.57 feet to a 5/8-inch iron rod found for an angle point in said common line;

THENCE, South 02° 33' 51" East, along said common line, a distance of 3.12 feet to a point for the southeasterly corner of this herein described tract;

THENCE, South 81° 10' 07" West, along the southerly line of this herein described tract, a distance of 168.74 feet to the POINT OF BEGINNING and containing a computed area of 4.601 acres (200,409 square feet) of land.

Compiled by:
SURVCON, a division of McKim & Creed
5757 Woodway, Suite 101 West
Houston, Texas 77057
Phone: 713-659-0021
Job No. 06161-0001
Date: May 17, 2012

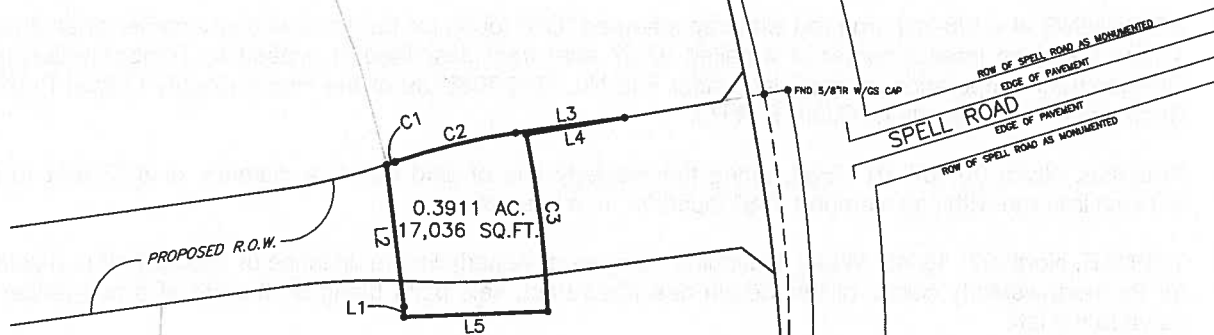
J:\06161-0001 CLR Tomball Plat\Swap Tr 1 - M&B.doc

EXHIBIT F



TOMBALL SOUTH COMMERCIAL
FILM CODE NO. 632199
H.C.M.R.

LOT 4



TOMBALL INDUSTRIAL DEVELOPMENT
CORPORATION
CALLED 97.57 ACRES
FILE NO. 20120018139
H.C.O.P.R.R.P.

NO	ARC	DELTA	RADIUS	CHD. BRG	CHD. DIST
C1	7.54'	00°48'53"	530.00'	N71°09'15"E	7.54'
C2	103.12'	11°08'52"	530.00'	N76°19'14"W	102.96'
C3	147.92'	09°27'36"	895.92'	S07°03'10"E	147.76'

NO.	BEARING	DISTANCE
L1	N00°07'01"E	8.32'
L2	N07°16'45"W	118.62'
L3	N81°53'40"E	91.36'
L4	S80°08'10"W	82.77'
L5	S87°40'39"W	119.30'

HUFSMITH-KOHRVILLE ROAD
(60' R.O.W.)

FND 5/8\"/>

YAM DEVELOPMENT, INC.
CALLED 2.8316 ACRES
FILE NO. Y546849
H.C.O.P.R.R.P.
UNRESTRICTED RESERVE "A"

YAM PLAZA
FILM CODE NO. 594151
H.C.M.R.

EXHIBIT MAP
0.3911 ACRE (17,036 SQ.FT.)
ELIZABETH SMITH SURVEY, A-70
HARRIS COUNTY, TEXAS

SURVCON

A DIVISION OF
MARK & CREED
SURVEYORS PLLC
2717 W. 4th Ave., Suite 100, Waco,
Texas, 76707
TEL: 800.451.1111
www.markandcreed.com

SCALE: 1" = 100'	JOB NO. 06161-0001
DATE: 05-17-12	F.B. NO.
DRAWN BY: BT CKD:	PROJECT: TERC

EXHIBIT F

Metes and Bounds Description
0.3911 Acres (17,036 Square Feet)
Elizabeth Smith Survey, Abstract No. 70
Harris County, Texas

Description of a 0.3911 acre (17,036 square feet) tract of land out of Lot 4 of the plat of Tomball South Commercial as recorded in Film Code No. 632199 of the Harris County Map Records (H.C.M.R.), in the Elizabeth Smith Survey, Abstract No. 70, in Harris County, Texas, said 0.3911 acre tract being more particularly described as follows (with bearings referenced to the Texas Coordinate System of 1983, South Central Zone):

BEGINNING at a 5/8-inch iron rod with cap stamped "GS" found for the southwesterly corner of said Lot 4, and being an interior corner of a called 97.57 acre tract described in a deed to Tomball Industrial Development Corporation as recorded under File No. 20120018139 of the Harris County Official Public Records of Real Property (H.C.O.P.R.R.P.);

THENCE, North 00° 07' 01" East, along the westerly line of said Lot 4, a distance of 8.32 feet to a 5/8-inch iron rod with cap stamped "GS" found for an angle point;

THENCE, North 07° 16' 45" West, continuing along said westerly line, a distance of 118.62 feet to a point for the northwesterly corner of this herein described tract, said point being on the arc of a non-tangent curve to the left;

THENCE, northeasterly, 7.54 feet along the northerly line of this tract and along the arc of said curve to the left (central angle = 00° 48' 53"; radius = 530.00 feet; chord bearing and distance = North 71° 09' 15" East, 7.54 feet) to a point of reverse curvature;

THENCE, northeasterly, 103.12 feet along the arc of said curve to the right (central angle = 11° 08' 52"; radius = 530.00 feet; chord bearing and distance = North 76° 19' 14" East, 102.96 feet) to a point of tangency;

THENCE, North 81° 53' 40" East, continuing along said northerly line, a distance of 91.36 feet to a point on a southerly line of said Lot 4 which marks the most easterly corner of this herein described tract;

THENCE, South 80° 08' 10" West, along said southerly line, a distance of 82.77 feet to a 5/8-inch iron rod with cap stamped "GS" found for an interior corner of said Lot 4 and the beginning of a non-tangent curve to the right;

THENCE, southeasterly, 147.92 feet along an easterly line of said Lot 4 and along the arc of said curve to the right (central angle = 09° 27' 36"; radius = 895.92 feet; chord bearing and distance = South 07° 03' 10" East, 147.76 feet) to a 5/8-inch iron rod with cap stamped "GS" found for the southernmost southeasterly corner of said Lot 4;

THENCE, South 87° 40' 39" West, along the most southerly line of said Lot 4, a distance of 119.30 feet to the POINT OF BEGINNING and containing a computed area of 0.3911 acres (17,036 square feet) of land.

Compiled by:
SURVCON, a division of McKim & Creed
5757 Woodway, Suite 101 West
Houston, Texas 77057
Phone: 713-659-0021
Job No. 06161-0001
Date: May 17, 2012

J:\06161-0001 CLR Tomball Plat\Swap Tr 3 - M&B.doc

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 2, 2012

Topic:

Adopt, on Second Reading, Ordinance No. 2012-15, an Ordinance of the City Council of Tomball, Texas, Approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Three

Background:

Public infrastructure improvements are underway for the Reserve at Spring Lakes Subdivision within Public Improvement District Number Three created by the City in 2009. Per Chapter 372 of the Local Government Code, a Service and Assessment Plan must be approved by City Council prior to levying the assessments. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a portion of the public improvement costs based on the size of the property. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot category. The total, one-time assessment per lot category is specified in the plan as well as the annual installment (financed assessment rate at 5.25% annual interest), per the attached information sheet.

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.

The assessments are formulated to reimburse the developer for 50% of the public infrastructure costs of the development plus interest while staying at or below the equivalent of a \$0.90 tax rate on a project wide basis. For illustration, the attached amortization schedule details the amortization for a Lot Category 1 property. It is estimated that the average price of the homes to be constructed on Lot Category 1 properties will be \$500,000. The annual assessment payment for the Lot Category 1 is \$4,500, or the equivalent of a \$0.90 tax rate on a \$500,000 home.

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

The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted.

Origination:

Scott Bean, Hawes Hill Calderon, LLP

Recommendation:

Adopt Ordinance No. 2012-15 on Second Reading

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:

Ordinance No. 2012-15

Ordinance No. 2012-15 - Exhibit A-Service and Assessment Plan

Information Sheet and Amortization Schedule

ORDINANCE NO. 2012-15

**AN ORDINANCE OF THE CITY COUNCIL OF TOMBALL,
TEXAS, APPROVING THE SERVICE AND ASSESSMENT
PLAN FOR THE CITY OF TOMBALL PUBLIC
IMPROVEMENT DISTRICT NUMBER THREE**

* * * * *

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

WHEREAS, the City has received a petition (the "Petition") requesting the creation of the City of Tomball Public Improvement District Number Three (the "PID"), held a public hearing, and created the PID in accordance with the applicable provisions of Chapter 372; and

WHEREAS, the City passed and adopted Resolution No. 2009-28 on October 19, 2009 establishing the City of Tomball Public Improvement District Number Three; and

WHEREAS, the City Council wishes to adopt 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 found to be true and correct.

Section 2. The 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 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 18TH DAY OF JUNE 2012.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN BROWN	<u>ABSENT</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN DODSON	<u>AYE</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 2ND DAY OF JULY 2012.

COUNCILMAN HUDGENS	<u> </u>
COUNCILMAN STOLL	<u> </u>
COUNCILMAN BROWN	<u> </u>
COUNCILMAN TOWNSEND	<u> </u>
COUNCILMAN DODSON	<u> </u>

PASSED AND ADOPTED the ____ day of _____, 2012.

GRETCHEN FAGAN, Mayor

Approved as to form:

Attest:

SCOTT BOUNDS, City Attorney

DORIS SPEER, City Secretary

EXHIBIT A

Service and Assessment Plan Public Improvement District Number Three City of Tomball, Harris County, Texas

1. Introduction

This Service and Assessment Plan (the "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 No. 2009-28 creating the Public Improvement District Number Three (the "PID" or the "District"), City of Tomball (the "City"), Harris County, Texas. The creation of the PID was initiated by a petition (the "Creation Petition") submitted by property owners within the PID boundaries in compliance with the requirements of Section 372.005 of the Act.

2. Boundaries

The boundaries of the PID are as indicated in Exhibit A and Exhibit B.

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 day-to-day operations and administration of the District.

4. Public Improvements

The Public Improvements to be financed and constructed hereby (the "Public Improvements") serve to promote the construction of single-family units ("SFU"). The Public Improvements included in the Plan will confer a special benefit to properties within the Public Improvement District and will consist of the construction of detention, water lines, sanitary sewer lines, storm sewers, gas lines, open space and amenities, paving, erosion control, contingency provisions, engineering services, financing costs, and administrative and legal services for the PID. The Public Improvements will be pre-funded by the developer of the residential subdivision within the PID (the "Developer") under an approved development agreement. Under the Development Agreement executed between the Developer and the City, the Developer will be entitled to receive reimbursement of up to 50% of the Public Improvement costs subject to the limitations contained in the Agreement.

A. Reserve at Spring Lakes

The Reserve at Spring Lakes Subdivision is being developed by Zion Road Properties, LLC and will ultimately contain approximately 95 single-family residential lots within the Public Improvement District. The Public Improvements authorized under this

Plan for The Reserve at Spring Lakes, and the estimated costs thereof, are described below:

**Reserve at Spring Lakes
PID COSTS**

PUBLIC IMPROVEMENT	ESTIMATED COST	PID COSTS (50%)
Water Distribution Facilities	\$673,400	\$336,700
Sanitary Sewer Facilities	\$796,050	\$398,025
Storm Sewer Facilities	\$49,500	\$24,750
Gas Distribution Facilities	\$339,930	\$169,965
Roadway Paving	\$1,399,960	\$699,980
Land Reserved for Green	\$1,759,560	\$879,780
Space/Amenities	\$340,000	\$170,000
Clearing	\$1,640,408	\$820,204
Detention Pond and Facilities	\$150,000	\$75,000
Pipeline Conflicts		
Contingency (10%)	\$714,880	\$357,440
Engineering, Surveying (15%)	\$1,179,553	\$589,776
Subtotal	\$9,043,241	\$4,521,621
Financing Cost		\$2,296,597
PID Administration Expenses		\$358,850
TOTAL		\$7,177,068

The estimated total costs above will be used to set the assessments for residential properties in the PID as detailed later in this document.

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 purpose of establishing the installments for assessments based upon the costs for Public Improvements and 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 Developers will convey all rights to the improvements to the City or homeowner's association as applicable, subject to the Developer's 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 this 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 for sufficient 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 2012. The actual costs of the Public Improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by Developer

The Developer will advance the funds for construction of the Public Improvements and will be entitled to repayment pursuant to 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 assessment year shall be concurrent with the City's tax year. The assessments against property may be paid in annual installments based on an amortization of not more than fifteen (15) years plus the period between the effective date of the assessment ordinance and the date of the first installment. The interest rate on financed assessments is five and ¼ percent (5.25%) per annum.

The assessments shall be based upon the actual cost of the Public Improvements plus those related costs as deemed reimbursable by the City. The cost of the Public Improvements will consist of the costs to construct detention, storm sewers, water lines, sanitary sewers, gas, open space and amenities, erosion control, and paving for each development phase, related professional design and engineering fees, administrative and legal services and interest payable to the Developer pursuant to the Development Agreement.

A. Reserve at Spring Lakes

The Plan estimates the following assessments for residential properties in the PID according to the cost of the Public Improvements. The total assessment can be paid upfront at the time the residential property is purchased or at any time thereafter. The

assessment can also be financed and paid in equal annual installments over fifteen (15) years as prescribed below.

<u>Reserve at Spring Lakes Lot Categories (By Size)</u>	<u>Total Assessment (Principal)</u>	<u>Financed Assessment (Annual Payment)</u>
1.) Up to 1.5 Acres	\$45,929.08	\$4,500.00
2.) 1.5 Acres to 2.0 Acres	\$68,893.62	\$6,750.00
3.) 2.0 Acres to 3.0 Acres	\$91,858.15	\$9,000.00
4.) 3.0 Acres and Larger	\$114,822.69	\$11,250.00

B. Levy and collection.

The assessment will be levied by the City upon commencement of the construction of the improvements (or a portion of the improvements) and the platting and subdividing of property into residential lots. The first installment of an assessment against a particular lot shall be due with respect to the calendar year following the earlier of: (i) the date such residential lot has been improved with a habitable structure and conveyed to a home purchaser as evidenced by Harris County Appraisal District records, or (ii) the second anniversary of the date the residential lot was conveyed from the Developer to a home purchaser regardless of any improvements on the property. Lots improved with homes used for marketing purposes (e.g. "model homes") will be exempt from the assessment until the calendar year following the date the home is conveyed to home purchaser. The City will invoice each owner of property 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 together with interest as provided herein has been paid in full. The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment. Financed assessments shall bear interest at five and ¼ percent (5.25%) per annum. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility of 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, including prior mortgage liens, to the extent allowed by Section 372.018(b) 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 lien 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 assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment.

EXHIBIT A

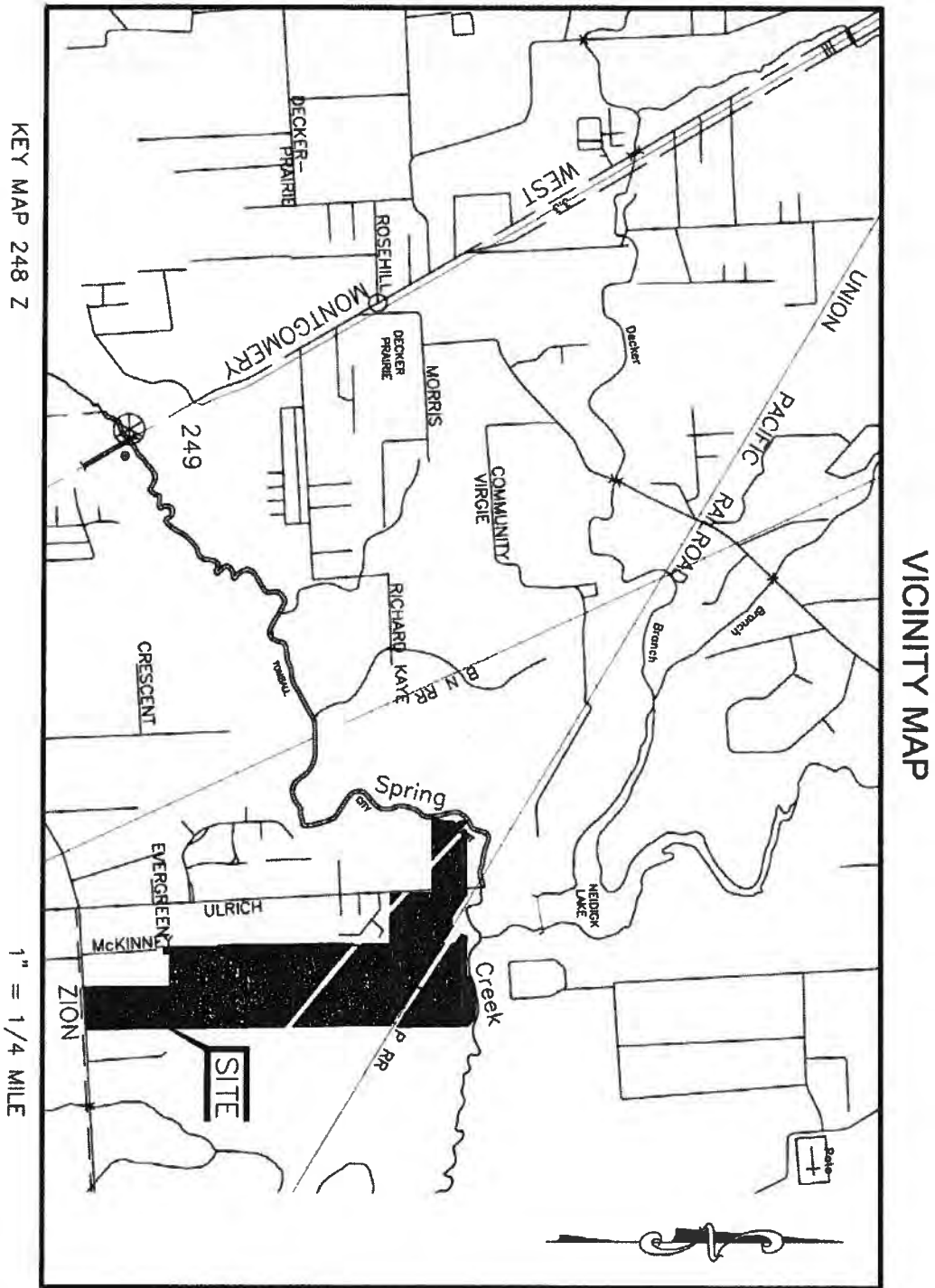


EXHIBIT B

METES AND BOUNDS DESCRIPTION
232.8801 ACRE (10,144,254 SQUARE FEET)
ALL OF A CALLED 164.7078 ACRES TRACT
AND ALL OF A CALLED 68.1723 ACRES TRACT
IN THE JOSEPH MILLER LEAGUE, A-50
AND THE W H CLEMENS SURVEY, A-1641
HARRIS COUNTY, TEXAS

Being 232.8801 acre (10,144,254 square feet) of land, being all of a called 164.7078 acres tract, conveyed to Yaupon Ranch, Ltd. by deed recorded under County Clerk's File Number (CCF) 2007-0138375 of the Official Public Records of Real Property of Harris County, Texas (OPRRP HCT), and all of a called 68.1723 acres tract, conveyed to Yaupon Ranch, Ltd. by deed recorded under CCF Z236940 OPRRP HCT. Said 232.8801 acres tract lying in the Joseph Miller League, Abstract 50 and W H Clemens Survey, A-1641 and being more particularly described by metes and bounds, with bearings based on the North line of said 164.7078 acres tract, called "East", as follows:

BEGINNING at a found 1 inch iron pipe, next to a three inch iron pipe in the Southwest corner of a called 10 acres tract referenced in deed to Tomball ISD recorded under CCF X890598 OPRRP HCT, being the same as the remainder of a called 10 acres tract conveyed to Vilma Masterson et al by deed recorded under CCF 371361 DR HCT, said iron pipe also marking the Southeast corner of a called 13 acre tract conveyed to Neigdick Lester, record information not found;

THENCE East, basis of bearings, along the common South line of said 10 acre tract, a distance of 912.36 feet to a found 3 inch iron pipe in the South line of a called 10 acre tract conveyed to Vilma Masterson et al, by deed recorded under CCF 371361 DR HCT, being the same further conveyed under Tax Suite Sale to Tomball Independent School District, by deed recorded under CCF X890598 OPRRP HCT;

THENCE North 89°55'38" East, in part along the South line of said called 10-acre tract, a distance of 600.70 feet to a set 5/8 inch iron rod. Said iron rod set in a point from which a 5/8 inch iron rod with;

THENCE North 00°43'17" West, a distance of 87.16 feet, to a point in the centerline of Spring Creek (the dividing line between the Counties of Harris and Montgomery);

THENCE along said centerline of said Spring Creek, the following courses:

North 67°07'18" East, a distance of 154.67 feet;

North 80°22'28" East, a distance of 113.12 feet;

North 87°09'19" East, a distance of: 110.50 feet;

North 87°53'00" East, a distance of: 210.89 feet;

South 83°18'22" East, a distance of 202.76 feet;

South 42°35'23" East, a distance of 169.62 feet;

And South 56°06'19" East a distance of 15.97 feet, to a point in said centerline for the Northeast corner of the herein described tract, also being the Northwest corner of a called 26.5 acre tract conveyed to Tomball Gun Club by deed recorded under CCF B717054 OPRRP HCT;

THENCE South 00°26'02" East, along the West line of said 26.5 acre tract, pass at a distance of 91.93 feet a found 5/8 inch iron rod with cap, in said West line, on the High bank of said Spring creek and

City of Tomball Public Improvement District Number THREE

7

continuing to a total distance of 1271.15 feet, to a found 5/8 inch iron rod with cap in the North right-of-way line (ROW) of the G N R R Company (now Missouri Pacific RR Co.) 100 feet wide ROW;

THENCE North 56°52'59" West, along said North ROW, a distance of 896.47 feet, to a set 5/8 inch iron rod in the West line of said 21.118-acre tract, also being the East line of said 90.63 acre tract, for an internal corner of the herein described tract;

THENCE South 00°43'15" East, across said ROW, a distance of 120.38 feet to a set 5/8 inch iron rod with cap in the South ROW of said G N RR Company (now Missouri Pacific RR Co.) and an internal corner of the herein described tract;

THENCE South 56°52'15" East, along said South ROW, a distance of 852.06 feet, to a found 5/8 inch iron rod with cap, in the North line of said 68.1723 acres tract;

THENCE South 56°54'33" East, along said cutback and the Southwest line of said I. & G.N. Railroad, a distance of 44.05 feet to a found 5/8 inch iron with cap, marking the Northwest corner of a called 15.6463 acre tract conveyed to Tomball Gun Club, Inc. by deed recorded under CCF No. L547016 OPRRP HCT;

THENCE South 00°03'08" West, along the West line of said 15.6463 acres tract and a called 4.0000 acres tract to Pricila Brown Estate as shown in Harris County Appraisal District, Account No. 041-006-002-0022, a distance of 1759.27 feet to a found 1/2 inch iron rod in the Northeast corner of a called 2.7859 acre easement tract to Houston Lighting and Power Company recorded under CCF No. G985469 OPRRP HCT;

THENCE South 00°04'29" West, along the West line of said 4.0000 acres tract and the East line of said 2.7859 acre easement tract, a distance of 90.20 feet to a set 5/8 inch iron rod, marking the Southwest corner of said 4.0000 acre tract, and the Northwest corner of a called 155.696 acre tract conveyed to Hobby H. McCall Living Trust, recorded under CCF No. P916725 OPRRP HCT;

THENCE South 00°47'42" East, along the West line of said 155.696 acre tract, a distance of 84.46 feet to a found 5/8 inch iron rod in the Southeast corner of said 2.7859 acre easement tract;

THENCE South 00°44'33" East, continuing along said 155.696 acre tract, a distance of 748.41 feet to a found 1/2 inch iron rod with cap, marking the Northeast corner of a called 22.8365 acre tract conveyed to Jack Frey Properties by deed recorded under CCF No. J585122 OPRRP HCT and the most Easterly Southeast corner of the herein described tract;

THENCE North 85°40'01" West, along the North line of said 22.8365 acre tract, a distance of 363.82 feet, to a set 5/8 inch iron rod for the Northwest corner of said 22.8365 acre tract and the internal corner of the herein described tract;

THENCE South 00°38'14" East, along the West line of said 22.8365 acre tract, a distance of 2775.27 feet to a found 1/2 inch iron rod, marking the Southwest corner of said 22.8365 acre tract and the most Southerly Southeast corner of the herein described tract, being in the North ROW line of said Zion Road;

THENCE South 89°29'18" West, along the North ROW line of said Zion Road, a distance of 351.35 feet to a found 1/2 inch pipe, marking the Southeast corner of said 164.7078 acres tract, said pipe being in the North right-of-way (ROW) line of Zion Road, 60' wide ROW);

THENCE South 87°13'11" West, along said ROW, a distance of 39.59 feet to a found 1 inch iron pipe for corner;

THENCE North 00°48'47" West a distance of 1402.26 to a set 5/8 inch iron rod, said point being the Southeast corner of a called 1.334 acre tract conveyed to Raymond L Ulrich by CCF C648757 OPRRP HCT, and now being part of said 19.496 acre tract;

THENCE North 00°53'58" West, along the East line of said 1.334 acre tract, a distance of 99.79 feet, to a found 3 inch iron pipe for corner;

THENCE South 89°12'11" West, along the North line of said 1.334 acre tract, a distance of 565.59 feet, to a found 1 1/2 inch iron pipe for corner;

THENCE South 01°15'42" East, along the West line of said 1.334 acre tract, a distance of 100.16 feet, to a found 1 1/2 inch iron pipe for corner marking the Northeast corner of McKinney PL Subdivision an unrecorded Subdivision;

THENCE South 89°45'36" West, along the North line of said McKinney PL Subdivision, a distance of 134.11 feet to a found 5/8 inch iron rod marking the Southeast corner of a called 19.98 acre tract conveyed to Richard Kinsey by deed recorded under CCF No. S913430 OPRRP HCT;

THENCE North 00°51'43" West, along the East line of said 19.98 acre tract, a distance of 962.95 feet to a found 5/8 inch iron rod marking the Northeast corner of said 19.98 acre tract and an internal corner of the herein described tract;

THENCE South 88°35'00" West, along the North line of said 19.98 acre tract, a distance of 20.10 feet to a found 1 1/2 inch iron rod marking the Southeast corner of the remainder of a called 15.000 acre tract conveyed to Jimmy Adams by deed recorded under CCF No. S832826 OPRRP HCT;

THENCE North 01°29'11" West, along the East line of said 15.000 acre tract, pass at a distance of 2.81 feet a found 5/8 inch iron rod with cap, pass at a distance of 9.77 feet a found 5/8 inch iron rod with cap, and continuing to a total distance of 191.51 feet to a found 5/8 inch iron rod with cap for angle point;

THENCE North 01°01'18" West, along the East line of said 15.000 acre tract, a called 7.500 acre tract conveyed to Samuel Olivo by deed recorded under CCF No. V586304 OPRRP HCT, a called 5.47 acre tract conveyed to Rock Graham by deed recorded under CCF No(s). S971746 and S832827 OPRRP HCT, a called 9.470 acre tract conveyed to Mathew Klein by deed recorded under CCF No. S960728 OPRRP HCT, pass at a distance of 182.21 feet a found 5/8 inch iron with cap in the Southeast corner of said 7.500 acre tract, a distance of 1334.94 feet to a found 2 inch iron pipe marking the Southeast corner of a remainder of a called 10.452 acre tract conveyed to James Kirkman by deed recorded under CCF No. P763144 OPRRP HCT;

THENCE North 00°17'31" West, along the East line of said remainder of a called 10.452 acre tract and Red Oak Terrace an unrecorded subdivision, pass at a distance of 525.61 feet a found 2 inch pipe next to a 5/8 inch iron rod marking the Southeast corner of said Red Oak Terrace Subdivision, pass at a distance of 924.40 feet the Southwest corner of said 2.4546 acre tract, pass at a distance of 1061.61 feet the Northwest corner of said 2.4546 acre tract, and continuing along the West line of said 51.706 acre tract,

to a total distance of 1549.51 feet to a found 2 inch iron pipe for the Northeast corner of said unrecorded subdivision, also being the Southeast corner of said 28.7386 acre tract;

THENCE North 89°35'33" West, along the North line of said Red Oak Terrace Subdivision and the South line of said 28.7386 acre tract, pass at a distance of 141.02 a found 1/2 inch iron rod marking the common North corner of tract 34 of said Red Oak Terrace conveyed to Mick Corporation by deed recorded under CCF J788626 OPRRP HCT and tract 35 conveyed to John W and Connie Page by deed recorded under CCF U436525 OPRRP HCT, pass at a distance of 439.22 a found 3/4 inch iron rod marking the Northwest corner of said tract 35 and a Centerpoint Energy tract, pass at a distance of 521.30 feet the Southeast corner of said 0.9722 acre tract, pass at a distance of 669.38 feet the Southwest corner of said 0.9722 acre tract, pass at a distance of 751.46 feet a found 5/8 inch iron rod marking the common North corner of said Centerpoint Energy tract and tract 40 conveyed to Howard Ellery Gene by deed recorded under CCF H821490 OPRRP HCT, pass at a distance of 870.00 feet a set 5/8 inch iron rod in the East right of way line of Ulrich Road, a 30.00 feet easement recorded in Volume 2379, Page 677 and Volume 2379, Page 657 of the Deed Records of Harris County, Texas, and continuing a total distance of 900.00 feet to a point in the centerline of said Ulrich Road for corner;

THENCE North 01°00'56" West, along the center line of said Ulrich Road a distance of 740.73 feet to a found 2 inch iron pipe for the Southeast corner of said 24.56 acre tract;

THENCE South 89°43'54" West, along the South line of said 24.56 acre tract, along the North line of a called 12 acres tract, conveyed to Lenoir M. Josey Inc., by deed recorded in Volume 5059, Page 234 DR HCT, and a called 12 acres recording information not found a distance of 1404.44 feet to a point from which a found 3 inch pipe bears South 89°43'54" West, 20.00 feet, being in the centerline of Spring Creek;

THENCE the following calls along the centerline of Spring Creek;

North 49°11'52" East, a distance of 64.65 feet to an angle point;

North 21°16'10" East, a distance of 220.98 feet to an angle point;

North 05°08'59" West, a distance of 119.99 feet to an angle point;

North 35°37'40" East, a distance of 75.85 feet to an angle point;

North 21°46'34" West, a distance of 157.84 feet to an angle point;

North 33°54'38" East, a distance of 63.77 feet to a point for corner, being in the South line of said 13 acre tract;

THENCE North 89°51'55" East, along the South line of said 13 acre tract, a distance of 1254.53 feet to the **POINT OF BEGINNING** and containing a computed 232.8801 acres (10,144,254 square feet) of land.

Prepared by:
Town and Country Surveyors
25307 North Freeway, IH 45 N
The Woodlands TX, 77380
Phone (281) 465-8730
Fax (281) 465-8731

David J. Strauss, RPLS 4833
Job No. 0451-0001
September 21, 2007

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Council Item Information Sheet – Service and Assessment Plan/Section One Assessment Roll for Public Improvement District Number Three (Reserve at Spring Lakes Subdivision)

Action Requested

Approval of the Service and Assessment Plan for Public Improvement District Number Three and approval of the Section One Assessment Roll.

Information

Public infrastructure improvements are underway for the Reserve at Spring Lakes Subdivision within Public Improvement District Number Three created by the City in 2009. Per Chapter 372 of the Local Government Code, a Service and Assessment Plan must be approved by City Council prior to levying the assessments. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a portion of the public improvement costs based on the size of the property. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot category. The total, one-time assessment per lot category is specified in the plan as well as the annual installment (financed assessment rate at 5.25% annual interest) as follows:

<u>Reserve at Spring Lakes Lot Categories (By Size)</u>	<u>Total Assessment (Principal)</u>	<u>Financed Assessment (Annual Payment)</u>
1.) Up to 1.5 Acres	\$45,929.08	\$4,500.00
2.) 1.5 Acres to 2.0 Acres	\$68,893.62	\$6,750.00
3.) 2.0 Acres to 3.0 Acres	\$91,858.15	\$9,000.00
4.) 3.0 Acres and Larger	\$114,822.69	\$11,250.00

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.

The assessments are formulated to reimburse the developer for 50% of the public infrastructure costs of the development plus interest while staying at or below the equivalent of a \$0.90 tax rate on a project wide basis. For illustration, the attached amortization schedule details the amortization for a Lot Category 1 property. It is estimated that the average price of the homes to be constructed on Lot Category 1 properties will be \$500,000. The annual assessment payment for the Lot Category 1 is \$4,500, or the equivalent of a \$0.90 tax rate on a \$500,000 home.

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

The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted.

TOMBALL PID THREE EXAMPLE AMORTIZATION SCHEDULE

AMORTIZATION SCHEDULE BY LOT CATEGORY

LOT	
CATEGORY	1
Duration (in years)	15
Interest Rate	5.25%
Annual Payment	
Amount	\$4,500.00
Total Lifetime Payments	\$67,500.00
Total	
Principal	\$45,929.08
Total Interest	\$21,570.92

	Payment	Principal	Interest	Payment	Principal Balance
					\$45,929.08
1		\$2,088.72	\$2,411.28	\$4,500.00	\$43,840.36
2		\$2,198.38	\$2,301.62	\$4,500.00	\$41,641.97
3		\$2,313.80	\$2,186.20	\$4,500.00	\$39,328.18
4		\$2,435.27	\$2,064.73	\$4,500.00	\$36,892.91
5		\$2,563.12	\$1,936.88	\$4,500.00	\$34,329.78
6		\$2,697.69	\$1,802.31	\$4,500.00	\$31,632.10
7		\$2,839.32	\$1,660.69	\$4,500.00	\$28,792.78
8		\$2,988.38	\$1,511.62	\$4,500.00	\$25,804.40
9		\$3,145.27	\$1,354.73	\$4,500.00	\$22,659.13
10		\$3,310.40	\$1,189.60	\$4,500.00	\$19,348.74
11		\$3,484.19	\$1,015.81	\$4,500.00	\$15,864.55
12		\$3,667.11	\$832.89	\$4,500.00	\$12,197.44
13		\$3,859.63	\$640.37	\$4,500.00	\$8,337.80
14		\$4,062.27	\$437.73	\$4,500.00	\$4,275.53
15		\$4,275.53	\$224.47	\$4,500.00	\$0.00
TOTAL		\$45,929.08	\$21,570.92	\$67,500.00	

Regular City Council

Agenda Item

Meeting Date: July 2, 2012

Data Sheet

Topic:

Adopt, on Second Reading, Ordinance No. 2012-16, an Ordinance of the City of Tomball, Texas, Amending Its Comprehensive Zoning Ordinance by Granting a Conditional Use Permit Amendment to K. E. Jams Investments, Inc., to Expand a "Recreational Vehicle Park"; Being an Approximately 23.74 Acre Site, and Being Legally Described as Lot 168, Amending Plat of Tomball Outlots, generally located on the Westerly Side of South Cherry Street, Northerly of Agg Road at 1402 South Cherry Street, Tomball, Texas; Providing Requirements and Conditions for This Conditional Use Permit Amendment; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not To Exceed Two Thousand Dollars for Violations Hereof; and Providing for Severability

Background:

On November 29, 2011, the City of Tomball received a CUP application and request letter from Mike O'Brien on behalf of K.E. Jams Investments, Inc. requesting an amendment to CUP #1 to expand Corral R.V. Park. The concept plan submitted on May 11, 2012 proposes 50 additional R.V. pads being constructed on the northern portion of the site, 24 foot drive aisles to service the new R.V. pads, landscaping, a designated 21,200 square foot recreational area, and a 6 foot wooden fences around the property.

On June 11, 2012, the Planning & Zoning Commission, after conducting a public hearing on this request, voted to recommend approval of Zoning Case P11-383. On June 18, 2012, Council adopted Ordinance No. 2012-16 on First Reading.

Origination:

K.E. Jams Investments, Inc.

Recommendation:

In its formal recommendation to City Council, the Planning and Zoning Commission voted to recommend approval of Zoning Case P11-383 with the following conditions of approval: (1) CUP #1 shall not be enlarged or extended beyond what is shown on the approved concept plan without the approval of the City of Tomball of a revised concept plan or new CUP; (2) RV pads shall not be utilized until all the proposed site improvements are completed as shown on the concept plan; (3) the trees proposed on the concept plan for the new R.V. pads shall be 4 inches in caliper and 7 feet tall at time of planting per Section 40 of the Tomball Zoning Ordinance; and (4) the site will be required to adhere to Section 42 ("Screening, Buffering and Fencing Requirements") of the Tomball Zoning Ordinance.

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:

Ordinance No. 2012-16

Property Owner Notification Letter

P11-393 Staff Report

P11-383 Public Comment Forms

Notice of Public Hearing

ORDINANCE NO. 2012-16

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY GRANTING A CONDITIONAL USE PERMIT AMENDMENT TO K. E. JAMS INVESTMENTS, INC., TO EXPAND A "RECREATIONAL VEHICLE PARK"; BEING AN APPROXIMATELY 23.74 ACRE SITE, AND BEING LEGALLY DESCRIBED AS LOT 168, AMENDING PLAT OF TOMBALL OUTLOTS, GENERALLY LOCATED ON THE WESTERLY SIDE OF SOUTH CHERRY STREET, NORTHERLY OF AGG ROAD AT 1402 SOUTH CHERRY STREET, TOMBALL, TEXAS; PROVIDING REQUIREMENTS AND CONDITIONS FOR THIS CONDITIONAL USE PERMIT AMENDMENT; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED TWO THOUSAND DOLLARS FOR VIOLATIONS HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, K. E. Jams Investments, Inc. has made application for a Conditional Use Permit amendment to allow the expansion of a "Recreational Vehicle Park" land use at Corral Recreational Vehicle Park. The property is an approximately 23.74 acre site located at 1402 South Cherry Street, legally described as Lot 168, Amending Plat of Tomball Outlots, and generally located on the westerly side of South Cherry Street, northerly of Agg Road; and

WHEREAS, the Property presently has a zoning classification of Manufactured Home Park District and Conditional Use Permit #1, pursuant to the Comprehensive Zoning Ordinance of the City; and

WHEREAS, the Owner of the Property has presented an application to the City to amend Conditional Use Permit #1 to allow the expansion of a "Recreational Vehicle Park" land use at Corral Recreational Vehicle Park; and

WHEREAS, the Planning & Zoning Commission of the City, after notice and hearing as required by law, has recommended that the City Council grant the amendment to Conditional Use Permit #1 subject to the terms and conditions contained in the final report of said Commission; and,

WHEREAS, the City Council, following notice and hearing as required by law, concurs with the recommendation of the Planning & Zoning Commission that such conditional use permit amendment should be granted subject to the terms and conditions contained herein; now, therefore,

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

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

Section 2. A Conditional Use Permit amendment to allow the expansion of a "Recreational Vehicle Park" land use at Corral Recreational Vehicle Park to K. E. Jams Investments, Inc. at 1402 South Cherry Street, Tomball, Texas, in accordance with the application and concept plan (Exhibit "A") submitted to the Planning & Zoning Commission on June 11, 2012 and subject to the terms and conditions set forth below, is hereby granted to K. E. Jams Investments, Inc.

Section 3. The Official Zoning District Map of the City shall be revised and amended to show the amendment to Conditional Use Permit #1 authorized hereby for the Property as provided in Section 2 hereof, with the appropriate references thereon to the number and effective date of this Ordinance and a brief description of the nature of the Conditional Use Permit amendment authorized.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the amendment to Conditional Use Permit #1 as herein provided.

Section 5. The amendment to Conditional Use Permit #1 granted hereby shall be null and void after the expiration of two (2) years from the date of adoption hereof unless the Property is being used in accordance with the Conditional Use Permit amendment herein authorized within said two-year period, or unless an extension of time is approved by City Council.

Section 6. The Conditional Use Permit amendment authorized and permitted hereby shall be, and is, subject to the following additional limitations, restrictions, and conditions:

1. CUP #1 shall not be enlarged or extended beyond what is shown on the approved concept plan without the approval of a revised concept plan or new CUP.
2. The new R.V. pads shall not be utilized until all the proposed site improvements are completed as shown on the concept plan.
3. The trees proposed on the concept plan for the new R.V. pads shall be 4 inches in caliper and 7 feet tall at time of planting per Section 40 of the Tomball Zoning Ordinance.
4. The site will be required to adhere to Section 42 ("Screening, Buffering and Fencing Requirements") of the Tomball Zoning Ordinance.

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

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 18TH DAY OF JUNE 2012.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN BROWN	<u>ABSENT</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN DODSON	<u>AYE</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 2ND DAY OF JULY 2012.

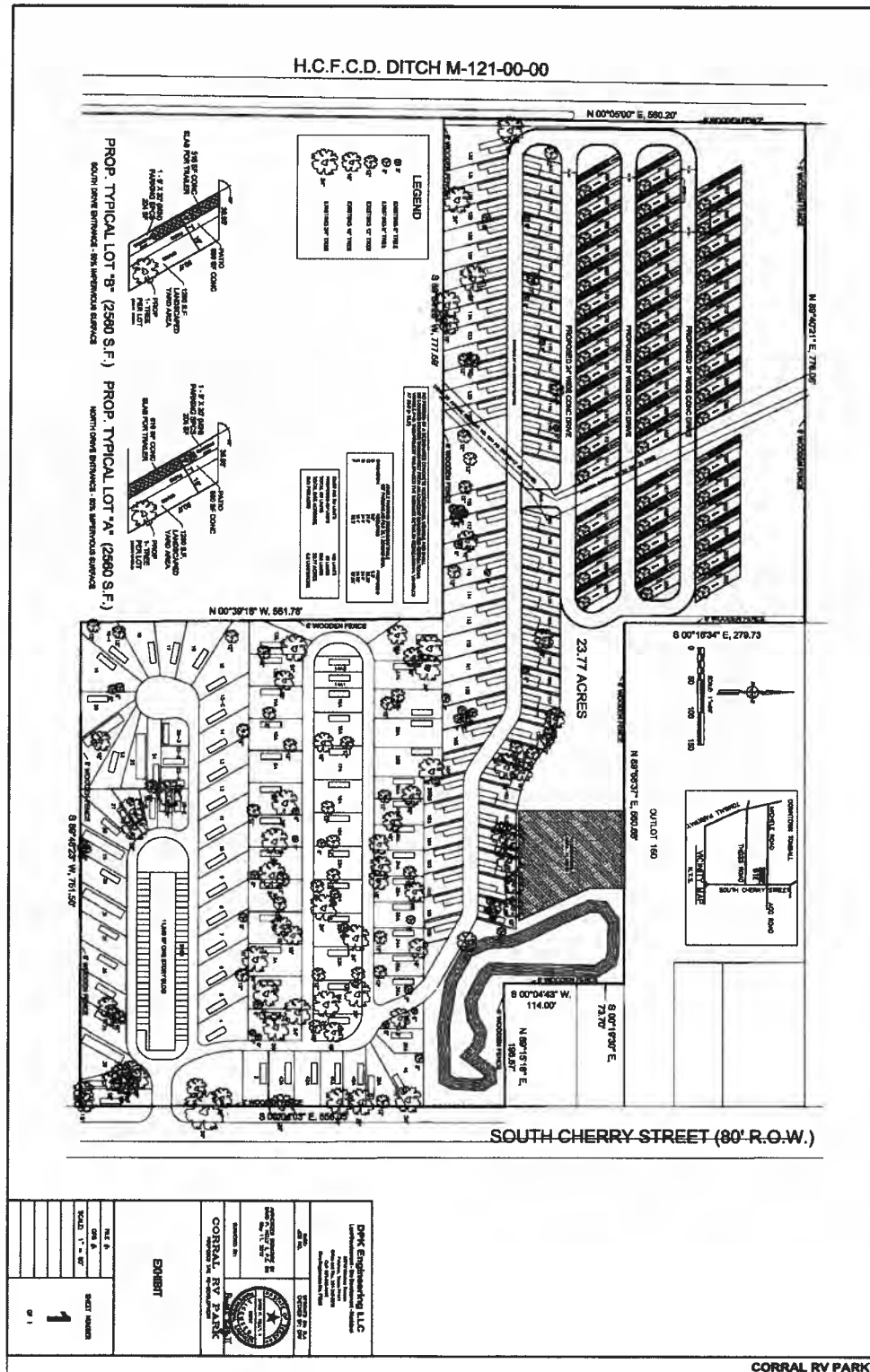
COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

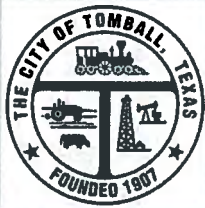
Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Exhibit "A" Concept Plan





Community Development Department

Notice of Public Hearing

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

CASE NUMBER: P11-383

APPLICANT: K.E. Jams Investments, Inc.

LOCATION: Westerly of South Cherry Street,
northerly of Agg Road

PROPOSAL: Request by K.E. Jams Investments, Inc. to amend Conditional Use Permit #1 by expanding the "Recreational Vehicle Park" land use at Corral Recreational Vehicle Park.

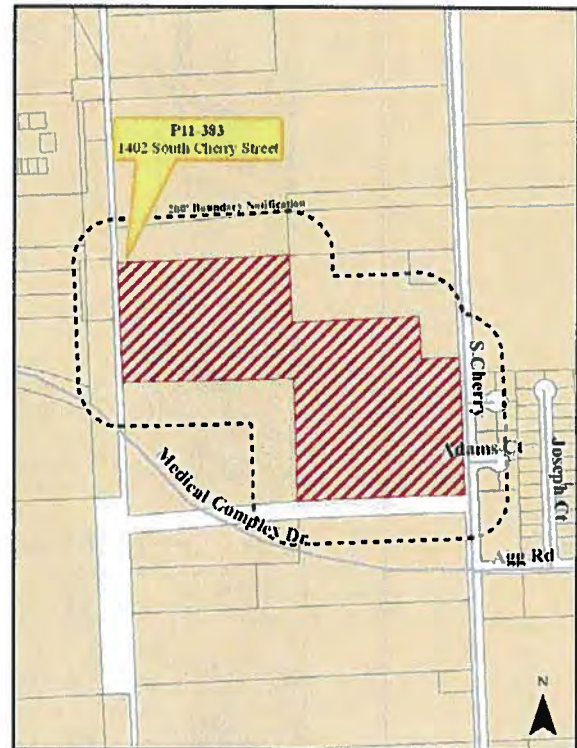
CONTACT: Rodney Schmidt

PHONE: (281) 290-1410

E-MAIL: rschmidt@ci.tomball.tx.us

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

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



**Planning & Zoning Commission
Public Hearing:**

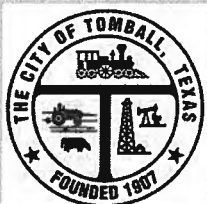
Monday, June 11, 2012, 6:00 PM

City Council Public Hearing:

***Monday, June 18, 2012, 6:00 PM**

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

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



Conditional Use Permit Staff Report

Planning & Zoning Commission Hearing Date: June 11, 2012

Rezoning Case: P11-383

Property Owner(s): K.E. Jams Investments, Inc.

Applicant(s): K.E. Jams Investments, Inc.

Legal Description: Lot 168, Amending Plat of Tomball Outlots

Location: Generally located on the westerly side of South Cherry Street, northerly of Agg Road

Area: 23.7 acres

Present Zoning and Use: Manufactured Home Park District and Conditional Use Permit #1 / Corral R.V. Park

Comp Plan Designation: Mixed Use

Proposed Use: Corral R.V. Park

Request: Amendment to Conditional Use Permit #1 to allow the expansion of Corral R.V. Park

Adjacent Zoning and Land Uses:

North:	SF-20-E, Commercial, and Light Industrial Districts / Single-family residences, RK Cable (commercial), and DICAR (industrial)
South:	Agricultural District / Undeveloped
West:	Agricultural and Commercial Districts / M-121 West drainage channel, undeveloped, and medical offices
East:	SF-6, SF-20-E, and General Retail Districts / South Cherry Street, single-family residences, undeveloped land, gasoline station

BACKGROUND

The subject site is legally described as Lot 168, Amending Plat of Tomball Outlots totaling approximately 23.7 acres. The site is located on the westerly side of South Cherry Street, northerly of Agg Road, is developed with an R.V. park (Exhibit "A"), and is zoned Manufactured Home Park District and Conditional Use Permit #1 (Exhibit "B").

On November 29, 2011, the City of Tomball received a CUP application (Exhibit "C") and request letter (Exhibit "D"), from Mike O'Brien on behalf of K.E. Jams Investments, Inc. requesting an amendment to CUP #1 to expand Corral R.V. Park. The applicant stated in the CUP request letter, "In order to keep up with the growth of City of Tomball I am reviewing to add an additional 30+/- RV Pads to Corral RV Park. This will help City of Tomball to handle family emergencies from hurricanes to the most recent wild fires from people being evacuated/losing their homes plus in

helping families with RV's for a place to stay for medical treatment from the growth of the new medical facilities we now have.”

The concept plan submitted on May 11, 2012 proposes 50 additional R.V. pads being constructed on the northern portion of the site, 24 foot drive aisles to service the new R.V. pads, landscaping, a designated 21,200 square foot recreational area, and a 6 foot wooden fences around the property (Exhibit “E”).

With the 50 additional R.V. pads, the total number of pads will total 209 or 8.8 pads/acre. Section 46-64 (“Technical and Physical Requirements”) of the Tomball Code of Ordinances states, “The total number of units within a recreational vehicle park shall not exceed 15 per acre.”

ANALYSIS

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

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

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

The Comprehensive Plan identifies the subject site as “Mixed Use” (Exhibit “F”). It states “Mixed Use is intended to include a mix of office, retail/commercial, and high density residential uses in a master planned, integrated manner. These uses may be located within a development, either horizontally or vertically in form. This may be accomplished on single or multiple parcels of land as long as the site is planned and developed as one integrated project. It is envisioned that Mixed Use designations will ultimately be located in areas with multimodal transportation access to support the intensity of development.”

The R.V. park land use is not consistent with the Comprehensive Plan’s future land use map designation of “Mixed Use.” However, the applicant is not requesting a change in land use, but rather an expansion of the conditional use permit granted by the City of Tomball with the adoption of the Tomball Zoning Ordinance (Ord. 2008-01) in February 2008.

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

The proposed use and concept plan are generally consistent with the Tomball Zoning Ordinance and Chapter 46 (“Manufactured Homes, Mobile Dwelling Structures, and Recreational Vehicles”) of the Tomball Code of Ordinances.

- 3. The proposed use meets all supplemental standards specifically applicable to the use as set forth in the zoning ordinance;**

Should the CUP application be approved, the applicant will be required to submit a full set of civil plans to the City of Tomball for review and approval. The plans must exhibit compliance with all applicable ordinances, including but not limited to paving, detention, curbing, landscaping, fire access, etc.

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

To the north of the subject site are single-family residences, RK Cable (commercial), and DICAR (industrial) in the SF-20-E, Commercial, and Light Industrial Districts, respectively; to the south is undeveloped land in the Agricultural District; to the west is the City of Tomball's M121 West drainage channel, undeveloped land, and medical offices in the Agricultural and Commercial Districts; and to the east is South Cherry Street, single-family residences, undeveloped land, and a gasoline station in the SF-6, SF-20-E, and General Retail Districts. See site photos below (Exhibit "G").

Given the proposed R.V pads/acre density, setbacks, and 6 foot fence shown on the concept plan, the proposed expansion of Corral R.V. Park is not anticipated to harm the character or integrity of the adjacent developments.

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

The proposed amendment to CUP #1 is not anticipated to be detrimental to the public health, safety, convenience, and welfare, or result in material damage or prejudice to other properties in the vicinity.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on May 30, 2012 and, as of the writing of this report, no public comments were received.

RECOMMENDATION

That the Planning & Zoning Commission recommend:

1. APPROVAL of Zoning Case P11-383, with conditions, based on the following:
 - a. The proposed use and concept plan are generally consistent with the Tomball Zoning Ordinance and Chapter 46 ("Manufactured Homes, Mobile Dwelling Structures, and Recreational Vehicles") of the Tomball Code of Ordinances.
 - b. The proposed amendment to CUP #1 is not anticipated to be detrimental to the public health, safety, convenience, and welfare, or result in material damage or prejudice to other properties in the vicinity.
2. APPROVAL of the staff report as the Planning & Zoning Commission's final recommendation to the City Council.

RECOMMENDED CONDITIONS OF APPROVAL

Section 37.1.A of the Zoning Ordinance allows the City to impose certain conditions on a CUP request in order to mitigate “external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood.” As such, the following conditions of approval are recommended:

1. CUP #1 shall not be enlarged or extended beyond what is shown on the approved concept plan without the approval of the City of Tomball of a revised concept plan or new CUP.
2. The new R.V. pads shall not be utilized until all the proposed site improvements are completed as shown on the concept plan.
3. The trees proposed on the concept plan for the new R.V. pads shall be 4 inches in caliper and 7 feet tall at time of planting per Section 40 of the Tomball Zoning Ordinance.
4. The site will be required to adhere to Section 42 (“Screening, Buffering and Fencing Requirements”) of the Tomball Zoning Ordinance.

EXHIBITS

- A. Aerial Photo
- B. Zoning Map
- C. CUP Application
- D. CUP Request Letter
- E. Concept Plan
- F. Comprehensive Plan Future Land Use Map
- G. Site Photos

Exhibit "A"
Aerial Photo



Exhibit "B"
Zoning Map

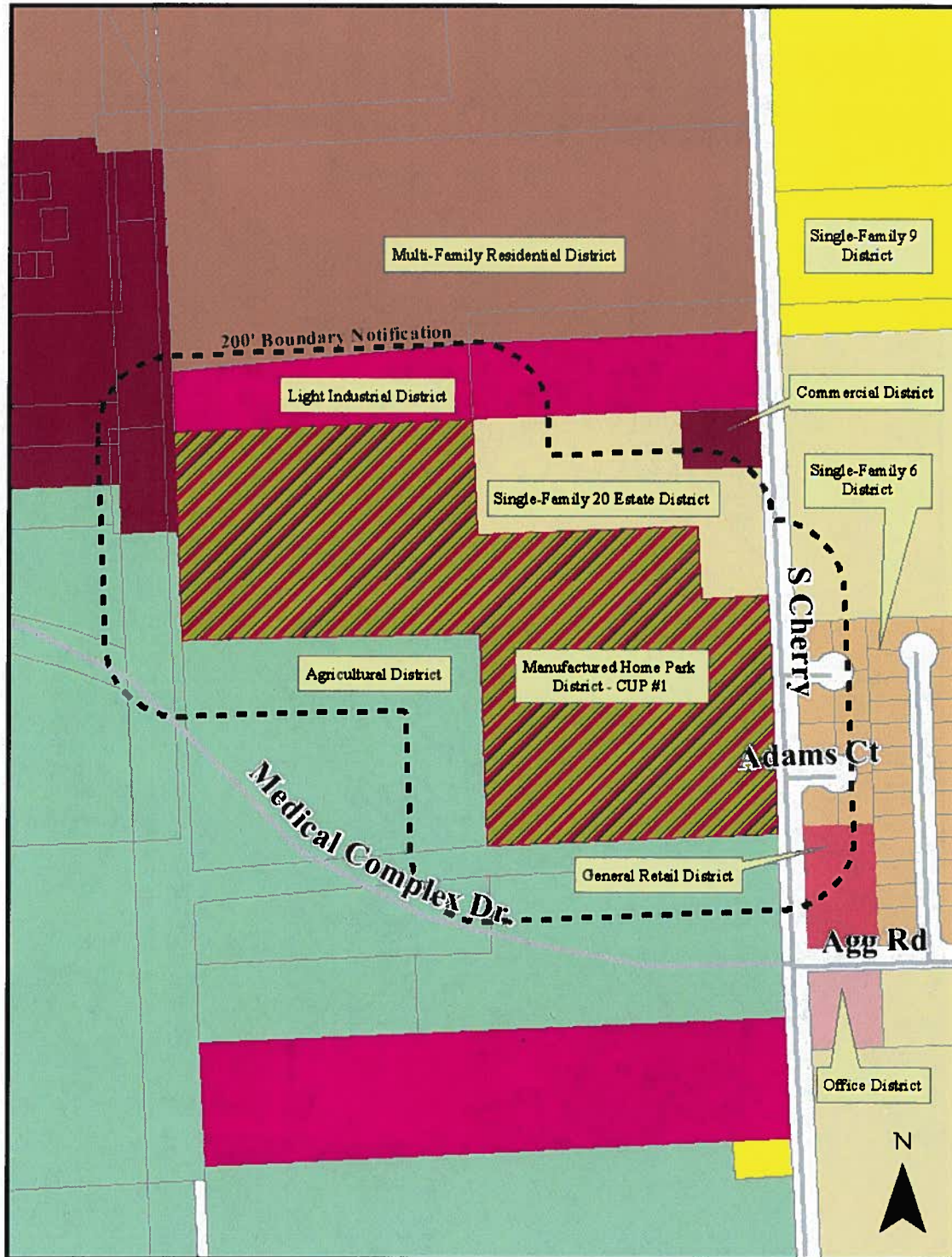


Exhibit "C"
CUP Application

Revised 1/20/09



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



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

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

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

Applicant
Name: Mike O'Brien Title: President
Mailing Address: 11767 Quail Creek City: Houston State: TX
Zip: 77070
Phone: (281) 557-1821 Fax: (281) 205-1130 Email: mob@houstonrvpark.com

Owner
Name: K. E. Jams Investments / Coral RV Title: _____
Mailing Address: 1402 South Cherry City: Tomball State: TX
Zip: 77375
Phone: (281) 351-2261 Fax: (281) 351-2264 Email: CoralRV@CoralRVPark.com

Engineer/Surveyor (if applicable)
Name: David Broussard Title: _____
Mailing Address: 17527 Hawkins Lane City: Tomball State: TX
Zip: 77375
Phone: (281) 732-0464 Fax: () Email: _____

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

www.ci.tomball.tx.us

Description of Proposed Project: COVIAL RV PARK (EXPANSION)

Physical Location of Property: 1402 South Cherry Tomball TX.

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

Legal Description of Property: LT 168 Tomball Outlots Amend

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 035 286 0000168 Acreage: 24 Acres

Current Use of Property: RV. PARK

Proposed Use of Property: RV PARK (EXPANSION)

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

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

☒ Mike O'Brien 10/23/11
Signature of Applicant Date

☒ Mike O'Brien 10/23/11
Signature of Owner Date

Mike O'Brien

Exhibit "D"
CUP Request Letter

To: City Of Tomball

Date: Sept. 16, 2011

Att: City Manager

Att: George Shackelford

From: Corral RV Park

1402 South Cherry

Tomball TX

RE: Expansion of Corral RV Park

In order to keep up with the growth of City of Tomball I am reviewing to add an additional 30+/- RV Pads to Corral RV Park. This will help City of Tomball to handle family emergencies from hurricanes to the most recent wild fires from people being evacuated/losing their homes..... plus in helping families with RV's for a place to stay for medical treatment from the growth of the new medical facilities we now have.

I am asking to review the city ordinances for the expansion of Corral RV Park located at 1402 South Cherry Street. I have met with the city engineering group and they requested for me to meet with the city manager to review the points below to see what type of action we should/could take.

- 1) Re: to ordinances: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles : Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements parag. J line 1 Distance to adjacent Unit Boundary. No portion of a pad shall be located nearer than 20 feet from a unit boundary.

Request to change this line to: no portion of a RV designated parking pad shall be located nearer than 20 feet from each adjacent RV designated parking pad. Additional concrete pad space for vehicle parking and or outdoor tables will not be considered as part of the RV designated parking pad. This includes but no limited if the concrete pad is continuous.

The interpretation of the ordinance now above states that the RV must be minimum 40 feet apart plus the 9 foot width RV parking area of the pad. If you add the additional parking and the picnic tables to the concrete pad then the RV's would be 50 to 60 feet apart(a house requires only 10 feet apart) Making less available pads and making it cost prohibiting.

- 2) Re: to ordinance: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles : Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements parag. (a) Unit size. No unit shall be less than 2500 square feet in area. Each unit shall include a concrete pad, which shall have a minimum size of nine feet by 40 feet, or 360 square feet, for the placement of each recreational vehicle.

Request to change /s/ . "each unit shall include a designated area on the concrete pad for the parking/location of the RV incase the pad is a continuous concrete pad,"

- 3) page 168: Sec. 45 DEFINITIONS: 45.2 definitions: Recreational vehicle (RV) park/Campground restricting the stay of a RV to only 90 days. But to remove the length of time to make it unlimited. There are two groups of people i have found that stay longer than the 90 days. The older generation but young at heart (our motto)....that has left their house and live permanently in RV'sPlus as we call them "Winter Texans" who come to Tomball in the Oct. time and leave March time to go back north.

As of now these are the main points I have found that need to be review to move forward. I do have engineered expansion drawings I had completed a few years ago for your review. The City of Tomball engineering group had stated about using CUP; Text amendments; and possible other vehicles for the changes if they meet City of Tomball approvals. If additional information is required or if I can be of any help please call me on my cell phone at 713-557-1821 or the Corral RV Park office at 281-351-2761

Regards



Mike OBrien

President

KE JAMS inv.

Corral RV Park

1402 South Cherry

Tomball TX. 77375

Off.281-351-2761 fax 281-351-2764

E-mail: mob@houstonrvpark.com

Exhibit "E" Concept Plan

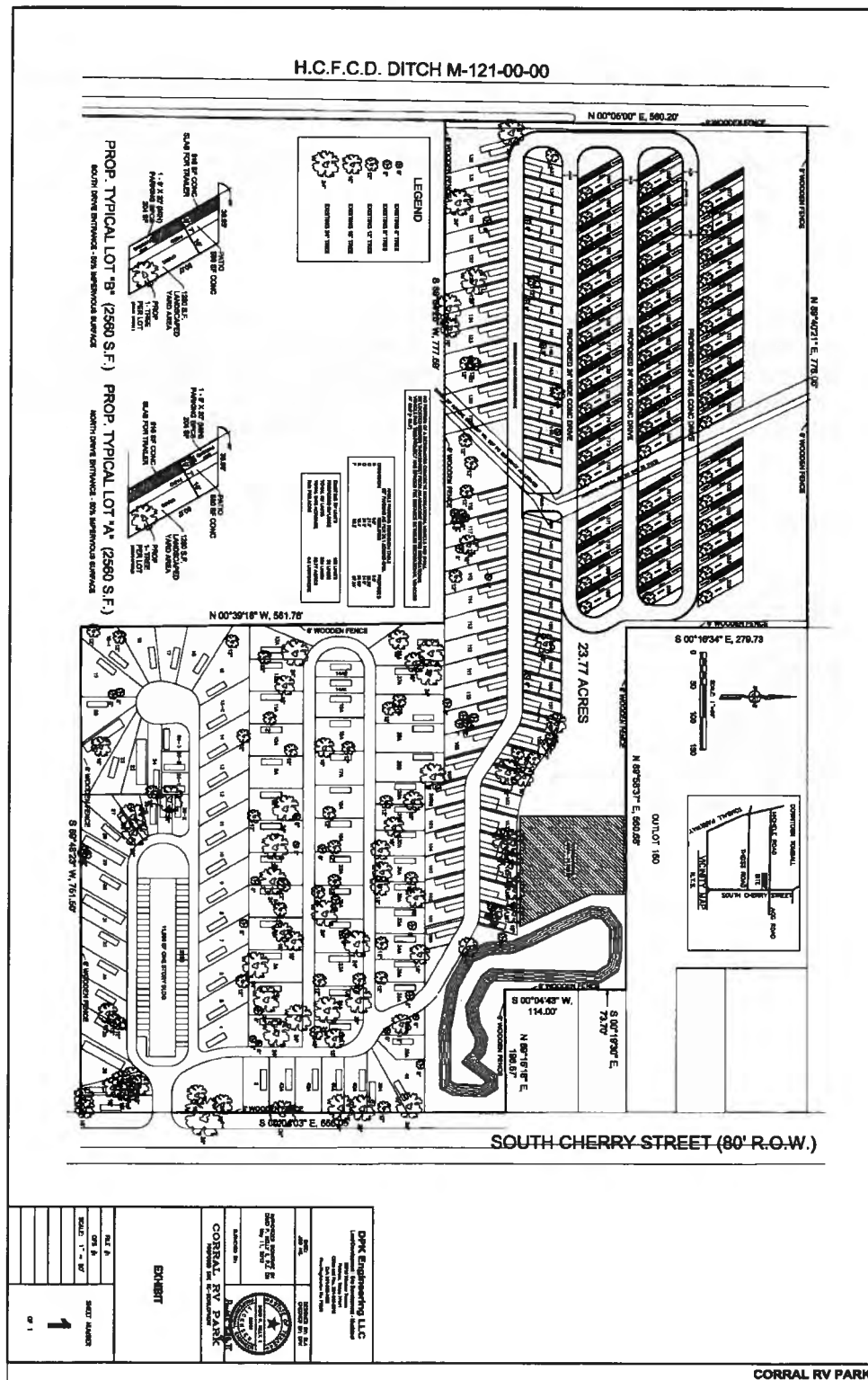


Exhibit "F"
Comprehensive Plan Future Land Use Map

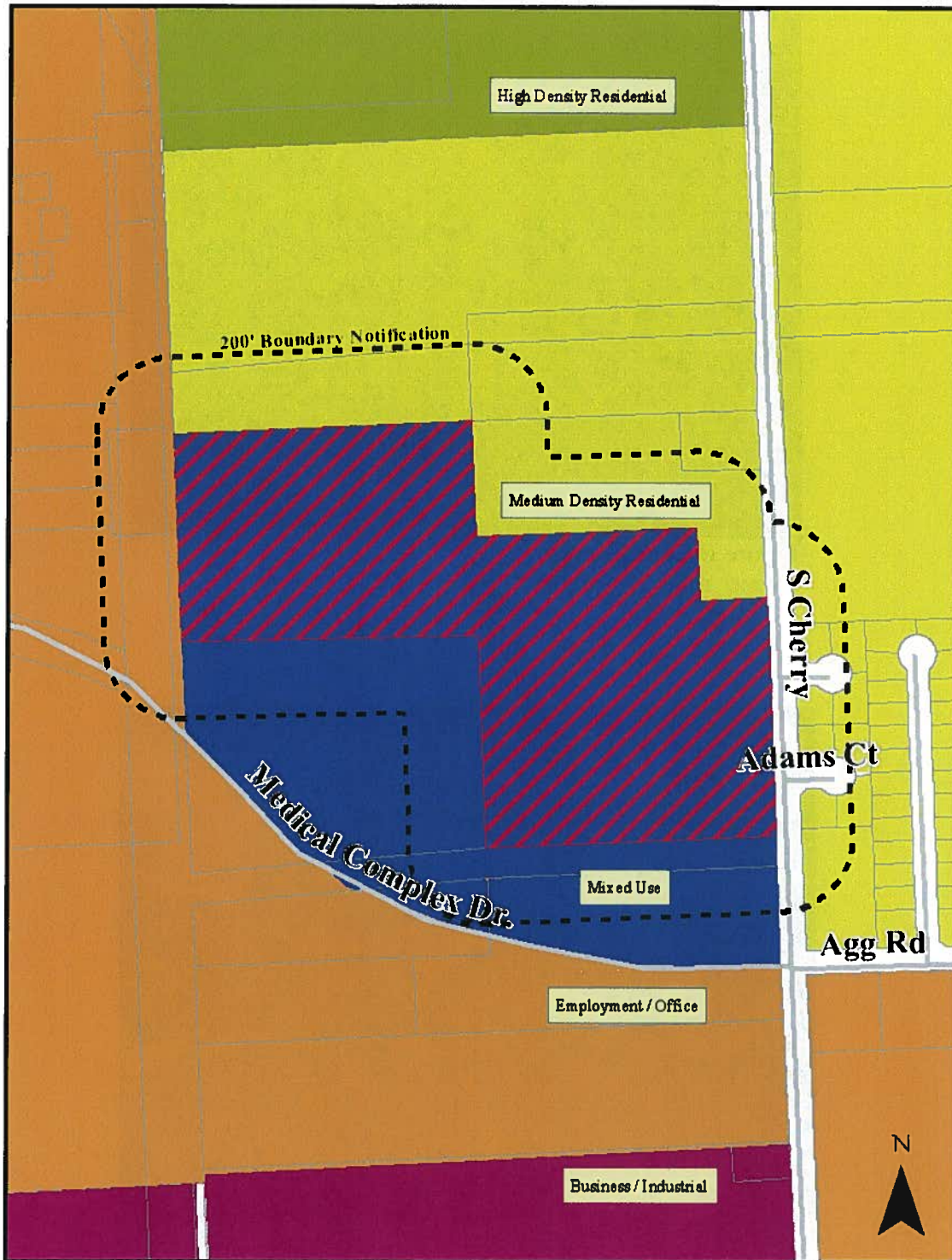


Exhibit "G"
Site Photos



Figure 1: Subject site.
Source: maps.google.com



Figure 2: Single-family residences to the north.
Source: maps.google.com



Figure 3: RK Cable (left) and DICAR (right) to the north.
Source: maps.google.com



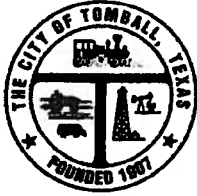
Figure 4: Medical offices and undeveloped land to the west.
Source: maps.google.com



Figure 5: Single-family residences to the east.
Source: maps.google.com



Figure 6: Gasoline station to the east.
Source: maps.google.com



Public Comment Form

(Please type or use black ink)

All submitted forms will become a part of the public record.

Please return to:

City of Tomball
Community Development Department
Attn: Rodney Schmidt
501 James Street
Tomball, TX 77375

Name:

(please print)

Address:

Signature:

Date:

Tasha Lopez and Christopher Lopez

1402 South Street

#130

Tasha Lopez

6/19/12

I am **FOR** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

I am **AGAINST** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

Date, Location & Time of Planning & Zoning Commission meeting:

Monday, June 11, 2012, 6:00 PM

City Council Chambers of the City of Tomball, City Hall

401 Market Street, Tomball, Texas

Date, Location & Time of City Council meeting:

Monday, June 18, 2012, 6:00 PM

City Council Chambers of the City of Tomball, City Hall

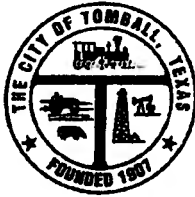
401 Market Street, Tomball, Texas

COMMENTS:

You may also comment via email to rschmidt@ci.tomball.tx.us.

Please reference the Zoning Case number in the subject line.

For questions regarding this request please call 281-290-1410.



Community Development Department

Public Comment Form

(Please type or use black ink)

All submitted forms will become a part of the public record.

Please return to:

City of Tomball
Community Development Department
Attn: Rodney Schmidt
501 James Street
Tomball, TX 77375

Name:

BRYAN LITTLETON

(please print)

Address:

1402 S. CHERRY ST.

26-1

Signature:

[Handwritten Signature]

Date:

6-9-2012

☒

I am **FOR** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

☐

I am **AGAINST** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

Date, Location & Time of **Planning & Zoning Commission** meeting:

Monday, June 11, 2012, 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

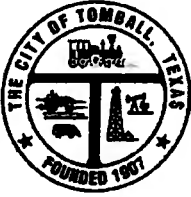
Date, Location & Time of **City Council** meeting:

Monday, June 18, 2012, 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS:

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Please return to:

City of Tomball
Community Development Department
Attn: Rodney Schmidt
501 James Street
Tomball, TX 77375

Name:

THOMAS J. YETMAN

(please print)

Address:

1402 S CHERRY ST #31A

TOMBALL, TX 77375

Signature:

[Handwritten Signature]

Date:

6-8-2012

☒

I am **FOR** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

☐

I am **AGAINST** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

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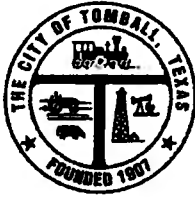
401 Market Street, Tomball, Texas

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Please return to:

City of Tomball
Community Development Department
Attn: Rodney Schmidt
501 James Street
Tomball, TX 77375

Name:

(please print)

Address:

Signature:

Date:

Bill Prendergast
13542 Marblepoint Lane
Cypress, TX - 77429
Bill Prendergast
6-9-2012



I am **FOR** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)



I am **AGAINST** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

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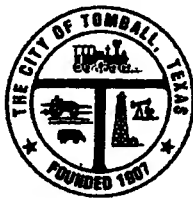
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Please return to:

City of Tomball

Community Development Department

Attn: Rodney Schmidt

501 James Street

Tomball, TX 77375

Name:

Billie Jo Makofski

(please print)

Address:

29611 Inverness Dr.

Magnolia Tx 77354

Signature:

Billie Jo Makofski

Date:

6/9/12



I am **FOR** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

I am **AGAINST** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

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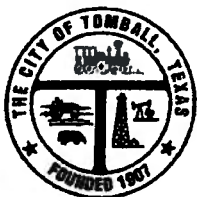
401 Market Street, Tomball, Texas

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Please return to:

City of Tomball
Community Development Department
Attn: Rodney Schmidt
501 James Street
Tomball, TX 77375

Name:

JAMES T POTTER

(please print)

Address:

1402 SOUTH CHERRY ST TRLR 164
TOMBALL TEXAS 77375

Signature:

James T. Potter

Date:

6-17-2012



I am **FOR** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)



I am **AGAINST** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

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Monday, June 11, 2012, 6:00 PM

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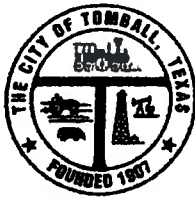
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401 Market Street, Tomball, Texas

COMMENTS:

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For questions regarding this request please call 281-290-1410.



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Please return to:

City of Tomball
Community Development Department
Attn: Rodney Schmidt
501 James Street
Tomball, TX 77375

Name:

(please print)

Address:

Signature:

Date:

Jodi Fish
1402 S. Cherry St #16
Tomball, TX 77375
Jodi Fish
6-7-12



I am **FOR** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)



I am **AGAINST** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

Date, Location & Time of Planning & Zoning Commission meeting:

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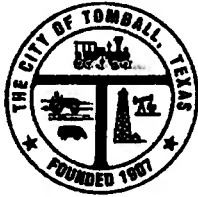
Date, Location & Time of City Council meeting:

Monday, June 18, 2012, 6:00 PM

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COMMENTS:

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Please return to:

City of Tomball
Community Development Department
Attn: Rodney Schmidt
501 James Street
Tomball, TX 77375

Name:

(please print)

Address:

Signature:

Date:

Kaitlin O'Brien
11767 Quail Creek Drive
Houston, TX
Kaitlin O'Brien
6/6/12

I am **FOR** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

I am **AGAINST** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

Date, Location & Time of **Planning & Zoning Commission** meeting:

Monday, June 11, 2012, 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

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COMMENTS:

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Please return to:

City of Tomball

Community Development Department

Attn: Rodney Schmidt

501 James Street

Tomball, TX 77375

Name:

(please print)

Address:

Signature:

Date:

Richards Rice
1404 S Cherry St
Tomball, TX 77325
6-5-12



I am **FOR** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)



I am **AGAINST** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

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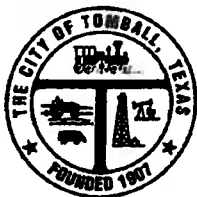
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COMMENTS:

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Please reference the Zoning Case number in the subject line.

For questions regarding this request please call 281-290-1410.



Community Development Department

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Please return to:

City of Tomball

Community Development Department

Attn: Rodney Schmidt

501 James Street

Tomball, TX 77375

Name:

(please print)

Address:

Signature:

Date:



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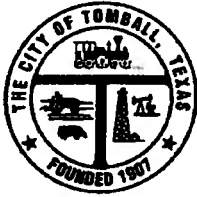
City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS:

You may also comment via email to rschmidt@ci.tomball.tx.us.

Please reference the Zoning Case number in the subject line.

For questions regarding this request please call 281-290-1410.



Community Development Department

Public Comment Form

(Please type or use black ink)

All submitted forms will become a part of the public record.

Please return to:

City of Tomball
Community Development Department
Attn: Rodney Schmidt
501 James Street
Tomball, TX 77375

Name: DAVIE Koschel
(please print)
Address: 1402 S Cherry St #24
Tomball, TX 77375
Signature: D. Koschel
Date: June 5, 2012

☒

I am **FOR** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

☐

I am **AGAINST** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

Date, Location & Time of Planning & Zoning Commission meeting:

Monday, June 11, 2012, 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

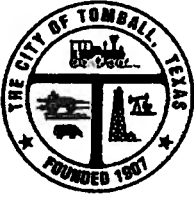
Date, Location & Time of City Council meeting:

Monday, June 18, 2012, 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

COMMENTS:

You may also comment via email to rschmidt@ci.tomball.tx.us.
Please reference the Zoning Case number in the subject line.
For questions regarding this request please call 281-290-1410.



Community Development Department

Public Comment Form

(Please type or use black ink)

All submitted forms will become a part of the public record.

Please return to:

City of Tomball
Community Development Department
Attn: Rodney Schmidt
501 James Street
Tomball, TX 77375

Name: Susan Cannon
(please print)
Address: 1402 S. CHERRY ST #35A
TOMBALL TX 77375
Signature: Susan A. Cannon
Date: 06-04-12



I am **FOR** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

I am **AGAINST** the requested conditional use permit as explained on the attached public notice for Zoning Case P11-383. (Please state reasons below)

Date, Location & Time of Planning & Zoning Commission meeting:

Monday, June 11, 2012, 6:00 PM

City Council Chambers of the City of Tomball, City Hall
401 Market Street, Tomball, Texas

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Monday, June 18, 2012, 6:00 PM

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**NOTICE OF PUBLIC HEARINGS
CITY OF TOMBALL
PLANNING & ZONING COMMISSION
JUNE 11, 2012
&
CITY COUNCIL
JUNE 18, 2012**



Notice is Hereby Given that Public Hearings will be held by the Planning & Zoning Commission of the City of Tomball on **Monday, June 11, 2012, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, June 18, 2012, at 6:00 P.M.** at Regular Meetings, in the City Council Chambers of the City of Tomball at City Hall, 401 Market Street, Tomball, Texas. On such dates, the Planning & Zoning Commission and City Council will consider the following:

ZONING CASE P11-383: Request by K.E. Jams Investments, Inc. to amend Conditional Use Permit #1 by expanding the "Recreational Vehicle Park" land use at Corral Recreational Vehicle Park. The property is an approximately 23.74 acre site, legally described as Lot 168, Amending Plat of Tomball Outlots, generally located on the westerly side of South Cherry Street, northerly of Agg Road. The site is located in the Manufactured Home Park District.

ZONING CASE P12-431: Request by Bass Law Firm, PLLC, on behalf of Texas Prospects Baseball Academy, to amend Section 38.2 ("Use Charts") of the City's Comprehensive Zoning Ordinance (Ordinance No. 2008-01) by allowing a "Playfield or Stadium (Private)" land use in the Agricultural District with a conditional use permit.

ZONING CASE P12-436: Request by Bass Law Firm, PLLC, on behalf of High Heater, LLC, to amend the City's Comprehensive Zoning Ordinance by rezoning approximately 7.51 acres of land, legally described as part of Lot 69, Tomball Outlots, within the City of Tomball, Harris County, Texas, generally located easterly of Rudolph Road, northerly of Hufsmith Road, from the Agricultural District to the Commercial District.

Persons interested in these cases will be given an opportunity to be heard. Action by the Planning and Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. Should the Planning & Zoning Commission vote to table a decision/recommendation on one or more of the above cases, the date and time of a future meeting will be specified and the City Council will not review the subject case until such a decision/recommendation is forwarded to the City Council by the Planning and Zoning Commission. The application is available for public inspection Monday

through Friday, holidays excepted, between the hours of 8:00 a.m. and 5:00 p.m. in the Engineering & Planning Department office, located at 501 James Street, Tomball, TX 77375. **Contact Assistant City Planner** Rodney Schmidt, (281) 290-1410, rschmidt@ci.tomball.tx.us

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 7th day of June 2012 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Brandy Pate

Brandy Pate

Senior Administrative Assistant

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

Regular City Council Agenda Item Data Sheet

Meeting Date: July 2, 2012

Topic:

Adopt, on Second Reading, Ordinance No. 2012-18, an Ordinance of the City of Tomball, Texas, Amending Its Comprehensive Zoning Ordinance by Amending Section 38.2 ("Use Charts") to Allow a "Playfield or Stadium (Private)" Land Use in the Agricultural District with a Conditional Use Permit; Providing for Severability; Providing for a Penalty of an Amount Not To Exceed \$2,000 for Each Day of Violation of Any Provision Hereof; Making Findings of Fact; and Providing for Other Related Matters

Background:

On May 13, 2011, the City of Tomball received a site plan application for the construction of a press box and storage building at Tomball Prospects Baseball Academy at 201 East Hufsmith Road. On May 17, 2011, the property owner was notified by the City of Tomball that the site plan could not be approved because the property was zoned Agricultural District and the "Playfield or Stadium (Private)" land use was not permitted in the Agricultural District.

On April 10, 2012, the City of Tomball received a Zoning Ordinance text amendment application from The Bass Law Firm, on behalf of Texas Prospects Baseball Academy, requesting Section 38.2 ("Use Charts") be revised to allow a "Playfield or Stadium (Private)" land use in the Agricultural District with a conditional use permit.

The applicant has also submitted a rezoning application (P12-436) requesting 201 East Hufsmith be rezoned from the Agricultural District to the Commercial District. If P12-436 is denied, the applicant is requesting P12-431 be approved to allow for future expansion at Tomball Prospects Baseball Academy.

On June 11, 2012, the Planning & Zoning Commission, after conducting a public hearing on this request, voted to recommend approval of Zoning Case P12-431. On June 18, 2012, Council adopted Ordinance no. 2012-18 on First Reading.

Origination:

Bass Law Firm, PLLC, on behalf of Texas Prospects Baseball Academy

Recommendation:

In its formal recommendation to City Council, the Planning and Zoning Commission voted to recommend approval of Zoning Case P12-431.

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:

Ordinance No. 2012-18

P12-431 Staff Report

Notice of Public Hearing

ORDINANCE NO. 2012-18

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY AMENDING SECTION 38.2 ("USE CHARTS") TO ALLOW A "PLAYFIELD OR STADIUM (PRIVATE)" LAND USE IN THE AGRICULTURAL DISTRICT WITH A CONDITIONAL USE PERMIT; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

Whereas, Bass Law Firm, PLLC, on behalf of Texas Prospects Baseball Academy, has requested that the City amend its Comprehensive Zoning Ordinance to allow a "Playfield or Stadium (Private)" land use in the Agricultural District with a conditional use permit; and

Whereas, the Planning & Zoning Commission and the City Council of the City of Tomball, Texas, have published notice and conducted hearings regarding the request to allow a "Playfield or Stadium (Private)" land use in the Agricultural District with a conditional use permit; and

Whereas, the Planning & Zoning Commission recommended in its final report that the City Council approve the amendment to Section 38.2 ("Use Charts") of the Comprehensive Zoning Ordinance; and

Whereas, the City Council has determined that allowing a "Playfield or Stadium (Private)" land use in the Agricultural District with a conditional use permit would be appropriate, that the proposed change would not adversely affect the public health, safety, morals or general welfare but would benefit the community, and that the proposed change is in accord with the City's comprehensive plan;

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

Section 1. The City Council finds that the facts and matters set forth in the preamble of this Ordinance are true and correct.

Section 2. Section 38.2 ("Use Charts") of the Comprehensive Zoning Ordinance of the City of Tomball, Texas, is hereby amended to read as follows:

Types of Land Uses	Residential Zoning Districts								Non-Residential Zoning Districts								OT&MU	Parking Ratio (Also see Section 39)
	AG	SF-20-E	SF-9	SF-6		D	MF	MHP	O		GR			C	LJ			
Playfield or Stadium (Private)	C										C			P	P		P	1 space: 3 seats

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for

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

Section 4. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 5. This Ordinance shall become effective fourteen days after the final reading and adoption of this Ordinance when the caption hereof is caused to be published once in the official newspaper of the City, by the City Secretary, as required by law. The City Secretary is directed to publish the caption of this Ordinance in the City's official newspaper within 14 days after the passage of the ordinance.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 18TH DAY OF JUNE 2012.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN BROWN	<u>ABSENT</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN DODSON	<u>AYE</u>

SECOND READING:

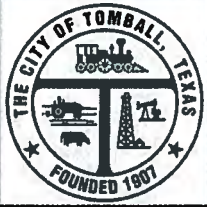
READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 2ND DAY OF JULY 2012.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



Text Amendment Staff Report

Planning & Zoning Commission Hearing Date: June 11, 2012

ZONING CASE P12-431: Request by Bass Law Firm, PLLC, on behalf of Texas Prospects Baseball Academy, to amend Section 38.2 ("Use Charts") of the City's Comprehensive Zoning Ordinance (Ordinance No. 2008-01) by allowing a "Playfield or Stadium (Private)" land use in the Agricultural District with a conditional use permit.

BACKGROUND

On May 13, 2011, the City of Tomball received a site plan application for the construction of a press box and storage building at Tomball Prospects Baseball Academy at 201 East Hufsmith Road. On May 17, 2011, the property owner was notified by the City of Tomball that the site plan could not be approved because the property was zoned Agricultural District and the "Playfield or Stadium (Private)" land use was not permitted in the Agricultural District (Exhibit "A").

On April 10, 2012, the City of Tomball received a Zoning Ordinance text amendment application (Exhibit "B") from The Bass Law Firm, on behalf of Texas Prospects Baseball Academy, requesting Section 38.2 ("Use Charts") be revised to allow a "Playfield or Stadium (Private)" land use in the Agricultural District with a conditional use permit.

The applicant has also submitted a rezoning application (P12-436) requesting 201 East Hufsmith be rezoned from the Agricultural District to the Commercial District. If P12-436 is denied, the applicant is requesting P12-431 be approved to allow for future expansion at Tomball Prospects Baseball Academy.

ANALYSIS

The "Playfield or Stadium (Private)" land use is defined in Section 45 of the Tomball Zoning Ordinance as "An athletic field or stadium owned and operated by an agency other than the City of Tomball or the School District" and is listed under "Amusement & Recreation" in Section 38.2.

The Comprehensive Plan states, "Parks includes mini, neighborhood, community, or regional parks that are both active and passive recreational areas. This can include both publicly and privately owned parks, open spaces, and recreation areas. Park and open space uses are also appropriate in all residential land use designations."

Because "Playfield or Stadium (Private)" is considered "Amusement & Recreation" and because, parks, open spaces, and recreational areas are deemed appropriate in residential areas by the Comp Plan and the Agricultural District is listed in Section 38 of the Zoning Ordinance as a residential zoning district, permitting the "Playfield or Stadium (Private)" land uses in the Agricultural District with a conditional use permit would appear to be consistent with the Comp Plan and will ensure the Planning & Zoning Commission, City Council, and the public have proper oversight over proposed projects to ensure compatibility with adjacent areas.

PROPOSED AMENDMENTS

Section 38.2 ("Use Charts")

Types of Land Uses	Residential Zoning Districts								Non-Residential Zoning Districts								OT&MU	Parking Ratio (Also see Section 39)
	AG	SF-20-E	SF-9	SF-6		D	MF	MHP	O		GR				C	LI		
Playfield or Stadium (Private)	C										C				P	P	P	1 space: 3 seats

PUBLIC COMMENT

A public hearing notice was published in the Tomball Tribune on Tuesday, May 29, 2012 and, as of the writing of this staff report, no public comments were received.

RECOMMENDATION

That the Planning & Zoning Commission recommend:

1. APPROVAL of Zoning Case P12-431 based on the following:
 - a. Permitting "Playfield or Stadium (Private)" land uses in the Agricultural District with a conditional use permit is generally consistent with the Comprehensive Plan; and
 - b. The conditional use permit process will provide the Planning & Zoning Commission, City Council, and the public oversight to ensure "Playfield or Stadium (Private)" land uses are appropriate on a case-by-case basis in the Agricultural District.
2. APPROVAL of the staff report as the Planning & Zoning Commission's final recommendation to the City Council.

EXHIBITS

- A. May 17, 2011 Site Plan Response Letter
- B. Zoning Ordinance Text Amendment Application

Exhibit "A"
May 17, 2011 Site Plan Response Letter



City of Tomball

*Gretchen Fagan
Mayor*

*George Shackelford
City Manager*

May 17, 2011

Ray DeLeon
201 East Hufsmith
Tomball, Texas 77375

RE: Texas Prospects (201 East Hufsmith Road) Press Box Site Plan Letter

Dear Mr. DeLeon:

The Engineering & Planning Department has reviewed the site plan related to the proposed press box located at the above referenced address. At this time, we are unable to approve your request for site plan approval.

The above referenced property is located in the City's AG-Agricultural zoning district and has a land use classification of "Playfield or Stadium (Private)" which is defined as "An athletic field or stadium owned and operated by an agency other than the City of Tomball or the School District."

Per Section 38 of the Zoning Ordinance, the "Playfield or Stadium (Private)" use is not permitted in the AG-Agricultural District. Because the existing baseball facility was established before the passage of the Zoning Ordinance in February 2008, it is considered a "legal nonconforming use." The Zoning Ordinance states that "Any lawful use of property existing at the time of passage of this Ordinance that does not conform to the regulations prescribed in the preceding sections of this Ordinance shall be deemed a legal nonconforming use."

Because the "Playfield or Stadium (Private)" use is considered legally nonconforming, it would not be permitted to expand and the proposed press box would not be allowed. You have three options you could possibly pursue:

1. Request that the property be rezoned to the Commercial, Light Industrial, or Old Town & Mixed Use District. Each of these zoning districts allows the "Playfield or Stadium (Private)" use by right.
2. Request that the property be rezoned to the General Retail District and request a Conditional Use Permit (CUP) to allow your specific use.
3. Remove the partially constructed press box.

I've attached a copy of the rezoning application if you wish to pursue option #1 or #2.

Because construction on the press box commenced without the proper permits from the City of Tomball, the structure is currently considered illegal. Please contact the City's Engineering and Planning Department by June 15, 2011 to notify us of your proposed plan of action. Should you not comply your case will be turned over to the City's Code Enforcement Officer for further action.

Please let me know if you have any questions, (281) 290-1466 or llakatos@ci.tomball.tx.us. To schedule a meeting please contact Brandy Pate, (281) 290-1405 or bpate@ci.tomball.tx.us.

Thank you,


Lori Lakatos, PE, CFM
Acting City Engineer

Attached: Rezoning application

Exhibit "B"
Zoning Ordinance Text Amendment Application



Zoning Text Amendment
Engineering & Planning Department

Revised 1/20/09



APPLICATION REQUIREMENTS: Applications will be *conditionally* accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your request may be delayed until corrections or additions are received. There is a \$500.00 application fee that must be paid at time of submission or the application will not be processed.

Applicant

Name: The Bass Law Firm, PLLC (on behalf of Owner) Title: Richard W. Bass
Attorney for Owner
Mailing Address: 11109 Cutten Rd., Suite 206 City: Houston State: TX
Zip: 77066
Phone: (713) 589-5679 Fax: (713) 429-0419 Email: richard@rwbasslaw.com

Property Owner

Name: Texas Prospects Baseball Academy Title: _____
Mailing Address: 201 E. Hufsmith Rd. City: Tomball State: TX
Zip: 77375-4350
Phone: (281) 290-8333 Fax: () Email: probandito@aol.com

Statement of Purpose- Identify the existing section(s) of the Zoning Ordinance for which the Text Amendment is proposed, the proposed revised language and the reason(s) for the requested text Amendment (attach additional sheets as necessary):

Zoning Ordinance for with the Text Amendment is proposed: Article IV: Use Regulations (Use Charts),
Amusement & Recreation, Playfield or Stadium (Private)

Proposed Revised Language: addition of a "C" in the use chart under Residential Zoning Districts-AG and
adjacent to Playfield or Stadium-Private

Reason for the requested text amendment: to allow applications for a Conditional Use Permit (per Section
37 of the Zoning Ordinance) for a Playfield or Stadium (Private) within the Agricultural District (AG)

The text amendment to a "C" classification (rather than a "P" classification) would allow the City of Tomball
to analyze on a case by case basis whether a proposed Playfield or Stadium (Private) is appropriate and
comports with the city's long range plans.

General Description of Property Affected by Amendment (attach additional sheets as necessary):

Properties zoned within the Agricultural District would be allowed to submit applications for a Conditional
Use Permit for a Ballfield or Stadium (Private).

Statement of Facts Which the Applicant Believes Justify the Amendment (attach additional sheets as necessary):

The Property Owner on this application is within the AG District, however, it includes a Ballfield or Stadium (Private) classified as a legal nonconforming use because the use pre-dated the Zoning Ordinance. Because of the legal nonconforming use classification, it is not possible to seek building permits for additions or renovations to the current facility. Through the requested text amendment, the Property Owner, if approved via a Conditional Use Permit, could apply for building permits for potential additions or renovations. It is the understanding of this Applicant that use of described Property as a Ballfield or Stadium (Private) is in-line with the city's long range plans.

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

**Richard W.
Bass**

Digitally signed by Richard W. Bass
DN: cn=Richard W. Bass, o=The Bass
Law Firm, PLLC, ou,
email=richard@rwbasslaw.com, c=US
Date: 2012.04.10 16:28:48 -0700

X
Signature of Applicant

Date

Texas Prospects Baseball Academy

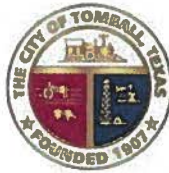
X /s/ Ray Deleon, President
Signature of Owner

April 10, 2012

Date

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.ci.tomball.tx.us

**NOTICE OF PUBLIC HEARINGS
CITY OF TOMBALL
PLANNING & ZONING COMMISSION
JUNE 11, 2012
&
CITY COUNCIL
JUNE 18, 2012**



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through Friday, holidays excepted, between the hours of 8:00 a.m. and 5:00 p.m. in the Engineering & Planning Department office, located at 501 James Street, Tomball, TX 77375. **Contact Assistant City Planner** Rodney Schmidt, (281) 290-1410, rschmidt@ci.tomball.tx.us

CERTIFICATION

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Brandy Pate

Brandy Pate
Senior Administrative Assistant

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

Regular City Council

Agenda Item

Meeting Date: July 2, 2012

Data Sheet

Topic:

Approve Request from Tomball Regional Hospital for City Support of the "3rd Annual American Heart Association's Northwest Harris County Satellite Heart Walk" on Saturday, October 20, 2012, to Support the American Heart Association

Background:

The City was approached by Tomball Regional Medical Center to approve and provide City support for its "3rd Annual American Heart Association's Northwest Harris County Satellite Heart Walk" on Saturday, October 20, 2012. The 5K Walk (with 1 mile alternate route) will begin at 9:30 a.m. at the Robert F. Shaper Heart Center and continue until approximately 1:30 p.m.

The event is designed to promote the excellent care provided by Tomball Regional Medical Center, to provide educational opportunities regarding heart disease and stroke prevention, to raise funds for the American Heart Association and to showcase the City of Tomball and the award-winning Tomball Regional Medical Center to the anticipated 300-350 visitors from our region.

Tomball Regional Medical Center requests the same support approved by Council last year:

- police support for control of traffic along the route (rolling support that may include partial road closures using barricades on Medical Complex Drive, as determined by TPD);
- permission to place temporary directional signs in the City Right-of-Way along the routes on the day of the event (to be removed by TRMC volunteers);
- permission to utilize the Main Street banner advertising free of charge with hospital-provided banner;
- consent to place accessible port-o-lets on TRMC property in the Tomball Regional Home Health parking lot for the duration of the event (at TRMC cost); and
- possible assistance from City volunteers, including VIPs and/or Explorers for assistance with parking control.

Based on previous walks and events, staff estimates an approximate cost of \$3,000 for in-kind services. Tomball Regional Medical Center will also contact Northwest EMS to request EMS standby support during the 4-hour event.

Origination:

Tomball Regional Medical Center

Recommendation:

N/A

Funding:

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

City Secretary

ACTION TAKEN

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

TRMC Request Letter re 3rd Annual Heart Walk



June 18, 2012

Dear Mayor Fagan and Councilmen Hudgens, Stoll, Brown, Townsend, and Dodson,

I am writing to formally request the Council's approval to host the 3rd Annual American Heart Association's Northwest Harris County Satellite Heart Walk on the campus of Tomball Regional Medical Center and surrounding public streets as indicated on the map attached. This family-friendly, free and non-competitive 5k Walk (with 1 mile alternative loop) is planned to begin at 9:30 am on Saturday, October 20th at Robert F. Shaper Heart Center. In addition to raising funds for the American Heart Association, my purpose of the walk is to provide our city and surrounding communities with educational opportunities to learn about heart disease and stroke prevention. Furthermore, we see this as an excellent opportunity to showcase our city and our award-winning hospital to the anticipated 300- 350 visitors from our region.

We are formally requesting Council's approval to host this event and to provide the necessary support services for approximately a four-hour duration as determined through coordination and consultation with the city's Special Events Committee. The requested services will include:

- Rolling support from Tomball Police Department for traffic control and safety that may include partial road closures with use of barricades on Medical Complex Drive as determined by TPD
- EMS support to be on stand-by during the 4- hour event
- Permission to use the city right of way to place temporary directional routing signs the day of the event- to be removed by our volunteers
- Permission to utilize the Main Street banner advertising free of charge with hospital provided banner.
- Consent to place accessible Port-o-let on TRH property (In Tomball Regional Home Health parking lot) for duration of event- we will secure and fund rental
- Assistance with city volunteers including VIP's and/or Explorers for assistance with parking control.

We welcome any suggestions you may have regarding the utilization of city resources for this event and we would like to partner with the efforts of Walk Tomball to ensure the success of this worthwhile event. We look forward to the opportunity to collaborate with the city in this endeavor.

Sincerely,

Bud Wethington
President/CEO
Tomball Regional Medical Center
(281)401-7601

605 Holderrieth Boulevard | Tomball, TX 77375 | 281.401.7500 | TomballRegionalMedicalCenter.com

Heart Walk Tomball 2012

Red Route: 5K

Purple Route: 1 Mile

3rd Annual Heart Walk
benefiting the American Heart
Association Hosted by Tomball
Regional Medical Center

October 20

5K and 1-mile loop
9:30am



**Regular City Council
Agenda Item
Data Sheet**

Meeting Date: July 2, 2012

Topic:

Conduct Public Hearing of the City Council of the City of Tomball to Consider Proposed Assessments against Reserve at Spring Lakes Section One Properties in the City of Tomball Public Improvement District Number Three, Established by City Council Resolution No. 2009-28.

Background:

Public infrastructure improvements are underway for the Reserve at Spring Lakes Subdivision within Public Improvement District Number Three created by the City in 2009. Per Chapter 372 of the Local Government Code, a Service and Assessment Plan must be approved by City Council prior to levying the assessments. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a portion of the public improvement costs based on the size of the property. The Plan also specifies how the assessments are to be collected.

A public hearing must be held after the Service and Assessment Ordinance (Ordinance No. 2012-15) has been adopted and prior to consideration of the Ordinance to levy the assessment for properties within PID Number 3.

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

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

MONDAY, JULY 2, 2012



6:00 P.M.

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY
OF TOMBALL TO CONSIDER PROPOSED ASSESSMENTS AGAINST
RESERVE AT SPRING LAKES SECTION ONE PROPERTIES IN THE
CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT NUMBER
THREE, ESTABLISHED BY CITY COUNCIL RESOLUTION NO. 2009-28.**

In accordance with Chapter 372 Local Government Code the Assessment Roll for **Reserve at Spring Lakes Section One** properties in the City of Tomball Public Improvement District Number Three 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, July 2, 2012, 6:00 p.m.

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

COST OF IMPROVEMENTS: \$1,774,494.00

GENERAL NATURE OF THE IMPROVEMENTS: The public improvements include the construction of water lines, sanitary sewers, storm sewers and drainage, gas lines, street paving, detention facilities, open space and amenities, erosion control, as well as engineering, contingency provisions, financing, and administrative costs.

BOUNDARIES: The boundaries are described in the Final Plat of Reserve at Spring Lakes Section One, 221.2020 acres (9,901.026.52 square feet) Located in the Joseph Miller League, A-50 W.H. Clemens Survey, A-1641 Harris County, Texas, City of tomball, Texas, 3 Blocks, 24 Lots, 7 Reserves, January 2012.

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.

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 31st day of May 2012 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: July 2, 2012

Topic:

Adopt, on First Reading, Ordinance No. 2012-19, an Ordinance of the City Council of Tomball, Texas, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Reserve at Spring Lakes Section One Properties within the City of Tomball Public Improvement District Number Three; and making Certain Findings Related Thereto

Background:

Public infrastructure improvements are underway for the Reserve at Spring Lakes Subdivision within Public Improvement District Number Three created by the City in 2009. Per Chapter 372 of the Local Government Code, a Service and Assessment Plan must be approved by City Council prior to levying the assessments. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a portion of the public improvement costs based on the size of the property. The Plan also specifies how the assessments are to be collected.

As required following the adoption of the Service and Assessment Ordinance (Ordinance No. 2012-15), the public hearing has been held prior to consideration of the Ordinance to levy the assessment for properties within PID Number 3.

Origination:

Scott Bean, Hawes Hill Calderon, LLP

Recommendation:

Adopt Ordinance No. 2012-19 on First Reading

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:

Ordinance No. 2012-19

Ordinance No. 2012-19 - Exhibit A-Assessment Roll
Information Sheet and Amortization Schedule

ORDINANCE NO. 2012-19

**AN ORDINANCE OF THE CITY COUNCIL OF TOMBALL, TEXAS,
LEVYING AN ASSESSMENT AGAINST RESERVE AT SPRING LAKE
SECTION ONCE PROPERTIES WITHIN THE CITY OF TOMBALL
PUBLIC IMPROVEMENT DISTRICT NUMBER THREE; 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 Three (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 improvements, **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 2ND DAY OF JULY 2012.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
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 16TH DAY OF JULY 2012.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

PASSED AND ADOPTED the _____ day of _____, 2012.

GRETCHEN FAGAN, Mayor

Approved as to form:

Attest:

SCOTT BOUNDS, City Attorney

DORIS SPEER, City Secretary

**Public Improvement District Number Three
Reserve at Spring Lake Subdivision
Section One Assessment Roll
City of Tomball, Harris County, Texas**

Owner	Block #	Lot #	Lot Area (Acres)	Lot Category	Total Assessment	Annual Assessment Installment (Financed)	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
Zion Road Properties, LLC	1	1	1.1518	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	1	2	1.3426	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	1	3	1.3510	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	1	4	1.3603	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	1	5	1.2602	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	1	6	1.0192	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	1	7	1.0208	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	1	8	1.0225	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	2	1	1.4758	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	2	2	1.2077	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	2	3	1.1824	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	2	4	1.5678	2	\$ 68,893.62	\$ 6,750.00	15 years	\$ 241.65	\$ 6,991.65
Zion Road Properties, LLC	2	5	1.3678	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	2	6	1.2844	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	2	7	1.3097	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	2	8	1.1502	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	2	9	1.8058	2	\$ 68,893.62	\$ 6,750.00	15 years	\$ 241.65	\$ 6,991.65
Zion Road Properties, LLC	2	10	1.3783	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	2	11	1.3788	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	2	12	1.3837	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	3	1	1.1645	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	3	2	1.3230	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	3	3	1.3883	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65
Zion Road Properties, LLC	3	4	1.3776	1	\$ 45,929.08	\$ 4,500.00	15 years	\$ 241.65	\$ 4,741.65

Council Item Information Sheet – Service and Assessment Plan/Section One Assessment Roll for Public Improvement District Number Three (Reserve at Spring Lakes Subdivision)

Action Requested

Approval of the Service and Assessment Plan for Public Improvement District Number Three and approval of the Section One Assessment Roll.

Information

Public infrastructure improvements are underway for the Reserve at Spring Lakes Subdivision within Public Improvement District Number Three created by the City in 2009. Per Chapter 372 of the Local Government Code, a Service and Assessment Plan must be approved by City Council prior to levying the assessments. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the PID. Each property (lot) will pay a portion of the public improvement costs based on the size of the property. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by lot category. The total, one-time assessment per lot category is specified in the plan as well as the annual installment (financed assessment rate at 5.25% annual interest) as follows:

<u>Reserve at Spring Lakes Lot Categories (By Size)</u>	<u>Total Assessment (Principal)</u>	<u>Financed Assessment (Annual Payment)</u>
1.) Up to 1.5 Acres	\$45,929.08	\$4,500.00
2.) 1.5 Acres to 2.0 Acres	\$68,893.62	\$6,750.00
3.) 2.0 Acres to 3.0 Acres	\$91,858.15	\$9,000.00
4.) 3.0 Acres and Larger	\$114,822.69	\$11,250.00

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.

The assessments are formulated to reimburse the developer for 50% of the public infrastructure costs of the development plus interest while staying at or below the equivalent of a \$0.90 tax rate on a project wide basis. For illustration, the attached amortization schedule details the amortization for a Lot Category 1 property. It is estimated that the average price of the homes to be constructed on Lot Category 1 properties will be \$500,000. The annual assessment payment for the Lot Category 1 is \$4,500, or the equivalent of a \$0.90 tax rate on a \$500,000 home.

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

The District Administrator will work with City staff on the collection of the assessments. The PID assessments will be collected on an annual basis in the same manner as property taxes and transferred to a City-established PID revenue fund. A reimbursement report will be performed by an independent CPA firm prior to reimbursement to the developer. The revenues will be disbursed to the developer once a year after administrative costs have been deducted.

TOMBALL PID THREE EXAMPLE AMORTIZATION SCHEDULE

AMORTIZATION SCHEDULE BY LOT CATEGORY

LOT	
CATEGORY	1
Duration (in years)	15
Interest Rate	5.25%
Annual Payment	
Amount	\$4,500.00
Total Lifetime Payments	\$67,500.00
Total	
Principal	\$45,929.08
Total Interest	\$21,570.92

	Payment	Principal	Interest	Payment	Principal Balance
					\$45,929.08
1		\$2,088.72	\$2,411.28	\$4,500.00	\$43,840.36
2		\$2,198.38	\$2,301.62	\$4,500.00	\$41,641.97
3		\$2,313.80	\$2,186.20	\$4,500.00	\$39,328.18
4		\$2,435.27	\$2,064.73	\$4,500.00	\$36,892.91
5		\$2,563.12	\$1,936.88	\$4,500.00	\$34,329.78
6		\$2,697.69	\$1,802.31	\$4,500.00	\$31,632.10
7		\$2,839.32	\$1,660.69	\$4,500.00	\$28,792.78
8		\$2,988.38	\$1,511.62	\$4,500.00	\$25,804.40
9		\$3,145.27	\$1,354.73	\$4,500.00	\$22,659.13
10		\$3,310.40	\$1,189.60	\$4,500.00	\$19,348.74
11		\$3,484.19	\$1,015.81	\$4,500.00	\$15,864.55
12		\$3,667.11	\$832.89	\$4,500.00	\$12,197.44
13		\$3,859.63	\$640.37	\$4,500.00	\$8,337.80
14		\$4,062.27	\$437.73	\$4,500.00	\$4,275.53
15		\$4,275.53	\$224.47	\$4,500.00	\$0.00
TOTAL		\$45,929.08	\$21,570.92	\$67,500.00	

Regular City Council

Agenda Item

Meeting Date: July 2, 2012

Data Sheet

Topic:

Adopt, on First Reading, Ordinance No. 2012-20, an Ordinance Deleting Article IV., Electricity, of Chapter 14, Buildings and Building Regulations, of the Code of Ordinances of the City of Tomball, Texas, in Its Entirety and Substituting Therefor a New Article IV., Electricity, of Chapter 14, Buildings and Building Regulations; Repealing all Ordinances or Parts of Ordinances Inconsistent or in Conflict Herewith; 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

Background:

In December 2004, in response to legislative changes made by the Texas Legislature to require electricians to be licensed by the State of Texas, City Council adopted Ordinance No. 2004-11, removing the requirements for electricians to be licensed through the City of Tomball. The purpose of the proposed Ordinance No. 2012-20, amending Sections 14-100 through 14-285 of Chapter 14 is to revise definitions and clear up inconsistencies remaining in the City's Code of Ordinances following the adoption of Ordinance No. 2004-11, to remove/eliminate the Electrical Board, and to align the Code of Ordinances with the City's actual and current practices.

A red-lined version of the proposed changes is provided for Council's review:

- references to registration requirements with the City will be deleted;
- the appointment of a "chief electrical inspector" will be removed and replaced with the designation that the "electrical inspector shall be the City's Building Official or his designee", which is current City practice;
- additional references to a "chief electrical inspector" will be changed to "electrical inspector";
- references regarding appeals of decisions made by the electrical inspector will be amended to state that appeals will be made to the City Council, as the electrical board is no longer serving;
- the expiration date for electrical permits will be extended from 120 days to 180 days before a new permit is required;
- City Council can prohibit an electrical contractor, who has accepted payment for electrical work but refused to finish such work, from pulling permits or performing new work within the city limits until the incomplete project is finished;
- electrical work authorized and in progress under a master electrician's license may be completed by his/her employees following the death of the master electrician;
- the latest edition of the National Electrical Code, NFPA 70, will be in effect for all electrical work; and
- removes/eliminates the Electrical Board, which is no longer required due to State legislative changes.

Origination:

City Secretary

Recommendation:

Adopt Ordinance No. 2012-20 on First Reading

Funding:

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

City Secretary

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

ATTACHMENTS:

Ordinance No. 2012-20

Redlined Article IV Electricity_Chapter 14

ORDINANCE NO. 2012-20

AN ORDINANCE DELETING ARTICLE IV., ELECTRICITY, OF CHAPTER 14, BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES OF THE CITY OF TOMBALL, TEXAS, IN ITS ENTIRETY AND SUBSTITUTING THEREFOR A NEW ARTICLE IV., ELECTRICITY, OF CHAPTER 14, BUILDINGS AND BUILDING REGULATIONS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HERewith; 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.

* * * * *

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

Section 1. The Code of Ordinances of the City of Tomball is hereby amended by deleting Article IV, Electricity, of Chapter 14, Buildings and Building Regulations, in its entirety and substituting therefor a new Article IV, Electricity, of Chapter 14, Buildings and Building Regulations to read as follows:

“ARTICLE IV.

ELECTRICITY

DIVISION 1.

GENERALLY

Sec. 14-100. Definitions.

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

Apprentice electrician means the person undertaking electrical work under the direct, constant, personal supervision and control of either a licensed master electrician or a licensed journeyman electrician.

Electrical inspector means the building official or his designee as electrical inspector of the city charged with the enforcement of this article and all provisions of this Code and the pertaining city ordinances.

Electrical work means the installing, maintaining, altering, repairing or erecting of any electrical wiring, apparatus, devices, appliances, fixtures or equipment for which a permit is required by the provisions of this article, except poles and guy anchors installed by any electric, telephone, telegraph, signal and/or public service company as a part of its distribution system.

Journeyman electrician means those persons with four years substantiated electrical experience undertaking electrical work under the supervision, direction, and control of a licensed master electrician and who has been properly registered with the city. The term "journeyman electrician," however, shall not include an "apprentice electrician," and nothing in this definition shall be construed as prohibiting an apprentice electrician from doing electrical work under the direct, constant, personal supervision and control of either a licensed master or a licensed journeyman electrician.

Master electrician means the holder of a master electrician's license as provided in this article.

Sec. 14-101. Liability for damages.

The provisions of this article shall not be construed to relieve from or lessen the responsibility of any party owning, operating, or controlling any electric wiring, apparatus, devices, appliances, fixtures or equipment for damages to person or property caused by any defect therein, nor shall the city be held as assuming by this section any such liability by reason of the inspection authorized in this article, or the certificates of approval issued as provided in this article, or otherwise.

Sec. 14-102. Reserved.

Sec. 14-103. Unfranchised public utilities.

(a) No person or public service company that does not operate under a franchise granted by the city shall have the right to install any electrical conduit, wires, ducts, poles or equipment of any character for the transmission, distribution or utilization of electric energy, or for the operation of signals or the transmission of intelligence on, over or under the streets, in the city, without first obtaining from the city council a franchise right or grant for the particular installation so desired to be made, and any such installation so made under such franchise or grant shall be in strict conformity with all pertaining rules, regulations and ordinances of the city.

(b) Any installation of duct, conduit or wires under the public streets shall be in accordance with this article and other city ordinances covering the use of public places and streets.

Sec. 14-104. Penalty for violation.

Any person who shall violate any provision of the code adopted by the provisions of this article shall be deemed guilty of an offense, and shall be punished as provided in section 1-14 of this Code. Each day such violation continues shall be deemed a separate offense.

Secs. 14-105–14-114. Reserved.

DIVISION 2.

ELECTRICAL INSPECTOR

Sec. 14-115. Office established.

The office of the electrical inspector is hereby established in and for the city and shall be the City's Building Official or his designee.

Sec. 14-116. Appointment.

The electrical inspector shall be the City's Building Official or his designee.

Sec. 14-117. Office may be combined.

The chief electrical inspector may be the same person as the city building official.

Sec. 14-118. Conflict of interest.

It shall be unlawful for the electrical inspectors to engage in the business of the sale, installation or maintenance of electrical wiring, apparatus, devices, appliances, fixtures or equipment either directly or indirectly. They shall have no financial interest in any concern engaged in such business in the city at any time while holding the office of electrical inspector for the city.

Sec. 14-119. Interfering with electricians in business.

(a) It shall be unlawful for any person connected with the electrical inspection department of the city in any way whatsoever to solicit business of any kind for any master electrician, or assist or encourage the solicitation of any business for any master electrician.

(b) It shall be unlawful for any person connected with the electrical inspection department of the city to prevent or to assist in preventing any person from doing business with any master electrician whose license has not been suspended or revoked.

Sec. 14-120. Duties generally.

The electrical inspector shall, upon application, cause to be issued permits for the installation and alteration of electrical wiring, devices, appliances, fixtures, apparatus and equipment, and final inspections, and shall be responsible for inspection of all new electrical installations and re-inspections of all electrical installations, as provided for in this article.

Sec. 14-121. Right of entry.

The electrical inspector or his designee shall have the right to enter any building in the discharge of his official duties or for the purpose of making any inspection or re-inspection of the installation of electrical electric wiring, apparatus, devices, appliances, fixtures, and electrical equipment.

Sec. 14-122. Disconnect service.

The electrical inspectors are hereby empowered, in emergencies, to disconnect and to order the discontinuance of electrical services to any electric wiring, apparatus, device, appliance, fixture or equipment found to be dangerous to life or property within the provisions of this article until such wiring, apparatus, device, appliance, fixture or equipment and its installation has been made safe.

Sec. 14-123. Decision of questions.

The electrical inspector shall decide all questions not provided for in this article pertaining to the installation, operation, or maintenance of electric wiring and apparatus, subject to appeal to the city council.

Sec. 14-124. Review of decisions.

Any person aggrieved by any action of an electrical inspector may within ten days after such action file a petition, in writing, with the city council and thereupon the city council will render a decision within 15 days. The city council shall have the right to sustain, modify or reverse the action of any electrical inspector, provided, that until such time as the electrical inspector's action is reversed or modified by the city council, such action shall remain in effect. The decision of the city council shall be final.

Sec. 14-125. Records.

The electrical inspector shall keep complete records of all permits issued, inspections and re-inspections made, and other official work performed in accordance with the provisions of this article.

Secs. 14-126--14-139. Reserved.

DIVISION 3.

ELECTRICIANS

Subdivision 1.

Generally

Sec. 14-140. Work restricted.

No electrical work shall be performed by any person not holding a license required by the provisions of this division.

Sec. 14-141. Homeowners.

A homeowner shall be permitted to do electrical work on the dwelling he resides in, provided a permit is acquired for such work and the work is inspected and approved by the electrical inspector.

Secs. 14-142--14-146. Reserved.

Sec. 14-147. Supervision of work.

All electrical work performed within the city shall be under the control, supervision, direction, and responsibility of a master electrician licensed by the state. A journeyman or apprentice electrician shall perform the actual work under the supervision, control and responsibility of a master electrician.

Secs. 14-148--14-164. Reserved.

Secs. 14-173. Reserved.

Secs. 14-175--14-184. Reserved.

Subdivision III.

Master Electrician

Sec. 14-185. License required.

Except as otherwise provided by this article, it shall be unlawful for any person to perform or contract for electrical work within the city unless such person is licensed by the state as a master electrician.

Secs. 14-186--14-193. Reserved.

Sec. 14-194. Issuance of permits restricted.

A master electrician shall take out electrical permits only under his own license, and shall supervise, direct and control the electrical work for which the electrical permit is obtained.

Sec. 14-195. Misuse of license.

No master electrician shall assign or in any other way convey his license, its use, or its rights, to anyone by power of attorney or any other process, or become involved in any type of agreement, assignment or use whereby the master electrician will not have supervision, direction and control of the electrical work for which he has obtained electrical permits.

Secs. 14-196--14-209. Reserved.

Subdivision IV.

Journeyman Electrician

Sec. 14-210. License required.

No person shall undertake any work as a journeyman electrician unless such person has first obtained the appropriate current state electrician license.

Secs. 14-211--14-214. Reserved.

Sec. 14-215. Display.

Every journeyman electrician shall carry his license while performing the acts which this license entitles him to perform.

(Ord. No. 2000-30, § 2, 1-2-01)

Secs. 14-216--14-229. Reserved.

Subdivision V.

Apprentice Electrician Registration

Sec. 14-230. License required.

No person shall undertake any work as an apprentice electrician unless such person has first obtained the appropriate current state electrician license.

Secs. 14-231–14-233. Reserved.

Sec. 14-233. Reserved.

Sec. 14-234. Display.

Every apprentice electrician shall carry his license while performing the acts which this license entitles him to perform.

Secs. 14-235–14-244. Reserved.

DIVISION 4.

PERMITS AND INSPECTIONS

Sec. 14-245. Permit required.

No wiring, poles, duct line, apparatus, devices, appliances, fixtures or equipment for the transmission, distribution or utilization of electrical energy for any purpose shall be installed within the city limits, nor shall any alteration or addition be made to any such existing wiring, poles, duct lines, apparatus, devices, appliances, fixtures or equipment without first securing a permit.

Sec. 14-246. Exceptions-enumerated.

(a) No permit shall be required for replacing fuses or lamps or the connection of portable equipment to suitable permanently installed receptacles or for repairs to portable appliances.

(b) No permit shall be required for replacing flush or snap switches, receptacles, light fixtures or minor repairs on permanently connected electrical appliances, replacement of small motors of same voltage, amperage, horsepower, but not to exceed three horsepower.

(c) No permit shall be required for the installation, maintenance or alteration of wiring poles and down guys, apparatus, devices, appliances or equipment for telegraph, telephone, signal service or central station protective service used in conveying signals or intelligence, except where electrical work is

done on the primary side of the source of power at a voltage over 50 volts and of more than 500 watts.

(d) No permit shall be required for the installation, maintenance or alteration of electric wiring, apparatus, devices, appliances or equipment to be installed by an electric public service company for the use of such company in the generation, transmission, distribution, sale or utilization of electrical energy. However, an electric public service company shall not do any wiring on a customer's premises other than wiring which is a part of the company's distribution system, including metering equipment wherever located and transformer vaults in which company's transformers are located, nor shall any of its employees do any work other than that done for such company as herein before provided for, by virtue of this exception.

(e) No permit shall be required for the installation of temporary wiring, apparatus, devices, appliances or equipment used by a recognized electrical training school or college.

(f) No permit shall be required for the installation and maintenance of railway crossing signal devices when such is performed by due authority of the railroad and in accordance with the standards of the American Railroad Association.

Sec. 14-247. Same-Compliance.

Where no permit is required for the installation or repair of wiring, apparatus, devices, or equipment for the transmission, distribution, or utilization of electrical energy for any purpose, the wiring, apparatus, devices or equipment shall be installed or repaired in conformity with the provisions of the National Electrical Code, NFPA 70.

Secs. 14-248–14-250. Reserved.

Sec. 14-251. Emergencies.

The electrical inspector may issue and enforce any rules or regulations he may deem necessary covering the granting of emergency permits.

Sec. 14-252. Application.

To obtain an electrical permit, the applicant shall first file an application in writing. Each application shall:

- (1) Identify and describe the work to be covered by the permit.
- (2) Describe the location of the proposed work by street address.
- (3) Show the use or occupancy of the building.

(4) Be accompanied by plans and specifications as required by the electrical inspector. However, a permit may be issued covering part of a building or structure before the entire plans and specifications for the whole building or structure have been submitted or approved, provided adequate information and detailed statements have been made complying with all pertinent requirements of this article. The holder of such permit may proceed without assurance that the permit covering the work in the entire building or structure will be granted.

(5) Be signed by the master electrician.

(6) The permit, when issued, shall be issued to the applicant to cover the proposed work as described and detailed. Any changes or additions must be covered by additional permits at the time changes are made.

Sec. 14-253. Checking of plans and specifications.

The application, plans, and specifications filed by an applicant for an electrical permit shall be checked by the electrical inspector. The issuance of a permit based upon these plans and specifications shall not prevent the electrical inspector from requiring the correction of errors. Such plans may be reviewed by other departments of the city to check compliance with laws and ordinances under their jurisdiction.

Sec. 14-254. Fees.

(a) Before any permit shall be issued, under the provisions of this division, the applicant shall pay fees according to the established schedule.

(b) Ordinary fees will be doubled for any permit issued after the work has been started or after the work has been partially completed or concealed.

(c) In case it becomes necessary to make a re-inspection of any work, fees will be charged according to the established schedule.

Sec. 14-255. Temporary installations.

No permit for temporary use shall be valid for a longer period than 90 days unless required for construction purposes. At the end of 90 days, the electrical inspector may issue written instructions to the electric public service company to disconnect service to the temporary installation. A letter addressed to "occupant" at the address of the temporary installation shall be deemed as being sufficient to notify the owner, if name and address of owner is not known to the electrical inspector.

Secs. 14-256—14-260. Reserved.

Sec. 14-261. Display.

Any permit for electrical work shall be displayed in a visible location.

Sec. 14-262. Expiration.

Every permit issued shall expire and become null and void if the building or work authorized by such permit is not commenced within 60 days from the date of the permit or if the building or work authorized by the permit has been suspended for a period of 180 days. Before such work can be restarted, a new permit shall be obtained.

Sec. 14-263. Refusal to finish installation.

Any electrical contractor who accepts payment for electrical work, then refuses to finish the work for which a permit was issued, shall, after written notification by the electrical inspector, and after being reviewed by the city council, be prohibited from pulling permits or performing new work within the city limits until such work is completed.

Sec. 14-264. Suspension or revocation.

The electrical inspector may, in writing, suspend or revoke an electrical permit issued under the provisions of this division whenever the permit is issued in error or on the basis of incorrect information supplied or when in violation of any ordinance, regulation or any of the provisions of this article.

Secs. 14-265—14-268. Reserved.

Sec. 14-269. Certificate of approval.

When the electrical work is found to be in compliance with this article, the electrical inspector shall give approval to the public utility company authorizing connection of the electrical service.

Secs. 14-270—14-271. Reserved.

Sec. 14-272. Death of master electrician.

After the death of a master electrician, any person engaged in the electrical contractor business shall have the privilege of completing any work currently authorized under the master electrician's license.

Secs. 14-273—14-283. Reserved.

Sec. 14-284. Adoption.

(a) The latest edition of the National Electrical Code, NFPA 70, prepared by the National Fire Protection Association, Inc. will be in effect, copies of which are available for review in the building official's office and the city secretary's office.

(b) In case of conflict between the provisions of the National Electrical Code, NFPA 70 and the provisions of this article, this article shall prevail.

Secs. 14-285—14-292. Reserved.

Sec. 14-293. Special provisions.

(a) Temporary power poles shall have a minimum of two 120-volt duplex receptacles and one 240-volt receptacle.

(b) Electrical metallic tubing (EMT) shall not be buried in ground nor embedded in concrete.

(c) Aluminum conductors are only permitted to be installed overhead between poles.

Secs. 14-294—14-314. Reserved."

Section 2. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 3. It is the intent of the City that this Ordinance shall comply in all respects with the applicable provisions of the United States Constitution, the Texas Constitution, and the Charter of the City of Tomball. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 4. Any person, firm or corporation that knowingly violates any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Tomball, Texas, and, upon conviction, shall be punished by a fine not to exceed five hundred (\$2,000.00) dollars for each offense.

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 2ND DAY OF JULY 2012.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
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 16TH DAY OF JULY 2012.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

ARTICLE IV.

ELECTRICITY.

DIVISION 1.

GENERALLY

Sec. 14-100. Definitions.

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

Apprentice electrician means the person undertaking electrical work under the direct, constant, personal supervision and control of either a licensed master electrician or a licensed journeyman electrician.

Electrical inspector means the **building official or his designee as** electrical inspector of the city charged with the enforcement of this article and all provisions of this Code and the pertaining city ordinances.

Electrical work means the installing, maintaining, altering, repairing or erecting of any electrical wiring, apparatus, devices, appliances, fixtures or equipment for which a permit is required by the provisions of this article, except poles and guy anchors installed by any electric, telephone, telegraph, signal and/or public service company as a part of its distribution system.

Journeyman electrician means those persons with four years substantiated electrical experience undertaking electrical work under the supervision, direction, and control of a licensed master electrician and who has been properly registered with the city. The term "journeyman electrician," however, shall not include an "apprentice electrician," and nothing in this definition shall be construed as prohibiting an apprentice electrician from doing electrical work under the direct, constant, personal supervision and control of either a licensed master or a licensed journeyman electrician.

Master electrician means the holder of a master electrician's license as provided in this article.

Sec. 14-101. Liability for damages.

The provisions of this article shall not be construed to relieve from or lessen the responsibility of any party owning, operating, or controlling any electric wiring, apparatus, devices, appliances, fixtures or equipment for damages to person or property

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* **Editors Note:** Ord. No. 2000-30, § 2, adopted Jan. 2, 2001, repealed the former Article IV, §§ 14-100—14-314, and enacted a new Article IV as set out herein. The former Article IV pertained to similar subject matter and derived from Code 1978, §§ 7-1--7-4, 7-16--7-27, 7-40--7-50, 7-59--7-68, 7-76--7-87, 7-95--7-101, 7-109--7-113, 7-125--7-129, 7-131--7-152, 7-164--7-172; Ord. No. 88-10, adopted Nov. 21, 1988; Ord. No. 89-15, adopted Oct. 16, 1989; Ord. No. 93-02, §§ 2--4, adopted April 12, 1993; Ord. No. 95-08, adopted Nov. 20, 1995.¶

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caused by any defect therein, nor shall the city be held as assuming by this section any such liability by reason of the inspection authorized in this article, or the certificates of approval issued as provided in this article, or otherwise.

Sec. 14-102. Reserved.

Sec. 14-103. Unfranchised public utilities.

(a) No person or public service company that does not operate under a franchise granted by the city shall have the right to install any electrical conduit, wires, ducts, poles or equipment of any character for the transmission, distribution or utilization of electric energy, or for the operation of signals or the transmission of intelligence on, over or under the streets, in the city, without first obtaining from the city council a franchise right or grant for the particular installation so desired to be made, and any such installation so made under such franchise or grant shall be in strict conformity with all pertaining rules, regulations and ordinances of the city.

(b) Any installation of duct, conduit or wires under the public streets shall be in accordance with this article and other city ordinances covering the use of public places and streets.

Sec. 14-104. Penalty for violation.

Any person who shall violate any provision of the code adopted by the provisions of this article shall be deemed guilty of an offense, and shall be punished as provided in section 1-14 of this Code. Each day such violation continues shall be deemed a separate offense.

Secs. 14-105–14-114. Reserved.

DIVISION 2.

ELECTRICAL INSPECTOR

Sec. 14-115. Office established.

The office of the electrical inspector is hereby established in and for the city and shall be the City's Building Official or his designee.

Sec. 14-116. Appointment.

The electrical inspector shall be the City's Building Official or his designee.

Sec. 14-117. Office may be combined.

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Deleted: (Ord. No. 2000-30, § 2, 1-2-01; Ord. No. 2002-05, § 3, 3-18-02)¶

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Deleted: (Ord. No. 2000-30, § 2, 1-2-01) (do we still need this "office" or is the work performed by/under the Building Official and his/her designees – can we change this to "electrical inspector" instead of "chief electrical inspector"?)

Deleted: Sec. 14-116. Qualifications. ¶

¶ The person chosen to fill the office of chief electrical inspector shall be of good moral character, shall be possessed of such executive ability as is requisite for the performance of duties and shall have a thorough knowledge of the standard materials and methods used in the installation of electrical equipment; shall be well versed in approved methods of construction for safety to persons and property, the provisions of this Code and ordinances of the city relating to electrical work, and any orders, rules and regulations issued by authority thereof, and the National Electrical Code. He shall have had at least five years' experience as an electrical inspector or in the installation of electrical equipment, other than that of an apprentice, or in lieu of such experience shall be a graduate in electrical or mechanical engineering of a college or university considered by the mayor and city council as having suitable requirements for graduation and shall have had two years practical electrical experience. ¶

(Ord. No. 2000-30, § 2, 1-2-01)¶

(do we still need this "office" or is the work performed by/under the Building Official and his/her designees – can we change this to "electrical inspector" instead of "chief electrical inspector"?) ¶

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(We don't currently have anyone appointed as the chief electrical inspection - do we still need this "office" or is the work performed by/under the Building Official and his/her designees?) ¶

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The chief electrical inspector may be the same person as the city building official.

Sec. 14-118, Conflict of interest.

It shall be unlawful for the electrical inspectors to engage in the business of the sale, installation or maintenance of electrical wiring, apparatus, devices, appliances, fixtures or equipment either directly or indirectly. They shall have no financial interest in any concern engaged in such business in the city at any time while holding the office of electrical inspector for the city.

Deleted: (Ord. No. 2000-30, § 2, 1-2-01) (why not add this to Sec. 14-115 and eliminate Sec. 14-117, and change this to "electrical inspector" instead of "chief electrical inspector")¶

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Sec. 14-119, Interfering with electricians in business.

(a) It shall be unlawful for any person connected with the electrical inspection department of the city in any way whatsoever to solicit business of any kind for any master electrician, or assist or encourage the solicitation of any business for any master electrician.

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(b) It shall be unlawful for any person connected with the electrical inspection department of the city to prevent or to assist in preventing any person from doing business with any master electrician whose license has not been suspended or revoked.

Sec. 14-120, Duties generally.

The electrical inspector shall, upon application, cause to be issued permits for the installation and alteration of electrical wiring, devices, appliances, fixtures, apparatus and equipment, and final inspections, and shall be responsible for inspection of all new electrical installations and reinspections of all electrical installations, as provided for in this article.

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Sec. 14-121, Right of entry.

The ~~chief~~ electrical inspector ~~or his designee~~ shall have the right to enter any building in the discharge of ~~his~~ official duties or for the purpose of making any inspection or reinspection of the installation of electrical electric wiring, apparatus, devices, appliances, fixtures, and electrical equipment.

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Sec. 14-122, Disconnect service.

The electrical inspectors are hereby empowered, in emergencies, to disconnect and to order the discontinuance of electrical services to any electric wiring, apparatus, device, appliance, fixture or equipment found to be dangerous to life or property within the provisions of this article until such wiring, apparatus, device, appliance, fixture or equipment and its installation has been made safe.

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Sec. 14-123, Decision of questions.

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The electrical inspector shall decide all questions not provided for in this article pertaining to the installation, operation, or maintenance of electric wiring and apparatus, subject to appeal to the **city council**.

Sec. 14-124. Review of decisions.

Any person aggrieved by any action of an electrical inspector may within ten days after such action file a petition, in writing, with the **city council** and thereupon the **city council** will render a decision within 15 days. The **city council** shall have the right to sustain, modify or reverse the action of any electrical inspector, provided, that until such time as the electrical inspector's action is reversed or modified by the **city council**, such action shall remain in effect. The decision of the **city council** shall be **final**.

Sec. 14-125. Records.

The electrical inspector shall keep complete records of all permits issued, inspections and reinspections made, and other official work performed in accordance with the provisions of this article.

Secs. 14-126–14-139. Reserved.

DIVISION 3.

ELECTRICIANS

Subdivision 1.

Generally

Sec. 14-140. Work restricted.

No electrical work shall be performed by any person not holding a license required by the provisions of this division.

Sec. 14-141. Homeowners.

A homeowner shall be permitted to do electrical work on the dwelling he resides in, provided a permit is acquired for such work and the work is inspected and approved by the electrical inspector.

Secs. 14-142–14-146. Reserved.

Sec. 14-147. Supervision of work.

All electrical work performed within the city shall be under the control, supervision, direction, and responsibility of a master electrician licensed by the state. A

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Deleted: Editors Note: Ord. No. 2004-11, § 1, adopted December 6, 2004, repealed §§ 14-142–14-146 in their entirety, which pertained to issuance generally, transfer, expiration, renewal, and duplicates, respectively, and derived from Ord. No. 2000-30, § 2, adopted January 2, 2001.¶

journeyman or apprentice electrician shall perform the actual work under the supervision, control and responsibility of a master electrician.

Secs. 14-148–14-164. Reserved.

Secs. 14-173. Reserved.

Secs. 14-175–14-184. Reserved.

Subdivision III.

Master Electrician

Sec. 14-185. License required.

Except as otherwise provided by this article, it shall be unlawful for any person to perform or contract for electrical work within the city unless such person is licensed by the state as a master electrician.

Secs. 14-186–14-193. Reserved.

Sec. 14-194. Issuance of permits restricted.

A master electrician shall take out electrical permits only under his own license, and shall supervise, direct and control the electrical work for which the electrical permit is obtained.

Sec. 14-195. Misuse of license.

No master electrician shall assign or in any other way convey his license, its use, or its rights, to anyone by power of attorney or any other process, or become involved in any type of agreement, assignment or use whereby the master electrician will not have supervision, direction and control of the electrical work for which he has obtained electrical permits.

Secs. 14-196–14-209. Reserved.

Subdivision IV.

Journeyman Electrician

Sec. 14-210. License required.

No person shall undertake any work as a journeyman electrician unless such person has first obtained the appropriate current state electrician license.

Deleted: (Ord. No. 2000-30, § 2, 1-2-01; Ord. No. 2002-05, § 4, 3-18-02; Ord. No. 2004-11, § 2, 12-6-04)¶

Deleted: Editors Note: Ord. No. 2004-11, § 1, adopted December 6, 2004, repealed §§ 14-148–14-150 in their entirety, which pertained to payroll records, suspension, withholding or revocation, and time lapse from revocation, respectively, and derived from Ord. No. 2000-30, § 2, adopted January 2, 2001, and Ord. No. 2002-05, § 5, adopted March 18, 2002.¶

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¶
Electrical Board¶

¶
Sec. 14-166. Created.¶

¶
There is hereby created in and for the city an electrical board.¶
(Ord. No. 2000-30, § 2, 1-3-01)¶

¶
Sec. 14-166. Composition.¶

¶
The electrical board shall be composed of five members, each of which to be designated by a position number as follows:¶

¶
—(1) Positions numbered one and two shall be filled by duly licensed city master electricians.¶

¶
—(2) Position number three shall be filled by an employee of an electric public utility company operating ... [1]

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Secs. 14-211–14-214. Reserved.

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Sec. 14-215. Display.

Deleted: **Editors Note:** Ord. No. 2004-11, § 1, adopted December 6, 2004, repealed §§ 14-211 and 14-213 in their entirety, which pertained to applications, and a fee, respectively, and derived from Ord. No. 2000-30, § 2, adopted January 2, 2001.¶

Every journeyman electrician shall carry his license while performing the acts which this license entitles him to perform.
(Ord. No. 2000-30, § 2, 1-2-01)

Secs. 14-216–14-229. Reserved.

Subdivision V.

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Apprentice Electrician Registration

Sec. 14-230. License required.

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No person shall undertake any work as an apprentice electrician unless such person has first obtained the appropriate current state electrician license.

Secs. 14-231–14-233. Reserved.

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Sec. 14-233. Reserved.

Deleted: **Editors Note:** Ord. No. 2004-11, § 1, adopted December 6, 2004, repealed §§ 14-231 and 14-232, which pertained to applications and fees, respectively, and derived from Ord. No. 2000-30, § 2, adopted January 2, 2001.¶

Sec. 14-234. Display.

Every apprentice electrician shall carry his license while performing the acts which this license entitles him to perform.

Secs. 14-235–14-244. Reserved.

Deleted: (Ord. No. 2000-30, § 2, 1-2-01)¶

DIVISION 4.

PERMITS AND INSPECTIONS

Sec. 14-245. Permit required.

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No wiring, poles, duct line, apparatus, devices, appliances, fixtures or equipment for the transmission, distribution or utilization of electrical energy for any purpose shall be installed within the city limits, nor shall any alteration or addition be made to any such existing wiring, poles, duct lines, apparatus, devices, appliances, fixtures or equipment without first securing a permit.

Sec. 14-246. Exceptions-enumerated.

Deleted: (Ord. No. 2000-30, § 2, 1-2-01)¶

- (a) No permit shall be required for replacing fuses or lamps or the connection

of portable equipment to suitable permanently installed receptacles or for repairs to portable appliances.

(b) No permit shall be required for replacing flush or snap switches, receptacles, light fixtures or minor repairs on permanently connected electrical appliances, replacement of small motors of same voltage, amperage, horsepower, but not to exceed three horsepower.

(c) No permit shall be required for the installation, maintenance or alteration of wiring poles and down guys, apparatus, devices, appliances or equipment for telegraph, telephone, signal service or central station protective service used in conveying signals or intelligence, except where electrical work is done on the primary side of the source of power at a voltage over 50 volts and of more than 500 watts.

(d) No permit shall be required for the installation, maintenance or alteration of electric wiring, apparatus, devices, appliances or equipment to be installed by an electric public service company for the use of such company in the generation, transmission, distribution, sale or utilization of electrical energy. However, an electric public service company shall not do any wiring on a customer's premises other than wiring which is a part of the company's distribution system, including metering equipment wherever located and transformer vaults in which company's transformers are located, nor shall any of its employees do any work other than that done for such company as herein before provided for, by virtue of this exception.

(e) No permit shall be required for the installation of temporary wiring, apparatus, devices, appliances or equipment used by a recognized electrical training school or college.

(f) No permit shall be required for the installation and maintenance of railway crossing signal devices when such is performed by due authority of the railroad and in accordance with the standards of the American Railroad Association.

Sec. 14-247. Same-Compliance.

Where no permit is required for the installation or repair of wiring, apparatus, devices, or equipment for the transmission, distribution, or utilization of electrical energy for any purpose, the wiring, apparatus, devices or equipment shall be installed or repaired in conformity with the provisions of the National Electrical Code, NFPA 70.

Secs. 14-248–14-250. Reserved.

Sec. 14-251. Emergencies.

The electrical inspector may issue and enforce any rules or regulations he may deem necessary covering the granting of emergency permits.

Deleted: (Ord. No. 2000-30, § 2, 1-2-01)¶

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Sec. 14-252. Application.

To obtain an electrical permit, the applicant shall first file an application in writing. Each application shall:

- (1) Identify and describe the work to be covered by the permit.
- (2) Describe the location of the proposed work by street address.
- (3) Show the use or occupancy of the building.
- (4) Be accompanied by plans and specifications as required by the electrical inspector. However, a permit may be issued covering part of a building or structure before the entire plans and specifications for the whole building or structure have been submitted or approved, provided adequate information and detailed statements have been made complying with all pertinent requirements of this article. The holder of such permit may proceed without assurance that the permit covering the work in the entire building or structure will be granted.
- (5) Be signed by the master electrician.
- (6) The permit, when issued, shall be issued to the applicant to cover the proposed work as described and detailed. Any changes or additions must be covered by additional permits at the time changes are made.

Sec. 14-253. Checking of plans and specifications.

The application, plans, and specifications filed by an applicant for an electrical permit shall be checked by the electrical inspector. The issuance of a permit based upon these plans and specifications shall not prevent the electrical inspector from requiring the correction of errors. Such plans may be reviewed by other departments of the city to check compliance with laws and ordinances under their jurisdiction.

Deleted: (Ord. No. 2000-30, § 2, 1-2-01; Ord. No. 2002-05, § 6, 3-18-02)¶

Sec. 14-254. Fees.

(a) Before any permit shall be issued, under the provisions of this division, the applicant shall pay fees according to the established schedule.

(b) Ordinary fees will be doubled for any permit issued after the work has been started or after the work has been partially completed or concealed.

(c) In case it becomes necessary to make a reinspection of any work, fees will be charged according to the established schedule.

Deleted: (Ord. No. 2000-30, § 2, 1-2-01; Ord. No. 2002-05, § 7, 3-18-02)¶

Deleted: (Ord. No. 2000-30, § 2, 1-2-01)¶

Sec. 14-255. Temporary installations.

No permit for temporary use shall be valid for a longer period than 90 days unless required for construction purposes. At the end of 90 days, the electrical inspector may issue written instructions to the electric public service company to disconnect service to the temporary installation. A letter addressed to "occupant" at the address of the temporary installation shall be deemed as being sufficient to notify the owner, if name and address of owner is not known to the electrical inspector.

Deleted: (Is 90 days sufficient? Too long/too short?)¶

Secs. 14-256--14-260. Reserved.

Deleted: (Ord. No. 2000-30, § 2, 1-2-01)¶

Sec. 14-261. Display.

Any permit for electrical work shall be displayed in a visible location.

Sec. 14-262. Expiration.

Every permit issued shall expire and become null and void if the building or work authorized by such permit is not commenced within 60 days from the date of the permit or if the building or work authorized by the permit has been suspended for a period of 180 days. Before such work can be restarted, a new permit shall be obtained.

Deleted: (Ord. No. 2000-30, § 2, 1-2-01)¶

Deleted: (Is 60 and 120 days sufficient? Too long/too short?)¶

Deleted: 120

Deleted: (Ord. No. 2000-30, § 2, 1-2-01)¶

Sec. 14-263. Refusal to finish installation.

Any electrical contractor who accepts payment for electrical work, then refuses to finish the work for which a permit was issued, shall, after written notification by the electrical inspector, and after being reviewed by the city council, **be prohibited from pulling permits or performing new work within the city limits** until such work is completed.

Deleted: ~~electrical-board~~

Deleted: ~~have his license suspended~~

Deleted: (Ord. No. 2000-30, § 2, 1-2-01)¶

Sec. 14-264. Suspension or revocation.

The electrical inspector may, in writing, suspend or revoke an electrical permit issued under the provisions of this division whenever the permit is issued in error or on the basis of incorrect information supplied or when in violation of any ordinance, regulation or any of the provisions of this article.

Deleted: (Ord. No. 2000-30, § 2, 1-2-01)¶

Secs. 14-265--14-268. Reserved.

Deleted: ¶

Sec. 14-269. Certificate of approval.

When the electrical work is found to be in compliance with this article, the electrical inspector shall give approval to the public utility company authorizing connection of the electrical service.

Deleted: (Ord. No. 2000-30, § 2, 1-2-01)¶

Secs. 14-270--14-271. Reserved.

Sec. 14-272. Death of master electrician.

After the death of a master electrician, any person engaged in the electrical contractor business shall have the privilege of completing any work currently authorized under the master electrician's license.

Secs. 14-273–14-283. Reserved.

Sec. 14-284. Adoption.

(a) The latest edition of the National Electrical Code, NFPA 70, prepared by the National Fire Protection Association, Inc., as adopted by the city council, will be in effect, copies of which are available for review in the building official's office and the city secretary's office.

(b) In case of conflict between the provisions of the National Electrical Code, NFPA 70 and the provisions of this article, this article shall prevail.

Secs. 14-285–14-292. Reserved.

Sec. 14-293. Special provisions.

(a) Temporary power poles shall have a minimum of two 120-volt duplex receptacles and one 240-volt receptacle.

(b) Electrical metallic tubing (EMT) shall not be buried in ground nor embedded in concrete.

(c) Aluminum conductors are only permitted to be installed overhead between poles.

Secs. 14-294–14-314. Reserved.

Deleted: *

Deleted: continuing to operate

Deleted: for a period of 60 days after the death of the master electrician

Deleted: (Ord. No. 2000-30, § 2, 1-2-01)¶

Deleted: Sec. 14-284. Continuing education. ¶

¶ As a condition of license renewal, each active electrical master and each active electrical journeyman shall complete an approved eight-hour course covering changes between each new edition of the National Electrical Code (NFPA 70) and the preceding edition. A certificate of completion shall accompany each license renewal for years in which a new National Electric Code is adopted. (how do we enforce this? – remove?)¶ (Ord. No. 2002-05, § 2, 3-18-02)¶

Deleted: 5

Deleted: With the passing of the ordinance from which this article derives, the 1999

Deleted: will be adopted

Deleted: (Ord. No. 2000-30, § 2, 1-2-01)¶

Deleted: (Ord. No. 2000-30, § 2, 1-2-01)¶

~~Subdivision II.~~~~Electrical Board~~~~Sec. 14-165. Created.~~

~~There is hereby created in and for the city an electrical board.
(Ord. No. 2000-30, § 2, 1-2-01)~~

~~Sec. 14-166. Composition.~~

~~The electrical board shall be composed of five members, each of which to be designated by a position number as follows:~~

- ~~(1) Positions numbered one and two shall be filled by duly licensed city master electricians.~~
- ~~(2) Position number three shall be filled by an employee of an electric public utility company operating under a city franchise.~~
- ~~(3) Position number four shall be filled by a resident of the city.~~
- ~~(4) Position number five shall be filled by the chief electrical inspector of the city.~~

~~(Ord. No. 2000-30, § 2, 1-2-01)~~

~~Sec. 14-167. Appointment.~~

~~The members of the electrical board shall be appointed by the mayor and confirmed by the city council.
(Ord. No. 2000-30, § 2, 1-2-01)~~

~~Sec. 14-168. Terms.~~

~~All appointments to the electrical board shall be for terms of three years. Each member of the board shall serve until his successor has been appointed and qualified.~~

~~(Ord. No. 2000-30, § 2, 1-2-01)~~

~~Sec. 14-169. Removal.~~

~~Any appointive member of the electrical board shall be subject to discharge and removal from his position on the board at any time by the mayor.~~

~~(Ord. No. 2000-30, § 2, 1-2-01)~~

~~Sec. 14-170. Compensation.~~

~~Each member of the electrical board shall serve without compensation; however, members of the board shall be reimbursed for all reasonable expenses incurred in the performance of board duties.
(Ord. No. 2000-30, § 2, 1-2-01)~~

~~Sec. 14-171. Officers.~~

~~The mayor shall designate one member of the electrical board to serve as chairman, and the chief electrical inspector shall serve as secretary of the board.
(Ord. No. 2000-30, § 2, 1-2-01)~~

~~Sec. 14-172. Quorum.~~

~~Three members of the electrical board present at any meeting shall constitute a quorum for the transaction of all business of the board. A majority vote of the members present at any meeting shall prevail.
(Ord. No. 2000-30, § 2, 1-2-01)~~

Page 5: [2] Deleted

Susan Smith

6/28/2012 1:45:00 PM

Editors Note: Ord. No. 2004-11, § 1, adopted December 6, 2004, repealed § 14-173 in its entirety, which pertained to conduct examinations, and derived from Ord. No. 2000-30, § 1, adopted January 2, 2001.

~~Sec. 14-174. Appeal from action.~~

~~Any person dissatisfied with a decision of the electrical board shall have the right to appeal. This appeal shall be accomplished by addressing a letter to the city council within ten days after the electrical board's action. Upon receipt of notice of such appeal, the city council shall set a hearing date and the city secretary shall notify the appellant and the chairman of the electrical board of the date of the hearing. The electrical board, as well as the appellant, shall have the right to be heard whenever this hearing is held. The city council shall have the right to affirm, modify or reverse the action and/or decision of the electrical board. The action of the city council shall be final. If no appeal is made within the time and in the manner provided in this section, the ruling of the electrical board shall be final.
(Ord. No. 2000-30, § 2, 1-2-01)~~

Page 5: [3] Deleted

Susan Smith

6/28/2012 1:45:00 PM

Editors Note: Ord. No. 2004-11, § 1, adopted December 6, 2004, repealed §§ 14-186--14-190, and § 14-192 in their entirety, which pertained to qualifications, application, examination; fee, reexaminations, license fee, and permanent number, respectively, and derived from Ord. No. 2000-30, § 2, adopted January 2, 2001.

Page 5: [4] Deleted

Susan Smith

6/28/2012 1:39:00 PM

Sec. 14-194. Insurance. (Are the coverage amounts current? Should we change it to require coverage amounts as currently set by the state?)

- (a) For any permits to be issued, the applicant must provide evidence of

holding a comprehensive general liability insurance policy (including products liability and completions operations coverage) with minimum limits of \$1,000,000.00 for death or bodily injury and \$250,000.00 for property damage, per occurrence. This policy must be issued by a carrier with a rating of B+ or better in the last published edition of Best's Insurance Reports-Property Casualty Volume (published by A. M. Best Company, Oldwich, New Jersey 08858). Proof of the coverage shall be provided in the form of a certificate issued by an authorized agent or employee of the company issuing the policy, that specifies coverage and identifies the insured. Each certificate shall provide that not less than 30 days' written notice shall be given to the city in the event of reduction or cancellation of the policy prior to the expiration date specified on the certificate, or lapse by nonrenewal.

(b) These insurance requirements would not apply to any permits obtained by homeowners as outlined in section 14-141.

(Ord. No. 2000-30, § 2, 1-2-01)

Regular City Council

Agenda Item

Meeting Date: July 2, 2012

Data Sheet

Topic:

Approve Resolution No. 2012-19, a Resolution of the City Council of the City of Tomball, Texas, Authorizing the Purchase of Property from Tomball 10 Joint Venture for use in the Medical Complex Drive Expansion Project; and Authorizing the City Manager to Execute All Documents Related Thereto

Background:

First American Title Company is requiring City Council to adopt a Resolution authorizing the purchase of property for the Medical Complex Drive expansion project.

The purchase price for Parcel 2 on the Medical Complex Drive expansion is \$314,810.00.

Origination:

First American Title Company and Loren B. Smith, Olson & Olson

Recommendation:

Approve Resolution No. 2012-19

Funding:

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

City Secretary

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

ATTACHMENTS:

Resolution No. 2012-19

RESOLUTION NO. 2012-19

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS AUTHORIZING THE PURCHASE OF PROPERTY FROM TOMBALL 10 JOINT VENTURE FOR USE IN THE MEDICAL COMPLEX DRIVE EXPANSION PROJECT; AND AUTHORIZING THE CITY MANAGER TO EXECUTE ALL DOCUMENTS RELATED THERETO.

* * * * *

WHEREAS, the City of Tomball needs to purchase Parcel 2, being a parcel containing 1.4454 acres (62.962 square feet) of land situated in the William Hurd Survey, A-378, Harris County, Texas, and being out of and a part of a called 9.872 acre tract conveyed to Tomball 10 Joint Venture by deed dated January 20, 1983 and recorded under Harris County Clerk's File No. H784607, Film Code No. 036-82-0481, Official Public Records of Real Property of Harris County, Texas (the "Property") for the completion of the Medical Complex Drive Expansion project; and

WHEREAS, the City of Tomball has reached an agreement with the owners of the Property, Tomball 10 Joint Venture, for the purchase of the property; and

WHEREAS, the City Council of the City of Tomball wishes to approve the purchase of the Property and to authorize the City Manager to execute all documents related to the purchase of the Property; **NOW, THEREFORE**,

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS that the purchase of the Property described above is hereby approved and the City Manager is hereby authorized to execute all documents related to the purchase of the Property.

PASSED, APPROVED, AND RESOLVED this 2nd day of July 2012.

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Regular City Council

Agenda Item

Meeting Date: July 2, 2012

Data Sheet

Topic:

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

Background:

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

The agreement is good for the 2012-2013 school year and will be renegotiated each year thereafter. The costs associated with this School Resource Officer position are reimbursed to the City as a 70% work equivalent (187 days) to cover the regular school year. Total payment to City of Tomball from TISD for the year will be \$251,868.00.

Origination:

Robert S. Hauck, Chief of Police

Recommendation:

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

Funding: Yes

Account Number: 121-100-5730

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

Robert S. Hauck, Chief of Police

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

ATTACHMENTS:

Interlocal Agreement re Student Resource Officer

**INTERLOCAL AGREEMENT
(Student Resource Officer)**

1. PARTIES

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

2. PURPOSE

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

3. TERM OF THE AGREEMENT

3.1. The term of this Agreement begins on August, 1, 2012, and ends on July 31, 2013, unless terminated sooner in accordance with Section 7.

4. CITY'S RIGHTS AND OBLIGATIONS

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

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

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

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

5. CONTRACTOR'S PAYMENT OBLIGATION

5.1. The Contractor agrees to pay the City of Tomball the sum of TWO HUNDRED FIFTY ONE THOUSAND EIGHT HUNDRED SIXTY EIGHT DOLLARS (\$251,868.00) to contract police services, or to be used by the City of Tomball for the purpose of supplementing the cost to the City for supplying the law enforcement services, including salaries and any additional expenses the City may incur in providing the services for a period of 187 days beginning the 20th day of August, 2012. Contractor must make payments on the total sum in installments, which are due and payable, without demand, on or before the following dates in the amounts set forth:

Nine (9) payments of \$27,985.33, due on the 20th of each month, first payment due September 20, 2012.

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

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

6. CITY'S PREROGATIVE TO APPOINT EXTRA OFFICERS

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

7. TERMINATION AND DEFAULT

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

8. NOTICE

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

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

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

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

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

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

9. MISCELLANEOUS

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

SIGNED in duplicate originals this _____ day of _____ 2012.

APPROVED AS TO FORM:

City of Tomball

ATTEST:

By:
Doris Speer
City Secretary

By:
Gretchen Fagan
Mayor

Tomball Independent School District

ATTEST:

By:
Kit Pfeiffer
Director of Administrative Services

By:
John Neubauer
Superintendent

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 2, 2012

Topic:

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

Background:

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

This Interlocal Agreement covers the 2011-2012 school year and sets the payment terms. Full-time officers are paid directly by the TISD, and part-time officer pay is reimbursed to the City. All mileage costs are fully reimbursed to the City.

This is a renewal of the 2011-2012 agreement.

Origination:

Robert S. Hauck, Chief of Police

Recommendation:

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

Funding: Yes

Account Number: 100-121-6108

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

Robert S. Hauck, Chief of Police

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

ATTACHMENTS:

Officer and Vehicle ILA

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 2, 2012

Topic:

Appoint Member to Fill Vacancy and Complete Unexpired Term on City of Tomball Planning and Zoning Commission

Background:

As many of you are aware, James Kendler, a member of the City's Planning and Zoning Commission, passed away unexpectedly on June 20, 2012.

Council is asked to make an appointment to fill the unexpired portion of Mr. Kendler's position on the Planning and Zoning Commission; the term of this position will expire June 1, 2014.

The following individuals have expressed an interest in serving on the Planning and Zoning Commission:

Lisa Daniels
William Harris
Rocky LeAnn Pilgrim
Christine Roquemore
Darrell Roquemore
Richard Bruce (currently serving on the TEDC)
John Dillon (currently serving on ESD #8)
Jarmon Wolfe (currently servings as an alternate on the BOA).

I would like to recommend that Darrell Roquemore be appointed to complete the unexpired term; nominations will also be accepted at the Council meeting.

Origination:

Mayor Fagan

Recommendation:

N/A

Funding:

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

Doris Speer

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

ATTACHMENTS:

Planning and Zoning Commission Roster

Lisa Daniels Application

William Harris Application

Rocky LeAnn Pilgrim Application

Christine Roquemore Application

Darrell Roquemore Application

Richard Bruce Application

John Dillon Application

Jarmon Wolfe Application

PLANNING AND ZONING COMMISSION
(3-year terms)

Chair

Lori Wallace
1821 S. Cherry
Tomball, Texas 77375
(Apptd 2007/2010)

Cell: 832-549-4079
Cell E-mail: harleysperson@yahoo.com
Home: 281-351-4079
E-mail: wallaceloria@sbcglobal.net
Expires: 6/1/2013

Michele Beauvais
29502 Imperial Creek Dr.
Tomball, Texas 77377
(Apptd 2011)

Office: 281-831-3332
Home: 832-559-7532
Cell: 281-831-3332
E-mail: mbeauvais@comcast.net
Expires: 6/1/2014

Evelyn Torres-Chervenak
111 McPhail
Tomball, TX. 77375
(Appt. 2011, 2012)

Office: 832-704-8090
Home: 832-704-8090
Email: etfaith@ymail.com
Expires: 6/1/2015

Barbara Tague
P.O. Box 20
Tomball, TX. 77377-0020
(Apptd 2010, 2012)

Home: 281-351-0904
Cell: 713-851-0737
Email: 4tague@sbcglobal.net
Expires: 6/1/2015

Tomball, Texas 77375
(Apptd 2011)

Home:
Cell:
E-mail:
Expires: 6/1/2014

CITY MANAGER
George Shackelford

281-290-1006 (8 am - 5 pm)
gshackelford@ci.tomball.tx.us

CITY SECRETARY
Doris Speer

281-290-1002 (8 am - 5 pm)
dspeer@ci.tomball.tx.us

DIRECTOR COMMUNITY DEVELOPMENT
Narciso Lira

281-290-1412
nlira@ci.tomball.tx.us

ASSISTANT CITY ENGINEER
Lori Lakatos

281-290-1466
llakatos@ci.tomball.tx.us

CITY PLANNER
Rodney Schmidt

281-290-1410
rschmidt@ci.tomball.tx.us

ENGINEERING SENIOR ADMIN. ASSISTANT
Brandy Pate

281-290-1405
bpate@ci.tomball.tx.us

(Buildings Standards-as needed, Capital Improvement Advisory-annually, & Impact Fee Advisory Committee-5 years)
Rev. 5-21-12



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings (typically, three meetings) in any twelve consecutive months or absent from more than three consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2010 will expire in 2012.

Please Type or Print Clearly:

Date: 5-24-2010

Name: LISA DANIELS

Phone: 281-639-1592

Address: 403 Epps ST

Phone: 281-639-1592 (Home)

City/State/Zip: Tomball TX

Email: ledaniels00@mac.com 77375

(Work)

I have lived in Tomball <1 years.

I am ☒ am not ☐ a U.S. Citizen

Occupation: Pharmaceutical Sales
Covering N.W. Houston - Tomball & Magnolia

Professional and/or Community Activities: Former head of West Houston
Chamber Health and Wellness Committee
member Houston READ Volunteer -

Additional Pertinent Information/References: _____

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

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

Decision-Making Boards and Commissions

☒ (1) Planning & Zoning Commission ✓

☐ () Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.

To Be Announced; Evenings

Separate Legal Entities

☐ () Tomball Economic Development Corporation

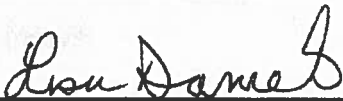
☐ () Tomball Hospital Board

Meeting Information

Fourth Tuesday of the Second Month of Each Quarter, 5:30 p.m. (special meetings may be called)

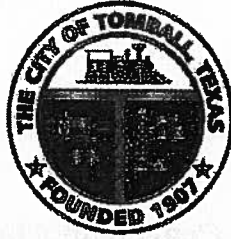
Fourth Wednesday each month, 4 p.m.

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


Signature of Applicant

Please return this application to:

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



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type of Print Clearly:

Date: 02 MAY 2011

Name: William A. Harris

Phone: 832-978-9624

(Home)

Address: 30810 Country Meadows Dr

Phone:

(Work)

City/State/Zip Tomball, TX 77375

Cell: 832-978-9624

Email: William.Harris@yahoo.com

I have lived in Tomball 6 years.

I am ☒ ~~am not~~ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: Private Security

Professional and/or Community Activities: AWANA Leader at Graceview Baptist Church
Architectural Control Committee member for Country Meadows HOA
Cubmaster (leader) Cubscout Pack - Boy Scouts of America

Additional Pertinent Information/References: _____

References available upon request.

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

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

Decision-Making Boards and Commissions

- (1) Planning & Zoning Commission
- (3) Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- (2) Tomball Economic Development Corporation

Meeting Information

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

- (4) Tomball Hospital Board

Fourth Wednesday each month, 4 p.m.

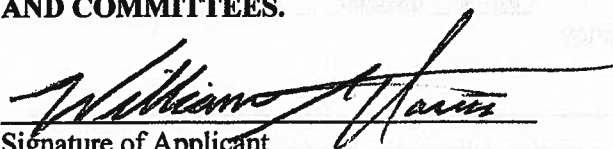
Ad Hoc/Advisory Committees

- (5) Downtown Tomball Advisory Committee
- DTAC does not require Tomball residency

Meeting Information

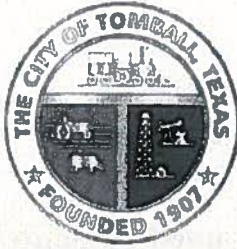
As called

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


Signature of Applicant

Please return this application to:

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



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type or Print Clearly:

Date: 06 May 12

Name: Rocky LeAnn Pilgrim

Phone: n/a

Address: 211 Commerce St.

Phone: 281-516-7054 (Home)

City/State/Zip Tomball, TX 77375

Cell: 713-859-1431 (Work)

Email: rockypilgrim@yahoo.com

I have lived in Tomball 7 years.

I am x ~~am not~~ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: Attorney

Professional and/or Community Activities: Active volunteer with Houston Volunteer Lawyers Program; volunteer at SIRE in Hockley (therapeutic riding program for disabled children and adults); adjunct professor for UHD criminal justice program

Additional Pertinent Information/References: Vitae attached.

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

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

Decision-Making Boards and Commissions

(1) Planning & Zoning Commission

(4) Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.

To Be Announced; Evenings

Separate Legal Entities

(3) Tomball Economic Development Corporation

() Tomball Hospital Board

Meeting Information

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

Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

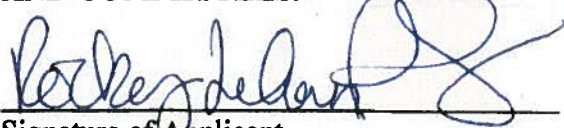
(2) Downtown Tomball Advisory Committee

DTAC does not require Tomball residency

Meeting Information

As called

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



Signature of Applicant

Please return this application to:

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

ROCKY LEANN PILGRIM

P.O. Box 1352
TONBALL, TEXAS 77377

rocky@pilgrimlaw.com
281.516.7054

VITAE

ADMISSIONS AND CERTIFICATIONS:

State Bar of Texas	November 2003
United States District Court – Southern District of Texas	October 2004

EDUCATIONAL BACKGROUND:

Boston College Law School <i>Juris Doctor</i>	Newton, MA Aug. 2000 - May 2003
University of Texas – Pan American <i>Bachelor of Arts, cum laude</i> (Philosophy, English, Pol. Science)	Edinburg, TX Sept. 1995 - Aug. 1999
Mediation Training (A.A. White Dispute Resolution Center)	April 2007

PROFESSIONAL EXPERIENCE:

Pilgrim Law Office <i>Solo Practitioner</i> (including family law, estate planning, probate, business law)	Tomball, TX Nov. 2003 - present
University of Houston – Downtown <i>Adjunct Professor</i> (legal courses in criminal justice dept.)	Houston, TX Jan. 2004 - present

PROFESSIONAL ASSOCIATIONS/ACTIVITIES:

- Texas Bar Association
- Texas State Bar College
- State Bar of Texas Pro Bono College
- Phi Kappa Phi (honor society)
- Gamma Beta Phi (honor/service society)
- Houston Volunteer Lawyers Association (Equal Access Champion as volunteer lawyer)

PUBLICATIONS:

Jon Sorensen & Rocky Pilgrim, *DEATH BY LETHAL INJECTION: CAPITAL PUNISHMENT IN TEXAS DURING THE MODERN ERA* (University of Texas Press) (2006).

Jon Sorensen & Rocky Pilgrim, *Institutional Affiliation of Authors in the Top Criminal Justice Journals, 1995 – 1999*, 30 J. CRIM. JUSTICE 11 (2002).

Jon Sorensen, Don Wallace & Rocky Pilgrim, *Empirical Studies on Race and Death-Sentencing: A Decade After the GAO Report*, 37 CRIM. LAW BULLETIN 395 (2001).

Jon Sorensen & Rocky Pilgrim, *An Actuarial Risk Assessment of Violence Posed by Capital Murder Defendants*, 90 J. CRIM. LAW & CRIM. 1251 (2000).

PRESENTATIONS:

Essentials of Estate Planning and Probate. Presentation for the Asian Pacific Interest Section of the State Bar of Texas Annual Retreat 2012, Austin.

Measuring Capriciousness in Capital Punishment Systems, with J. Sorensen. Paper presented at SWACJ 2004, Houston.

What We Know about Capital Punishment: How Recent Empirical Evidence from Texas Challenges Criminological Wisdom, with J. Sorensen. Paper presented at ASC 2003, Denver.

Identifying Death Penalty Cases that Represent the “Worst of the Worst”, with J. Sorensen. Paper presented at ACJS 2003, Boston.

How Jurors Think About “Dangerousness”, with J. Sorensen. Paper presented at the conference, “The Law and Politics and the Death Penalty: Abolition, Moratorium or Reform?,” sponsored by the Wayne Morse Center for Law and Politics, University of Oregon, Eugene, March 2002.

Predicting Prison Violence: A Comparison of Logistic Regression-Based and Proportional Hazard Models, with J. Sorensen. Paper presented at ACJS 2000, New Orleans.

Jury Deliberations Relating to Future Dangerousness, with J. Sorensen. Paper presented at ASC 1999, Toronto.

Assessing the Risk of Future Dangerousness Posed by Capital Defendants, with J. Sorensen. Paper presented at ACJS 1999, Orlando.



CITY OF TOMBALL

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Please Type or Print Clearly:

Date: 5-9-2012

Name: Christine (Tina) Roquemore

Phone: 281-357-1704
(Home)

Address: 614 N. Hickory

Phone: _____
(Work)

City/State/Zip Tomball, Tx 77375

Cell: 713-907-5530

Email: dtroquemore@gmail.com

I have lived in Tomball 9 years.

I am ☒ am not ☐ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: I work part-time for the following businesses:
- NONNIE'S SODA FOUNTAIN
- ASHELYAN MANOR
- EXQUISITE REFLECTIONS

Professional and/or Community Activities: Tomball Republican Women Club,
DOWN SYNDROME ASSOC OF HOUSTON, HIDDEN MIRACLES
PARENT NETWORK, SPECIAL OLYMPICS OF TEXAS.

Additional Pertinent Information/References: With a special needs daughter now in high school, my time to be involved has increased. My first choice for this time is to be more involved than just my attending City Council meetings.

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Decision-Making Boards and Commissions

- ☒ Planning & Zoning Commission
☒ Board of Adjustments

Meeting Information

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To Be Announced; Evenings

Separate Legal Entities

- ☒ Tomball Economic Development Corporation

☐ Tomball Hospital Board

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- ☒ Downtown Tomball Advisory Committee
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Meeting Information

As called

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Signature of Applicant

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Please Type of Print Clearly:

Date: MAY 10, 2012

Name: DARRELL E. ROQUEMORE

Phone: 281.357.1704

(Home)

Address: 614 N HICKORY

Phone: 281.290.0856

(Work)

City/State/Zip TOMBALL, TX 77375

Cell: 281.744.5413

Email: DEROQUEMORE@GMAIL.COM

I have lived in Tomball 9+ years.

I am X am not ___ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: MANAGER, COMPUTER BUSINESS SYSTEMS

Professional and/or Community Activities: ACTIVE MEMBER OF CIVIL AIR PATROL (US AIR FORCE AUXILIARY). SUNDAY SCHOOL TEACHER.

Additional Pertinent Information/References: MR & MRS DAVID TAGUE

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- () Downtown Tomball Advisory Committee
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As called

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Please Type or Print Clearly:

Date: 1/25/00

Name: Dea R Bruce

Phone: 281 357 0860

Address: 14231 Spring Pines Dr.

(Home)
Phone: 281 382 8806
(Work)

City/State/Zip: Tomball TX 77325

Email: brucer-1@prodigy.net

I have lived in Tomball 5 years.

I am ☒ am not ☐ a U.S. Citizen

Occupation: Retired Educator;

Professional and/or Community Activities: Home owner Association
President; Teach Bible Classes;

Additional Pertinent Information/References: Travel 2-3 times a
year

Norm / Martha Huebner
Randy Pass, Mark Stoll, David Quinn

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Decision-Making Boards and Commissions

Meeting Information

(✓) Planning & Zoning Commission

Second Monday each month, 6 p.m.

(✓) Board of Adjustments

To Be Announced; Evenings

Separate Legal Entities

Meeting Information

(✓) Tomball Economic Development Corporation

Fourth Tuesday of the Second Month of Each Quarter, 5:30 p.m. (special meetings may be called)

(✓) Tomball Hospital Board

Fourth Wednesday each month, 4 p.m.

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

Dea R. Bruce

Signature of Applicant

Please return this application to:

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



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Please Type or Print Clearly:

Date: 01/26/2010

Name: JOHN P. DILLOV

Phone: 281-351-2921

Address: 14166 TURNER VIVE

Phone: 713-755-7405 (Home)

City/State/Zip: TOMBALL TX 77375

CELL (Work)
281-610-1133

Email: JOHN P. DILLOV 76 @ GMAIL.COM

I have lived in Tomball 18 years.

I am ☒ am not ☐ a U.S. Citizen

Occupation: DEPUTY SHERIFF

Professional and/or Community Activities: COMMISSIONER ESD 8

Additional Pertinent Information/References: TRUSTEE AT CHURCH

FINANCE COMMITTEE AT CHURCH

LAY REPRESENTATIVE AT STATE CONFERENCE AT CHURCH

ROSE HILL UNITED METHODIST

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Decision-Making Boards and Commissions

1 (✓) Planning & Zoning Commission

3 (✓) Board of Adjustments

Meeting Information

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Separate Legal Entities

2 (✓) Tomball Economic Development Corporation

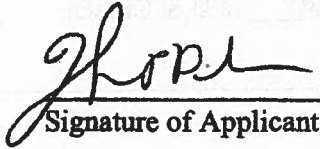
() Tomball Hospital Board

Meeting Information

Fourth Tuesday of the Second Month of Each Quarter, 5:30 p.m. (special meetings may be called)

Fourth Wednesday each month, 4 p.m.

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



Signature of Applicant

Please return this application to:

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Tomball, TX 77375



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Please Type or Print Clearly:

Date: 1/24/12

Name: Jarmon Wolfe

Phone: 281-351-9590

Address: 504 Kane

Phone: 832-868-6069 (Home)

City/State/Zip Tomball, TX 77375

Cell: _____ (Work)

Email: jarcarwolfe@comcast.net

I have lived in Tomball 11 years.

I am ☒ am not _____ a U.S. Citizen

Occupation: Currently Unemployed

Professional and/or Community Activities: DTAC

Additional Pertinent Information/References: _____

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Decision-Making Boards and Commissions

- 1 (X) Planning & Zoning Commission
2 (X) Board of Adjustments

Separate Legal Entities

- (3) Tomball Economic Development Corporation

- (4) Tomball Hospital Board

Meeting Information

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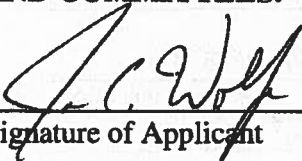
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Fourth Wednesday each month, 4 p.m.

Tourism Board as resident

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



Signature of Applicant

Please return this application to:

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City of Tomball
401 Market Street
Tomball, TX 77375

Regular City Council Agenda Item Data Sheet

Meeting Date: July 2, 2012

Topic:

Appoint Alternate Member, Position 2, to Fill Vacancy and Complete Unexpired Term on City of Tomball Board of Adjustments

Background:

Chad Degges, former Alternate, Position 2 on the Board of Adjustments, was appointed by City Council to the Tomball Economic Development Corporation on June 4, 2012.

Council is asked to make an appointment to fill the unexpired portion of Mr. Degges' position on the Board of Adjustments; the term of this position will expire March 2, 2013.

The following individuals have expressed an interest in serving on the Board of Adjustments:

William Harris
Rocky LeAnn Pilgrim
Christine Roquemore
Darrell Roquemore
Richard Bruce (currently serving on the TEDC)
John Dillon (currently serving on ESD #8)
Jarmon Wolfe (currently servings as an alternate on the BOA).

I would like to recommend that Rocky LeAnn Pilgrim be appointed to complete the unexpired term; nominations will also be accepted at the Council meeting.

Origination:

Mayor Fagan

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:

Board of Adjustments Roster

William Harris Application
Rocky LeAnn Pilgrim
Christine Roquemore Application
Darrell Roquemore Application
Richard Bruce Application
John Dillon Application
Jarmon Wolfe Application

Board of Adjustments

Regular BOA Member

Tana Ross – Position 1
30722 Country Meadows
Tomball, Texas 77375

Home: 281-516-7185
Office: 713-515-0226
Email: tananewz@att.net
Expires: 3/2/2013
(Apptd 2008 as sub; 2009/2011 as regular member) - 2

John Ford – Position 2 (Chair)
930 Agg Road
Tomball, Texas 77375

Home: 281-357-1466
Office: 979-680-5439
Email: john_ford@chs.net
Expires: 3/2/2014
(Apptd 2008/2010/2012 as regular member) - 3

Rick Tomlinson - Position 3
1720 Baker Drive
Tomball, Texas 77375

Home: 281-351-7207
Email: ricky1@att.net
Expires: 3/2/2013
(Apptd 2008 as sub; 2009/2011 as regular member) - 2

John Lynch – Position 4
14219 Carneswood
Tomball, Texas 77375

Home: none
Office: 281-351-0949
Email: john@johnnlynchcpa.com
Expires: 3/2/2014
(Apptd 2/2010/2012 as regular member) - 3

Brett Tynes – Position 5 (Vice Chair)
824 Wilson Lane
Tomball, Texas 77375

Home: 281-386-6653
Email: btynes@hiddenval.com
Expires: 3/2/2013
(Apptd 2008 as sub; 2009/2011 as regular member) - 2

Alternate BOA Member

Billy Hemby - Alternate 1
14127 Pollux Court
Tomball, Texas 77375

Home: 713-899-2289
Office: 713-862-6364
Email: Billyhemby@aol.com
Expires: 3/2/2014
(Apptd 2/2010/2012 as alternate) - 2

Alternate 2

Tomball, TX 77375

Home:
Office:
Email:
Expires 3/2/2013

April Gray - Alternate 3
704 Percival Street
Tomball, TX. 77375

Home: 281-255-8515
Office: 281-899-4602
Email: april.d.gray@att.net
Email 2: april.gray@sbmatlantia.com
Expires: 3/2/2014
(Apptd 2/2010/2012 as alternate) - 2

Jarmon Wolfe – Alternate 4
504 Kane
Tomball, TX 77375

Home: 281-351-9590
Office: 832-868-6069
Email: jarcarwolfe@comcast.net
Expires: 3/2/2013
(Apptd 2/2012 as alternate) - 1

CITY MANAGER

George Shackelford
401 Market Street

Office: 281-290-1006
E-mail: gshackelford@ci.tomball.tx.us

ASST. CITY MANAGER

Christal Kliewer
401 Market Street

Office: 281-290-1009
E-mail: ckliewer@ci.tomball.tx.us

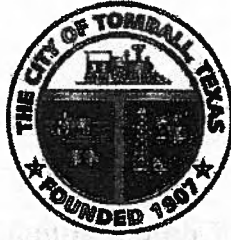
CITY SECRETARY

Doris Speer

Office: 281-290-1002
E-mail: dspeer@ci.tomball.tx.us

DO NOT release home address, phone or dependent info.

Rev 2-23-12



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Please Type or Print Clearly:

Date: 02 MAY 2011

Name: William A. Harris

Phone: 832-978-9624

(Home)

Address: 30810 Country Meadows Dr

Phone:

(Work)

City/State/Zip Tomball, TX 77375

Cell: 832-978-9624

Email: William.Harris@yahoo.com

I have lived in Tomball 6 years.

I am X ~~am not~~ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: Private Security

Professional and/or Community Activities: AWANA Leader at Graceview Baptist Church
Architectural Control Committee member for Country Meadows HOA
Cubmaster (leader) Cubscout Pack - Boy Scouts of America

Additional Pertinent Information/References: _____

References available upon request.

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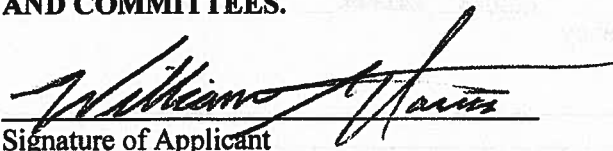
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As called

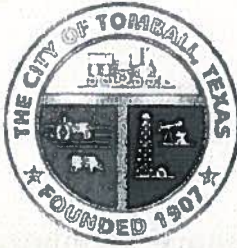
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Signature of Applicant

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CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type of Print Clearly:

Date: 06 May 12

Name: Rocky LeAnn Pilgrim

Phone: n/a

Address: 211 Commerce St.

Phone: 281-516-7054 (Home)

City/State/Zip Tomball, TX 77375

Cell: 713-859-1431 (Work)

Email: rockypilgrim@yahoo.com

I have lived in Tomball 7 years.

I am ☒ ~~am not~~ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: Attorney

Professional and/or Community Activities: Active volunteer with Houston Volunteer Lawyers Program; volunteer at SIRE in Hockley (therapeutic riding program for disabled children and adults); adjunct professor for UHD criminal justice program

Additional Pertinent Information/References: Vitae attached.

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

Decision-Making Boards and Commissions

- (1) Planning & Zoning Commission
(4) Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- (3) Tomball Economic Development Corporation

() Tomball Hospital Board

Meeting Information

First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)
Fourth Wednesday each month, 4 p.m.

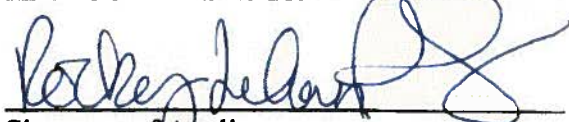
Ad Hoc/Advisory Committees

- (2) Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

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



Signature of Applicant

Please return this application to:

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

ROCKY LEANN PILGRIM

P.O. BOX 1352
TONBALL, TEXAS 77377

rocky@pilgrimlaw.com
281.516.7054

VITAE

ADMISSIONS AND CERTIFICATIONS:

State Bar of Texas	November 2003
United States District Court – Southern District of Texas	October 2004

EDUCATIONAL BACKGROUND:

Boston College Law School <i>Juris Doctor</i>	Newton, MA Aug. 2000 - May 2003
University of Texas – Pan American <i>Bachelor of Arts, cum laude</i> (Philosophy, English, Pol. Science)	Edinburg, TX Sept. 1995 - Aug. 1999
Mediation Training (A.A. White Dispute Resolution Center)	April 2007

PROFESSIONAL EXPERIENCE:

Pilgrim Law Office <i>Solo Practitioner</i> (including family law, estate planning, probate, business law)	Tomball, TX Nov. 2003 - present
University of Houston – Downtown <i>Adjunct Professor</i> (legal courses in criminal justice dept.)	Houston, TX Jan. 2004 - present

PROFESSIONAL ASSOCIATIONS/ACTIVITIES:

- Texas Bar Association
- Texas State Bar College
- State Bar of Texas Pro Bono College
- Phi Kappa Phi (honor society)
- Gamma Beta Phi (honor/service society)
- Houston Volunteer Lawyers Association (Equal Access Champion as volunteer lawyer)

PUBLICATIONS:

Jon Sorensen & Rocky Pilgrim, *DEATH BY LETHAL INJECTION: CAPITAL PUNISHMENT IN TEXAS DURING THE MODERN ERA* (University of Texas Press) (2006).

Jon Sorensen & Rocky Pilgrim, *Institutional Affiliation of Authors in the Top Criminal Justice Journals, 1995 – 1999*, 30 J. CRIM. JUSTICE 11 (2002).

Jon Sorensen, Don Wallace & Rocky Pilgrim, *Empirical Studies on Race and Death-Sentencing: A Decade After the GAO Report*, 37 CRIM. LAW BULLETIN 395 (2001).

Jon Sorensen & Rocky Pilgrim, *An Actuarial Risk Assessment of Violence Posed by Capital Murder Defendants*, 90 J. CRIM. LAW & CRIM. 1251 (2000).

PRESENTATIONS:

Essentials of Estate Planning and Probate. Presentation for the Asian Pacific Interest Section of the State Bar of Texas Annual Retreat 2012, Austin.

Measuring Capriciousness in Capital Punishment Systems, with J. Sorensen. Paper presented at SWACJ 2004, Houston.

What We Know about Capital Punishment: How Recent Empirical Evidence from Texas Challenges Criminological Wisdom, with J. Sorensen. Paper presented at ASC 2003, Denver.

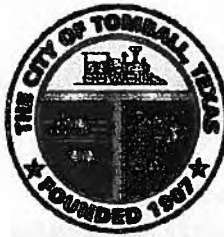
Identifying Death Penalty Cases that Represent the “Worst of the Worst”, with J. Sorensen. Paper presented at ACJS 2003, Boston.

How Jurors Think About “Dangerousness”, with J. Sorensen. Paper presented at the conference, “The Law and Politics and the Death Penalty: Abolition, Moratorium or Reform?”, sponsored by the Wayne Morse Center for Law and Politics, University of Oregon, Eugene, March 2002.

Predicting Prison Violence: A Comparison of Logistic Regression-Based and Proportional Hazard Models, with J. Sorensen. Paper presented at ACJS 2000, New Orleans.

Jury Deliberations Relating to Future Dangerousness, with J. Sorensen. Paper presented at ASC 1999, Toronto.

Assessing the Risk of Future Dangerousness Posed by Capital Defendants, with J. Sorensen. Paper presented at ACJS 1999, Orlando.



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Please Type or Print Clearly:

Date: 5-9-2012

Name: Christine (Tina) Roquemore

Phone: 281-357-1704
(Home)

Address: 614 N. Hickory

Phone: _____
(Work)

City/State/Zip Tomball, Tx 77375

Cell: 713-907-5530

Email: dtroquemore@gmail.com

I have lived in Tomball 9 years.

I am ☒ am not ☐ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: I work part-time for the following businesses:
- NONNIE'S SODA FOUNTAIN
- ASHELYN MANOR
- EXQUISITE REFLECTIONS

Professional and/or Community Activities: Tomball Republican Women Club,
DOWN SYNDROME ASSOC OF HOUSTON, HIDDEN MIRACLES
PARENT NETWORK, SPECIAL OLYMPICS OF TEXAS.

Additional Pertinent Information/References: With a special needs daughter now in high school, my time to be involved has increased. My first choice for this time is to be more involved than just my attending City Council meetings.

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Decision-Making Boards and Commissions

- ☒ Planning & Zoning Commission
☒ Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- ☒ Tomball Economic Development Corporation

☐ Tomball Hospital Board

Meeting Information

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

- ☒ Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

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


Signature of Applicant

Please return this application to:

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



CITY OF TOMBALL

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Please Type of Print Clearly:

Date: MAY 10, 2012

Name: DARRELL E. ROQUEMORE

Phone: 281.357.1704

(Home)

Address: 614 N HICKORY

Phone: 281.290.0856

(Work)

City/State/Zip TOMBALL, TX 77375

Cell: 281.744.5413

Email: DEROQUEMORE@GMAIL.COM

I have lived in Tomball 9+ years.

I am X am not ___ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: MANAGER, COMPUTER BUSINESS SYSTEMS

Professional and/or Community Activities: ACTIVE MEMBER OF CIVIL AIR PATROL (US AIR FORCE AUXILIARY). SUNDAY SCHOOL TEACHER.

Additional Pertinent Information/References: MR & MRS DAVID TAGUE

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- () Downtown Tomball Advisory Committee
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Please Type or Print Clearly:

Date: 1/25/00

Name: Dea R Bruce

Phone: 281 357 0860
(Home)

Address: 14231 Spring Pines Dr.

Phone: 281 382 8806
(Work)

City/State/Zip: Tomball TX 77375

Email: brucer-1@prodigy.net

I have lived in Tomball 5 years.

I am ☒ am not ☐ a U.S. Citizen

Occupation: Retired Educator;

Professional and/or Community Activities: Home owner Association
President; Teach Bible Classes

Additional Pertinent Information/References: Travel 2-3 times a
year
Norm / Martha Huebner
Randy Pass, Mark Stell, David Quinn

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Decision-Making Boards and Commissions

Meeting Information

(✓) Planning & Zoning Commission

Second Monday each month, 6 p.m.

(✓) Board of Adjustments

To Be Announced; Evenings

Separate Legal Entities

Meeting Information

(✓) Tomball Economic Development Corporation

Fourth Tuesday of the Second Month of Each Quarter, 5:30 p.m. (special meetings may be called)

(✓) Tomball Hospital Board

Fourth Wednesday each month, 4 p.m.

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

Deak Bruce

Signature of Applicant

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401 Market Street
Tomball, TX 77375



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Please Type or Print Clearly:

Name: JOHN P. DILLOV

Date: 01/26/ 2010

Address: 14166 TURNEVIVE

Phone: 281-351-2921

City/State/Zip: TOMBALL TX 77375

Phone: 713-755-7405 (Home)

Email: JOHNP.DILLOV76@GAMOO.COM

CELL (Work)
281-610-1133

I have lived in Tomball 18 years.

I am ☒ am not ☐ a U.S. Citizen

Occupation: DEPUTY SHERIFF

Professional and/or Community Activities: COMMISSIONER ESD 8

Additional Pertinent Information/References: TRUSTEE AT CHURCH

FINANCE COMMITTEE AT CHURCH

LAY REPRESENTATIVE AT STATE CONFERENCE AT CHURCH

ROSE HILL UNITED METHODIST

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Decision-Making Boards and Commissions

Meeting Information

1 (X) Planning & Zoning Commission

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3 (X) Board of Adjustments

To Be Announced; Evenings

Separate Legal Entities

Meeting Information

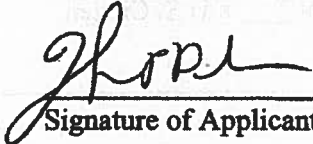
2 (X) Tomball Economic Development Corporation

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() Tomball Hospital Board

Fourth Wednesday each month, 4 p.m.

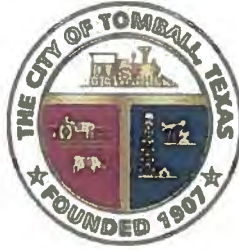
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Please Type or Print Clearly:

Date:

1/24/12

Name: Jarmon Wolfe

Phone:

281-351-9590

Address: 504 Kane

Phone:

832-868-6069

(Home)

(Work)

City/State/Zip Tomball, TX 77375

Cell:

Email: jarcarwolfe@comcast.net

I have lived in Tomball 11 years.

I am ☒ am not ☐ a U.S. Citizen

Occupation: Currently Unemployed

Professional and/or Community Activities: DTAC

Additional Pertinent Information/References:

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2 (X) Board of Adjustments

Separate Legal Entities

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(4) Tomball Hospital Board

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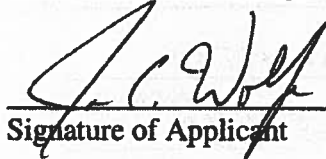
Meeting Information

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Fourth Wednesday each month, 4 p.m.

Tourism Board as resident

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



Signature of Applicant

Please return this application to:

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

**Regular City Council
Agenda Item
Data Sheet**

Meeting Date: July 2, 2012

Topic:

Approve **BJS MANUFACTURING CENTER REPLAT**: A subdivision of 71.3618 Acres of Land out of the Jesse Pruitt Survey, A-629, City of Tomball, Harris County, Texas; Being a Replat of Restricted Reserve "A" and Reserve "B" of BJ Services Tract, Film Code No. 537089 M.R.H.C.; Being a Replat of Lots 327 and 328 of Tomball Townsite, Volume 2, Page 65 M.R.H.C. and Being a Replat of Lots 330 and 333 of Corrected Map of Tomball Outlots, Volume 4, Page 75 M.R.H.C.

Background:

The Planning and Zoning Commission approved BJS Manufacturing Center Replat with contingencies on April 9, 2012. Comments have been addressed and the Replat is being presented to City Council for approval consideration.

Origination:

Engineering and Planning

Recommendation:

Funding:

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

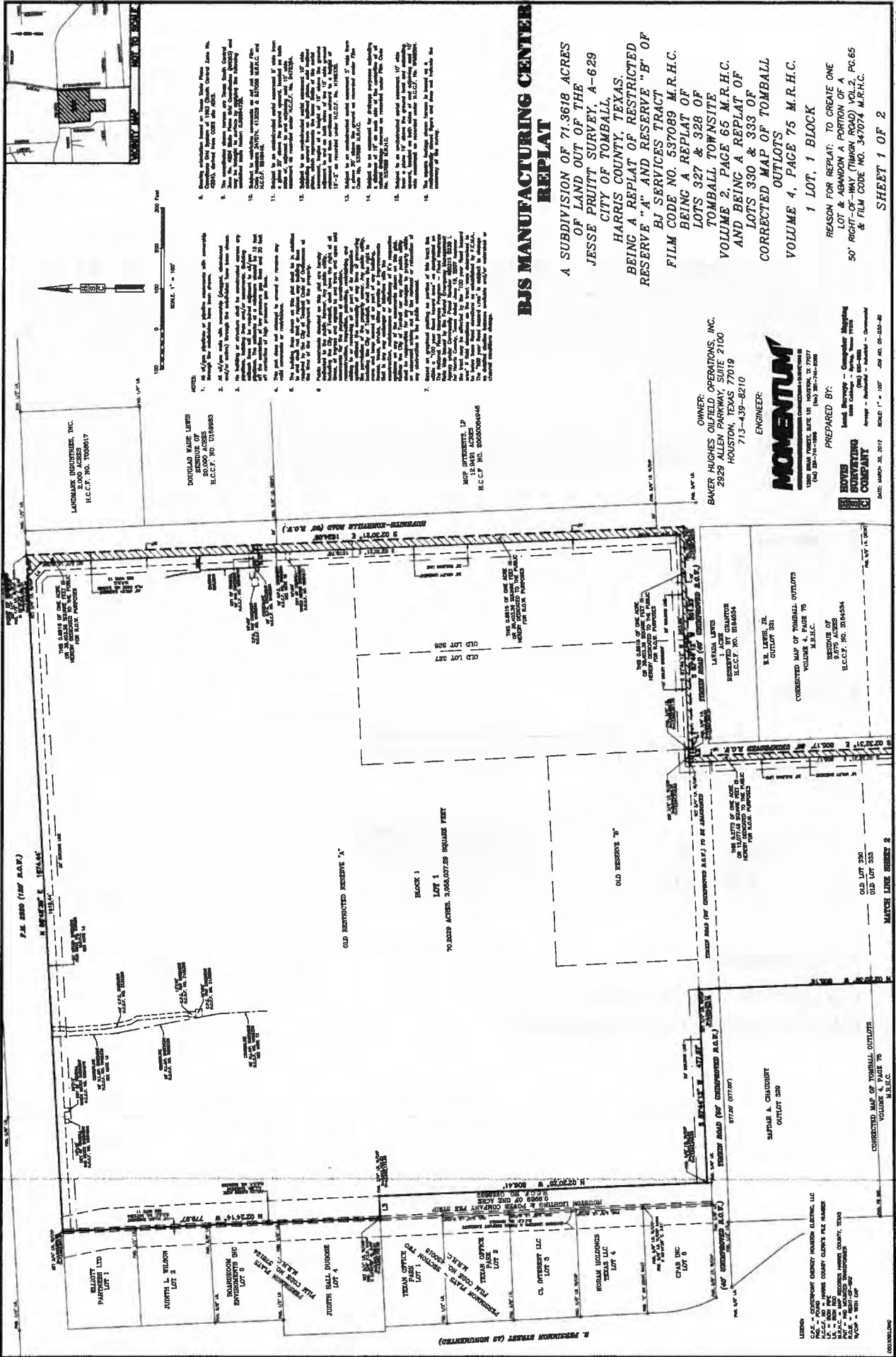
Engineering and Planning

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

ATTACHMENTS:

BJS Manufacturing Center Replat 1 of 2

BJS Manufacturing Center Replat 2 of 2



BJS MANUFACTURING CENTER REPLAT

A SUBDIVISION OF 71.3618 ACRES
OF LAND OUT OF THE
JESSE PRUITT SURVEY, A-629
CITY OF TOMBALL,
HARRIS COUNTY, TEXAS.
BEING A REPLAT OF RESTRICTED
RESERVE "A" AND RESERVE "B" OF
BJ SERVICES TRACT
FILM CODE NO. 537089 M.R.H.C.
BEING A REPLAT OF
LOTS 327 & 328 OF
TOMBALL TOWNSITE
VOLUME 2, PAGE 65 M.R.H.C.
AND BEING A REPLAT OF
LOTS 330 & 333 OF
CORRECTED MAP OF TOMBALL
OUTLOTS
VOLUME 4, PAGE 75 M.R.H.C.
1 LOT, 1 BLOCK
REASON FOR REPLAT: TO CREATE ONE
LOT & ABANDON A PORTION OF A
50' RIGHT-OF-WAY (TOMBALL ROAD) VOL.2, PG.65
& FILM CODE NO. 347074 M.R.H.C.

SHEET 1 OF 2

OWNER:
BAKER HUGHES OILFIELD OPERATIONS, INC.
2929 ALLEN PARKWAY, SUITE 2100
HOUSTON, TEXAS 77019
713-439-8270

ENGINEER:
MOMENTUM
1000 MAIN STREET, SUITE 100, HOUSTON, TX 77002
(713) 281-7400

PREPARED BY:
NOTES
SUBDIVISION
COMPANY
1000 MAIN STREET, SUITE 100, HOUSTON, TX 77002
(713) 281-7400

DATE: MARCH 30, 2012 SCALE: 1" = 100' JOB NO. 09-000-40

002 01898-C

