

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



MONDAY, JANUARY 16, 2012

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, January 16, 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

- Led by Chaplain Gary Crowe, Tomball Police Department

3.0 Pledges to U.S. and Texas Flags

- Led by Members of the Tomball High School Student Council

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

5.0 Presentations:

- Proclamation – January 16, 2011 is “**CONCORDIA LUTHERAN CRUSADERS VARSITY FOOTBALL TEAM DAY**”

6.0 Reports and Announcements

- January 24, 2012 – **Boards and Commissions Recruitment Reception** – Community Center, 221 Market Street, Room B, from 5:30 p.m.-7:30 p.m.
- **Farmers Market** – Opening Day is February 4, 2012, 9 a.m.-1:00 p.m.
- February 4 through March 5, 2012 – Dates to File Application for Place on May 12, 2012 Ballot
- February 11, 2012 – **2nd Saturday at the Depot** – 5:00 p.m.
- February 20, 2012 – Appointments to Board of Adjustments (Terms expiring 3/2/2012)
- February 21, 2012 – **Trail Rider Reception at the Depot** – 12:30 p.m.
- March 5, 2012 – Last Day to File Application for Place on May 12, 2012 Ballot – 5:00 p.m.
- March 10, 2012 – **2nd Saturday at the Depot** – 5:00 p.m.
- March 15, 2012 – Candidate Orientation (tentative date)
- April 14, 2012 – **3rd Annual City of Tomball Bunny Run 5K and Kids 1K**
- April 14, 2012 – **2nd Saturday at the Depot** – 5:00 p.m.
- April 16-20, 2012 – **Annual Tomball Clean-up Week** – 8:00 a.m.-4:30 p.m. daily
- April 21, 2012 – **Annual Tomball Clean-up Recycling Day**
- **Walk Tomball!** (every Saturday at 9:00 a.m. at the Depot)
- Reports by City staff and members of council about items of community interest on which no action will be taken
 - Lori Lakatos – Report from engineering firms on timelines for Brown Road, Medical Complex, and M121W, including report plan on how City will communicate to public on project progress.
 - Randy Parr – Progress of Documentation for the Creation of the TVFD Incentive Retention Plan, Approved by Council on October 10, 2011
 - George Shackelford – First SH 249 Corridor Coalition Interim Board Meeting to be held at Magnolia City Hall, 18111 Buddy Riley Boulevard, Magnolia, TX, on January 17, 2012 at 6:30 pm.

7.0 Approve the Minutes of the January 3, 2012 Regular City Council Meeting

8.0 Old Business:

8.1 Discussion of City Sidewalks Update (Country Meadows & Spring Pine Estates)

9.0 New Business:

9.1 Approve Request by Oilfield Helping Hands for City Support and Co-Sponsorship for the 2012 Car Show at Depot Plaza, to be held on Saturday, March 10, 2012

9.2 Presentation of Status and Results of the Annual Financial Report for Fiscal

Year Ending September 30, 2011.

- 9.3 Resolution No. 2012-02, a Resolution of the City Council of the City of Tomball, Texas, Designating the Official Newspaper for 2012 for Publication of Matters Pertaining to the City of Tomball
- 9.4 Approve **ZONING CASE P11-382**: Public hearing to consider a request by K.E. Jams Investments, Inc. to amend Section 45.2 (“Definitions”) of the City’s Comprehensive Zoning Ordinance (Ordinance No. 2008-01) by revising the definition of “Recreational Vehicle (RV) Park/Campground” to eliminate the maximum amount of time a recreational vehicle, travel trailer, or similar vehicle can reside, park, or lease space in a recreational vehicle park or campground.
- Conduct a Public Hearing on **ZONING CASE P11-382**
 - Approve on First Reading, Ordinance No. 2012-01, an Ordinance of the City of Tomball, Texas, amending Its Comprehensive Zoning Ordinance by Amending Section 45.2 (“Definitions”) by Revising the Definition of “Recreational Vehicle (RV) Park/Campground” by Eliminating the Maximum Amount of Time a Recreational Vehicle, Travel Trailer, or Similar Vehicle can Reside, Park, or Lease Space in a Recreational Vehicle Park or Campground; 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.
- 9.5 Adopt, on First Reading, Ordinance No. 2012-02, an Ordinance of the City Council of the City of Tomball, Texas, amending Section 46-22 (“Nonconforming Manufactured Home Parks and Recreational Vehicle Parks”) of Chapter 46 (“Manufactured Homes, Mobile Dwelling Structures, and Recreational Vehicles”) by Removing any Reference to Recreational Vehicle Parks; amending Section 46-64 (“Technical and Physical Requirements”) of Chapter 46 (“Manufactured Homes, Mobile Dwelling Structures, and Recreational Vehicles”) by Removing the Minimum Recreational Vehicle Unit Size, Removing the Requirement to have a Fence or Wall Constructed on the Two Sides and Rear of a Recreational Vehicle Park, Removing the Requirement that Recreational Vehicle Parking Pads be Constructed a Minimum of 20 Feet from an Adjacent Recreational Vehicle Unit Boundary and Replacing It with Language Allowing Recreational Vehicle Parking Pads to be a Minimum of 20 Feet Apart, and Removing the Requirement that Walkways be Constructed between the Recreational Vehicle Park Streets to all Community Facilities Provided for Park Residents and to all Service Buildings.
- 9.6 Approve the Following Plats:
- **KLEIN ISD BERNSHAUSEN ELEMENTARY SCHOOL SEC 3**: Being a Replat of Lots 469, 470, 471, 472, 473, 474, 475, and 476; Five Acre Tracts Tomball Townsite, Vol. 2, Pg. 65 H.C.M.R. A Subdivision of 40.2077 Acres out of the J. Pruitt Survey, Abstract No. 629, Harris County, Texas.
 - **FINAL PLAT OF FNR LLC**: Partial Replat of all of Outlot 183 and part of Outlots 179, 180 and 184 of Tomball Townsite; Containing 11.0886 Acres; located in the J. Pruitt Survey, A-629. (*Plat previously named Drachman Interests*)

9.7 Approve Amendments to Administrative Policy No. 23, entitled “**PARK RESERVATION POLICY** (Railroad Depot Gazebo, Railroad Depot Plaza, Juergens Park, Jerry Matheson Park, Theis Attaway Nature Park)”

9.8 Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.072 – Deliberations Regarding Real Property

10.0 Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 13th day of January 2012 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer

Doris Speer

City Secretary, TRMC

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

AGENDAS MAY ALSO BE VIEWED ONLINE AT www.ci.tomball.tx.us.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: January 16, 2012

Topic:

- Proclamation – January 16, 2011 is “*CONCORDIA LUTHERAN CRUSADERS VARSITY FOOTBALL TEAM DAY*”

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:

Proclamation - Concordia Lutheran Crusaders Varsity Football Team Day

Office of the Mayor
Tomball, Texas

Proclamation



- WHEREAS,** the Concordia Crusaders, Concordia Lutheran High School's varsity football team, were undefeated Division II District 4 Champions in 2011; and
- WHEREAS,** the Concordia Crusaders defeated San Antonio TMI 45-10 to win the Area Championship, defeated Dallas Christian 41-28 to win the Quarter-Final Championship, and defeated San Antonio Christian 41-7 to win the Semi-final Championship; and
- WHEREAS,** for the first time in school history, on December 3, 2011, the Concordia Crusaders played for a State football championship, playing Midland Christian in the championship game at Leo Buckley Stadium in Killeen, Texas; and
- WHEREAS,** the Crusaders, with 20 seniors on the varsity team and playing in Concordia Lutheran's 14th athletic state championship, entered the championship 14-0 for the season; and
- WHEREAS,** the final score in the championship game was Midland 35, Concordia 23 and the Crusaders finished their season 14-1; and
- WHEREAS,** the City Council wishes to congratulate the Concordia Crusader Coaching Staff and the members of the 2011 Concordia Crusader Football Team for an exciting conclusion to an outstanding season;

NOW, THEREFORE, by virtue of the authority vested in me as **Mayor of the City of Tomball**, on behalf of the Tomball City Council and all citizens hereof, I do hereby proclaim **January 16, 2012**, as:

"CONCORDIA LUTHERAN CRUSADERS VARSITY FOOTBALL TEAM DAY"



*In witness whereof I have hereunto set my
hand and caused this seal to be affixed.*

ATTEST: _____

DATE: _____

[Signature]
[Signature]
January 11, 2012

Regular City Council

Agenda Item

Data Sheet

Meeting Date: January 16, 2012

Topic:

- January 24, 2012 – **Boards and Commissions Recruitment Reception** – Community Center, 221 Market Street, Room B, from 5:30 p.m.-7:30 p.m.
- **Farmers Market** – Opening Day is February 4, 2012, 9 a.m.-1:00 p.m.
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 - Randy Parr – Progress of Documentation for the Creation of the TVFD Incentive Retention Plan, Approved by Council on October 10, 2011
 - George Shackelford – First SH 249 Corridor Coalition Interim Board Meeting to be held at Magnolia City Hall, 18111 Buddy Riley Boulevard, Magnolia, TX, on January 17, 2012 at 6:30 pm.

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:

Invitation - January 24, 2012 Boards and Commissions Recruitment Banquet

Randy Parr - Progress of Documentation for the Creation of the TVFD Incentive Retention Plan, Approved by Council on October 10, 2011

ALL ABOARD!

Please join us for our 3rd Annual
**BOARDS & COMMISSIONS
RECRUITMENT RECEPTION**

Tuesday, January 24, 2012

5:30 to 7:30 p.m.

*Tomball Community Center
221 Market Street, Room B*

Come meet and greet current
Board members and register
to be a potential member of a
Tomball Board yourself!

Don't miss your opportunity to
"Get on a Board" or Commission and serve on
your community "train"!

FREE REGISTRATION AND FOOD



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 16, 2012

Topic: Progress of Documentation for the Creation of the TVFD Incentive Retention Plan, Approved by Council on October 10, 2011

Background: Council previously approved an incentive program allowing the Tomball VFD members to switch from a state-sponsored plan to a plan designed only for the TVFD participants. In October, Council approved engaging Baker Botts, LLP law firm to create the documents necessary to create the new plan and authorized expenditure of up to \$8,000 to accomplish the task. Attached is a memo to George Shackelford regarding the implementation of the plan, the final draft of the plan documents and a progress billing of \$3,820.84 through the December 13 draft date for work completed to-date. We anticipate a minimal additional charge from Baker Botts to produce the execution copies of the document.

Origination: Fire Department

Attachments: Memo to George Shackelford
Plan Documents
Plan Detail Documents
Baker Botts, LLP Invoice

Recommendation: Staff is in support of the documents

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes No If yes, specify account number: Account No. _____

If no, funds will be transferred from account # _____ to account # _____

Finance Approval

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

ACTION TAKEN BY COUNCIL

APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 st ☐ 2 nd	

**TOMBALL FIRE DEPARTMENT
1200 RUDEL
TOMBALL, TEXAS 77375**

MEMORANDUM

Date: January 5, 2012
To: Mayor and Council
From: Randy Parr
Subject: Status of documentation for the Tomball Volunteer Fire Department Incentive Retention Plan

Attached is the final draft of the documents creating the Tomball Volunteer Fire Department Incentive Retention Plan. Also attached is a copy of the billing in the amount of \$3,820.84 for work through December 13, the date of the final draft, from Baker Botts LLP, the law firm preparing the documents. We anticipate some minimal additional cost for the documents to copied in their final form and delivered to us.

At the next formal meeting of the Board of Directors of the Volunteer Fire Department members, the 2012 Board will be elected and will select the three members to serve on the Plan Committee. The initial Plan Committee will be the Fire Chief, the Director of Finance and three to be determined members from the Volunteer Department.

SUMMARY

TOMBALL VOLUNTEER FIRE DEPARTMENT

INCENTIVE RETENTION PLAN

PURPOSE

Tomball Volunteer Fire Department adopted the Tomball Volunteer Fire Department Incentive Retention Plan (the “**Plan**”) effective January 1, 2012, as an incentive program to encourage continuing active participation and service within the Department and to aid in the recruitment and retention of volunteer firefighters for Tomball. This document provides a summary of certain aspects of the Plan. Capitalized terms not otherwise defined in this summary have the meaning given such terms in the Plan.

Note: The descriptions in this summary are based on the Plan. If there is a disagreement between this summary and the Plan, the Plan always governs.

IMPORTANT DEFINITIONS

1. **Beneficiary** means the person or persons designated by a Participant to receive his benefits in the event of his death,
2. **Benefit** means the non-forfeitable amount to which a Participant or Beneficiary is entitled under the terms of the Plan.
3. **Disability** means a mental or physical condition of a Participant resulting from bodily injury or illness directly sustained during service to the Department which renders him incapable of performing voluntary service and which continues, or is expected to continue, for twelve months or more.
4. **Participant** means any Tomball Volunteer Fire Department volunteer who has satisfied the eligibility requirements.
5. **Plan Year** means January 1st through December 31st.

ADMINISTRATION OF THE PLAN: PLAN COMMITTEE

1. The Plan shall be administered by the PLAN COMMITTEE. The PLAN COMMITTEE shall consist of the Tomball Fire Department Chief, the director of finance for the City of Tomball and three volunteers from the Tomball Volunteer Fire Department.
2. The primary responsibility of PLAN COMMITTEE is to administer the Plan according to its terms. The PLAN COMMITTEE shall have the power to determine answers to all questions arising in connection with the administration, interpretation, and application of the Plan. Any determination by the PLAN COMMITTEE shall be conclusive and binding upon all persons.

CHANGES TO THE PLAN

1. The Plan may be amended, modified, or revoked at any time in whole or in part solely by vote of a simple majority of the entire Board.
2. Amendments or modifications to the Plan may be proposed by any Participant by submitting a written proposal to the PLAN COMMITTEE and Board. Any vote on said amendment or modification shall take place no sooner than sixty (60) days after the PLAN COMMITTEE and the Board has received the written document.

ELIGIBILITY

1. Each volunteer who has satisfied the probation requirements shall be eligible to participate in the Plan commencing completion of the probation period.
2. To be considered eligible for Plan benefits a volunteer serving with the Department (i.e., not on leave of absence).

PLAN BENEFITS

1. The number of points to be awarded to a Participant each Plan Year shall be determined by the PLAN COMMITTEE and shall be based upon participation in Department volunteer activities. Points shall be awarded in accordance with the schedule attached to the Plan.
2. The amount of money specified by the Department for a particular Plan Year, if any, will be allocated among the Participants as of the last day of such Plan Year based on the ratio that the points awarded to the Participant for said Plan Year bears to the total points awarded to all Participants for said Plan Year. Notwithstanding the foregoing, no Participant shall be permitted to accrue an award of greater than \$3,000 under the Plan in any Plan Year.
3. All amounts credited to a Participant's account shall be forfeitable until such time as they become nonforfeitable in accordance with the following vesting schedule:

Years of Participation	Vested Percentage
less than 3 years	0 percent
3 years or more	50 percent
4 years or more	75 percent
5 years or more	100 percent

Year of Participation means a Plan Year in which a volunteer actively serves the department for more than six months and for which points may be awarded. For years prior to 2012, a volunteer who would have received credit for a Year of Participation under the Plan had the Plan been in force at such time shall, for purposes of calculating such volunteer's vested percentage, be granted a Year of Participation for such prior year.

4. A Participant who ceases to be a volunteer by reason of disability or death resulting from service to the Department shall have a fully vested, nonforfeitable benefit.

FUNDING

1. The Plan shall not be funded.
2. The Department, in its sole discretion, may allocate into a separate account funds with which to pay the benefits provided by the Plan (**IRP Account**). The interest of each Participant (and Beneficiary) in the IRP Account (or other assets of the Department) shall not be senior to the Department's general creditors.
3. The PLAN COMMITTEE has authority to invest and reinvest funds in the IRP Account, such funds may be invested in such assets as the PLAN COMMITTEE may select including, but not limited to, common or preferred stocks, bonds, money market funds, certificates of deposits, government or government backed securities, and other evidences of indebtedness or ownership, mutual funds, and insurance products, provided, however, investments in unrelated trades or businesses as defined in Section 513 of the Code, or in real estate, directly or indirectly, shall not be permitted. In investing in the IRP Account, the PLAN COMMITTEE shall consider, among other things, the short and long term financial needs of the Plan on the basis of information provided by the Department. The PLAN COMMITTEE shall not be restricted to investments in securities or other property of the character expressly authorized by applicable law for trust investments. However, the PLAN COMMITTEE shall give due regard to limitations imposed by the Code, if any, so that the Plan may satisfy Code requirements.
4. The PLAN COMMITTEE makes no guarantees as to the performance of any investments selected, makes no promises that the amounts credited to a Participant's account will not lose value and will not make up any investment losses that may occur. **As a condition of participating in the Plan, each Participant irrevocably waives, releases and forever discharges any claims against the PLAN COMMITTEE, the Tomball Fire Department, the City of Tomball and any officer, official or employee of the forgoing relating or with respect to the selection or performance of investments in the IRP Account, including any claims as a result of such person or entity's negligence.**
5. Net earnings and losses of the IRP Account shall belong to the Plan. The PLAN COMMITTEE shall allocate net earnings and losses of the IRP Account to the accounts of the Participants as of the last day of each Plan Year in the ratio of each Participant's account to the sum of the accounts of all Participants. A Participant's account as of the last day of a Plan Year, before the allocation of earnings and losses, shall be equal to his account as of the first day of the same Plan Year reduced by distributions charged to the account during the Plan Year.

DISTRIBUTIONS

1. The severance benefit is the vested percentage of the Participant's account balance as of the last day of the Plan Year in which the Participant's voluntary service ceases for a reason except death or disability. A Participant's severance benefit shall be paid to him as soon as administratively feasible after the expiration of one year following severance of voluntary service, or upon such earlier date as the PLAN COMMITTEE shall designate, based on written application of the Participant.

2. No Participant shall have the right to receive a distribution of the nonforfeitable amount in his account solely by reason of the amount becoming nonforfeitable. A Participant's account balance shall be distributable only following severance from voluntary service.

3. The portion of a Participant's account which is not vested upon severance from voluntary service shall be forfeited. The forfeited amount shall be reallocated among Plan Participants as a part of a subsequent allocation.

4. The PLAN COMMITTEE may direct that a portion of a Participant's non-forfeitable amount in his account be distributed to him in order for the Participant to pay the Participant's portion of the premiums for Department provided life insurance.

MISCELLANEOUS

1. The Plan is intended to constitute an unfunded and unsecured plan of deferred compensation under an arrangement that is neither a qualified plan under Code §401(a) nor an eligible deferred compensation plan under Code §457 or Code §409A. It is expected that a Participant will recognize taxable income upon receipt of a distribution pursuant to the Plan; however, a Participant should consult his or her own accountant, legal counsel or other financial advisor regarding individual tax consequences of participation in the Plan.

TOMBALL VOLUNTEER FIRE DEPARTMENT

INCENTIVE RETENTION PLAN

PURPOSE

Tomball Volunteer Fire Department adopted this Plan effective January 1, 2012, as an incentive program to encourage continuing active participation and service within the Department and to aid in the recruitment and retention of volunteer firefighters for Tomball.

ARTICLE I

DEFINITIONS

1.1 **Account** means the sum of the amounts credited to a Participant based upon points awarded for voluntary service, earnings, if any, attributable to such amounts, and forfeitures from the non-vested part of terminated accounts.

1.2 **Beneficiary** means the person or persons designated by a Participant to receive his benefits in the event of his death, his estate, or any other person whose interest in the Plan is derived from the Participant.

1.3 **Benefit** means the non-forfeitable amount to which a Participant or Beneficiary is entitled under the terms of the Plan.

1.4 **Board** means the Tomball Fire Department Board of Directors.

1.5 **Code** means the Internal Revenue Code of 1986, as amended.

1.6 **Department** means the Tomball Volunteer Fire Department which is the Plan sponsor hereunder.

1.7 **Disability** means a mental or physical condition of a Participant resulting from bodily injury or illness directly sustained during service to the Department which renders him incapable of performing voluntary service and which continues, or is expected to continue, for twelve months or more. The disability of a Participant shall be determined by the PLAN COMMITTEE based upon medical information provided by the Participant or otherwise obtained.

1.8 **Effective Date** means January 1, 2012.

1.9 **ERISA** means the Employee Retirement Income Security Act of 1974, as amended.

1.10 **Participant** means any Tomball Volunteer Fire Department volunteer who has satisfied the eligibility requirements. A volunteer shall not be a Participant unless the only compensation received by such volunteer for performing Qualified Services is in the form of (i) reimbursement for (or a reasonable allowance for) reasonable expenses incurred in the

performance of such Qualified Services or (ii) reasonable benefits (including length of service awards), and nominal fees for such Qualified Services, customarily paid by employers in connection with the performance of Qualified Services by volunteers.

1.11 **Plan** means the Tomball Volunteer Fire Department Incentive Retention Plan as stated in this document.

1.12 **PLAN COMMITTEE** means a committee designated to supervise the administration and operations of the Plan.

1.13 **Plan Year** means January 1st through December 31st.

1.14 **Qualified Service** means fire fighting, rescue and prevention services, emergency medical services, and ambulance services.

1.15 **Service** means service performed by a volunteer or Participant without compensation.

1.16 **Volunteer** means any individual who provides voluntary service to the Department without compensation (other than reimbursement of expenses).

ARTICLE II

ADMINISTRATION OF THE PLAN: PLAN COMMITTEE

2.1 The Plan shall be administered by the PLAN COMMITTEE. The PLAN COMMITTEE shall consist of the Tomball Fire Department Chief, the director of finance for the City of Tomball and three volunteers from the Tomball Volunteer Fire Department. The Board or representative thereof shall appoint the three volunteers from the Tomball Volunteer Fire Department who shall serve on the Plan Committee. Each volunteer appointed to the PLAN COMMITTEE shall signify his acceptance in writing. Any committee member may resign by delivering his written resignation to the Fire Department Chief or may be removed by action of (i) two thirds of the members of the PLAN COMMITTEE (excluding the member affected) or (ii) the Board. If a member is removed, the PLAN COMMITTEE or the Board shall deliver written notice of his removal specifying the effective date thereof. Any vacancy in the PLAN COMMITTEE shall be filled according to the policy and procedure established for appointing members.

2.2 The PLAN COMMITTEE may allocate among its members specific duties and responsibilities.

2.3 The primary responsibility of PLAN COMMITTEE is to administer the Plan according to its terms. The PLAN COMMITTEE shall have the power to determine answers to all questions arising in connection with the administration, interpretation, and application of the Plan. Any determination by the PLAN COMMITTEE shall be conclusive and binding upon all persons. No person shall be entitled to benefits hereunder unless the PLAN COMMITTEE determines in its sole discretion that he is so entitled. The PLAN COMMITTEE may correct any defect, supply any information, or reconcile any inconsistency in such manner and to such extent

as shall be deemed necessary or advisable to carry out the purposes of the Plan, provided, however, that any interpretation or construction shall be in a manner that is consistent with the intent of the Plan.

2.4 The PLAN COMMITTEE shall be responsible for the general administration of the Plan including, but not limited to, the following:

- (a) To determine all questions relating to the eligibility of volunteers to participate or continue participation in the Plan;
- (b) To determine the amount of benefits to which any Participant or beneficiary may be entitled under the Plan;
- (c) To maintain all necessary records in the administration of the Plan;
- (d) To interpret the provisions of the Plan and to establish policies and procedures in the administration of the Plan that are consistent with the terms hereof;
- (e) To provide the Department with such information as may be needed from time to time to determine the sums of money for which the Department will be liable in discharge of its obligations under the Plan;
- (f) To provide volunteers information regarding their rights, benefits, and elections under the Plan;
- (g) To establish claims procedures, and procedures to appeal the decisions of the PLAN COMMITTEE.
- (h) To take such actions and execute such documents as may be necessary or appropriate to carry out the provisions of the Plan.
- (i) To establish an investment policy which shall be consistent with the objectives and requirements of the Plan.

2.5 The PLAN COMMITTEE shall keep a record of all actions taken and shall keep all other books of account, records, and other data that may be necessary for the proper administration of the Plan and shall be responsible for supplying information and reports to the Department, the Internal Revenue Service, to volunteers, and others as may be required.

2.6 The Department shall provide the PLAN COMMITTEE full and timely information to enable the PLAN COMMITTEE to act upon all matters for which the PLAN COMMITTEE has responsibility. The PLAN COMMITTEE may rely upon such information as is supplied by the Department and shall have no duty or responsibility to verify such information.

2.7 All expenses of administration of the Plan shall be paid by the Department. Such expenses shall include expenses incurred by the PLAN COMMITTEE including, but not limited to, fees of accountants, attorneys, consultants, contract administrators, and others. No member of

the PLAN COMMITTEE shall be compensated for his services as a PLAN COMMITTEE member.

2.8 Except as otherwise specifically provided, the PLAN COMMITTEE shall act by a majority of their number but may authorize one or more of them to sign documents or take other actions on behalf of the PLAN COMMITTEE. Any matter relating solely to one particular member of the PLAN COMMITTEE shall be determined by a majority of the other members of the PLAN COMMITTEE.

ARTICLE III

CHANGES TO THE PLAN

3.1 The Plan may be amended, modified, or revoked at any time in whole or in part solely by vote of a simple majority of the entire Board.

3.2 No modification or amendment to the Plan shall operate to reduce a Participant's benefit.

3.3 If the Plan is terminated the accounts of all Participants shall be immediately fully vested and nonforfeitable.

3.4 Amendments or modifications to the Plan may be proposed by any Participant by submitting a written proposal to the PLAN COMMITTEE and Board. Any vote on said amendment or modification shall take place no sooner than sixty (60) days after the PLAN COMMITTEE and the Board has received the written document.

ARTICLE IV

ELIGIBILITY

4.1 Each volunteer who has satisfied the probation requirements of the Department shall be eligible to participate in the Plan commencing immediately upon completion of the probation period.

4.2 To be considered eligible for Plan benefits a volunteer must be actively serving with the Department (i.e., not on leave of absence).

4.3 The PLAN COMMITTEE shall provide each volunteer who has satisfied the probation requirements a summary description of the Plan. Upon request, any Participant may receive a complete copy of the Plan.

4.4 A volunteer who is eligible to participate in the Plan shall complete an enrollment form which the PLAN COMMITTEE shall supply.

ARTICLE V
PLAN BENEFITS

5.1 The Department may specify an amount of money each Plan Year that will be allocated among the Participants based upon a point system. The PLAN COMMITTEE will determine the number of points to be awarded each Participant for a Plan Year. The amount of money specified by the Department for a particular Plan Year, if any, will be allocated among the Participants as of the last day of such Plan Year based on the ratio that the points awarded to the Participant for said Plan Year bears to the total points awarded to all Participants for said Plan Year. Notwithstanding the foregoing, no Participant shall be permitted to accrue an award of greater than \$3,000 under this Plan in any Plan Year.

5.2 The number of points to be awarded to a Participant each Plan Year shall be determined by the PLAN COMMITTEE and shall be based upon participation in Department volunteer activities. Points shall be awarded in accordance with the schedule attached to the Plan and identified as Point Allocation Schedule No. 1.

5.3 The Department may amend the point schedule at any time, and from time to time, by amending the Point Allocation Schedule No. 1. Each subsequent schedule shall be numbered sequentially and shall be identified by the first year to which the schedule applies. Each point schedule shall continue in effect until the Department revises or replaces the same by adopting a subsequent point schedule.

5.4 The PLAN COMMITTEE shall establish an account for each Participant. The records of a Participant's account shall specify the number of points awarded such Participant, the amount allocated to his account, the cumulative amount allocated to his account for all years of participation, earnings credits, if any, his vested or non-forfeitable percentage, and such other information as the PLAN COMMITTEE shall determine.

5.5 A Participant's benefit at any given time shall be the nonforfeitable portion of the sum of all amounts credited to his account.

5.6 Notwithstanding anything herein to the contrary all amounts credited to a Participant's account shall be forfeitable until such time as they become nonforfeitable in accordance with the following vesting schedule:

Years of Participation	Vested Percentage
less than 3 years	0 percent
3 years or more	50 percent
4 years or more	75 percent
5 years or more	100 percent

Year of Participation means a Plan Year in which a volunteer actively serves the department for more than six months and for which points may be awarded. For years prior to 2012, a volunteer who would have received credit for a Year of Participation under the Plan had

the Plan been in force at such time shall, for purposes of calculating such volunteer's vested percentage, be granted a Year of Participation for such prior year.

5.7 Notwithstanding the vesting schedule set out in paragraph 5.6 above, a Participant who ceases to be a volunteer by reason of Disability or death resulting from service to the Department shall have a fully vested, nonforfeitable benefit, as of the date upon which voluntary service ceases by reason of such Disability or death.

5.8 The PLAN COMMITTEE shall provide annually to each Participant a statement of his account as of the last day of the most recent Plan Year.

ARTICLE VI

FUNDING

6.1 The Plan shall not be funded.

6.2 Notwithstanding the provision of paragraph 6.1, the Department, in its sole discretion, may allocate into a separate account funds with which to pay the benefits provided by the Plan. Such account shall at all times be maintained in the name of the Department and no Participant or Beneficiary shall have any property rights therein. Such account is herein called the Incentive Retention Plan Account (**IRP Account**). The interest of each Participant (and Beneficiary) in the IRP Account (or other assets of the Department) shall not be senior to the Department's general creditors.

6.3 If the Department shall fail to maintain an IRP Account as specified above, the rights of the Participants (and beneficiaries) to the non-forfeitable amounts allocated to their accounts shall not be affected.

6.4 The PLAN COMMITTEE has authority to invest and reinvest funds in the IRP Account, such funds may be invested in such assets as the PLAN COMMITTEE may select including, but not limited to, common or preferred stocks, bonds, money market funds, certificates of deposits, government or government backed securities, and other evidences of indebtedness or ownership, mutual funds, and insurance products, provided, however, investments in unrelated trades or businesses as defined in Section 513 of the Code, or in real estate, directly or indirectly, shall not be permitted. In investing in the IRP Account, the PLAN COMMITTEE shall consider, among other things, the short and long term financial needs of the Plan on the basis of information provided by the Department. The PLAN COMMITTEE shall not be restricted to investments in securities or other property of the character expressly authorized by applicable law for trust investments. However, the PLAN COMMITTEE shall give due regard to limitations imposed by the Code, if any, so that the Plan may satisfy Code requirements.

6.5 The PLAN COMMITTEE makes no guarantees as to the performance of any investments selected, makes no promises that the amounts credited to a Participant's account will not lose value and will not make up any investment losses that may occur. **As a condition of participating in this Plan, each Participant irrevocably waives, releases and forever discharges any claims against the PLAN COMMITTEE, the Tomball Fire Department, the**

City of Tomball and any officer, official or employee of the forgoing relating or with respect to the selection or performance of investments in the IRP Account, including any claims as a result of such person or entity's negligence.

6.6 Net earnings and losses of the IRP Account shall belong to the Plan. The PLAN COMMITTEE shall allocate net earnings and losses of the IRP Account to the accounts of the Participants as of the last day of each Plan Year in the ratio of each Participant's account to the sum of the accounts of all Participants. A Participant's account as of the last day of a Plan Year, before the allocation of earnings and losses, shall be equal to his account as of the first day of the same Plan Year reduced by distributions charged to the account during the Plan Year.

6.7 No bond shall be required by the Plan of any PLAN COMMITTEE member. The Department may, but shall not be required to, require PLAN COMMITTEE members to be bonded with respect to the amount of funds PLAN COMMITTEE members are authorized to handle.

ARTICLE VII

DISTRIBUTIONS

7.1 No benefit which shall be payable under the terms of the Plan shall be subject in any manner to anticipation, alienation, sale, transfer, assignment, pledge, encumbrance, or charge, and any attempt to anticipate, alienate, sell, transfer, assign, pledge, encumber, or charge the same shall be void and unenforceable. No benefit shall in any manner be liable for, or subject to, the debts, contracts, liabilities, engagements, or torts of any person, nor shall any benefit be subject to attachment or legal process for or against any person, and the same shall not be recognized by the Department or PLAN COMMITTEE except to such extent as may be required by law. This provision, however, shall not apply to the extent that a Participant or Beneficiary is indebted to the Department for any reason. At the time distribution is to be made or may be made, such portion of the amount to be distributed shall equal the Participant's benefit minus any such indebtedness as determined by the Department. Prior to making a distribution, or offset, the Participant or Beneficiary shall be given written notice by the Department or PLAN COMMITTEE that such indebtedness is to be deducted in whole or in part from his benefits. If the Participant or Beneficiary does not agree that the indebtedness is a valid claim against his benefits, he shall be entitled to a review of the claim in accordance with procedures established by the PLAN COMMITTEE.

7.2 Each Participant may designate in writing a beneficiary of the death benefit. Such designation shall be made in a form satisfactory to the PLAN COMMITTEE. Any designation of a Beneficiary may be revoked in writing and a new beneficiary designation may be made. In the event no designated beneficiary survives the Participant at the time a payment is to be made, then such payment shall be made to the Participant's spouse, if living, or if there is not living spouse, to the Participant's issue, per stirpes, or if there are none, then to the Participant's estate. Any distribution to a minor or other person who, in the opinion of the PLAN COMMITTEE, is incapable of taking care of his own affairs, may be made to the minor or other person directly, to the spouse, parent, child, guardian, or another person in charge of such person (with or without judicial authority), or a custodian for the minor under the uniform Gifts to Minors Act of the

jurisdiction in which the minor beneficiary resides, such custodian to be selected by the PLAN COMMITTEE from among those eligible to be appointed by a custodian, other than the donor, to become a successor custodian, and any distribution made to any such person shall constitute a full and complete release and discharge of any liability of the Department with respect to the amount so distributed.

7.3 The death benefit shall be the Participant's account balance as of the last day of the Plan Year in which the Participant's death occurs, and all amounts (including earnings and losses) subsequently credited to his account as of said day. The death benefit shall be paid to the Participant's Beneficiary as soon as administratively feasible after the expiration of one year following the date of the Participant's death or upon such earlier date as the PLAN COMMITTEE shall designate, subject to the provisions of paragraph 7.1.

7.4 The disability benefit shall be the Participant's account balance as of the last day of the Plan Year in which volunteer service ceases by reason of such Participant's Disability, and all amounts (including earnings and losses) subsequently credited to his account as of said day. The disability benefit shall be paid to the Participant as soon as administratively feasible after the expiration of one year following severance from voluntary service by reason of the Disability or upon such earlier date as the PLAN COMMITTEE shall designate, subject to the provisions of paragraph 7.1.

7.5 The severance benefit is the vested percentage of the Participant's account balance as of the last day of the Plan Year in which the Participant's voluntary service ceases for a reason except death or Disability, and all amounts (including earnings and losses) subsequently credited to his account as of said day. A Participant's severance benefit shall be paid to him as soon as administratively feasible after the expiration of one year following severance of voluntary service, or upon such earlier date as the PLAN COMMITTEE shall designate, subject to the provisions of paragraph 7.1.

7.6 The PLAN COMMITTEE may direct that a portion of a Participant's non-forfeitable amount in his account be distributed to him in order for the Participant to pay the Participant's portion of the premiums for Department provided life insurance.

7.7 No Participant shall have the right to receive a distribution of the non-forfeitable amount in his account solely by reason of the amount becoming non-forfeitable. A Participant's account balance, or the non-forfeitable percentage thereof, shall be distributable only following severance from voluntary service as specified in the foregoing paragraphs.

7.8 The PLAN COMMITTEE shall keep accurate records of each Participant's account which shall separately state amounts credited to the Participant based upon points awarded for voluntary service and the vested or nonforfeitable portion thereof. The PLAN COMMITTEE shall report to the Internal Revenue Service and to the Participant (or Beneficiary) all amounts taxable to such Participant (or Beneficiary) at the time the funds are disbursed to the Participant (or Beneficiary).

7.9 All distributions from the Plan shall be made in cash by the Department at the direction of the PLAN COMMITTEE. The PLAN COMMITTEE shall provide forms upon

which Participants and beneficiaries may make application for benefits, but such form shall not be required as the application. If an application for a benefit is denied, in whole or in part, the PLAN COMMITTEE shall deliver written notice of the denial to the Participant or Beneficiary setting forth the reasons for the denial and an explanation of the Plan's review procedure.

7.10 The portion of a Participant's account which is not vested upon severance from voluntary service for any reason other than death or Disability shall be forfeited. Forfeited means that the Department shall have no obligation to pay the Participant or the Participant's Beneficiary the amount of the Participant's account that is forfeitable. The forfeited amount shall be reallocated among Participants as a part of a subsequent allocation.

7.11 A Participant who separates from voluntary service and subsequently returns to voluntary service shall not be given credit for prior service for vesting purposes if the amount of time the Participant is separated from the Department is greater than the Participant's prior service. If the Participant has not received distribution of his vested benefit before returning to voluntary service he shall be treated as if he had not separated from voluntary service if the amount of time the Participant is separated from the Department is less than the Participant's prior service.

7.12 A Participant or Beneficiary who desires to avail himself of the review procedure shall be required to file a written application for review with the PLAN COMMITTEE within sixty (60) days following receipt of the written notice of denial of his application. If the claimant desires a personal appearance or hearing before the Plan committee, he shall so state in his application for review. The PLAN COMMITTEE shall allow a personal appearance before one or more of its members and shall specify the time limitations and other procedures to be followed. A claimant may be represented. The PLAN COMMITTEE shall render a decision within sixty (60) days after receipt of the application for review but may extend the time for a decision as may be necessary in the discretion of the PLAN COMMITTEE. The decision upon review shall be in writing and shall specify the reasons for the decision. The review decision by the PLAN COMMITTEE shall be final.

ARTICLE VIII

MISCELLANEOUS

8.1 This Plan is intended to constitute an unfunded and unsecured plan of deferred compensation under an arrangement that is neither a qualified plan under Code §401(a) nor an eligible deferred compensation plan under Code §457 or Code §409A. This Plan shall be treated as not providing for the deferral of compensation pursuant to Code §457(e)(11)(A)(ii) because it is a plan paying solely length of service awards to bona fide volunteers (or their Beneficiaries) on account of Qualified Services performed by such volunteers.

8.2 This Plan is intended to be an unfunded incentive plan covering voluntary service. No employee of the Department shall be eligible to participate in the Plan (except with respect to the voluntary service of an employee). It is intended that the provisions of ERISA shall not apply to this Plan by reason of ERISA §4(b)(1) and DOL Regulation §2510.3-3(b).

8.3 This Plan shall not be deemed to constitute a contract between the Department and any volunteer. Nothing in this Plan shall give any Participant the right to continue voluntary service with the Department or interfere with the right of the Department to discharge any volunteer at any time regardless of the effect such discharge will have upon him as a Participant in this Plan.

8.4 Any payment to a Participant, Beneficiary, or Legal Representative, in accordance with the provisions of the Plan shall, to the extent thereof, be in full satisfaction of all claims hereunder against the Department. The PLAN COMMITTEE may require a receipt and release as a condition to any distribution.

8.5 Whenever any words are used herein in the masculine, feminine, or neuter gender, such words shall be construed as though they were also used in another gender in all cases where they would so apply, and whenever any words are used herein in the singular or plural form, they shall be construed as though they were also used in the other form in all cases where that would apply.

8.6 If any provision of the Plan is held illegal, invalid, or unenforceable for any reason, such defect shall not affect the remaining provisions hereof, but each provision shall be severable and the Plan shall be construed and enforced as if said illegal, invalid or unenforceable provision had not been included. The PLAN COMMITTEE shall be authorized to make technical corrections to the Plan in order to carry out its purposes and intentions.

8.7 This Plan is intended to defer the recognition of income to a Participant (or Beneficiary) until the year in which distribution to the Participant (or Beneficiary) is actually made unless otherwise required by the Code. The PLAN COMMITTEE shall be authorized to make technical corrections to the Plan in order to implement the intended tax treatment under the Code.

8.8 This Plan shall be construed and enforced according to the laws of the state of Texas. In the event any claim, suit, or proceeding is brought by a Participant, all costs and expenses, including reasonable attorney's fees, of the Department may be charge against the Participant's benefit if the Participant is not the prevailing party.

{Next page is Signature Page}

In WITNESS WHEREOF, the Department has executed this Plan, this _____
day of _____, 201__, effective January 1, 2012.

BY TOMBALL VOLUNTEER FIRE DEPARTMENT BOARD OF
DIRECTORS:

Randall Parr, Fire Chief

[Name]

[Name]

[Name]

[Name]

POINT ALLOCATION SCHEDULE NO. 1

January 1, 2012

[To come]

BAKER BOTTS L.L.P.
ATTORNEYS AT LAW
P.O. Box 201626
HOUSTON, TEXAS 77216-1626
TAXPAYER I.D. #74-1195457

Randall F. Parr, EFO, CFO
Fire Chief
Tomball Fire Department
1200 Rudel
Tomball TX 77375

Invoice # 1264820
Invoice Date December 22, 2011
Attorney J R Fowler II

081373.0101 Employee Benefit Matters

	Hours	Description
11/01/11 B J Essigmann	.50	Reviewed retention plan; discussed same with Rob Fowler.
11/02/11 B J Essigmann	.80	Reviewed precedent plan document; researched issue related to Code Section 457.
11/08/11 B J Essigmann	2.30	Telephone conference with Randall Parr regarding incentive retention plan; revised same.
11/09/11 B J Essigmann	.30	Revised retention incentive plan.
11/09/11 J R Fowler II	1.20	Reviewed and commented on draft plan.
11/10/11 B J Essigmann	1.30	Revised incentive retention plan and summary of same.
11/10/11 J R Fowler II	.60	Reviewed and commented on revised draft of plan and summary.
12/12/11 B J Essigmann	.50	Revised incentive plan; reviewed summary to incentive plan.
12/13/11 B J Essigmann	.40	Revised plan and summary of plan.
12/13/11 J R Fowler II	.30	Reviewed revised draft of plan.
Total Hours	8.20	
Total Fee	\$3,805.00	

Lawyer Summary

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>RATE</u>	<u>TOTAL</u>
Essigmann, B J	6.10	400.00	2,440.00
Fowler II, J R	2.10	650.00	1,365.00
Lawyer Totals:	<u>8.20</u>		<u>\$3,805.00</u>

081373.0101 Employee Benefit Matters

For expenses incurred:

Photocopying service	15.00
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Postage	0.84
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<i>Total Expenses</i>	\$15.84
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SUMMARY

Fees	\$3,805.00
Expenses	15.84
Total Amount Due:	<u>\$3,820.84</u>

OK R

100-142-6020

BAKER BOTTS L.L.P.
ATTORNEYS AT LAW
P.O. BOX 201626
HOUSTON, TEXAS 77216-1626
TAXPAYER I.D. #74-1195457

REMITTANCE STATEMENT

Matter #	081373.0101
Matter Name	Employee Benefit Matters
Client Name	TOMBALL FIRE DEPARTMENT
Invoice #	1264820
Billing Attorney	JOE ROBERT FOWLER II
Office	Houston
TOTAL FEES:	\$3,805.00
TOTAL EXPENSES:	15.84
TOTAL AMOUNT DUE:	\$3,820.84

TO ENSURE PROPER APPLICATION OF YOUR PAYMENT,
PLEASE RETURN THIS REMITTANCE ADVICE.

Regular City Council Agenda Item Data Sheet

Meeting Date: January 16, 2012

Topic:

Approve the Minutes of the January 3, 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 - City Council Minute - 1/3/2012 Regular Meeting

MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**TUESDAY, JANUARY 3, 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 Hudgens
Councilman Stoll
Councilman Brown
Councilman Townsend
Councilman Dodson - Excused

Others present:

City Manager – George Shackelford
Assistant City Manager – Christal Weber
City Secretary – Doris Speer
City Attorney – Loren Smith
Police Chief – Robert Hauck
Director of Public Works – David Kauffman
Finance Director – Glenn Windsor
Marketing Director – Mike Baxter
Assistant City Engineer – Lori Lakatos
Assistant City Planner – Rodney Schmidt
Chief-NWEMS – Brian Petrilla
IT Director – Doug Tippey

draft

2.0 The invocation was led by Pastor Ken Shuman, WellSpring Church

3.0 The pledges to U. S. and Texas Flags were led by Cooper Cason and Jacob Ready, members of the Tomball High School Student Council.

Draft

4.0 No public comments were received.

5.0 Reports and Announcements:

- January 14, 2012 – **2nd Saturday at the Depot**. Mayor Fagan noted that 2nd Saturday will start at 4:30 p.m.
- January 24, 2012 – **Annual Boards and Commission Recruitment Reception** – 5:30 p.m.-7:00 p.m. at the Community Center
- **Farmers Market** – Opening Day is February 4, 9 a.m.-1:00 p.m.
- Appointments to Board of Adjustments will be on February 20, 2011 agenda (terms expiring 3/2/12)
- **Walk Tomball!** (Every Saturday at 9:00 a.m. at the Depot)
- Reports by City staff and members of Council about items of community interest on which no action will be taken
 - Mayor Fagan announced that the Tomball Police Department Inspection will be held on Wednesday, January 11, 2011 at 8:00 a.m.

6.0 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve the Minutes of the December 19, 2011 Regular City Council Meeting.

Motion carried unanimously.

7.0 Old Business

7.1 Rodney Schmidt presented an overview of the proposed Ordinance. Motion was made by Councilman Brown, second by Councilman Stoll, to adopt on Second Reading, Ordinance No. 2011-32, an Ordinance of the City of Tomball, Texas, Amending its Comprehensive Zoning Ordinance by changing the Zoning District Classification of approximately 11.09 acres of land, Legally described as Lot 183 and Tracts 179A, 180A, and 184A, Tomball Outlots, Within the City of Tomball, Harris County, Texas, from the Agricultural District to the Light Industrial District; Said property being generally located on the westerly side of South Cherry Street, southerly of Agg 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 Dodson	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Brown	<u>Aye</u>
Councilman Hudgens	<u>Aye</u>
Councilman Townsend	<u>Aye</u>

Draft

Motion carried unanimously.

8.0 New Business:

- 8.1 Doris Speer presented an overview of the proposed Resolution. Motion was made by Councilman Dodson, second by Councilman Brown, to approve Resolution No. 2012-01, a Resolution and Order of the City Council of the City of Tomball, Texas, Ordering a Regular City Officer's Election, to be held in the City of Tomball on Saturday, May 12, 2012; Designating the Polling Places and Appointing Election Officials for Such Election; Directing the Giving of Notice of Such Election; Designating the Date for a Runoff Election if Needed; and Providing Details Relating to the Holding of Such Election.

Motion carried unanimously.

Doris Speer presento las generalidades de la Resolución propuesta. El Concejal Dodson hizo la moción, la cual fue secundada por el Concejal Brown, para que se aprobara la Resolución Nro. 2012-01, una Resolución y Orden del Consejo Municipal de la Ciudad de Tomball, Texas, Ordenando la Celebración de una Elección Regular de Funcionarios Municipales para el sábado 12 de mayo de 2012; designando los lugares de votación y nombrando a los oficiales electorales de tal elección; instruyendo que se notifique sobre esta elección; designando la fecha de una elección de desempate de ser necesaria; y proporcionando detalles referentes a la celebración de tal elección.

La moción fue aprobada por unanimidad.

Doris Speer trình bày tổng quan về Nghị quyết được đề xuất. Ủy Viên Hội Đồng Dodson đưa ra kiến nghị đồng ý, Ủy Viên Hội Đồng Brown ủng hộ, phê duyệt Nghị quyết số 2012-01, một Nghị quyết và Lệnh Yêu Cầu của Hội Đồng Thành Phố của Thành Phố Tomball, Texas, Yêu Cầu tổ chức một Cuộc Bầu Cử Viên Chức Thành Phố thường lệ, được tổ chức tại thành phố Tomball vào thứ Bảy, 12 Tháng Năm, 2012; Chỉ định các địa điểm bỏ phiếu và bổ nhiệm các quan chức phụ trách bầu cử cho cuộc bầu cử nói trên; Chỉ thị cho Thông báo về cuộc bầu cử nói trên; Chỉ định ngày cho một cuộc bầu cử chung cuộc nếu cần thiết; và Cung cấp Thông tin chi tiết liên quan đến việc Tổ chức cuộc bầu cử trên.

Kiến nghị đã được thống nhất.

Doris Speer 2012-01 Tomball 2012-05-12 Tomball

- 8.2 Doug Tippey presented an overview of the proposed Contract. Motion was made by Councilman Dodson, second by Councilman Brown, to approve Renewal of Contract and First Amendment between the City of Tomball and Comcast for Internet Access, in the Amount of \$70,527.60 for Three Years.

Motion carried unanimously.

- 9.0 Motion was made by Councilman Dodson, 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

Data Sheet

Meeting Date: January 16, 2012

Topic:

Discussion of City Sidewalks Update (Country Meadows & Spring Pine Estates)

Background:

During the December 5, 2011 City Council meeting Council asked for estimated costs for replacement of the existing sidewalk along Zion Rd west of Quinn Rd and new sidewalk along the north and south side of Zion Rd east of Quinn Rd.

Attached is the exhibit of the proposed and existing sidewalks in the area and estimated costs for new and replacement sidewalks along Zion Rd. The estimated costs do not include land or easement acquisition. Any sidewalk placed in the right-of-way east of Quinn Rd will have to be coordinated with Harris County, as it is County right-of-way.

Origination:

City Council

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:

Proposed and Existing Sidewalks Exhibit
Sidewalk Cost Estimate



Estimated Cost for Sidewalk Projects Along Zion Rd.

Replacement Sidewalk to Spring Pine Estates	
Sidewalk, 5-ft, Alice St to West of TJHS Driveway	
TOTAL CIP	\$352,820.00

Northside of Zion East of Quinn to Country Meadows	
Sidewalk, 5-ft, East of Quinn Rd to Country Meadows Dr.	
TOTAL CIP	\$48,204.00

Southside of Zion East of Quinn to Spring Forest Estates	
Sidewalk, 5-ft, Quinn Rd to Green Tree Dr	
Sidewalk, 5-ft, Green Tree Dr to RR Tracks	
TOTAL CIP	\$159,120.00

TOTAL for East of Quinn Rd to RR Tracks	\$207,324.00
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TOTAL for all sidewalks	\$560,144.00
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This does not include any property or easement acquisition.
Sidewalks east of Quinn Rd will have to be coordinated with Harris County.

Regular City Council

Agenda Item

Meeting Date: January 16, 2012

Data Sheet

Topic:

Approve Request by Oilfield Helping Hands for City Support and Co-Sponsorship for the 2012 Car Show at Depot Plaza, to be held on Saturday, March 10, 2012

Background:

Due to the success of last year's rally, held in Tomball on March 12, 2011, Oilfield Helping Hands (OHH) is again requesting City support and co-sponsorship to hold the 4th Annual Classic Car Show and Motorcycle Rally at the Historic Tomball Depot again.

OHH has met with members of the City's Special Events team and has requested the following from the City of Tomball:

- City Sponsorship of the Event;
- Street Closures in the Downtown area similar to that of the German Fest:
 - South Elm from FM 2920 to Market,
 - Market from South Elm to South Pine (with the exception of the Cherry Street crossing),
 - South Walnut from FM 2920 to Fannin,
 - Oak from FM 2920 to Market, and
 - South Pine to Fannin;
- Waiver of fees for the use of the Depot area and provision of electricity and water;
- Use of Tomball PD personnel to escort the motorcycle rider as they begin their ride;
- Use of the Main Street Banner and waiver of the associated fees; and
- *Permission to sell alcohol during the event (OHH is looking for a vendor to provide this service and is aware of the city's requirements).*

OHH is expecting approximately 300 cars to participate in the Car Show, 100 motorcycle riders, and 10 cook teams to participate in the rally, along with live music. In staff discussions with OHH, they expect between 200 and 400 additional visitors to the event.

Oilfield Helping Hands (OHH) is about helping Houston-area oilfield families in critical need of financial assistance through events such as this. Since 2003, this all volunteer organization has assisted 138 families with more than \$1.3 million in financial aid. Additional information on OHH is available at <http://www.oilfieldhelpinghands.org/>. An OHH member will be available at the meeting to answer any questions about the event and the organization.

Origination:

Mike Baxter, Marketing Director

Recommendation:

Approval of Request

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:

OHH Request Letter



Oilfield Helping Hands
P. O. Box 720235
Houston, Texas 77072-5206

December 28, 2011

Tomball City Council
Tomball City Hall
401 Market Street
Tomball, TX 77375

To the Distinguished Members of the Tomball City Council:

Hello! My name is Mitzi Flowers and I am here today representing Oilfield Helping Hands (OHH), a 501(c)(3) non-profit, charitable organization comprised of volunteers primarily from the oil & gas industry devoted to providing financial assistance to oilfield workers in crisis who live and/or work in Houston and the surrounding eight counties.

If you recall, on March 12, 2011 Tomball hosted the location for our Third Annual Classic Car Show and Motorcycle Rally at the Historic Train Depot. The third annual event was our biggest ever! When we began researching new venues in which to hold this event, we had several options from which to choose. I knew before the event began that having it at the Historic Train Depot in Tomball was the right decision, and the results we received merely solidified that decision. The exposure and support we received not only for the event but for Oilfield Helping Hands as a whole was priceless, for which we are eternally grateful.

Thanks to your support and the support of our sponsors and participants, we raised over \$25,000 for OHH recipients, and drew in over 200 cars and motorcycles who participated. The use of the train depot, the closing of city streets, the support of the Tomball PD, Tomball Fire Department, Tomball EMS and the Tomball Parks Department to name just a few, played integral parts in making our event the success that it was. We received praise from our participants for having the event at such a charming location and everyone is looking forward to 2012! We hope you received the same encouraging feedback as we have.

The 2012 event will be held on Saturday, March 10, 2012 from 9:00 a.m. to 5:00 p.m. Due to the overwhelming response in 2011, we are anticipating the 2012 event to attract individuals and companies in the oil & gas industry from all over Houston and Texas, Louisiana and Oklahoma. We also have the support of many show car organizations, motorcycle clubs and businesses. We are planning to have ten cook teams at the 4th annual event representing companies like Baroid, Express Energy Services, Surf Subsea, Halliburton....just to name a few. Last year live music was provided by Steve Krase and the In Crowd. Steve is also president of Navigate Energy Services and an active member of Oilfield Helping Hands. Steve and his band will be playing again this year, and he will be lining up four additional bands to provide live music all afternoon! We are hoping that due to our



Oilfield Helping Hands
P. O. Box 720235
Houston, Texas 77072-5206

expanded hours, cook teams and music that many of our participants will stay for the Second Saturday movie!

We have chosen the historic Train Depot as our event location again, and humbly request the City's support. This year, we expect to have over 300 vehicles participating in our event, and over 100 motorcycles riding in the rally. In order to accommodate all the registrants and participants we are asking the City of Tomball be our host city again and allow for street closers of S. Elm from FM 2920 to Market St.; Market St. from S. Elm to S. Pine (with the exception of the Cherry St. crossing); S. Walnut from FM 2920 to Fannin St.; S. Oak St. from FM 2920 to Market St.; and S. Pine to Fannin St. I have attached a map highlighting the requested areas. We are also asking that the City waive any fees associated with the rental of the depot as well as any incidental fees associated with providing electricity, water, police escort out of the City limits for the motorcycle riders to safely begin their ride. We would also like to be able to advertise our event using the Main Street sign.

Since we are a non-profit charity, we try and obtain as many sponsors as we can to cover certain costs associated with organizing an event like ours. This allows us to continue to use all funds raised for our recipients. We would respectfully ask that the City of Tomball waive the application and lease fees, as well as all incidental fees. In turn, we would gratefully acknowledge the City of Tomball as the host sponsor and give due acknowledgment in our signage, electronic billboards that are displayed at our event, recognition on the Oilfield Helping Hands website as well as the Registration and Sponsorship Opportunities Packet that is used to help recruit other sponsors. These packets are sent to our member database of over 400 individuals employed by over 80 companies in Harris and the surrounding eight counties.

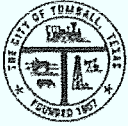
We are very excited about the choice to hold our event in Tomball again. We look forward to your support and a continued relationship between our organization and the City.

With deepest gratitude,

Mitzi Flowers,
Committee Chair
4th Annual OHH Classic Car Show & Motorcycle Rally

Cell: 281-650-5613
Work: 281-668-2678





City of Tomball- Public Works Department
Park & Facility Reservation Application

☐ *Residency verification : _____ (city staff) ☐ Facility Inspection Verification : _____ (city staff)

Railroad Depot Plaza & Gazebo @ 201 S. Elm

- No restrooms provided; must have city permission at time of request to provide portable toilet at renter's expense.
- Renters must provide their own tables, chairs, etc.

☐ *RESIDENT ☐ 1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm) ☐ ALL DAY \$100.00(8am-10pm) DEPOSIT \$200.00
☐ NON-RESIDENT ☐ 1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☒ ALL DAY \$125.00(8am-10pm) DEPOSIT \$200.00

Juergens Park@ 1331 Ulrich

- Keys to the interior of the park are available, but are to be used for temporary access to set up or clean up. No vehicles should remain on the park site interior.

☐ *RESIDENT ☐ 1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm) ☐ ALL DAY \$100.00(8am-10pm) DEPOSIT \$200.00
☐ NON-RESIDENT ☐ 1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ ALL DAY \$125.00(8am-10pm) DEPOSIT \$200.00

Jerry Matheson Park @ 1240 Ulrich

☐ *RESIDENT ☐ 1/2 DAY \$75.00 (8am-2pm) or (4pm-10pm) ☐ ALL DAY \$100.00(8am-10pm) DEPOSIT \$75.00
☐ NON-RESIDENT ☐ 1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ ALL DAY \$150.00(8am-10pm) DEPOSIT \$75.00

Theis Attaway Nature Park @ 13509 Theis Lane

- Catch and release grass carps.

☐ *RESIDENT ☐ 1/2 DAY \$75.00 (8am-2pm) or (4pm-10pm) ☐ ALL DAY \$100.00(8am-10pm) DEPOSIT \$75.00
☐ NON-RESIDENT ☐ 1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ ALL DAY \$150.00(8am-10pm) DEPOSIT \$75.00

***Resident: Must present recent Tomball City Water Bill or have a current account with The City Utility department.**

Renters Information:

Date Needed: 3.10.12 Time: 5:00 a.m. - 5:00 p.m. Number of People Expected: 600-700

Organization: Oilfield Helping Hands Type of Event: Car Show/Motorcycle Rally

Contact Person: Mitzi Flowers Email: mflowers@newfield.com

Business Phone: 281-668-2678 Home Phone: 281-650-5613 Fax: _____

Home Address: P.O. Box 720235 City: Houston St. TX Zip: 77072

Refund Address: P.O. Box 720235 City: Houston St. TX Zip: 77072

I have read the Park Rules and Regulations and understand that I am responsible for cleanup. If the Park is not cleaned up or has been damaged, I will be subject to any costs incurred by the City; including and/or in excess of my deposit. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.

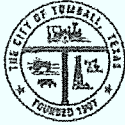
Signature: _____ Date: 12/28/11

Confirmation of Park Reservations by signature below only! Application subject to a 24 hour application review period prior to approval by City Administration.

City of Tomball: _____ (City Staff) Date: _____

KEEP THIS FORM WITH YOU AT THE PARK!!!!

Public Works Department-501 James Street-Tomball, Texas- (281) 290-1400, after hours, Police Dept. Dispatch-281-351-5451



**City of Tomball- Public Works Department
Park & Facility Reservation Application
501 James Street
(281)-290-1400**

Fax # (281) 351-4735

Office Hours 8:00am-5:00pm-Park Hours 8:00am-10:00pm

Applications accepted for following Parks: Railroad Depot Gazebo, Railroad Depot Plaza, Juergens Park, Jerry Matheson Park, & Theis Attaway Nature Park.

Priority use of park to be granted by reservation only. Reservation may be made by contacting Public Works.

Park Rules and Regulations

1. Rental fee is non-refundable, security/cleaning deposit refundable; if the entire area is left in the same condition it was found.
2. Renters will be responsible for following the city's noise ordinance.
3. Parking must be in designated areas only. Parking on the grass is prohibited.
4. No posters, banners, signs or other devices will be allowed to be displayed or posted on park fixtures using tacks, nails, staples, tape or other fasteners.
5. Items are prohibited from being driven or staked into the ground.
6. The possession and/or consumption of alcoholic beverages are prohibited in the park area.
7. All litter and debris from event must be removed from rented area, landscaping, and surrounding area. If trash will not fit into the trash barrels at the park, it must be removed.
8. The park grounds are public areas. The city will not restrict others from entering the park; as long as they are not in the reserved rented area and not interfering with renter's event.
9. No glass containers.
10. All pets must be on a leash at all times and all pet waste must be properly disposed.
11. The use of moonwalk requires insurance (from the moonwalk company) and proof of coverage must be presented at the time the equipment is set up in the park.
12. No piñatas or water recreational activities allowed in parks.
13. No loud or abusive language.
14. No display or use of firearms of any kind.
15. No open fires are allowed, except in barbecue pits. If you bring a barbecue pit, it must be propane.
16. No camping or overnight events.

INDEMNIFICATION

INDEMNIFICATION. LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy or use of the LICENSED PREMISES. LICENSEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: January 16, 2012

Topic:

Presentation of Status and Results of the Annual Financial Report for Fiscal Year Ending September 30, 2011.

Background:

The Charter requires that a report be presented to the Council within 120 days of the end of the City's fiscal year. A representative from the CPA firm of Belt, Harris, Pechacek, LLP will be at the meeting to discuss the status of the audit and the timing of the presentation of the Comprehensive Annual Financial Report. We received the first draft of the report this morning (Friday, January 13) and will need time for review.

Origination:

Finance

Recommendation:**Funding:**

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

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

Regular City Council

Agenda Item

Meeting Date: January 16, 2012

Data Sheet

Topic:

Resolution No. 2012-02, a Resolution of the City Council of the City of Tomball, Texas, Designating the Official Newspaper for 2012 for Publication of Matters Pertaining to the City of Tomball

Background:

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

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

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

The rates presented by each newspaper indicate that the cost of legal ads in the Tribune will be approximately 80%-82% less than the rate quoted by the Potpourri for approximately the same size ad, depending on the finished size and location requirement of the ad. Display/retails ads may cost approximately 22% less or 55% more than the same size ad in the Potpourri, again depending on the size, color and location requirements.

Both the Tribune and the Potpourri have Internet sites and we have had no problems with service with either paper. The Tribune has a total circulation of 56,755 direct mail customers in the Tomball-Magnolia area; the Potpourri has a circulation of 20,061 home delivery customers in Tomball and a total circulation of 30,313 in the Tomball-Magnolia area, if the City pays to advertise in the Magnolia area. Both the Potpourri and the Tribune offer drop-off or countertop locations where papers can be picked up.

In 2011, the Tribune was designated as the official city newspaper. During 2011, the City paid \$12,229.20 to the Tribune for advertising and \$4,698.46 to the Potpourri for advertising.

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

2011 - Tomball Magnolia Tribune
2010 - Tomball Magnolia Tribune, then The Potpourri
2009 - The Potpourri
2008 - Tomball Magnolia Tribune
2007 - The Potpourri
2006 - The Potpourri

2005 - The Potpourri
2004 - The Potpourri
2003 - The Potpourri
2002 - The Potpourri
2001 - Tomball Magnolia Tribune
2000 - The Potpourri
1999 - Tomball Magnolia Tribune
1998 - The Potpourri.

Origination:

Home Rule Charter/City Secretary

Recommendation:

N/A

Funding:

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. 2012-02_Designating the Official Newspaper for 2012

Tabulation of Sample Advertisements

Sample Advertisement ; 2nd Saturday - Tribune

Sample Advertisement; 2nd Saturday - Potpourri

Sample Advertisement - Notice of Public Hearing

Sample Advertisement - Ord 2011-31

Sample Advertisement - Ord 2011-27

2011 Expense - Tribune

2011 Expense - Potpourri

RESOLUTION NO. 2012-02

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF TOMBALL, TEXAS, DESIGNATING THE OFFICIAL
CITY NEWSPAPER FOR 2012 FOR PUBLICATION OF
MATTERS PERTAINING TO THE CITY OF TOMBALL.**

* * * * *

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

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

NOW, THEREFORE, BE IT RESOLVED that the City of Tomball and its governing body hereby designates the _____ to be named the official newspaper for 2012 for the City of Tomball, Texas, for the publication of ordinances, notices, and other matters required by law or ordinance to be published, and that this resolution shall take effect upon its passage.

PASSED AND APPROVED BY A VOTE OF __ TO __ AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 16TH DAY OF JANUARY 2012:

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

GRETCHEN FAGAN, Mayor

ATTEST:

Doris Speer, City Secretary

2ND SATURDAY

"CHRISTMAS AT GIVE THANKS TOMBALL"

NOV. 12TH

AT THE DEPOT

- Live Classic Rock & Country music by the Traditions
- Great eats from Cisco's Salsa Co., the Original Rib Tickler, CiCi's Pizza and Summer Snow
- Games & Crafts! Make your own photo frame and Christmas card, beginning at 5 p.m.
- Free photo with Santa compliments of D&K Photography (while supplies last)
- Be there for the lighting of the City's Christmas tree at dusk . . . It's a Tomball tradition!
- Enjoy Disney's "The Santa Clause" on the giant screen

Collect kid-sized holiday goodies and stocking stuffers from the following shops and restaurants throughout downtown Tomball beginning at 3 p.m. while supplies last. Route maps and goodie bags will be available at the Depot.



The Original Bootsle's, Dahlia's Boutique, Patsy's, Cisco's Salsa Co., Granny's Korner, Naturally Nancy's, Elite Antiques & Books, With These Hands, Refinded Spaces, Joe's Barber Shop & Salon, Magnolia Tree House of Tea, The Browsersy, Whispering Willow, Market Street Bakery, Kelsey Creek Traditions, Sallie Fisher's Custom Frames & Art Gallery, Tender Touch, The Bath Hut, GiGi's, Quilter's Crossing, Foxworthy's and Everything Bling.

A special visit from Santa
and the TPD gyroplane
"Michael One", too!

Call 281-351-5484
for information.
Scan code to visit
us at Facebook.



Tomball is Texan for Fun!®

Item #1

Actual Ad from Tomball Magnolia Tribune

2nd Saturday "Christmas At Give Thanks Tomball"

2ND SATURDAY "CHRISTMAS AT GIVE THANKS TOMBALL" NOV. 12TH AT THE DEPOT

- Live Classic Rock & Country music by the Traditions
- Great eats from Cisco's Salsa Co., the Original Rib Tickler, CiCi's Pizza and Summer Snow
- Games & Crafts! Make your own photo frame and Christmas card, beginning at 5 p.m.
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A special visit from Santa and the TPD gyroplane "Michael One", too!

Tomball is Texan for Fun!®

Call 281-351-5484 for information.
Scan code to visit us at Facebook.



Item #1

Actual Ad from Houston Community Newspapers

2nd Saturday "Christmas At Give Thanks Tomball"

**NOTICE OF PUBLIC HEARING AT
REGULAR COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



**MONDAY, DECEMBER 5, 2011
6:00 P.M.**

Notice is hereby given that **PUBLIC HEARING** will be held by the Tomball City Council, as the Governing Body of the City of Tomball, at a Regular Council Meeting on Monday, December 5, 2011 at 6:00 p.m., at City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following:

Public Hearing regarding Proposed Ordinance No. 2011-24,
whereby the City of Tomball may opt out of the
"Super Freeport Exemption" created by Senate Bill 1,
Section 48.02(j-1), effective September 1, 2011.

Persons interested in the above-proposed Ordinance 2011-24 may speak regarding the City's consideration of an ordinance to continue to tax tangible personal property in transit which would otherwise be exempt pursuant to Texas Tax Code, Section 11.253, will be given an opportunity to be heard.

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 29th day of November 2011 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*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.

Item #2

Actual Ad from Tomball Magnolia Tribune

Notice of Public Hearing at Regular Council Meeting

ORDINANCE NO. 2011-31

AN ORDINANCE AUTHORIZING THE ISSUANCE AND SALE OF THE CITY OF TOMBALL, TEXAS, COMBINATION TAX AND REVENUE CERTIFICATES OF OBLIGATION, SERIES 2012; AWARDING THE SALE THEREOF; LEVYING A TAX AND PROVIDING FOR THE SECURITY AND PAYMENT THEREOF; APPROVING THE OFFICIAL STATEMENT; APPROVING THE PAYING AGENT/REGISTRAR AGREEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO. FIRST AND FINAL READING PASSED AND APPROVED DECEMBER 5, 2011.

Item #3

Actual Ad from Tomball Magnolia Tribune

Ordinance 2011-31

ORDINANCE 2011-27

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 32.03 ACRES OF LAND, LEGALLY DESCRIBED AS RESERVE A, BLOCK 1, FIRST BAPTIST CHURCH OF TOMBALL, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, GENERALLY LOCATED SOUTHERLY OF HICKS STREET, WESTERLY OF QUINN ROAD, FROM THE C-COMMERCIAL AND OT/MU-OLD TOWN & MIXED USE DISTRICTS TO THE C-COMMERCIAL DISTRICT; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS. SECOND READING PASSED AND APPROVED DECEMBER 5, 2011.

Item #4

Actual Ad from Tomball Magnolia Tribune

Ordinance 2011-27

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
904339	TOMBALL MAGNOLIA TRIBUNE							
I-47068	LEG NOTICE;ORD 2010-01 2/8/11	R	2/16/2011	32.55		104890		
I-50914	AD;MAYORS COFFEE 2/7/11	R	2/16/2011	265.00		104890		
I-51028	LEG NOTICE,ORD 2010-26;2/14/11	R	2/16/2011	24.30		104890		321.85
904339	TOMBALL MAGNOLIA TRIBUNE							
I-51046	LEG NOTICE ADDENDUM;2/14,21	R	3/02/2011	48.60		105017		
I-51084	RETAIL AD;TRAIL RIDERS 2/21	R	3/02/2011	329.75		105017		378.35
904339	TOMBALL MAGNOLIA TRIBUNE							
I-51140	LEG NOTICE AVAILABILITY 2/28	R	3/09/2011	59.40		105089		
I-51155	LEG NOTICE PUB HRNGS 2/28	R	3/09/2011	88.20		105089		
I-51156	LEG NOTICE ORD 2010-26 2/28	R	3/09/2011	24.30		105089		171.90
904339	TOMBALL MAGNOLIA TRIBUNE							
I-51249	GAS-RETAIL AD;DON'T DIG 3/7/11	R	3/16/2011	111.00		105180		111.00
904339	TOMBALL MAGNOLIA TRIBUNE							
I-51295	LEG NOTICE ORD 2011-01,3/14/11	R	3/23/2011	86.40		105242		86.40
904339	TOMBALL MAGNOLIA TRIBUNE							
I-51292	LEG NOTICE,BID 2011-03;3/14,21	R	3/30/2011	138.60		105292		138.60
904339	TOMBALL MAGNOLIA TRIBUNE							
I-51434	NOTICE;PUB HRNG-BOA,P&Z 3/28	R	4/06/2011	140.40		105335		
I-51435	NOTICE;ORD 2011-01,02,03-3/28	R	4/06/2011	129.60		105335		270.00
904339	TOMBALL MAGNOLIA TRIBUNE							
I-51554	LEGAL NOTICE;PUB HRNG 4/4/11	R	4/13/2011	86.40		105430		86.40
904339	TOMBALL MAGNOLIA TRIBUNE							
I-51623	LEG NOTICE;ORD2011-02,03-4/11	R	4/20/2011	72.90		105501		72.90
904339	TOMBALL MAGNOLIA TRIBUNE							
I-51703	LEG NOT;ENG,SPAN,CHIN TEST	R	4/27/2011	48.60		105554		48.60
904339	TOMBALL MAGNOLIA TRIBUNE							
I-51715	PROJ 2011-05 BIDDERS 4/18,25	R	5/04/2011	151.20		105623		
I-51742	ORDS 2011-04,05,06,07,08;4/25	R	5/04/2011	145.80		105623		
I-51747	GENERAL ELECTION 4/25	R	5/04/2011	135.00		105623		
I-51776	PUBLIC HEARING 4/25	R	5/04/2011	45.00		105623		477.00
904339	TOMBALL MAGNOLIA TRIBUNE							
I-51856	AD; MAYORS COFFEE 5/2/11	R	5/11/2011	302.00		105677		302.00

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
904339	TOMBALL MAGNOLIA TRIBUNE							
I-51970	ADS;ORD 2011-04,06,07;5/9/11	R	5/18/2011	95.40		105764		95.40
904339	TOMBALL MAGNOLIA TRIBUNE							
I-52080	LEG NOTICE,ORD 2011-08;5/23/11	R	6/08/2011	9.90		105947		9.90
904339	TOMBALL MAGNOLIA TRIBUNE							
I-52131	BID NOTICE;MED/DENT-5/30,6/6	R	6/15/2011	61.20		106003		61.20
904339	TOMBALL MAGNOLIA TRIBUNE							
I-52389	BID NOTICE 2011-07;6/20,6/27	R	7/13/2011	136.80		106260		
I-52396	REQ FOR PROP 2011-06;6/20,27	R	7/13/2011	133.20		106260		
I-52443	LEG NOTICE ORD 2011-10;6/27	R	7/13/2011	28.80		106260		
I-52445	REQ FOR PROP 2011-06;6/27	R	7/13/2011	27.90		106260		
I-52479	PUB HRNG BOA,P&Z COMM;6/27	R	7/13/2011	167.40		106260		
I-52483	AD:DON'T DIG,RUN DATE 7/4/11	R	7/13/2011	111.00		106260		605.10
904339	TOMBALL MAGNOLIA TRIBUNE							
I-52622	NOTICE;ORD 2011-10 RUN 7/11/11	R	7/20/2011	28.80		106322		28.80
904339	TOMBALL MAGNOLIA TRIBUNE							
I-52697	AD;MAYOR'S COFFEE 7/25/11	R	8/03/2011	302.00		106439		
I-52728	LEG NOT;ORD 2011-11,14,16;7/25	R	8/03/2011	90.90		106439		392.90
904339	TOMBALL MAGNOLIA TRIBUNE							
I-52903	AD;ONLINE AUCTION-8/8 & 15/11	R	8/24/2011	62.70		106603		62.70
904339	TOMBALL MAGNOLIA TRIBUNE							
I-52901	NOTICE PUB HRNG 8/8	R	9/07/2011	95.40		106676		
I-52904	NOTICE ORD 2011-11,14 & 16 8/8	R	9/07/2011	94.50		106676		
I-53049	ORD 2011-15,17,18 & 20 8/29	R	9/07/2011	82.80		106676		
I-53075	NOTICE PUB HRNG 8/29	R	9/07/2011	100.80		106676		
I-I-52988	ADS;ORD 2011-15,17,20 8/20/11	R	9/07/2011	64.80		106676		438.30
904339	TOMBALL MAGNOLIA TRIBUNE							
I-53235	AD;ART WALK - 9/12/11	R	9/21/2011	610.50		106956		
I-53252	NOTICE;ORD 2011-18 - 9/12/11	R	9/21/2011	18.00		106956		
I-53267	AD;PROP TAX RATES - 9/12/11	R	9/21/2011	721.50		106956		1,350.00
904339	TOMBALL MAGNOLIA TRIBUNE							
I-53368	AD;PUB HEARING,TAX INC 9/26	R	10/12/2011	582.75		107138		
I-53369	LEG NOT;ORD 2011-21,22 9/26	R	10/12/2011	74.70		107138		
I-53384	AD;BUGS, BREW & BBQ 9/26	R	10/12/2011	610.50		107138		
I-53388	LEG NOT;PUB HRNG,P&Z 9/26	R	10/12/2011	81.00		107138		
I-53495	AD;SPOOKTACULAR BASH 10/3	R	10/12/2011	610.50		107138		1,959.45

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
904339	TOMBALL MAGNOLIA TRIBUNE							
I-53531	AD;ART WALK 10/10	R	10/19/2011	610.50		107232		
I-53533	LEGAL NOT;PUBLIC HRNG 10/10	R	10/19/2011	84.60		107232		
I-53534	NOTICE,TAX INCREASE 10/10	R	10/19/2011	582.75		107232		
I-53567	LEGAL NOT;PUBLIC HRNG 10/10	R	10/19/2011	133.20		107232		1,411.05
904339	TOMBALL MAGNOLIA TRIBUNE							
I-53588	LEG NOT;ORD #2011-21,22;10/17	R	10/26/2011	72.90		107293		72.90
904339	TOMBALL MAGNOLIA TRIBUNE							
I-53643	RETAIL AD MAYOR COFFEE 10/31	R	11/23/2011	302.00		107533		
I-53649	ORDS 2011-19,25,26;RUN 10/24	R	11/23/2011	95.40		107533		
I-53659	LEGAL NOTICE PUB HRNG 10/24	R	11/23/2011	81.00		107533		
I-53671	NOTICE/INTENTION 10/31,11/7	R	11/23/2011	122.40		107533		
I-53737	LEGAL NOTICE PUB HRNGS 10/31	R	11/23/2011	187.20		107533		
I-53747	ORDS 2011-19,25,26;RUN 10/31	R	11/23/2011	93.60		107533		
I-53795	RETAIL AD 2ND SATURDAY 11/7	R	11/23/2011	610.50		107533		
I-53882	RETAIL AD ART WALK 11/14	R	11/23/2011	610.50		107533		2,102.60
904339	TOMBALL MAGNOLIA TRIBUNE							
I-53940	NOTICE,BID2012-01,02;11/21,28	R	12/07/2011	262.80		107627		
I-54009	LEG NOT ORD 2011-27,28;11/28	R	12/07/2011	67.50		107627		
I-54010	LEGAL NOT PUB HRNGS;11/28	R	12/07/2011	66.60		107627		396.90
904339	TOMBALL MAGNOLIA TRIBUNE							
I-54056	LEG NOTICE,PUB HRNG 12/5	R	12/14/2011	79.20		107717		
I-54083	AD;CHRISTMAS ON COMMERCE	R	12/14/2011	610.50		107717		689.70
904339	TOMBALL MAGNOLIA TRIBUNE							
I-54161	LEG NOTORD 2011-27,28&31 12/12	R	12/21/2011	87.30		107768		87.30

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	28	12,229.20	0.00	12,229.20
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	0	VOID DEBITS	0.00	
		VOID CREDITS	0.00	
		0.00	0.00	

TOTAL ERRORS: 0

VENDOR SET: 00	BANK: BANK1	TOTALS:	28	12,229.20	0.00	12,229.20
BANK: BANK1	TOTALS:		28	12,229.20	0.00	12,229.20
REPORT TOTALS:			28	12,229.20	0.00	12,229.20

VENDOR I.D.	NAME	STATUS	CHECK DATE	INVOICE AMOUNT	DISCOUNT	CHECK NO	CHECK STATUS	CHECK AMOUNT
405078 I-293663	HOUSTON COMMUNITY NEWSPAPERS CSO-ADS/ORDINANCES,NOTICES	R	1/12/2011	294.00		104526		294.00
405078 I-288829	HOUSTON COMMUNITY NEWSPAPERS ADS;2ND SAT,ORDINANCES	R	1/19/2011	728.70		104581		728.70
405078 I-294250	HOUSTON COMMUNITY NEWSPAPERS AD;BANKING RFP,PUB HRNG BOA	R	1/26/2011	216.82		104638		216.82
405078 I-294250/B	HOUSTON COMMUNITY NEWSPAPERS ADS;ORDS 2010-16,20,21,22,23	R	2/02/2011	367.50		104704		367.50
405078 I-297124	HOUSTON COMMUNITY NEWSPAPERS ADS;BOARDS & COMMISSIONS	R	2/16/2011	600.00		104857		600.00
405078 I-DD3638 I-DD3639 I-DF5484	HOUSTON COMMUNITY NEWSPAPERS AD:ANNEX STUTS PROP 7/19/06 AD:ANNEX HIRSCHFELD 7/19/06 AD:LIFE,HLTH,DENTAL INS-7/5/06	V V V	2/22/2011 2/22/2011 2/22/2011	6.75 6.75 17.55		105108 105108 105108		31.05
405078 M-CHECK	HOUSTON COMMUNITY NEWSPAPERS HOUSTON COMMUNITY NEWSPAUNPOST	V	3/25/2011			105108		31.05CR
405078 I-299895	HOUSTON COMMUNITY NEWSPAPERS MISC CITY ADS,STMT 2/28/11	R	3/30/2011	426.40		105267		426.40
405078 I-308223	HOUSTON COMMUNITY NEWSPAPERS HR-EMPLOYMENT ADS/PW	R	6/22/2011	1,078.64		106037		1,078.64
405078 I-168224_0911	HOUSTON COMMUNITY NEWSPAPERS ADS;ART WALK;BUGS,BREW,BBQ	R	10/12/2011	986.40		107120		986.40

* * T O T A L S * *	NO	INVOICE AMOUNT	DISCOUNTS	CHECK AMOUNT
REGULAR CHECKS:	8	4,729.51	0.00	4,698.46
HAND CHECKS:	0	0.00	0.00	0.00
DRAFTS:	0	0.00	0.00	0.00
EFT:	0	0.00	0.00	0.00
NON CHECKS:	0	0.00	0.00	0.00
VOID CHECKS:	1 VOID DEBITS	0.00		
	VOID CREDITS	31.05CR		
		31.05CR	0.00	

TOTAL ERRORS: 0

VENDOR SET: 00	BANK: BANK1	TOTALS:	9	4,711.96	0.00	4,698.46
BANK: BANK1	TOTALS:		9	4,711.96	0.00	4,698.46
REPORT TOTALS:			9	4,711.96	0.00	4,698.46

Regular City Council

Agenda Item

Meeting Date: January 16, 2012

Data Sheet

Topic:

Approve **ZONING CASE P11-382**: Public hearing to consider a request by K.E. Jams Investments, Inc. to amend Section 45.2 (“Definitions”) of the City’s Comprehensive Zoning Ordinance (Ordinance No. 2008-01) by revising the definition of “Recreational Vehicle (RV) Park/Campground” to eliminate the maximum amount of time a recreational vehicle, travel trailer, or similar vehicle can reside, park, or lease space in a recreational vehicle park or campground.

- Conduct a Public Hearing on **ZONING CASE P11-382**
- Approve on First Reading, Ordinance No. 2012-01, an Ordinance of the City of Tomball, Texas, amending Its Comprehensive Zoning Ordinance by Amending Section 45.2 (“Definitions”) by Revising the Definition of “Recreational Vehicle (RV) Park/Campground” by Eliminating the Maximum Amount of Time a Recreational Vehicle, Travel Trailer, or Similar Vehicle can Reside, Park, or Lease Space in a Recreational Vehicle Park or Campground; 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 November 29, 2011, the Engineering & Planning Department received a Zoning Ordinance text amendment application from Mike O’Brien on behalf of K.E. Jams Investments, Inc. to revise the definition of “Recreational Vehicle (RV) Park/Campground” by eliminating the maximum amount of time a recreational vehicle, travel trailer, or similar vehicle can reside, park, or lease space in a recreational vehicle park or campground. The applicant is requesting that a recreational vehicle, travel trailer, or similar vehicle be permitted to reside, park, or lease space in a recreational vehicle park or campground for an indefinite period of time and not be bound by a 90 day time limit currently required by the Section 45 (“Definitions”) of the Zoning Ordinance.

Origination:

Mike O’Brien on behalf of K.E. Jams Investments, Inc.

Recommendation:

On January 9, 2012, the Tomball Planning & Zoning Commission, after conducting a public hearing, voted 2 in favor and 2 in opposition to a motion to recommend approval of P11-382. Because of the tie vote, the motion to recommend approval of P11-382 failed.

Funding:

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

Engineering and Planning

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER

☐ YES ☐ NO

☐ 1ST ☐ 2ND

ATTACHMENTS:

Notice of Public Hearing

P11-382 Staff Report

Ordinance 2012-01

P11-382 & Chapter 46 Text Amendment Request Letters

**NOTICE OF PUBLIC HEARINGS
CITY OF TOMBALL
PLANNING & ZONING COMMISSION
JANUARY 9, 2012
&
CITY COUNCIL
JANUARY 16, 2012**



Notice is Hereby Given that Public Hearings will be held by the Planning & Zoning Commission of the City of Tomball on **Monday, January 9, 2012, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, January 16, 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 P11-382: Public hearing to consider a request by K.E. Jams Investments, Inc. to amend Section 45.2 (“Definitions”) of the City’s Comprehensive Zoning Ordinance (Ordinance No. 2008-01) by revising the definition of “Recreational Vehicle (RV) Park/Campground” to eliminate the maximum amount of time a recreational vehicle, travel trailer, or similar vehicle can reside, park, or lease space in a recreational vehicle park or campground.

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

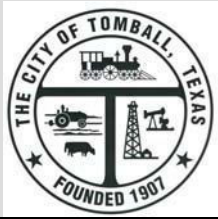
I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **5th** day of **January** 2012 by **5:00** p.m., and remained posted for at least 72 continuous hours preceding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



Text Amendment Staff Report

Planning and Zoning Commission Hearing Date: January 9, 2012

ZONING CASE P11-382: Request by K.E. Jams Investments, Inc. to amend Section 45.2 (“Definitions”) of the City’s Comprehensive Zoning Ordinance (Ordinance No. 2008-01) by revising the definition of “Recreational Vehicle (RV) Park/Campground” to eliminate the maximum amount of time a recreational vehicle, travel trailer, or similar vehicle can reside, park, or lease space in a recreational vehicle park or campground.

BACKGROUND

On November 29, 2011, the Engineering & Planning Department received a Zoning Ordinance text amendment application (Exhibit “A”) from Mike O’Brien on behalf of K.E. Jams Investments, Inc. to revise the definition of “Recreational Vehicle (RV) Park/Campground” by eliminating the maximum amount of time a recreational vehicle, travel trailer, or similar vehicle can reside, park, or lease space in a recreational vehicle park or campground. The applicant is requesting that a recreational vehicle, travel trailer, or similar vehicle be permitted to reside, park, or lease space in a recreational vehicle park or campground for an indefinite period of time and not be bound by a 90 day time limit currently required by the Section 45 (“Definitions”) of the Zoning Ordinance.

As a matter of information, the applicant will be requesting four additional text amendments from Chapter 46 (“Recreational Vehicles, Travel Trailers, Motor Homes, Dependent Trailers and Other Mobile Structures”) of the Tomball Code of Ordinances from City Council on January 16, 2012 (Exhibits “B” and “C”). These text amendments include:

- Removing the minimum recreational vehicle unit size (Section 46-64.A);
- Removing the requirement to have a fence or wall constructed on the two sides and rear of a recreational vehicle park (Section 46-64.H);
- Removing the requirement that recreational vehicle parking pads be constructed a minimum of 20 feet from an adjacent recreational vehicle unit boundary and replacing it with language allowing recreational vehicle parking pads to be a minimum of 20 feet apart (Section 46-64.J.1); and
- Removing the requirement that walkways be constructed between the recreational vehicle park streets to all community facilities provided for park residents and to all service buildings (Section 46-64.L).

Following a determination by City Council on the requested text amendments, the applicant will then be bringing a conditional use permit application to the Planning & Zoning Commission and

City Council requesting an expansion of Coral Recreational Vehicle Park at 1402 South Cherry Street.

PROPOSED AMENDMENTS

RECREATIONAL VEHICLE (RV) PARK/CAMPGROUND - An area or commercial campground for users of recreational vehicles, travel trailers, and similar vehicles to reside, park, rent or lease ~~on a temporary basis. For the purpose of this definition, "temporary" means a maximum 90 calendar day time period.~~ A parcel of land not less than three (3) acres nor greater than thirty-five (35) acres which is designed, improved, or intended to be used for short- or long-term occupancy by recreational vehicles (including travel trailers) in designated spaces. Facility must be developed in accordance with Article III, Section 46 of the Tomball Code of Ordinances as adopted and may include a residence for the owner/manager of the premises, utility hook-ups, accessory structures, playgrounds and open space areas, fenced yard areas for pets, and other similar amenities.

PUBLIC COMMENT

A public hearing notice was published in the Tomball Tribune on Monday, December 26, 2011 and, as of the writing of this staff report, no public comments were received regarding this request.

EXHIBITS

- A. Zoning Ordinance Text Amendment Application
- B. Text Amendment Request Letter #1
- C. Text Amendment Request Letter #2

Exhibit "A"
Zoning Ordinance Text Amendment Application



(90)
Revised 1/20/09

Zoning Text Amendment
Engineering & Planning Department



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: Mike O'Brien Title: President
Mailing Address: 11767 Quail Creek City: Houston State: TX
Zip: 77070
Phone: (713) 557-1821 Fax: (281) 205-1130 Email: MOB@HOUSTON RVPARK.COM

Property Owner

Name: K. E. JAMS INC. Title: _____
Mailing Address: 1402 South Cherry City: Tomball State: TX
Zip: 77375
Phone: (281) 351-2261 Fax: (281) 351-2264 Email: CORIALRUE@CORIALRVPARK.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):

EXISTING SECTION: SECTION 45 DEFINITIONS - 45.2 DEFINITIONS:
RECREATIONAL VEHICLE (RV) PARK/CAMPGROUND (Page 168)
of the ZONING ordinance # 2008-1

(See Attachments)

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

(See ATTACH Letter)

This will help keep the proposed expansion
for CORIAL RV PARK in compliance with zoning text

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

(See Attachment)

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

X Mike OBrien 10/23/11
Signature of Applicant Date

X Mike OBrien 10/23/11
Signature of Owner Date
Mike OBrien

Exhibit "B"
Text Amendment Request Letter #1

Zoning Text Amendment

Statement of Purpose/Affected by amendment/Justify the amendment

Date: Oct. 23, 2011

Corral RV Park expansion

1402 South Cherry

Tomball TX

Revision dated Dec. 12, 2011 (added #3;#4)

Location /existing section page 168: Sec. 45 DEFINITIONS: 45.2 definitions: Recreational vehicle (RV) park/Campground

Statement of Purpose

Statement of Purpose: Proposed revised request /reason why:

Line 1) RECREATIONAL VEHICLE (RV) PARK/CAMPGROUND - An area or commercial campground for users of recreational vehicles, travel trailers, and similar vehicles to reside, park, rent or lease on a temporary basis.....

To Change/Remove "on a temporary bases" (no replacement language)

Why: When you make a statement to rent or lease it refers / means it will be temporary.

Line 2) RECREATIONAL VEHICLE (RV) PARK/CAMPGROUND - An area or commercial campground for users of recreational vehicles, travel trailers, and similar vehicles to reside, park, rent or lease on a temporary basis. For the purpose of this definition, "temporary" means a maximum 90 calendar day time period.....

To Remove / line 2: For the purpose of this definition, "temporary" means a maximum 90 calendar days time period.
(No replacement language)

Why: to request to remove any reference to limiting the amount of time a RV can be parked in a RV Park.

Revision one Dated to letter on Dec. 12.2011

- 3) Re: to ordinance: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles: Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements parg. (h) Fence. A six foot high fence or wall, constructed of wood or masonry, shall be constructed on the two sides and rear of the recreational vehicle park, such fence or wall to be 95 percent impervious. A decorative enclose, not less than five feet in height shall be constructed along the front of the recreational vehicle park.

Request: to removeon the Two sides and rear

Why: Putting up the fence around the park will remove the deer who have made their home in the woods in the park. We have set up feeders for the animals in the area

- 4) Re: to ordinance: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles: Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements parg. (L)Walkways. Walkways not less than 36 inches wide and constructed of concrete or other masonry construction shall be provided between the park streets to all community facilities provided for park residents and to all service buildings

Request to remove this parag.

Why: One must think RV park not mobile home Park or subdivision Walkways are better in large lots not RV pads. The design would be infringing on your neighbors RV lot because walking way would go across where the RV lot/next to their are parked or where their picnic table would be at RE: a big Motor home would be next to the walkway possible disturbing their privacy.

Below are the items request to change from the letter sent to City of Tomball manager

- 1) Re: to ordinances: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles : Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements parg. 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/**Remove Unit Boundary and Boundary** from this line to: a designated area will be located on the portion of the concrete pad. 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. When the concrete pad is larger than the designated RV parking area then a location area on the concrete pad will be designated for the RV parking space only (9x40). These spaces shall not be located nearer than 20 feet from the next designated RV parking area.

Why: The interpretation of the ordinance now is you are unable to get to the RV parking area. above states that the RV pad must be 20 feet from the boundary. The RV concrete pad can't connect to the road because it has to be 20 feet from the boundary. Plus the RV Pad must be minimum 40 feet apart from the a jointing RV concrete pad..

- 2) Re: to ordinance: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles : Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements parg. (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 /add: "each unit shall include a designated area on the concrete pad when the pad is larger than the RV parking area RE: for the parking/and concrete area for picnic tables. Remove the line: No Unit shall be less than 2500 square feet in area. Why : because you have removed Boundary from paragraph one request there is no measurement required , the distance apart is the requirement now not sq. feet.

- 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.

Revision one Dated to letter on Dec. 12.2011

- 4) Re: to ordinance: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles: Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements parag. (h) Fence. A six foot high fence or wall, constructed of wood or masonry, shall be constructed on the two sides and rear of the recreational vehicle park, such fence or wall to be 95 percent impervious. A decorative enclosure, not less than five feet in height shall be constructed along the front of the recreational vehicle park.

Request: to removeon the Two sides and rear

Putting up the fence around the park will remove the deer who have made their home in the woods in the park. We have set up feeders for the animals in the area

- 5) Re: to ordinance: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles: Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements parag. (L)Walkways. Walkways not less than 36 inches wide and constructed of concrete or other masonry construction shall be provided between the park streets to all community facilities provided for park residents and to all service buildings

Request to remove this parag. One must think RV park not mobile home Park or subdivision. The design would be infringing on your neighbors RV lot because the walk way would go across where the cars are parked or where their picnic table would be at RE: a big Motor home would be next to the walkway possible disturbing their privacy.

General Description of Property Affected by Amendment

Changing of the zoning ordinance will help the Corral RV Park to stay in compliance with the newly purposed schedule expansion schedule for next spring time.

Statement of facts Which the Applicant Believes Justify the Amendment

- 1) A major group of older retired and semi retired groups of people (RE: older generation but young at heart "our moto") have moved /joined a group of permanent RVer's. There cost of RV's range from \$30,000 to over a million dollar RV's and these people need a place to stay for a unlimited amount of time to park their RV
- 2) Winter Texan's who come from the north stay from Sept. to June and sometimes leave their RV though the summer, these people need a unlimited amount of time to park their RV
- 3) With the city of Tomball expanding their medical facilities and the new VA medical clinic, these people need a unlimited amount of time to park their RV
- 4) With disasters from hurricanes and the most recent fires, City of Tomball is the location that the insurance adjusters stay and the families from the disaster stay these people need an unlimited amount of time to park their RV.
- 5) Apartments, mobile homes, rental homes, outdoor storage, and business do not require a limited time frame when they rent or lease a property.
- 6) People are moving to Texas from out of state and need temporary housing /RV Park

Exhibit "C"
Text Amendment Request Letter #2

To: City Of Tomball

Date: Sept. 16, 2011

Att: City Manager

Att: George Shackelford

From: Corral RV Park

1402 South Cherry

Tomball TX

Revision #1 Dated Dec. 12 ,2011: Revision #2 Dec. 19,2011

(Added #4 and #5 parag.)

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 families moving into the area plus handling 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 and don't forget about our retirees which are a large portion which are now called permanent RVers .

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 ordnances: 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/Remove Unit Boundary and Boundary from this line to: a designated area will be located on the portion of the concrete pad. 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. When the concrete pad is larger than the designated RV parking area then a location area on the concrete pad will be designated for the RV parking space only (9x40). These spaces shall not be located nearer than 20 feet from the next designated RV parking area.

Why: The interpretation of the ordinance could mean that you are unable to get to the RV to the parking area. Above states that the RV pad must be 20 feet from the boundary. The RV concrete pad can't connect to the road because it has to be 20 feet from the boundary (RE. Has to be 20

feet from the road and the boundary is the edge of the road so the concrete pad can't connect to the road) Plus the RV Pad must be minimum 40 feet apart from the a jointing RV concrete pad. A house only requires 10 feet.

- 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 /add: "each unit shall include a designated area on the concrete pad when the pad is larger than the RV parking area RE: for the parking/and concrete area for picnic tables. Remove the line: No Unit shall be less than 2500 square feet in area. Why : because you have removed Boundary (from paragraph one request) there is no Square feet measurement required , the distance apart is the requirement now not sq. feet. Or request to 1200 Sq. feet if needed. Note this is a temporary parking lot not a permeate structure.

- 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.

Revision one Dated to letter on Dec. 12.2011

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Request: to removeon the Two sides and rear

Putting up the fence around the park will remove the deer who have made their home in the woods in the park. We have set up feeders for the animals in the area

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Request to remove this parag. One must think RV park not mobile home Park or subdivision. The design would be infringing on your neighbors RV lot because the walk way would go across where the cars are parked or where their picnic table would be at RE: a big Motor home would be next to the walkway possible disturbing their privacy.

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

ORDINANCE NO. 2012-01

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY AMENDING SECTION 45.2 (“DEFINITIONS”) BY REVISING THE DEFINITION OF “RECREATIONAL VEHICLE (RV) PARK/CAMPGROUND” BY ELIMINATING THE MAXIMUM AMOUNT OF TIME A RECREATIONAL VEHICLE, TRAVEL TRAILER, OR SIMILAR VEHICLE CAN RESIDE, PARK, OR LEASE SPACE IN A RECREATIONAL VEHICLE PARK OR CAMPGROUND; 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, K.E. Jams Investments, Inc. has requested that the City amend its Zoning Ordinance by revising the definition of “Recreational Vehicle (RV) Park/Campground” to eliminate the maximum amount of time a recreational vehicle, travel trailer, or similar vehicle can reside, park, or lease space in a recreational vehicle park or campground; and

Whereas, the Planning and Zoning Commission and the City Council of the City of Tomball, Texas, have published notice and conducted hearings regarding the request to amend the definition of “Recreational Vehicle (RV) Park/Campground”; and

Whereas, the Planning and Zoning Commission failed to recommend approval that the City Council amend the definition of “Recreational Vehicle (RV) Park/Campground” by eliminating the maximum amount of time a recreational vehicle, travel trailer, or similar vehicle can reside, park, or lease space in a recreational vehicle park or campground; and

Whereas, the City Council has determined that eliminating the maximum amount of time a recreational vehicle, travel trailer, or similar vehicle can reside, park, or lease space in a recreational vehicle park or campground 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. The Comprehensive Zoning Ordinance of the City of Tomball, Texas, is hereby amended by amending Section 45.2 (“Definitions”) to read as follows:

RECREATIONAL VEHICLE (RV) PARK/CAMPGROUND - An area or commercial campground for users of recreational vehicles, travel trailers, and similar vehicles to reside, park, rent or lease. A parcel of land not less than three (3) acres nor greater than thirty-five (35) acres which is designed, improved, or intended to be used for short- or long-term occupancy by recreational vehicles (including travel trailers) in designated spaces. Facility must be developed in accordance with Article III, Section 46 of the Tomball Code of Ordinances as adopted and may include a residence for the owner/manager of the premises, utility hook-ups, accessory structures, playgrounds and open space areas, fenced yard areas for pets, and other similar amenities.

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 16TH DAY OF
JANUARY 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 6TH DAY OF
FEBRUARY 2012.

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

ATTEST:

Gretchen Fagan, Mayor

Doris Speer, City Secretary

Zoning Text Amendment

Statement of Purpose/Affected by amendment/Justify the amendment

Date: Oct. 23, 2011

Corral RV Park expansion

1402 South Cherry

Tomball TX

Revision dated Dec. 12, 2011 (added #3;#4)

Location /existing section page 168: **Sec. 45 DEFINITIONS: 45.2 definitions: Recreational vehicle (RV) park/Campground**

Statement of Purpose

Statement of Purpose: Proposed revised request /reason why:

Line 1) RECREATIONAL VEHICLE (RV) PARK/CAMPGROUND - An area or commercial campground for users of recreational vehicles, travel trailers, and similar vehicles to reside, park, rent or lease on a temporary basis.....

To Change/Remove "on a temporary bases" (no replacement language)

Why: When you make a statement to rent or lease it refers / means it will be temporary.

Line 2) RECREATIONAL VEHICLE (RV) PARK/CAMPGROUND - An area or commercial campground for users of recreational vehicles, travel trailers, and similar vehicles to reside, park, rent or lease on a temporary basis. For the purpose of this definition, "temporary" means a maximum 90 calendar day time period.....

To Remove / line 2: **For the purpose of this definition, " temporary " means a maximum 90 calendar days time period.**
(No replacement language)

Why: to request to remove any reference to limiting the amount of time a RV can be parked in a RV Park.

Revision one Dated to letter on Dec. 12.2011

- 3) Re: to ordinance: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles: Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements parg. (h) Fence. A six foot high fence or wall, constructed of wood or masonry, shall be constructed **on the two sides and rear** of the recreational vehicle park, such fence or wall to be 95 percent impervious. A decorative enclose, not less than five feet in height shall be constructed along the front of the recreational vehicle park.

Request: to removeon the Two sides and rear

Why: Putting up the fence around the park will remove the deer who have made their home in the woods in the park. We have set up feeders for the animals in the area

- 4) Re: to ordinance: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles: Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements paragraph. (L)Walkways. Walkways not less than 36 inches wide and constructed of concrete or other masonry construction shall be provided between the park streets to all community facilities provided for park residents and to all service buildings

Request to remove this paragraph.

Why: One must think RV park not mobile home Park or subdivision Walkways are better in large lots not RV pads. The design would be infringing on your neighbors RV lot because walking way would go across where the RV lot/next to their are parked or where their picnic table would be at RE: a big Motor home would be next to the walkway possible disturbing their privacy.

Below are the items request to change from the letter sent to City of Tomball manager

- 1) Re: to ordinances: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles : Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements paragraph. 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/**Remove Unit Boundary and Boundary** from this line to: a designated area will be located on the portion of the concrete pad. 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. When the concrete pad is larger than the designated RV parking area then a location area on the concrete pad will be designated for the RV parking space only (9x40). These spaces shall not be located nearer than 20 feet from the next designated RV parking area.

Why: The interpretation of the ordinance now is you are unable to get to the RV parking area. above states that the RV pad must be 20 feet from the boundary. The RV concrete pad can't connect to the road because it has to be 20 feet from the boundary. Plus the RV Pad must be minimum 40 feet apart from the a jointing RV concrete pad..

- 2) Re: to ordinance: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles : Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements paragraph. (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 /add: "each unit shall include a designated area on the concrete pad when the pad is larger than the RV parking area RE: for the parking/and concrete area for picnic tables. Remove the line: No Unit shall be less than 2500 square feet in area. Why : because you have removed Boundary from paragraph one request there is no measurement required , the distance apart is the requirement now not sq. feet.

- 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.

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Request to remove this parag. One must think RV park not mobile home Park or subdivision. The design would be infringing on your neighbors RV lot because the walk way would go across where the cars are parked or where their picnic table would be at RE: a big Motor home would be next to the walkway possible disturbing their privacy.

Revision #3 Jan. 9 2012:

- 6) **Sec. 46-22. - Nonconforming manufactured home parks and recreational vehicle parks.**

Manufactured home parks **and recreational vehicle parks** lawfully operating prior to the effective date of this article, but which do not conform with the regulations contained herein, may be continued. Provided however, no such park shall be extended or enlarged, and no such park shall be rebuilt or continued after abandonment or discontinuance for more than 90 days, except in full conformity with this article. Provided further, no such park shall be rebuilt in case of total destruction by fire or other causes except in conformity with the regulations contained in this article, and no such park which is partially destroyed by fire or other causes in excess of 50 percent of the value of the park's facilities shall restored, rebuilt, or repaired unless in conformity with this article.

(Ord. No. 2000-04, § 2, 6-17-00)

Request to remove “ **Recreational Vehicle Parks** ” from this section as Highlighted above

General Description of Property Affected by Amendment

Changing of the zoning ordinance will help the Corral RV Park to stay in compliance with the newly purposed schedule expansion schedule for next spring time.

Statement of facts Which the Applicant Believes Justify the Amendment

- 1) A major group of older retired and semi retired groups of people (RE: older generation but young at heart “our moto”) have moved /joined a group of permanent RVer’s. There cost of RV’s range from \$30,000 to over a million dollar RV’s and these people need a place to stay for a unlimited amount of time to park their RV
- 2) Winter Texan’s who come from the north stay from Sept. to June and sometimes leave their RV though the summer, these people need a unlimited amount of time to park their RV
- 3) With the city of Tomball expanding their medical facilities and the new VA medical clinic, these people need a unlimited amount of time to park their RV
- 4) With disasters from hurricanes and the most recent fires, City of Tomball is the location that the insurance adjusters stay and the families from the disaster stay these people need an unlimited amount of time to park their RV.
- 5) Apartments, mobile homes, rental homes, outdoor storage, and business do not require a limited time frame when they rent or lease a property.
- 6) People are moving to Texas from out of state and need temporary housing /RV Park

To: City Of Tomball

Date: Sept. 16, 2011

Att: City Manager

Att: George Shackelford

From: Corral RV Park

1402 South Cherry

Tomball TX

Revision #1 Dated Dec. 12 ,2011: Revision #2 Dec. 19,2011 Revision #3 jan 9,2012

(Added #4 and #5 parag.)

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 families moving into the area plus handling 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 and don't forget about our retirees which are a large portion which are now called permanent RVers .

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6) **Sec. 46-22. - Nonconforming manufactured home parks and recreational vehicle parks.**

Manufactured home parks **and recreational vehicle parks** lawfully operating prior to the effective date of this article, but which do not conform with the regulations contained herein, may be continued. Provided however, no such park shall be extended or enlarged, and no such park shall be rebuilt or continued after abandonment or discontinuance for more than 90 days, except in full conformity with this article. Provided further, no such park shall be rebuilt in case of total destruction by fire or other causes except in conformity with the regulations contained in this article, and no such park which is partially destroyed by fire or other causes in excess of 50 percent of the value of the park's facilities shall be restored, rebuilt, or repaired unless in conformity with this article.

(Ord. No. 2000-04, § 2, 6-17-00)

Request to remove “ **Recreational Vehicle Parks** ” from this section as Highlighted above

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Regards

Mike OBrien
President
KE JAMS Inv.
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E-mail: mob@houstonrvpark.com

Regular City Council

Agenda Item

Meeting Date: January 16, 2012

Data Sheet

Topic:

Adopt, on First Reading, Ordinance No. 2012-02, an Ordinance of the City Council of the City of Tomball, Texas, amending Section 46-22 (“Nonconforming Manufactured Home Parks and Recreational Vehicle Parks”) of Chapter 46 (“Manufactured Homes, Mobile Dwelling Structures, and Recreational Vehicles”) by Removing any Reference to Recreational Vehicle Parks; amending Section 46-64 (“Technical and Physical Requirements”) of Chapter 46 (“Manufactured Homes, Mobile Dwelling Structures, and Recreational Vehicles”) by Removing the Minimum Recreational Vehicle Unit Size, Removing the Requirement to have a Fence or Wall Constructed on the Two Sides and Rear of a Recreational Vehicle Park, Removing the Requirement that Recreational Vehicle Parking Pads be Constructed a Minimum of 20 Feet from an Adjacent Recreational Vehicle Unit Boundary and Replacing It with Language Allowing Recreational Vehicle Parking Pads to be a Minimum of 20 Feet Apart, and Removing the Requirement that Walkways be Constructed between the Recreational Vehicle Park Streets to all Community Facilities Provided for Park Residents and to all Service Buildings.

Background:

On September 16, 2011, the City of Tomball received a request from Mike O’Brien, on behalf of K.E. Jams Investments, Inc., to revise Chapter 46 (“Manufactured Homes, Mobile Dwelling Structures, and Recreational Vehicles”) of the Tomball Code of Ordinances. The proposed changes include:

- Removing any reference to recreational vehicle parks from Section 46-22 thereby allowing the extension or enlargement of a nonconforming recreational vehicle park;
- Removing the minimum recreational vehicle unit size (Section 46-64.A);
- Removing the requirement to have a fence or wall constructed on the two sides and rear of a recreational vehicle park (Section 46-64.H);
- Removing the requirement that recreational vehicle parking pads be constructed a minimum of 20 feet from an adjacent recreational vehicle unit boundary and replacing it with language allowing recreational vehicle parking pads to be a minimum of 20 feet apart (Section 46-64.J.1); and
- Removing the requirement that walkways be constructed between the recreational vehicle park streets to all community facilities provided for park residents and to all service buildings (Section 46-64.L).

Following a determination by City Council on the requested text amendments, the applicant will then bring a conditional use permit application to the Planning & Zoning Commission and City Council requesting an expansion of Coral Recreational Vehicle Park at 1402 South Cherry Street.

Origination:

Mike O’Brien, on behalf of K.E. Jams Investments, Inc.

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:

Draft Ordinance 2012-02

Proposed Changes to Chapter 46

P11-382 & Chapter 46 Text Amendment Request Letters

ORDINANCE NO. 2012-02

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AMENDING SECTION 46-22 (“NONCONFORMING MANUFACTURED HOME PARKS AND RECREATIONAL VEHICLE PARKS”) OF CHAPTER 46 (“MANUFACTURED HOMES, MOBILE DWELLING STRUCTURES, AND RECREATIONAL VEHICLES”) BY REMOVING ANY REFERENCE TO RECREATIONAL VEHICLE PARKS; AMENDING SECTION 46-64 (“TECHNICAL AND PHYSICAL REQUIREMENTS”) OF CHAPTER 46 (“MANUFACTURED HOMES, MOBILE DWELLING STRUCTURES, AND RECREATIONAL VEHICLES”) BY REMOVING THE MINIMUM RECREATIONAL VEHICLE UNIT SIZE, REMOVING THE REQUIREMENT TO HAVE A FENCE OR WALL CONSTRUCTED ON THE TWO SIDES AND REAR OF A RECREATIONAL VEHICLE PARK, REMOVING THE REQUIREMENT THAT RECREATIONAL VEHICLE PARKING PADS BE CONSTRUCTED A MINIMUM OF 20 FEET FROM AN ADJACENT RECREATIONAL VEHICLE UNIT BOUNDARY AND REPLACING IT WITH LANGUAGE ALLOWING RECREATIONAL VEHICLE PARKING PADS TO BE A MINIMUM OF 20 FEET APART, AND REMOVING THE REQUIREMENT THAT WALKWAYS BE CONSTRUCTED BETWEEN THE RECREATIONAL VEHICLE PARK STREETS TO ALL COMMUNITY FACILITIES PROVIDED FOR PARK RESIDENTS AND TO ALL SERVICE BUILDINGS; 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.

* * * * *

WHEREAS, the City Council has determined it appropriate to allow the extension or enlargement of nonconforming recreational vehicle parks;

WHEREAS, the City Council has determined it appropriate to remove the minimum recreational vehicle unit size;

WHEREAS, the City Council has determined it appropriate to remove the requirement to have a fence or wall constructed on the two sides and rear of a recreational vehicle park;

WHEREAS, the City Council has determined it appropriate to remove the requirement that recreational vehicle parking pads be constructed a minimum of 20 feet from an adjacent recreational vehicle unit boundary and replacing it with language allowing recreational vehicle parking pads to be a minimum of 20 feet apart; and

WHEREAS, the City Council has determined it appropriate to remove the requirement

that walkways be constructed between the recreational vehicle park streets to all community facilities provided for park residents and to all service buildings;

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 46-22 (“Nonconforming Manufactured Home Parks and Recreational Vehicle Parks”) of Chapter 46 (“Manufactured Homes, Mobile Dwelling Structures, and Recreational Vehicles”) of the Code of Ordinances of the City of Tomball, Texas is hereby deleted in its entirety and a new Section 46-22 (“Nonconforming Manufactured Home Parks”) is hereby added with the new Section 46-22 to read as follows:

Sec. 46-22 - Nonconforming Manufactured Home Parks

Manufactured home parks lawfully operating prior to the effective date of this article, but which do not conform with the regulations contained herein, may be continued. Provided however, no such park shall be extended or enlarged, and no such park shall be rebuilt or continued after abandonment or discontinuance for more than 90 days, except in full conformity with this article. Provided further, no such park shall be rebuilt in case of total destruction by fire or other causes except in conformity with the regulations contained in this article, and no such park which is partially destroyed by fire or other causes in excess of 50 percent of the value of the park's facilities shall be restored, rebuilt, or repaired unless in conformity with this article.

Section 3. Section 46-64 (“Technical and Physical Requirements”) of Chapter 46 (“Manufactured Homes, Mobile Dwelling Structures, and Recreational Vehicles”) of the Code of Ordinances of the City of Tomball, Texas is hereby deleted in its entirety and a new Section 46-64 (“Technical and Physical Requirements”) is hereby added with the new Section 46-64 to read as follows:

Sec. 46-64 - Technical and Physical Requirements

- a) Unit size. Each unit shall include a designated concrete recreational vehicle pad, which shall have a minimum size of nine (9) feet by 40 feet, or 360 square feet, for the placement of each recreational vehicle.
- b) Street specifications. Each recreational vehicle park shall have hard surface streets, properly drained in accordance with the existing requirements of the city. All streets shall be at least 20 feet in width throughout.
- c) Parking. Each unit shall be provided with a minimum of one (1) off-street parking Space. No on-street parking shall be permitted. Parking areas shall be constructed of the same material as the adjoining street unless the adjoining street does not contain a hard surface.

In such event the parking areas shall be constructed with materials so as to provide a hard surface.

- d) Pads. Each unit within a recreational vehicle park shall be provided with a concrete pad, a minimum of nine feet by 40 feet (360 square feet), to be constructed so that the pads will provide support and spaced as shown on the approved plat of the park. No recreational vehicle park within a recreational vehicle park shall be placed within such park except upon a pad.
- e) No shared utility hookups. Two recreational vehicles shall not be permitted to share a unit or to share utility hookups.
- f) Water lines and sewer connections. Each unit shall be provided with water lines and sanitary sewer connections, suitable for hookup to recreational vehicles, and subject to all applicable ordinances, rules and regulations of the city.
- g) Public inspection. Duly authorized representatives of the city shall be permitted access to the recreational vehicle park, the street, utility lines and connections, and structures thereon, when performing city business, as a condition to the issuance, renewal, or suspension of a permit.
- h) Fence. A decorative enclosure, not less than five feet in height, shall be constructed along the front of the recreational vehicle park.
- i) Utilities. All utilities, including but not limited to, electrical, telephone, television, and cable, shall be buried and shall conform to the ordinances of the city.
- j) Density and set-back requirements. Each recreational vehicle park shall comply with the following minimum density and set-back requirements:
 - 1) Distance to adjacent designated concrete recreational vehicle pad. No portion of a designated concrete recreational vehicle pad shall be located nearer than 20 feet from an adjacent designated concrete recreational vehicle pad. Additional concrete pad space for vehicle parking and or outdoor tables will not be considered as part of the designated concrete recreational vehicle pad. When the concrete pad is larger than the minimum nine (9) feet by 40 feet (or 360 square feet) required for the designated concrete recreational vehicle pad, a minimum nine (9) feet by 40 feet (or 360 square feet) area will be designated as the recreational vehicle pad.
 - 2) Maximum number of units per acre. The total number of units within a recreational vehicle park shall not exceed 15 per acre. Partial acreage shall be calculated proportionately.
 - 3) Other city set-back requirements. No recreational vehicle shall be located so as to violate any set-back requirement as may otherwise be established by ordinance or regulation with respect to the area in which the recreational vehicle park is located.

- k) Recreational area. There shall be provided additional open space not to be considered part of the minimum unit size for use as recreational area in ratio of 100 square feet per unit, located in a central location within the park boundaries. The recreational area shall be so located as to be free of traffic hazards and the ratio of length to width shall not exceed five to one. In the event playground space is provided, it shall be so designated and shall be protected from traffic, thoroughfares, and parking areas. Such space shall be maintained in a sanitary condition and free of safety hazards.
- l) Electrical service. Each unit within the recreational vehicle park shall be provided with electrical service connections of at least one 30-amp connection and one 50-amp connection. Each service pole for each unit shall have fixed a permanent number, which number shall coincide with the number designated to that particular recreational vehicle by the park owner or operator.
- m) Minimum size. No recreational vehicle park shall be permitted within the city unless the same shall be at least three acres in area.
- n) Soil and ground cover. Exposed ground surfaces in all parts of every recreational vehicle park shall be protected with a vegetative growth that is capable of preventing soil erosion and of eliminating dust or shall be paved or covered with stone screening or other solid material.
- o) Drainage. The ground surface in all parts of the recreational vehicle park shall be graded and equipped to drain all surface water in a safe, efficient manner, and in accordance with applicable ordinances of the city.

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 16TH DAY OF JANUARY 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 6TH DAY OF FEBRUARY 2012.

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

ATTEST:

Gretchen Fagan, Mayor

Doris Speer, City Secretary

Sec. 46-22. - Nonconforming manufactured home parks,

Deleted: and recreational vehicle parks

Manufactured home parks lawfully operating prior to the effective date of this article, but which do not conform with the regulations contained herein, may be continued. Provided however, no such park shall be extended or enlarged, and no such park shall be rebuilt or continued after abandonment or discontinuance for more than 90 days, except in full conformity with this article. Provided further, no such park shall be rebuilt in case of total destruction by fire or other causes except in conformity with the regulations contained in this article, and no such park which is partially destroyed by fire or other causes in excess of 50 percent of the value of the park's facilities shall be restored, rebuilt, or repaired unless in conformity with this article.

Deleted: and recreational vehicle parks

Sec. 46-64. - Technical and physical requirements.

- a) Unit size. Each unit shall include a designated concrete recreational vehicle pad, which shall have a minimum size of nine feet by 40 feet, or 360 square feet, for the placement of each recreational vehicle.
- b) Street specifications. Each recreational vehicle park shall have hard surface streets, properly drained in accordance with the existing requirements of the city. All streets shall be at least 20 feet in width throughout.
- c) Parking. Each unit shall be provided with a minimum of one (1) off-street parking Space. No on-street parking shall be permitted. Parking areas shall be constructed of the same material as the adjoining street unless the adjoining street does not contain a hard surface. In such event the parking areas shall be constructed with materials so as to provide a hard surface.
- d) Pads. Each unit within a recreational vehicle park shall be provided with a concrete pad, a minimum of nine feet by 40 feet (360 square feet), to be constructed so that the pads will provide support and spaced as shown on the approved plat of the park. No recreational vehicle park within a recreational vehicle park shall be placed within such park except upon a pad.
- e) No shared utility hookups. Two recreational vehicles shall not be permitted to share a unit or to share utility hookups.
- f) Water lines and sewer connections. Each unit shall be provided with water lines and sanitary sewer connections, suitable for hookup to recreational vehicles, and subject to all applicable ordinances, rules and regulations of the city.
- g) Public inspection. Duly authorized representatives of the city shall be permitted access to the recreational vehicle park, the street, utility lines and connections, and structures thereon, when performing city business, as a condition to the issuance, renewal, or suspension of a permit.

Deleted: No unit shall be less than 2500 square feet in area.

h) Fence. A decorative enclosure, not less than five feet in height, shall be constructed along the front of the recreational vehicle park.

Deleted: A six-foot high fence or wall, constructed of wood or masonry, shall be constructed on the two sides and rear of the recreational vehicle park, such fence or wall to be 95 percent impervious.

i) Utilities. All utilities, including but not limited to, electrical, telephone, television, and cable, shall be buried and shall conform to the ordinances of the city.

j) Density and set-back requirements. Each recreational vehicle park shall comply with the following minimum density and set-back requirements:

i) Distance to adjacent designated concrete recreational vehicle pad. No portion of a designated concrete recreational vehicle pad shall be located nearer than 20 feet from an adjacent designated concrete recreational vehicle pad. Additional concrete pad space for vehicle parking and or outdoor tables will not be considered as part of the designated concrete recreational vehicle pad. When the concrete pad is larger than the minimum nine feet by 40 feet (or 360 square feet) required for the designated concrete recreational vehicle pad, a minimum nine feet by 40 feet (or 360 square feet) area will be designated as the recreational vehicle pad.

Deleted: unit boundary

Deleted: pad

Deleted: unit boundary

Deleted: .

ii) Maximum number of units per acre. The total number of units within a recreational vehicle park shall not exceed 15 per acre. Partial acreage shall be calculated proportionately.

iii) Other city set-back requirements. No recreational vehicle shall be located so as to violate any set-back requirement as may otherwise be established by ordinance or regulation with respect to the area in which the recreational vehicle park is located.

k) Recreational area. There shall be provided additional open space not to be considered part of the minimum unit size for use as recreational area in ratio of 100 square feet per unit, located in a central location within the park boundaries. The recreational area shall be so located as to be free of traffic hazards and the ratio of length to width shall not exceed five to one. In the event playground space is provided, it shall be so designated and shall be protected from traffic, thoroughfares, and parking areas. Such space shall be maintained in a sanitary condition and free of safety hazards.

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¶ Walkways. Walkways not less than 36 inches wide and constructed of concrete or other masonry construction shall be provided between the park streets to all community facilities provided for park residents and to all service buildings.

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l) Electrical service. Each unit within the recreational vehicle park shall be provided with electrical service connections of at least one 30-amp connection and one 50-amp connection. Each service pole for each unit shall have fixed a permanent number, which number shall coincide with the number designated to that particular recreational vehicle by the park owner or operator.

m) Minimum size. No recreational vehicle park shall be permitted within the city unless the same shall be at least three acres in area.

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| n) Soil and ground cover. Exposed ground surfaces in all parts of every recreational vehicle park shall be protected with a vegetative growth that is capable of preventing soil erosion and of eliminating dust or shall be paved or covered with stone screening or other solid material.

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| o) Drainage. The ground surface in all parts of the recreational vehicle park shall be graded and equipped to drain all surface water in a safe, efficient manner, and in accordance with applicable ordinances of the city.

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Zoning Text Amendment

Statement of Purpose/Affected by amendment/Justify the amendment

Date: Oct. 23, 2011

Corral RV Park expansion

1402 South Cherry

Tomball TX

Revision dated Dec. 12, 2011 (added #3;#4)

Location /existing section page 168: **Sec. 45 DEFINITIONS: 45.2 definitions: Recreational vehicle (RV) park/Campground**

Statement of Purpose

Statement of Purpose: Proposed revised request /reason why:

Line 1) RECREATIONAL VEHICLE (RV) PARK/CAMPGROUND - An area or commercial campground for users of recreational vehicles, travel trailers, and similar vehicles to reside, park, rent or lease on a temporary basis.....

To Change/Remove "on a temporary bases" (no replacement language)

Why: When you make a statement to rent or lease it refers / means it will be temporary.

Line 2) RECREATIONAL VEHICLE (RV) PARK/CAMPGROUND - An area or commercial campground for users of recreational vehicles, travel trailers, and similar vehicles to reside, park, rent or lease on a temporary basis. For the purpose of this definition, "temporary" means a maximum 90 calendar day time period.....

To Remove / line 2: **For the purpose of this definition, "temporary" means a maximum 90 calendar days time period.**
(No replacement language)

Why: to request to remove any reference to limiting the amount of time a RV can be parked in a RV Park.

Revision one Dated to letter on Dec. 12.2011

- 3) Re: to ordinance: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles: Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements parg. (h) Fence. A six foot high fence or wall, constructed of wood or masonry, shall be constructed **on the two sides and rear** of the recreational vehicle park, such fence or wall to be 95 percent impervious. A decorative enclose, not less than five feet in height shall be constructed along the front of the recreational vehicle park.

Request: to removeon the Two sides and rear

Why: Putting up the fence around the park will remove the deer who have made their home in the woods in the park. We have set up feeders for the animals in the area

- 4) Re: to ordinance: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles: Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements paragraph. (L)Walkways. Walkways not less than 36 inches wide and constructed of concrete or other masonry construction shall be provided between the park streets to all community facilities provided for park residents and to all service buildings

Request to remove this paragraph.

Why: One must think RV park not mobile home Park or subdivision Walkways are better in large lots not RV pads. The design would be infringing on your neighbors RV lot because walking way would go across where the RV lot/next to their are parked or where their picnic table would be at RE: a big Motor home would be next to the walkway possible disturbing their privacy.

Below are the items request to change from the letter sent to City of Tomball manager

- 1) Re: to ordinances: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles : Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements paragraph. 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/**Remove Unit Boundary and Boundary** from this line to: a designated area will be located on the portion of the concrete pad. 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. When the concrete pad is larger than the designated RV parking area then a location area on the concrete pad will be designated for the RV parking space only (9x40). These spaces shall not be located nearer than 20 feet from the next designated RV parking area.

Why: The interpretation of the ordinance now is you are unable to get to the RV parking area. above states that the RV pad must be 20 feet from the boundary. The RV concrete pad can't connect to the road because it has to be 20 feet from the boundary. Plus the RV Pad must be minimum 40 feet apart from the a jointing RV concrete pad..

- 2) Re: to ordinance: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles : Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements paragraph. (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 /add: "each unit shall include a designated area on the concrete pad when the pad is larger than the RV parking area RE: for the parking/and concrete area for picnic tables. Remove the line: No Unit shall be less than 2500 square feet in area. Why : because you have removed Boundary from paragraph one request there is no measurement required , the distance apart is the requirement now not sq. feet.

- 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.

- 4) Re: to ordinance: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles: Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements parag. (h) Fence. A six foot high fence or wall, constructed of wood or masonry, shall be constructed on the two sides and rear of the recreational vehicle park, such fence or wall to be 95 percent impervious. A decorative enclose, not less than five feet in height shall be constructed along the front of the recreational vehicle park.

Request: to removeon the Two sides and rear

Putting up the fence around the park will remove the deer who have made their home in the woods in the park. We have set up feeders for the animals in the area

- 5) Re: to ordinance: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles: Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements parag. (L)Walkways. Walkways not less than 36 inches wide and constructed of concrete or other masonry construction shall be provided between the park streets to all community facilities provided for park residents and to all service buildings
Request to remove this parag. One must think RV park not mobile home Park or subdivision. The design would be infringing on your neighbors RV lot because the walk way would go across where the cars are parked or where their picnic table would be at RE: a big Motor home would be next to the walkway possible disturbing their privacy.

Revision #3 Jan. 9 2012:

- 6) **Sec. 46-22. - Nonconforming manufactured home parks and recreational vehicle parks.**

Manufactured home parks **and recreational vehicle parks** lawfully operating prior to the effective date of this article, but which do not conform with the regulations contained herein, may be continued. Provided however, no such park shall be extended or enlarged, and no such park shall be rebuilt or continued after abandonment or discontinuance for more than 90 days, except in full conformity with this article. Provided further, no such park shall be rebuilt in case of total destruction by fire or other causes except in conformity with the regulations contained in this article, and no such park which is partially destroyed by fire or other causes in excess of 50 percent of the value of the park's facilities shall restored, rebuilt, or repaired unless in conformity with this article.

(Ord. No. 2000-04, § 2, 6-17-00)

Request to remove “ **Recreational Vehicle Parks** ” from this section as Highlighted above

General Description of Property Affected by Amendment

Changing of the zoning ordinance will help the Corral RV Park to stay in compliance with the newly purposed schedule expansion schedule for next spring time.

Statement of facts Which the Applicant Believes Justify the Amendment

- 1) A major group of older retired and semi retired groups of people (RE: older generation but young at heart “our moto”) have moved /joined a group of permanent RVer’s. There cost of RV’s range from \$30,000 to over a million dollar RV’s and these people need a place to stay for a unlimited amount of time to park their RV
- 2) Winter Texan’s who come from the north stay from Sept. to June and sometimes leave their RV though the summer, these people need a unlimited amount of time to park their RV
- 3) With the city of Tomball expanding their medical facilities and the new VA medical clinic, these people need a unlimited amount of time to park their RV
- 4) With disasters from hurricanes and the most recent fires, City of Tomball is the location that the insurance adjusters stay and the families from the disaster stay these people need an unlimited amount of time to park their RV.
- 5) Apartments, mobile homes, rental homes, outdoor storage, and business do not require a limited time frame when they rent or lease a property.
- 6) People are moving to Texas from out of state and need temporary housing /RV Park

To: City Of Tomball

Date: Sept. 16, 2011

Att: City Manager

Att: George Shackelford

From: Corral RV Park

1402 South Cherry

Tomball TX

Revision #1 Dated Dec. 12 ,2011: Revision #2 Dec. 19,2011 Revision #3 jan 9,2012

(Added #4 and #5 parag.)

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 families moving into the area plus handling 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 and don't forget about our retirees which are a large portion which are now called permanent RVers .

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 ordnances: 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/**Remove Unit Boundary and Boundary** from this line to: a designated area will be located on the portion of the concrete pad. 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. When the concrete pad is larger than the designated RV parking area then a location area on the concrete pad will be designated for the RV parking space only (9x40). These spaces shall not be located nearer than 20 feet from the next designated RV parking area.

Why: The interpretation of the ordinance could mean that you are unable to get to the RV to the parking area. Above states that the RV pad must be 20 feet from the boundary. The RV concrete pad can't connect to the road because it has to be 20 feet from the boundary (RE. Has to be 20

feet from the road and the boundary is the edge of the road so the concrete pad can't connect to the road) Plus the RV Pad must be minimum 40 feet apart from the a jointing RV concrete pad. A house only requires 10 feet.

- 2) Re: to ordnance: chapter 46 Manufacture Homes mobile dwellings, Rec. Vehicles : Rec. vic. Parks and expansions Sec.46-64 Technical and physical requirements parg. (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 /add: "each unit shall include a designated area on the concrete pad when the pad is larger than the RV parking area RE: for the parking/and concrete area for picnic tables. **Remove the line: No Unit shall be less than 2500 square feet in area.** Why : because you have removed Boundary (from paragraph one request) there is no Square feet measurement required , the distance apart is the requirement now not sq. feet. Or request to 1200 Sq. feet if needed. Note this is a temporary parking lot not a permeate structure.

- 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.

Revision one Dated to letter on Dec. 12.2011

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(Ord. No. 2000-04, § 2, 6-17-00)

Request to remove “ **Recreational Vehicle Parks** ” from this section as Highlighted above

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: January 16, 2012

Topic:

Approve the Following Plats:

- **KLEIN ISD BERNSHAUSEN ELEMENTARY SCHOOL SEC 3**: Being a Replat of Lots 469, 470, 471, 472, 473, 474, 475, and 476; Five Acre Tracts Tomball Townsite, Vol. 2, Pg. 65 H.C.M.R. A Subdivision of 40.2077 Acres out of the J. Pruitt Survey, Abstract No. 629, Harris County, Texas.
- **FINAL PLAT OF FNR LLC**: Partial Replat of all of Outlot 183 and part of Outlots 179, 180 and 184 of Tomball Townsite; Containing 11.0886 Acres; located in the J. Pruitt Survey, A-629. (*Plat previously named Drachman Interests*)

Background:

The Planning and Zoning Commission approved **KLEIN ISD BERNSHAUSEN ELEMENTARY SCHOOL SEC 3** with contingencies on Monday, September 12, 2011.

The Planning and Zoning Commission approved **FINAL PLAT OF FNR LLC** with contingencies on Monday, December 12, 2011. The plat was previously named Final Plat of Drachman Interests and has since been renamed to Final Plat of FNR LLC.

All comments have been addressed and the plats are being forwarded to City Council for approval consideration.

Origination:

Recommendation:

Funding:

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

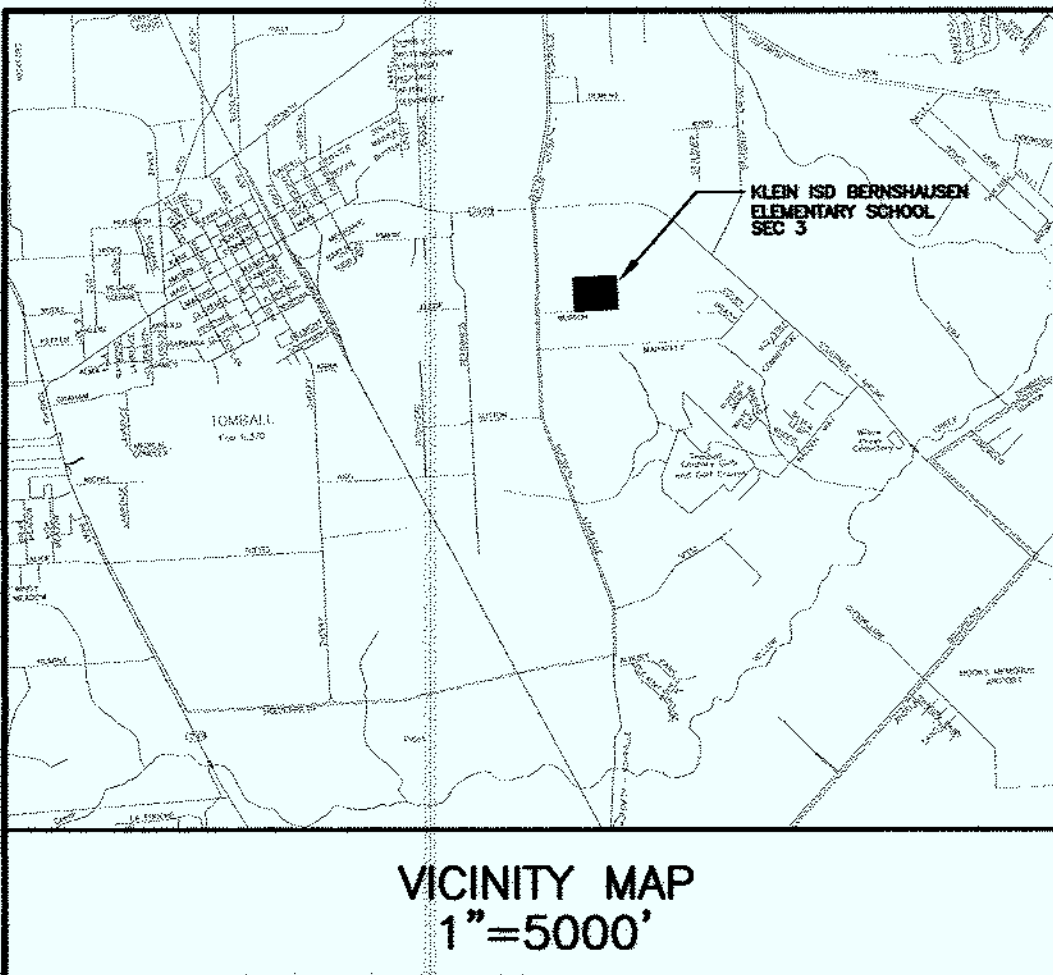
Engineering and Planning

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

ATTACHMENTS:

Klein ISD Bernshausen Elementary School Sec. 3

Final Plat of FNR LLC



LINE	BEARING	DISTANCE
L1	N 02°27'29" W	15.00'
L2	S 87°32'31" W	9.31'

0 100 200 300 400
SCALE IN FEET

City of Tomball Minimum Notes:

Public Easements:

Public easements denoted on this plot are hereby dedicated to the public forever. Any public utility, including the City of Tomball, shall have the right at all times, of ingress and egress to and from and upon said easements for the purposes of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective system without the necessity of any time of procuring the permission of the property owner. Any public utility, including the City of Tomball, shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements that in any way endanger or interfere with the construction, maintenance, or efficiency of its respective system on any of the easements shown on this plot. Neither the City of Tomball nor any other public utility shall be responsible for any damages to property within an easement arising out of removal or relocation of any obstruction in the public easement.

Flood Information:

According to FEMA Firm Panel No. 48201C0230 L (Effective Date June 16, 2007), this property is in zone "X" and is not in the 0.2% Annual Chance Flood Plain.

Note #1:

All oil/gas pipelines or pipeline easements with ownership through the subdivision have been shown.

Note #2:

All oil/gas wells with ownership (plugged, abandoned, and/or active) through the subdivision have been shown.

Note #3:

No building or structure shall be constructed across any pipelines, buildings lines, and/or easements. Building setback lines will be required adjacent to oil/gas pipelines. The setback minimum should be 15 feet off centerline of low pressure gas lines, and 30 feet off centerline of high pressure gas lines.

Note #4:

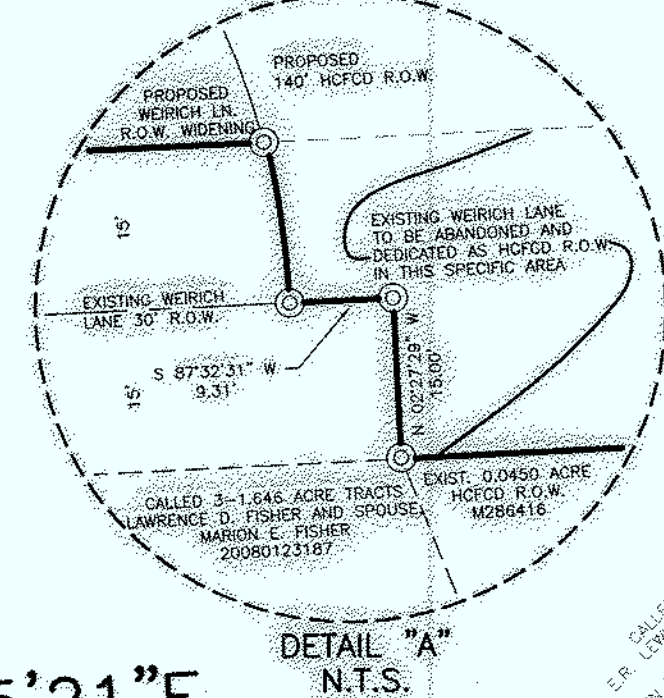
This plot does not attempt to amend or remove any valid covenants or restrictions.

Note #5:

The building lines shown on this plot shall be in addition to, and shall not limit or replace, any building lines required by the City of Tomball Code of Ordinances at the time of the development of the property.

GENERAL NOTES:

- THE BEARINGS SHOWN HEREON ARE REFERENCED TO THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE, AND BASED UPON A MONUMENTED LINE FOR THE SOUTH LINE OF THE SUBJECT TRACT, BEING "SOUTH 87°32'31" WEST".
- THE COORDINATES SHOWN HEREON ARE TEXAS SOUTH CENTRAL ZONE NO. 4204 STATE PLANE GRID COORDINATES (NAD 83) AND MAY BE BROUGHT TO SURFACE BY APPLYING THE FOLLOWING COMBINED SCALE FACTOR OF 0.99994792741.
- ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES.
- © INDICATES A SET 3/4-INCH IRON ROD WITH CAP STAMPED "AMERICAN-LUPHER 4752" UNLESS OTHERWISE SHOWN.
- THIS PLAT REQUIRES COMPLIANCE WITH LANDSCAPING REQUIREMENTS PRIOR TO OCCUPANCY OF STRUCTURES AS MANDATED IN "REGULATIONS OF HARRIS COUNTY, TEXAS FOR THE APPROVAL AND ACCEPTANCE OF INFRASTRUCTURE."
- ADDITIONAL RIGHT OF WAY DEDICATED FOR THE WIDENING OF WEIRICH LANE IS BASED UPON ULTIMATE WIDTH OF 80 FEET, INCLUSIVE OF A 10 FOOT DRAINAGE ALLOWANCE FOR ROADSIDE DITCH.



REASON FOR REPLAT:
TO ABANDON A PORTION OF WEIRICH LANE
AND TO CREATE ONE RESTRICTED RESERVE

BLOCK 1
RESTRICTED RESERVE "A"
RESTRICTED TO
SCHOOL AND RELATED
PURPOSES
32.7088 ACRES
(1,424,795.74 SQ. FT.)

THIS 6.7344 ACRES (293,352 SQ. FT.)
IS HEREBY DEDICATED TO THE
PUBLIC FOR DRAINAGE PURPOSES

THIS PORTION OF WEIRICH LANE
BEING 0.5525 ACRES (24,066 SQ. FT.)
APPROXIMATELY 806' X 30' IS
HEREBY ABANDONED.
SEE REASON FOR REPLAT NOTE ABOVE

THIS 0.7645 ACRES (33,300 SQ. FT.)
IS HEREBY DEDICATED TO THE
PUBLIC FOR ROW PURPOSES

THE STATE OF TEXAS §
COUNTY OF HARRIS §
We, Klein Independent School District, acting by and through Georgann Reitemier, President, and Ronnie K Anderson, Secretary, hereby certify that the plat of this subdivision complies with all the existing rules and regulations of this office as adopted by the Harris County Commissioners' Court and, that it complies or will comply with all applicable provisions of the Harris County Road Law as amended and all other Court adopted drainage requirements.

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

FURTHER, owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide private driveways under private drainage openings of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters square feet (18-inch diameter) with culverts or bridges to be provided for all private driveways or walkways crossing such drainage facilities.

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

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

FURTHER, owners do hereby covenant that they have complied with or will comply with existing Harris County Road Law, Section 31-C as amended by Chapter 614, Acts of 1973, 63rd Legislature and all other regulations hereof on file with the Harris County Engineer and adopted by the Commissioners' Court of Harris County.

IN TESTIMONY WHEREOF, the Klein Independent School District has caused these presents to be signed by Georgann Reitemier, its President, thereunto authorized, attested by its Secretary, Ronnie K. Anderson, and its common seal hereunto affixed this 12 day of September, 2011.

Klein Independent School District
ATTEST: *Georgann Reitemier* President
Ronnie K. Anderson Secretary

THE STATE OF TEXAS §
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared Georgann Reitemier, President, and Ronnie K. Anderson, Secretary, known to me to be the persons whose names are subscribed to the foregoing instrument and acknowledged to me that they executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation, GIVEN UNDER MY HAND AND SEAL OF OFFICE this 12 day of September, 2011.

Beverly McGlasson
Beverly McGlasson
Notary Public in and for the State of Texas
My Commission Expires: 09/24/2012

I, T. Trig Luper, am registered under the laws of the State of Texas in the profession of surveying and hereby certify that the above subdivision is true and correct, was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature, and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than three-quarter inch (3/4") and a length of not less than three feet (3'); that the plat boundary corners have been tied to the nearest survey corner.

T. Trig Luper
Texas Registration No. 4752

This is to certify that the Planning and Zoning Commission of the City of Tomball, Texas, has approved this plat and subdivision of Klein ISD Bernshausen Elementary School Sec 3 in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorized the recording of this plat this day of 2012.

By: *Lori Wallace* Chairman
By: *Evelyn Chervenak* Vice Chairman

This is to certify that the City Council for the City of Tomball, Texas has approved this plat and subdivision of Klein ISD Bernshausen Elementary School Sec 3 in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorized the recording of this plat this day of 2012.

By: *Gretchen Fagan*, Mayor
By: *Doris Speer*, City Secretary

We, the City Manager and the City Engineer for the City of Tomball, do hereby certify that this plat of Klein ISD Bernshausen Elementary School Sec 3 is in conformance with the City of Tomball ordinances.

By: *George Shackelford*, City Manager
By: *Lori Lakatos, P.E., C.F.M.* Acting City Engineer

KLEIN ISD BERNSHAUSEN ELEMENTARY SCHOOL SEC 3

BEING A REPLAT OF LOTS 469, 470, 471, 472
473, 474, 475 AND 476
FIVE ACRE TRACTS TOMBALL TOWNSITE
VOL. 2, PG. 65 H.C.M.R.
A SUBDIVISION OF 40.2077 ACRES
OUT OF THE
J. PRUITT SURVEY, ABSTRACT NO. 629
HARRIS COUNTY, TEXAS

1 BLOCK 1 RESERVE
SCALE: 1" = 100' DATE: SEPTEMBER 2011
OWNER: KLEIN INDEPENDENT SCHOOL DISTRICT
DR. JIM CAIN, SUPERINTENDENT
7200 SPRING CYPRESS ROAD, KLEIN, TEXAS 77379, 832-249-4170

AMERICAN
LUPHER
LAND SURVEYORS, INC.

8003 WILLOW PLACE SUITE 100, SUITE 640 HOUSTON, TEXAS 77070
OFFICE: (281)617-0909 FAX: (281)617-0700

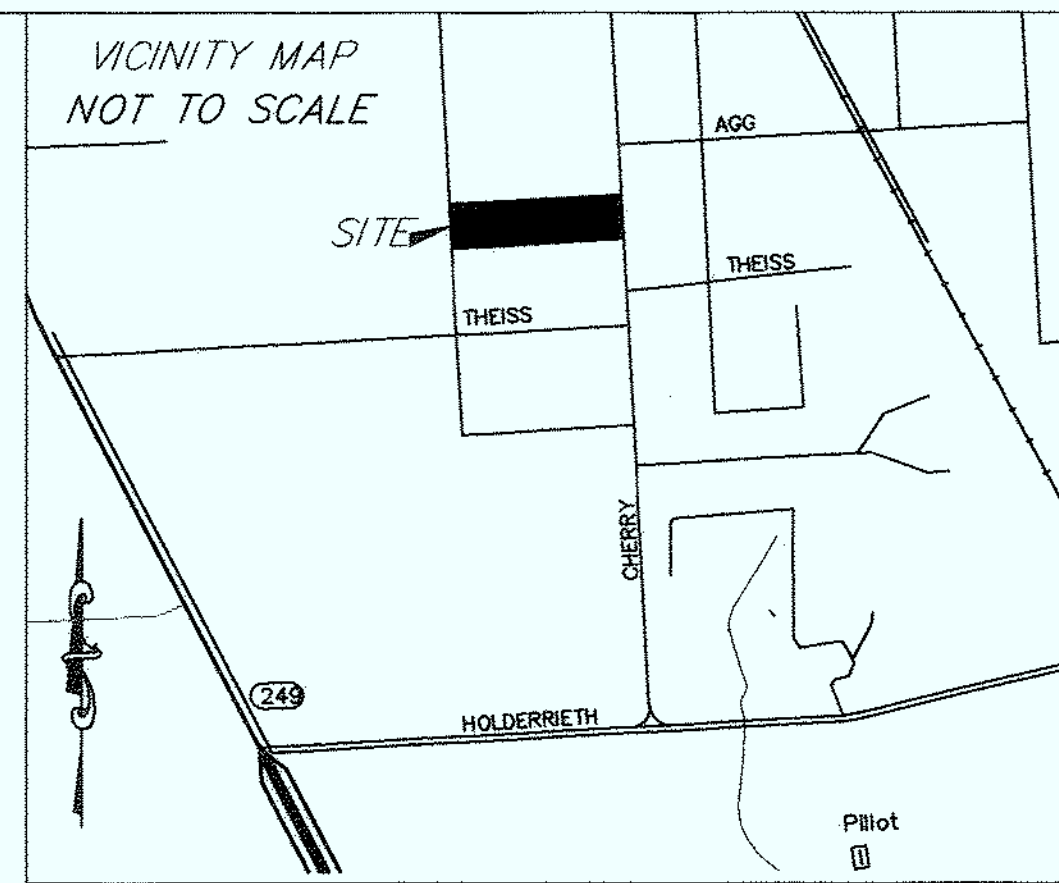
GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

LOT 1
DEVASCO INTERNATIONAL
11.447 ACRES
FILM CODE 615009 MR HCT

VICINITY MAP
NOT TO SCALE



LEGEND:

COUNTY CLERK'S FILE NUMBER
MAP RECORDS, HARRIS COUNTY, TEXAS
OFFICIAL PUBLIC RECORDS REAL PROPERTY
HARRIS COUNTY TEXAS
SQUARE FEET
DEED RECORDS, HARRIS COUNTY, TEXAS

CCF
MR HCT
OPRRP HCT
SQ.FT.
DR HCT

M21-00-0 WEST LATERAL
(150' DRAINAGE CANAL)
(CCF 6973400)

STATE OF TEXAS
COUNTY OF HARRIS

We, FNR, LLC, acting by and through Frederick Wade Houghton, Partner being officer of FNR, LLC, Owner of the 11.09 acre tract described in the above and foregoing plat of FNR, LLC, do hereby make and establish said subdivision and development plat of said property according to all laws, dedications, restrictions and notations on said maps or plat and hereby dedicate to the use of the public forever, all streets (except those streets designated as private streets, or permanent access easements), alleys, parks, water courses, drains, easements and public places shown thereon for the purpose and considerations therein expressed; and do hereby bind ourselves, our heirs, successors and assigns to warrant and forever defend the title on the land so dedicated.

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

FURTHER, owners do hereby covenant and agree that all of the property within the boundaries of this plat shall be restricted to provide that drainage structures under private driveways shall have a net drainage opening area of sufficient size to permit the free flow of water without backwater and in no instance have a drainage opening of less than one and three quarters square feet (18-inch diameter) with culverts or bridges to be provided for all private driveways or walkways crossing such drainage facilities.

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

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

IN TESTIMONY WHEREOF, FNR, LLC, has caused these presents to be signed by Frederick Wade Houghton, Partner and its common seal hereunto affixed this 13 day of December, 2011.

By: Frederick Wade Houghton
Frederick Wade Houghton, Partner
FNR, LLC.

Attest: Wendy Evans
Wendy Evans, Senior Property Manager
FNR, LLC.

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of December, 2011

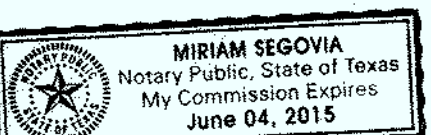
Miriam Segovia
Notary Public in and for the State of Texas
Print name: Miriam Segovia
My Commission expires: 6-4-15



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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 13 day of December, 2011

Miriam Segovia
Notary Public in and for the State of Texas
Print name: Miriam Segovia
My Commission expires: 6-4-15



We Stratford Realty Capital, LP, owner and holder of a liens against the property described in the plat known as FNR, LLC, said lien being evidenced by instrument of record of 20070450277, 20080463317, 2008057485 and 20090529871 of the Mortgage Records of Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said plat and I hereby confirm that I am the present owner of said lien and have not assigned the same nor any part thereof.

By: Peter Field
PETER FIELD
Stratford Realty Capital, LP.

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

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16 day of December, 2011

Leslie Reid Hudson
Notary Public in and for the State of Texas
Print name: Leslie Reid Hudson
My Commission expires: 12-19-2014



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

By: George Shackelford
George Shackelford, City Manager

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

This is to certify that the City accepts the Planning & Zoning Commission's authorized approval and acceptance of all dedicated public easements in conformance with the laws of the State of Texas the ordinance of the City of Tomball as shown hereon and authorized the recording of this plat this day of 2011

By: Gretchen Fagan
Gretchen Fagan, Mayor

By: Doris Speer
Doris Speer, City Secretary

This is to certify that the Planning & Zoning Commission of the City of Tomball, Texas, has approved this plat and subdivision of FNR, LLC in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorized the recording of this plat this day of 2011.

By: Lori Wallace, Chairman
By: Evelyn Chervenak, Vice Chairman

I, David Strauss, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that lot corners have been marked with iron rods having an outside diameter of not less than five-eighths inch (5/8"); that all boundary corners, angle points, points of curvature, and other points of reference have been marked with iron (or other suitable permanent metal) pipes or rods having an outside diameter of not less than three-quarter inch (3/4") and a length of not less than three feet (3'); and that the plat boundary corners have been tied to the nearest survey corner.

David Strauss
David Strauss, Registered Professional Land Surveyor
Texas Registration No. 4833



I, Stan Stanart, County Clerk of Harris County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on day of 2011, at o'clock, and duly recorded on day of 2011, at o'clock, and in Film Code Number of the Map Records of Harris County for said county.

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

Stan Stanart
Clerk of the County Court
Harris County, Texas

By: Deputy

GENERAL NOTES:

- All corners are shown as noted.
- All oil/gas pipelines or pipeline easements with ownership through the subdivision have been shown.
- All oil/gas wells with ownership (plugged, abandoned, and/or active) through the subdivision have been shown.
- No building or structure shall be constructed across any pipelines, building lines, and/or easements. Building setback lines will be required adjacent to oil/gas pipelines. The setbacks at a minimum should be 15 feet off centerline of low pressure gas line, and 30 feet off centerline of high pressure gas lines.
- This plat does not attempt to amend or remove any valid covenants or restrictions.
- The building lines shown on this plat shall be in addition to, and shall not limit or replace, any building lines required by the City of Tomball Code of Ordinances at the time of the development of the property.
- According to FEMA Firm Panel No. 48201C0230L, effective date of June 18, 2007, this property is in Zone "X" and is not in the 0.2% Annual Chance Flood Plain.
- Public easement denoted on this plat are hereby dedicated to the public forever. Any public utility, including City of Tomball, shall have the right at all times, of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity of any time of procuring the permission of the property owner. Any public utility, including the City of Tomball, shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements that in any way endanger or interfere with the construction, maintenance or efficiency of its respective systems on any of the easements shown on this plat. Neither the City of Tomball nor any other public utility shall be responsible for any damages to the property within an easement arising out of the removal or relocation of any obstruction in the public easement.

FINAL PLAT OF
FNR, LLC

PARTIAL REPLAT OF
ALL OF OUTLOT 183 AND PART OF
OUTLOTS 179, 180 AND 184
OF TOMBALL TOWNSITE

CONTAINING
11.088 ACRES (4863,021 SQ.FT.)
1 BLOCK 1 LOT

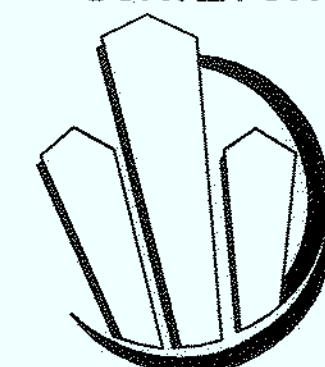
LOCATED IN THE
J. PRUITT SURVEY, A-629

DECEMBER 2011

REASON FOR REPLAT: TO COMBINE LOTS
INTO ONE LARGE RESERVE

OWNER/DEVELOPER:
FNR, LLC.
FREDERICK WADE HAUGHTON, PARTNER
7020 PORTWEST DRIVE, SUITE 100
HOUSTON, TX 77024
TELEPHONE NO. 713-688-6300

SURVEYOR:



TOWN & COUNTRY SURVEYORS, LLC
28307 NORTH FREEWAY, SUITE 100
THE WOODLANDS, TX 77380
(281) 465-8730
FAX (281) 465-8731

Regular City Council

Agenda Item

Meeting Date: January 16, 2012

Data Sheet

Topic:

Approve Amendments to Administrative Policy No. 23, entitled “***PARK RESERVATION POLICY*** (*Railroad Depot Gazebo, Railroad Depot Plaza, Juergens Park, Jerry Matheson Park, Theis Attaway Nature Park*)”

Background:

Administrative Policy Number 23 was last amended in August of 2009. The purpose of the 2009 amendments was to add newly developed facilities, such as the Depot Gazebo and Plaza, consolidate all park facilities onto one form, and to establish rental and deposit fees for exclusive use of each facility.

The purpose of the amendments being proposed under this agenda item is to add a provision for requiring proof of nonprofit status for special events that are intended to raise money, such as fund-raisers, and adjust rental and deposit fees to provide consistency in the rates being charged.

While the vast majority of City park reservations are made for family, church, school, youth organizations, and company employee gatherings, since the 2009 amendments staff has received a number of inquiries regarding the availability of reserving City park facilities for fund-raising events. Staff reviewed the requests and made accommodations in accordance with existing laws and current policy regarding use of public parks. The proposed amendments will establish and make applicants aware of specific requirements regarding fund-raising events.

In addition, the proposed amendments will provide fair and consistent rental and deposit fees for the exclusive use of the City’s park facilities.

Specifically, under the new provisions, applicants intending to use a City park facility for a fund-raising event, in addition to complying with all local, State, and Federal regulations pertaining to their event, must provide proof of 501(c)(3) non-profit tax exemption and/or Medical Trust Fund Documents from a bank, cannot charge admission to their event, and all reservations will be subject to staff approval.

Typically, staff will review each application and approve the reservation based on availability of the requested facility, as long as all requirements are met. Applicants may be required to meet with the Special Events Team for large events, and all applicants requesting City support require approval by City Council.

Copies of the current Administrative Policy #23, and the currently proposed draft amendments, with amendments shown in red, are attached for your review.

Origination:

Public Works

Recommendation:

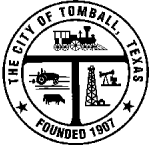
Staff recommends approval of proposed amendments to Administrative Policy #23.

Funding:

Party(ies) responsible for placing this item on agenda:
Director of Public Works

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

ATTACHMENTS:
EXISTING Park Reservation Application
DRAFT Amendments to Admin Policy 23 - Park Reservations



City of Tomball- Public Works Department

Park & Facility Reservation Application

501 James Street

(281)-290-1400

Fax # (281) 351-4735

Office Hours 8:00am-5:00pm-Park Hours 8:00am-10:00pm

Applications accepted for following Parks: Railroad Depot Gazebo, Railroad Depot Plaza, Juergens Park, Jerry Matheson Park, & Theis Attaway Nature Park.

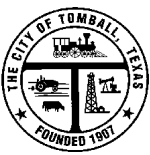
Priority use of park to be granted by reservation only. Reservation may be made by contacting Public Works.

Park Rules and Regulations

1. Rental fee is non-refundable, security/cleaning deposit refundable; if the entire area is left in the same condition it was found.
2. Renters will be responsible for following the city's noise ordinance.
3. Parking must be in designated areas only. Parking on the grass is prohibited.
4. No posters, banners, signs or other devices will be allowed to be displayed or posted on park fixtures using tacks, nails, staples, tape or other fasteners.
5. Items are prohibited from being driven or staked into the ground.
6. The possession and/or consumption of alcoholic beverages are prohibited in the park area.
7. All litter and debris from event must be removed from rented area, landscaping, and surrounding area. If trash will not fit into the trash barrels at the park, it must be removed.
8. The park grounds are public areas. The city will not restrict others from entering the park; as long as they are not in the reserved rented area and not interfering with renter's event.
9. No glass containers.
10. All pets must be on a leash at all times and all pet waste must be properly disposed.
11. The use of moonwalk requires insurance (from the moonwalk company) and proof of coverage must be presented at the time the equipment is set up in the park.
12. No piñatas or water recreational activities allowed in parks.
13. No loud or abusive language.
14. No display or use of firearms of any kind.
15. No open fires are allowed, except in barbecue pits. If you bring a barbecue pit, it must be propane.
16. No camping or overnight events.

INDEMNIFICATION

INDEMNIFICATION. LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy or use of the LICENSED PREMISES. LICENSEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.



City of Tomball- Public Works Department
Park & Facility Reservation Application

☐*Residency verification : _____ (city staff) ☐Facility Inspection Verification : _____ (city staff)

Railroad Depot Plaza & Gazebo @ 201 S. Elm

- No restrooms provided; must have city permission at time of request to provide portable toilet at renter's expense.
- Renters must provide their own tables, chairs, etc.

☐*RESIDENT ☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$100.00(8am-10pm) DEPOSIT \$200.00

☐NON-RESIDENT ☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$125.00(8am-10pm) DEPOSIT \$200.00

Juergens Park@ 1331 Ulrich

- Keys to the interior of the park are available, but are to be used for temporary access to set up or clean up. No vehicles should remain on the park site interior.

☐*RESIDENT ☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$100.00(8am-10pm) DEPOSIT \$200.00

☐NON-RESIDENT ☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$125.00(8am-10pm) DEPOSIT \$200.00

Jerry Matheson Park @ 1240 Ulrich

☐*RESIDENT ☐1/2 DAY \$75.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$100.00(8am-10pm) DEPOSIT \$75.00

☐NON-RESIDENT ☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$150.00(8am-10pm) DEPOSIT \$75.00

Theis Attaway Nature Park @ 13509 Theis Lane

- Catch and release grass carps.

☐*RESIDENT ☐1/2 DAY \$75.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$100.00(8am-10pm) DEPOSIT \$75.00

☐NON-RESIDENT ☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$150.00(8am-10pm) DEPOSIT \$75.00

***Resident: Must present recent Tomball City Water Bill or have a current account with The City Utility department.**

Renters Information:

Date Needed: _____ Time: _____ Number of People Expected: _____

Organization: _____ Type of Event: _____

Contact Person: _____ Email: _____

Business Phone: _____ Home Phone: _____ Fax: _____

Home
Address: _____ City: _____ St. _____ Zip: _____

Refund
Address: _____ City: _____ St. _____ Zip: _____

I have read the Park Rules and Regulations and understand that I am responsible for cleanup. If the Park is not cleaned up or has been damaged, I will be subject to any costs incurred by the City; including and/or in excess of my deposit. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.

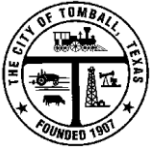
Signature: _____ Date: _____

Confirmation of Park Reservations by signature below only! Application subject to a 24 hour application review period prior to approval by City Administration.

City of Tomball: _____ (City Staff) Date: _____

KEEP THIS FORM WITH YOU AT THE PARK!!!!

Public Works Department-501 James Street-Tomball, Texas- (281) 290-1400, after hours, Police Dept. Dispatch-281-351-5451



City of Tomball- Public Works Department

Park & Facility Reservation Application

501 James Street

(281)-290-1400

Fax # (281) 351-4735

Office Hours 8:00am-5:00pm-Park Hours 8:00am-10:00pm

Applications accepted for following Park Facilities: Railroad Depot Gazebo, Railroad Depot Plaza, Juergens Park Pavilion, Jerry Matheson Park, & Theis Attaway Nature Park.

Priority use of park to be granted by reservation only. Reservation may be made by contacting Public Works.

Park Rules and Regulations

1. Rental fee is non-refundable, security/cleaning deposit refundable; if the entire area is left in the same condition it was found.
2. Renters will be responsible for following the city's noise ordinance.
3. Parking must be in designated areas only. Parking on the grass is prohibited.
4. No posters, banners, signs or other devices will be allowed to be displayed or posted on park fixtures using tacks, nails, staples, tape or other fasteners.
5. Items are prohibited from being driven or staked into the ground.
6. The possession and/or consumption of alcoholic beverages are prohibited in the park area.
7. All litter and debris from event must be removed from rented area, landscaping, and surrounding area. If trash will not fit into the trash barrels at the park, it must be removed.
8. The park grounds are public areas. The city will not restrict others from entering the park; as long as they are not in the reserved rented area and not interfering with renter's event.
9. No glass containers.
10. All pets must be on a leash at all times and all pet waste must be properly disposed.
11. The use of moonwalk requires insurance (from the moonwalk company) and proof of coverage must be presented at the time the equipment is set up in the park.
12. No piñatas or water recreational activities allowed in parks.
13. No loud or abusive language.
14. No display or use of firearms of any kind.
15. No open fires are allowed, except in barbecue pits. If you bring a barbecue pit, it must be propane.
16. No camping or overnight events.
17. All applications are subject to staff approval.
18. Special Events: Applicants requesting to use a City park facility for a special event that is intended to raise money must provide proof of 501(c) (3) non profit tax exemption and/or Medical Trust Fund Documents from bank. Cannot charge admission fee for event. No soliciting of park users who are not participating in event.

INDEMNIFICATION

INDEMNIFICATION. LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy or use of the LICENSED PREMISES. LICENSEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.



City of Tomball- Public Works Department
Park & Facility Reservation Application

☐ *Residency verification : _____ (city staff) ☐ Facility Inspection Verification : _____ (city staff)

Railroad Depot Plaza & Gazebo @ 201 S. Elm

- No restrooms provided; must have city permission at time of request to provide portable toilet at renter's expense.
- Renters must provide their own tables, chairs, etc.

☐ *RESIDENT ☐ 1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm) ☐ ALL DAY \$100.00(8am-10pm) DEPOSIT \$100.00

☐ NON-RESIDENT ☐ 1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ ALL DAY \$125.00(8am-10pm) DEPOSIT \$100.00

Juergens Park@ 1331 Ulrich

- Keys to the interior of the park are available, but are to be used for temporary access to set up or clean up. No vehicles should remain on the park site interior.

☐ *RESIDENT ☐ 1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm) ☐ ALL DAY \$100.00(8am-10pm) DEPOSIT \$100.00

☐ NON-RESIDENT ☐ 1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ ALL DAY \$125.00(8am-10pm) DEPOSIT \$100.00

Jerry Matheson Park @ 1240 Ulrich

☐ *RESIDENT ☐ 1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm) ☐ ALL DAY \$100.00(8am-10pm) DEPOSIT \$100.00

☐ NON-RESIDENT ☐ 1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ ALL DAY \$125.00(8am-10pm) DEPOSIT \$100.00

Theis Attaway Nature Park @ 13509 Theis Lane

- Catch and release grass carps.

☐ *RESIDENT ☐ 1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm) ☐ ALL DAY \$100.00(8am-10pm) DEPOSIT \$100.00

☐ NON-RESIDENT ☐ 1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ ALL DAY \$125.00 (8am-10pm) DEPOSIT \$100.00

***Resident: Must present recent Tomball City Water Bill or have a current account with The City Utility department.**

Renters Information:

Date Needed: _____ Time: _____ Number of People Expected: _____

Organization: _____ Type of Event: _____

Contact Person: _____ Email: _____

Business Phone: _____ Home Phone: _____ Fax: _____

Home
Address: _____ City: _____ St. _____ Zip: _____

Refund Name (to be printed on check): _____

Address: _____ City: _____ St. _____ Zip: _____

I have read the Park Rules and Regulations and understand that I am responsible for cleanup. If the Park is not cleaned up or has been damaged, I will be subject to all costs incurred by the City; including and/or in excess of my deposit. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.

Signature: _____ Date: _____

Confirmation of Park Reservations by signature below only! Application subject to a 24 hour application review period prior to approval by City Administration.

City of Tomball: _____ (City Staff) Date: _____

KEEP THIS FORM WITH YOU AT THE PARK!!!!

Public Works Department-501 James Street-Tomball, Texas- (281) 290-1400, after hours, Police Dept. Dispatch-281-351-5451

Regular City Council

Agenda Item

Data Sheet

Meeting Date: January 16, 2012

Topic:

Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.072 – Deliberations Regarding Real Property

Background:**Origination:**

Christal Weber

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	