REVISED

NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

TUESDAY, SEPTEMBER 7, 2010

7:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Tuesday, September 7, 2010 at 7:00 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 Reports and Announcements

- September 11, 2010 – **Farmers Market** – 8:00 a.m.
- September 11, 2010 – **3rd Annual Mayor's Challenge Community Blood Drive**, from 1:00 p.m. – 7:00 p.m. at the Tomball Community Center, 221 Market Street
- September 11, 2010 – **9-11 Memorial Service**, 6:00 p.m. at **2nd Saturday at the Depot**
- September 11, 2010 – **2nd Saturday at the Depot**, 6:00 p.m
- September 25, 2010 – **Farmers Market** – 8:00 a.m.
- ***Walk Tomball!*** (Every Saturday at 8:00 a.m. at the Depot)
- Reports by City staff and members of Council about items of community interest on which no action will be taken
    - David Kauffman – Report on Water Fluoridation Quality Award and Update on the City of Tomball's Emergency Preparedness Plan

6.0 Approve the Minutes of the following City Council meetings:

- Regular City Council Meeting of August 16, 2010
- Special City Council Meeting of August 17, 2010

7.0 Old Business:

7.1 Adopt, on Second Reading, Ordinance No. 2010-18, Establishing Rates and Charges for Potable Water, Sanitary Sewer, Natural Gas, and Garbage Collection and Disposal Services; Repealing Ordinance No. 2009-27 and all Other Ordinances or Parts of Ordinances Inconsistent or in Conflict Herewith; Providing for an Effective Date; Providing other Matters Relating to the Subject; and Providing for Severability

7.2 Adopt, on Second Reading, Ordinance No. 2010-19, an Ordinance of the City Council of the City of Tomball, Texas, Electing for the City to Make Current Service and Prior Service Contributions to the City's Account in the Municipal Accumulation Fund of the Texas Municipal Retirement System (TMRS) at the Actuarially Determined Rate of Total Employee Compensation; Amending all other ordinances or Parts of Ordinances Inconsistent or in Conflict Herewith; Providing for an Effective Date; and Providing other Matters Relating to the Subject.

8.0 New Business:

8.1 Discussion regarding Council Covenant, City Council Rules and Procedures Ordinance No. 95-03, and Ethics Ordinance No. 93-06

8.2 Appoint Member to Fill Vacancy and Complete Unexpired Term on Planning and Zoning Commission

8.3 Appoint Member to Fill Vacancy and Complete Unexpired Term on Tomball Economic Development Corporation

8.4 Approve Request from Tomball Regional Hospital for City Support of the "2010 Heart Walk"

8.5 Award Contract for Project No. 2010-05 (Asphalt Overlay Project) to Low Bidder, Pavecon, Ltd.

8.6 Award Contract for Project No. 2010-06 (Purchase of Chlorine and Sulfur Dioxide Gas) to Sole Bidder, DXI Industries, Inc.

8.7 Approve Execution of Bundled Gas Service Agreement between The City of Tomball and Eagle Rock Midstream, L.P. for the transport and delivery of the portion of the City's natural gas supply recieved at the South Gate Facility.

8.8 Approve Professional Services Agreement with AECOM Technical Services, Inc. in the amount of $98,000.00 for Professional Services related to Creating and Establishing a Utilities Geographic Information System (GIS).

8.9 Approve TxDOT Change Order Number 1 for a Reduction in Project Cost of $31,526.52, TxDOT Change Order Number 2 for an Increase in the Amount of $45,580.17, and TxDOT Change Order Number 3 for an Increase in the Amount of $15,149.99 for the Brown-Hufsmith Road Project.

8.10 Discussion and Possible Action regarding the Following Items:

- adopting English as the official language of Tomball;
- adopting an ordinance that gives the Tomball Police the discretion to impound vehicles from uninsured motorists;
- adopting an ordinance that disallows anyone that is not in this country legally the ability to rent or own any property, or to own and or operate any business in Tomball;
- adopting an ordinance that makes texting while driving illegal; and
- adopting an ordinance that mandates any company that is awarded a contract from the City of Tomball and all of their subcontractors hire and use only people who are in this country legally

8.11 Motion to Take from the Table – Day Labor Site

8.12 Discussion and Possible Action on the Day Labor Site.

9.0 Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 3rd day of September 2010 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: September 7, 2010

Topic:

- September 11, 2010 – **Farmers Market** – 8:00 a.m.
- September 11, 2010 – **3rd Annual Mayor's Challenge Community Blood Drive**, from 1:00 p.m. – 7:00 p.m. at the Tomball Community Center, 221 Market Street
- September 11, 2010 – **9-11 Memorial Service**, 6:00 p.m. at **2nd Saturday at the Depot**
- September 11, 2010 – **2nd Saturday at the Depot**, 6:00 p.m
- September 25, 2010 – **Farmers Market** – 8:00 a.m.
- ***Walk Tomball!*** (Every Saturday at 8:00 a.m. at the Depot)
- Reports by City staff and members of Council about items of community interest on which no action will be taken
    - David Kauffman – Report on Water Fluoridation Quality Award and Update on the City of Tomball's Emergency Preparedness Plan

Background:

Origination:

Recommendation:

N/A

Funding:

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

City Secretary

ACTION TAKEN

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

ATTACHMENTS:

Farmers Market

3rd Annual Mayor's Challenge Community Blood Drive

2nd Saturday at the Depot

Update - City of Tomball Emergency Preparedness Plan

Water Fluoridation Quality Award

TOMBALL FARMERS MARKET TEXAS

Bringing the farmers back to the community!

Come enjoy the Tomball Farmer's Market! We'll have produce, prepared foods and crafts for you to purchase.

Located at the corner of Cherry & FM 2920

Now open on the 2nd & 4th Saturday of every month!

Market opens at 9 AM!

Want a Cookie?

Give Blood!

3rd Annual

Mayor's Challenge Community Blood Drive

Saturday, September 11
1:00 p.m. - 7:00 p.m.

Tomball Community Center

221 Market Street

To schedule an appointment, visit www.giveblood.org
and enter sponsor code L385 or
call Shawn Cox at 281-290-1001.

2nd SATURDAY AT THE DEPOT
SEPTEMBER 11—TOMBALL, TX

Celebrate America!

Colors presented by VFW Post 2427

Kids Activities:

Games
Kites
Bounce House
Balloon Animals
Magician

Free Apple Pie!
(While supplies last.)

Concessions by Snowie:
Nachos
&
Sno Cones

Live Music!
Paul David Carpenter
&
Erica Nicole

Meet & Greet The Tomball Chiefs!

3rd Annual
Mayor's Challenge Community Blood Drive

September 11—1 PM to 7 PM
Tomball Community Center—221 Market Street
Visit www.giveblood.org and enter sponsor code L385
or Call 281-290-1001 to sign up!

HISTORIC TOMBALL DEPOT PLAZA

201 South Elm ~ One block south of Main Street
Opens at 6:30 PM ~ Movie begins at dark

Free family entertainment for all ages
Bring your lawn chairs
No Glass Containers!

For more information, please call
Rosalie Dillon at 281-610-2595

In case of rain, event will be held at the Tomball Community Center—221 Market Street

City of Tomball
Public Works Department

* 501 James St. * Tomball, Texas 77375 * 281.290.1425 * FAX 281.351.4735 *

* Utilities * Streets * Parks * Fleet Maintenance * Facilities Maintenance * Solid Waste *

To : George Shackelford, City Manager

CC: Mayor and City Council

From: David Kauffman, Director of Public Works

Re: Update on City of Tomball Emergency Preparedness Plan (EPP) for the City's Public Water System as Required by SB 361

Date: September 1, 2010

As a direct result of Hurricane Ike, the Texas State Senate passed S.B. 361, which requires utilities to demonstrate the ability to provide emergency operations during extended power outages (beyond 24 hours).

This legislation currently applies to Harris and Fort Bend counties, which had the most affected residents during the power outages resulting from Hurricane Ike. The rationale for this Bill included:

- 250,000 people lacked running water for 9 days following Ike.
- 20% of water systems serving 7 million residents were out of service.
- 85% of water systems had backup generators; however 25% of those failed to function or ran out of fuel.

Citizens rely on their local leadership to prepare for catastrophic events. Although the City of Tomball was not as severely impacted by Hurricane Ike as other communities in Harris County, as a result of the foresight and extensive planning demonstrated by this City's past and present leadership, the City's existing public water system currently operates with an emergency power system and our community did not experience any loss of clean potable water.

Therefore, Public Works staff was able to develop an approved EPP based on existing system capabilities. The City's EPP, which did not require outside professional consulting services and did not require potentially expensive system improvements, was submitted to TCEQ on February 26, 2010, and was approved on July 12, 2010.

Although the City has met all requirements of SB 361, we anticipate additional system requirements to follow as further reviews of the effects from Ike and other catastrophic events are evaluated. The Public Works Department has recently completed an engineering assessment of the City's existing emergency power capabilities for the public water system to identify the most effective improvements available. The completed assessment and recommendations will be presented for future funding consideration.

The City's existing sanitary sewer collection system is also equipped with emergency power capabilities, and the public works department is currently installing upgrades that will improve the efficiency of this system as well.

I recently attended a meeting with Senator Dan Patrick to discuss SB 361 and other water related topics for the upcoming 2011 legislative session. While it is evident that the EPP requirements need to expand to include additional communities in south Texas, it is likely that similar legislation will be brought forward to address wastewater collection and treatment.

The Public Works Department staff has made it our purpose to remain current on issues that potentially impact the public utilities that serve this community. I am confident that, with the dedication of the Public Works staff, and this community's accomplished leadership, this City's public utilities systems will continue to lead the way in providing superior quality service for our community.

Feel free to contact me with any questions.

TEXAS DEPARTMENT OF STATE HEALTH SERVICES

P.O. Box 149347
Austin, Texas 78714-9347
1-888-963-7111
TTY: 1-800-735-2989
www.dshs.state.tx.us

DAVID L. LAKEY, M.D.
COMMISSIONER

August 24, 2010

George Shackelford
City Manager
City of Tomball
401 Market St
Tomball TX 77375

Dear Mr. Shackelford:

The Texas Department of State Health Services is pleased to announce that the City of Tomball has been awarded a Water Fluoridation Quality Award from the U.S. Centers for Disease Control and Prevention (CDC). This award recognizes those communities in Texas that maintained a consistent level of optimally fluoridated water throughout 2009. This award was based on your submittal of the monthly fluoridation reports to the Texas Fluoridation Project.

Community water fluoridation has been recognized by CDC as one of 10 great public health achievements of the 20th Century. Fluoridating a community's water supplies is one of the most effective public health measures to prevent tooth decay. CDC recommends water fluoridation as a safe, effective, and inexpensive method of preventing decay; every $1 invested in fluoridation saves approximately $38 in costs for dental treatment. In addition, studies have shown that tooth decay is prevented among all age groups, not just children.

In 2001, the U.S. Task Force on Community Preventive Services recommended that communities either adopt or maintain fluoridation of public drinking water supplies, and the past 5 U.S. Surgeons General have recommended community water fluoridation as a safe, healthy, and effective public health intervention. More than 184 million people, or 69.2 percent of the United States population and 78 percent of the Texas population served by public water supplies, currently drink water with optimal fluoride levels for preventing decay.

The Texas Fluoridation Project congratulates you on your outstanding performance. Your continued support of fluoridation is appreciated. If you have any questions, please contact the Texas Fluoridation Project at 512.458.7349.

Thank you,

Tom Napier

Tom Napier, P.E.
Fluoridation Engineer
Texas Fluoridation Project

Enclosure

WFRS
Water Fluoridation
Reporting System

2009

Water Fluoridation Quality Award

TOMBALL
Texas

The Centers for Disease Control and Prevention commends this water system for its consistent and professional adjustment of the water fluoride content to the optimum level for oral health for 12 consistent months. Consistent, high-quality water fluoridation practice, as demonstrated by this water system, is a safe and effective method to prevent tooth decay, improving the oral health of community residents of all ages.

Presented by the
Centers for Disease Control and Prevention
United States Department of Health & Human Services

National Fluoridation Engineer, Division of Oral Health
National Center for Chronic Disease Prevention
and Health Promotion

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 7, 2010

Topic:

Approve the Minutes of the following City Council meetings:

- Regular City Council Meeting of August 16, 2010
- Special City Council Meeting of August 17, 2010

Background:

Origination:

City Secretary

Recommendation:

N/A

Funding:

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

City Secretary

ACTION TAKEN

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

ATTACHMENTS:

Draft Minutes - 8/16/2010 Regular Council Meeting

Draft Minutes - 8/17/2010 Special Council Meeting

MINUTES OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

MONDAY AUGUST 16, 2010

7:00 P.M.

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

Councilman Stoll
Councilman Brown
Councilman Townsend
Councilman Quinn

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Others present:

City Manager – George Shackelford
Assistant City Manager – Christal Kliewer
City Secretary – Doris Speer
City Attorney – Scott Bounds
Fire Chief – Randy Parr
Police Chief – Robert Hauck
Finance Director – Glenn Windsor
Director of Public Works – David Kauffman
Assistant to City Manager – Shawn Cox
Director of Human Resources – Lisa Coe
City Planner – Kelly Violette
Council-Elect – Preston L. Dodson

2.0 Invocation

- Led by Councilman Brown

3.0 Pledges to U. S. and Texas Flags

- Led by Shawn Cox

4.0 The following public comments were received:

Larry Youngblood 12519 Logan Mill Dr., 77070	-	Expressed his opposition to the day labor site.
Jim Cabaniss 8 Box Turtle Lane, 77380	-	Expressed his opposition to the day labor site.
Scott Bartholomew 15426 Hillside Parkway, 77435	-	Expressed his opposition to the day labor site.
Gregory White 25411 Fairbrook Lane, 77373	-	Expressed his opposition to the day labor site.
Frank Williams 11811 North Freeway #500, 77060	-	Expressed his opposition to the day labor site.
Phil Johnson, Sr. 810 Sentinel Oaks Drive, 77362	-	Expressed his opposition to the day labor site.
Karen Williamson Rt. 249, P. O. Box 652, 77377	-	Expressed her opposition to the day labor site.
Richard Smith 18611 Becker Road, 77447	-	Expressed his opposition to the day labor site.
Janet Thomas 19335 Cypress Canyon, 77449	-	Expressed her opposition to the day labor site.
Lynn LeBouef 8107 Hideaway Lake, 77389	-	Spoke regarding the reappointment of current members to the Tomball Hospital Authority
Mary Harvey 405 S. Walnut, 77375	-	Expressed her appreciation for City support for Tomball Night.

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5.0 Reports and Announcements:

- **Tuesday, August 17, 2010 – 4 p.m. – Canvass of Special Election** held on August 14, 2010
- September 11, 2010 – **Farmers Market** – 8:00 a.m.
- September 11, 2010 – **3rd Annual Mayor's Challenge Blood Drive** – 1:00 p.m. to 7:00 p.m. at the Community Center
- September 11, 2010 – **9-11 Memorial Service**, Location and Time to be Announced
- September 11, 2010 – **2nd Saturday at the Depot**, 6:00 p.m
- ***Walk Tomball!*** (Every Saturday at 8:00 a.m. at the Depot)

- Reports by City staff and members of Council about items of community interest on which no action will be taken
  - The Quarterly Investment Report was presented by Glenn Windsor.
  - An update on Rudolph Road Property Acquisition was presented by Kelly Violette.
  - The Press Release regarding the passing of Tomball Police Department Caninee, Natan was read by Robert Hauck.

6.0 Motion was made by Councilman Stoll, second by Councilman Quinn, to approve the Minutes of the following City Council meetings:

- Special City Council Meeting of August 2, 2010
- Regular City Council Meeting of August 2, 2010

Motion carried unanimously.

7.0 Old Business:

7.1 Glenn Windsor presented an overview of the proposed Ordinance. Motion was made by Councilman Brown, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2010-17, an Ordinance of the City Council of the City of Tomball, Texas, Adopting the Budget for the City of Tomball, Texas, for Fiscal Year 2010-2011; and Authorizing the City Manager to Approve Intra-departmental (within the same Department only) Transfers of Budgeted Funds; and Providing other Details Relating to the Passage of This Ordinance. Vote was as follows:

Councilman Brown	Aye
Councilman Townsend	Nay
Councilman Quinn	Aye
Councilman Stoll	Aye

Motion carried , 3 Aye votes to 1 Nay vote.

8.0 New Business:

8.1 Mayor Fagan presented the proposed Board Member Candidates. Nomination was made by Mayor Fagan to appoint Diane Holland to the unexpired vacancy on the Hospital Board; nomination was made by Councilman Quinn to appoint Jerald Till to the unexpired vacancy on the Hospital Board; and nomination was made by Councilman Townsend to appoint Rick Pritchett to the unexpired vacancy on the Hospital Board. Nominations ceased. Motion was made by Councilman Townsend, second by Councilman Quinn, to reappoint Ben Thomas, Ray Lingo, and Ellen Stutts to the Tomball Hospital Authority Board of Directors. Vote was taken regarding nominated individuals for the unexpired vacancy on the Hospital Board; vote was as follows:

draft

Councilman Quinn	Jerald Till
Councilman Stoll	Jerald Till
Councilman Brown	Diane Holland
Councilman Townsend	Jerald Till

Jerald Till is appointed to the unexpired vacancy on the Hospital Board by a vote of 3 to 1.

8.2 Glenn Windsor presented an overview of the proposed Ordinance. Motion was made by Councilman Townsend, second by Councilman Quinn, to read Ordinance No. 2010-18 by caption only on first reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Brown, to adopt, on First Reading, Ordinance No. 2010-18, Establishing Rates and Charges for Potable Water, Sanitary Sewer, Natural Gas, and Garbage Collection and Disposal Services; Repealing Ordinance No. 2009-27 and all Other Ordinances or Parts of Ordinances Inconsistent or in Conflict Herewith; Providing for an Effective Date; Providing other Matters Relating to the Subject; and Providing for Severability. Vote was as follows:

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Councilman Townsend	Aye
Councilman Quinn	Aye
Councilman Stoll	Aye
Councilman Brown	Aye

Motion carried unanimously.

8.3 Lisa Coe and Anthony Mills, Regional Manager-TMRS, presented an overview of the proposed Ordinance. Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2010-18 by caption only on first reading.

Motion carried unanimously.

Motion was made by Councilman Brown, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2010-19, an Ordinance of the City Council of the City of Tomball, Texas, Electing for the City to Make Current Service and Prior Service Contributions to the City's Account in the Municipal Accumulation Fund of the Texas Municipal Retirement System (TMRS) at the Actuarially Determined Rate of Total Employee Compensation; Amending all other Ordinances or Parts of Ordinances Inconsistent or in Conflict Herewith; Providing for an Effective Date; and Providing other Matters Relating to the Subject. Vote was as follows:

Councilman Quinn	Aye
Councilman Stoll	Aye

Councilman Brown	Aye
Councilman Townsend	Aye

Motion carried unanimously.

8.4 Doris Speer presented an overview of the proposed Resolution. Motion was made by Councilman Quinn, second by Councilman Townsend, to approve Resolution No. 2010-16, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 3rd Annual Homecoming Parade and Pep Rally, to be held at the Tomball Depot, Sponsored by the Tomball Independent School District and the TISD Student Council, on Wednesday, October 6, 2010, at 6:30 p.m.

Motion carried unanimously.

8.5 Shawn Cox presented an overview of the proposed Resolution. Motion was made by Councilman Quinn, second by Councilman Stoll, to approve Resolution No. 2010-17, a Resolution of the City Council of the City of Tomball, Texas, supporting the Woodforest National Bank 10K and 5K Fun Runs to be held in Tomball on Saturday, November 13, 2010.

draft

Motion carried unanimously.

8.6 Rob Hauck presented an overview of the proposed Appointment. Motion was made by Councilman Townsend, second by Councilman Brown, to Approve the Appointment of Dewayne Eickenhorst as a Tomball Police Department Reserve Officer.

Motion carried unanimously.

8.7 Rob Hauck presented an overview of the proposed change to the Police Department Table of Organization. Motion was made by Councilman Townsend, second by Councilman Brown, to approve Request to Change the Tomball Police Department's Table of Organization by Eliminating the Position of Police Lieutenant (non-exempt), and Replacing it with a Police Captain (exempt) Position.

Motion carried unanimously.

8.8 George Shackelford presented an overview of the proposed Strategic Plan. Motion was made by Councilman Brown, second by Councilman Townsend, to adopt the 2010-2015 Strategic Plan.

Motion carried unanimously.

8.9 Lisa Coe presented an overview of the proposed Aetna Benefits. Motion was made by Councilman Quinn, second by Councilman Stoll, to approve Renewal of Employee Health and Welfare Benefits Agreement with Aetna.

Motion carried unanimously.

8.10 **EXECUTIVE SESSION:** The City Council recessed at 8:38 p.m. to meet in Executive Session, as Authorized by Title 5, Chapter 551.071 (Consultation with Attorney) and 551.087 (Deliberation Regarding Economic Development Negotiations), and 551.074 (Personnel Matters)of the Government Code (the Texas Open Meetings Act), for the Following Purposes:

- Section 551.071 – Consultation with Attorney – On a Matter in Which the Duty of the Attorney to the City Council under the Texas Disciplinary Rules of Conduct of the State Bar of Texas Clearly Conflicts with this Chapter; and
- Section 551.087 – Deliberation Regarding Economic Development Negotiations – Deliberate the Offer of Financial Incentives to Business Prospects Seeking to Locate within the City.
- Section 551.074 – Personnel Matters – To Deliberate the Hiring/Employment, Duties and Responsibilities of a Municipal Court Judge.

draft

Upon reconvening into open session at 9:11 p.m., the following action was taken.

8.11 Motion was made by Councilman Townsend, second by Councilman Brown to Appoint Andrea Walker as Presiding Municipal Court Judge, to appoint Laryssa Korduba, Robert Rosenberg, and Stephen Vigorito as Alternate Municipal Court Judges.

Motion carried unanimously.

9.0 Motion was made by Councilman Townsend, second by Councilman Stoll, for adjournment.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this _____ day of _____ 2010.

_____	_____
Doris Speer, TRMC	Gretchen Fagan
City Secretary	Mayor

MINUTES OF SPECIAL CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

TUESDAY, AUGUST 17, 2010

4:00 P.M.

1.0 Call to Order

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

Councilman Stoll
Councilman Webb
Councilman Townsend
Councilman Quinn
Council-Elect Dodson

draft

Others present:

City Manager – George Shackelford
Assistant City Manager – Christal Kliewer
City Secretary – Doris Speer
Police Chief – Robert Hauck
Assistant to City Manager – Shawn Cox

2.0 Canvass of Election
Escrutinio de la Elección
Kiểm Phiếu của Cuộc Bầu Cử

The Canvass of the August 14, 2010 Special Election was presented by Mary Coats, Election Judge. *El escrutinio del la elección del 14 de agosto de 2010 fue presentado por Mary Coats, Juez Electoral.* Trưởng ban Bầu Cử Mary Coats trình bày Kết Quả Kiểm Phiếu của Cuộc Bầu Cử Đặc Biệt ngày 14 tháng Tám 2010.

2.1 Motion was made by Councilman Townsend, second by Councilman Stoll, to Adopt Resolution No. 2010-18, a Resolution and Order Canvassing the Returns and Declaring the Results of the Special Election Held on August 14, 2010.
Fue presentada una moción por el Concejal Townsend, secundada por el Concejal Stoll, para adoptar la Resolución Nro. 2010-18, una Resolución y Orden de Escrutinio y

Declaración de Resultados de la Elección Especial Celebrada el 14 de agosto de 2010.
Nghị Viên Townsend, với sự giúp đỡ của Nghị Viên Stoll, đã đề nghị thông qua Nghị Quyết Số 2010-08, một Nghị Quyết và Lệnh Yêu Cầu Kiểm Phiếu và Tuyên Bố Kết Quả của Cuộc Bầu Cử Đặc Biệt tổ chức ngày 14 tháng Tám, 2010.

Motion carried unanimously.
Moción aceptada por unanimidad.
Kiến nghị được nhất trí thông qua.

2.2 The Oath of Office was administered by Mayor Fagan to Preston L. Dodson as the newly elected Councilman, Position 5.
El juramento al cargo fue administrado por la Alcaldesa Gretchen Fagan a Preston L. Dodson como el nuevo Concejal electo para la Posición 5.
Ông Preston L. Dodson đã được Tuyên Thệ Nhậm Chức trước sự chứng kiến của Thị Trưởng Fagan, trở thành Nghị Viên mới được bầu, Vị Trí 5.

2.3 Councilman Stoll nominated David Quinn as Mayor Pro-Tem, in Accordance with Section 6.08 of the City of Tomball Home Rule Charter. Nominations ceased. Motion was made by Councilman Stoll, second by Councilman Townsend, to elect David Quinn as Mayor Pro Tem and vote was as follows:

Councilman Quinn	Aye
Councilman Stoll	Aye
Councilman Brown	Aye
Councilman Townsend	Aye
Councilman Dodson	Aye

Councilman David Quinn was elected Mayor Pro-Tem.

El Concejal Stoll nominó a David Quinn como Alcalde Interino, en conformidad con la Sección 6.08 da la Carta Orgánica de Gobierno Local de la Ciudad de Tomball. Las nominaciones cesaron. El Concejal Stoll presentó la moción para elegir a David Quinn como Alcalde Interino, moción que fue secundada por el Concejal Townsend y la votación fue de la siguiente manera:

Concejal Quinn	*A favor*
Concejal Stoll	*A favor*
Concejal Brown	*A favor*
Concejal Townsend	*A favor*
Concejal Dodson	*A favor*

El Concejal David Quinn fue elegido Alcalde Interino.

Nghị Viên Stoll đề cử David Quinn là Thị trưởng Tạm Thời, chiếu theo Mục 6.08 của Hiến Chương Điều Lệ Thành Phố Tomball. Thủ tục Đề cử chấm dứt. Nghị Viên Stoll, cùng với nghị viên Towsend, đã đề nghị bầu chọn ông David Quinn làm Thị Trưởng Tạm Thời và số phiếu bầu như sau:

Thành viên hội đồng Quinn	Thuận
Thành viên hội đồng Stoll	Thuận
Thành viên hội đồng Brown	Thuận
Thành viên hội đồng Townsend	Thuận
Thành viên hội đồng Dodson	Thuận

Nghị viên David Quinn được bầu làm Quyền Thị Trưởng.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this 7th day of September 2010.

Doris Speer, TRMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 7, 2010

Topic:

Adopt, on Second Reading, Ordinance No. 2010-18, Establishing Rates and Charges for Potable Water, Sanitary Sewer, Natural Gas, and Garbage Collection and Disposal Services; Repealing Ordinance No. 2009-27 and all Other Ordinances or Parts of Ordinances Inconsistent or in Conflict Herewith; Providing for an Effective Date; Providing other Matters Relating to the Subject; and Providing for Severability

Background:

Each year, and prior to the beginning of the new fiscal year, the City adopts an ordinance setting and re-establishing the various utility rates for the City. At the August 2, 2010 Council meeting, Council approved a 1.3 % increase to the rates that Tomball pays WCA Waste Corporation, our garbage collection contractor. David Kauffman proposed that we increase, by that same percentage, the garbage fees we charge to our residential and commercial customers.

The amount that the City pays WCA and the amount that we charge our customers is not an even "pass through" in that the City does charge a "mark-up" on the amount that we pay WCA. For example, Tomball currently pays WCA $12.61 per month for each residential pick-up and then we charge that customer $14.55 per month. Under the new ordinance, if approved, we will be paying WCA $12.77 and charging our residents $14.74 per month. Commercial pick-up rates, with the exception of "roll-offs" will also increase.

In this current year, we will pay WCA approximately $1,536,500 for garbage pick-up in the City. Our revenues from customer charges this year are projected to be $1,943,373.

With the approved 1.3% increase to the WCA contract, our annual costs of garbage collection will rise to approximately $1,556,480. The 1.3% increase to the WCA contract will cost approximately $20,000. If approved, our customer charges will increase to approximately $1,968,650 keeping our revenues over costs just over
$400,000 per year on the garbage collection services.

On August 16, 2010, Council approved Ordinance No. 2010-18 on first reading.

Origination:

Finance Department

Recommendation:

Adoption, on Second Reading, of Ordinance No. 2010-18

Funding:

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

Glenn Windsor, Director of Finance

ACTION TAKEN

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

ATTACHMENTS:

Ordinance No. 2010-18

ORDINANCE NO. 2010-18

AN ORDINANCE ESTABLISHING RATES AND CHARGES FOR POTABLE WATER, SANITARY SEWER, NATURAL GAS, AND GARBAGE COLLECTION AND DISPOSAL SERVICES; REPEALING ORDINANCE NO. 2009-27 AND ALL OTHER ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; PROVIDING FOR AN EFFECTIVE DATE; PROVIDING OTHER MATTERS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * * * * *

WHEREAS, pursuant to Section 82-50 of the Code of Ordinances of the City of Tomball, Texas, the City Council is to establish rates and charges for utility services provided by the City; and

WHEREAS, pursuant to Section 62-37 of the Code of Ordinances of the City of Tomball, Texas, the City Council is to establish rates and charges for garbage and trash collection and disposal services provided by the City; and

WHEREAS, the City Council now deems it necessary and appropriate to adjust such rates and charges heretofore established; now therefore

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

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

Section 2. Definitions. For the purposes of this Ordinance, the following words shall have the meanings ascribed thereto:

a. Residential shall mean a residential dwelling unit receiving service for which metering and billing is on an individual basis.

b. Commercial shall mean all non-residential units, and residential units which are provided service, and are billed, collectively with one (1) or more other residential units.

Section 3. The monthly rates and charges for potable water provided by the City shall be as follows:

a. Small Residential. A base rate of $10.90, plus a consumption charge of $2.85 for each 1,000 gallons used. "Small Residential" shall mean residential customers using 10,000 gallons or less during the billing month.
b. Medium Residential. A base rate of $12.54, plus a consumption charge of $3.56 for each 1,000 gallons used. "Medium Residential" shall mean residential customers using 10,001 gallons or more up to 15,000 gallons during the billing month.

c. Large Residential. A base rate of $14.42, plus a consumption charge of $4.45 for each 1,000 gallons used. "Large Residential" shall mean residential customers using 15,001 gallons or more during the billing month.

d. Small Commercial. A base rate of $18.45, plus a consumption charge of $3.45 for each 1,000 gallons used. "Small Commercial" shall mean commercial customers using up to 5,000 gallons during the billing month.

e. Medium Commercial. A base rate of $29.70, plus a consumption charge of $4.32 for each 1,000 gallons used. "Medium Commercial" shall mean commercial customers using 5,001 gallons or more up to 51,000 gallons during a billing month.

f. Large Commercial. A base rate of $51.99, plus a consumption charge of $5.40 for each 1,000 gallons used. "Large Commercial" shall mean commercial customers using 51,001 gallons or more during a billing month.

Bulk Sales. A base rate of $87.05, plus a consumption charge of $4.83 for each 1,000 gallons used. Additionally, if a meter is desired, the deposit will be $1,000.00.

The City collects additional surcharges, based on rates established by the North Harris County Regional Water Authority, for each 1,000 gallons used on behalf of NHCRWA, which will be adjusted as the surcharge increases.

Section 4. The monthly rates and charges for sanitary sewer services provided by the City for customers who receive potable water services from the City shall be as follows:

a. Residential - Winter Rates (November-February): A base rate of $8.51, plus a charge of $2.98 for each 1,000 gallons of potable water used.

Residential - Summer Rates (March-October): Rates for summer months are calculated at the same rate as winter rates and may be based upon the previous winter months' average monthly water consumption. The rate charged shall be the lesser of actual water consumption or the previous winter month's average consumption.

b. Small Commercial. A base rate of $13.69, plus a consumption charge of $3.78 for each 1,000 gallons of potable water used. "Small Commercial" shall mean commercial customers using up to 5,000 gallons of potable water during the billing month.

c. Medium Commercial. A base rate of $20.76, plus a consumption charge of $4.72 for each 1,000 gallons of potable water used. "Medium Commercial" shall mean commercial customers using 5,001 gallons or more up to 51,000 gallons in the billing month.

d. Large Commercial. A base rate $43.06, plus a charge of $5.90 for each 1,000 gallons of potable water used. "Large Commercial" shall mean commercial customers using 51,001 gallons or more of potable water during a billing month.

Section 5. The monthly rates and charges for sanitary sewer services provided by the City for customers who do not receive potable water services from the City shall be as follows:

a. Residential. A base rate of $35.01, plus a charge of $2.29 for each drain in excess of ten (10) drains within such residence.

b. Commercial. A base rate of $58.26, plus a charge of $2.32 for each drain in excess of fifteen (15) drains within such commercial unit.

Section 6. The monthly rates and charges for garbage and trash collection and disposal services provided by the City, excluding applicable sales tax, shall be as follows:

a. Residential. $14.74

b. Commercial

(1) Hand Loaded. For once a week pickup, $24.00 for the first container, $21.00 for each additional container. For twice a week pickup, $29.00 for the first container, $24.00 for each additional container. Each collection of excess garbage and refuse (i.e. - garbage and refuse in volume which exceeds the capacity of the approved container(s) for which the customer's regular billing is determined) shall be assessed a $5.00 excess collection fee and can only be collected on Monday and Thursday collection days.

(2) Roll-Off Container:

	Size Container, Cubic Yards		
	20	30	40
Delivery Fee	$ 115.46	$ 115.46	$ 115.46
Monthly Rental	141.36	141.36	141.36
Daily Rental	4.71	4.71	4.71
Haul and Disposal Rate	266.00	307.77	348.87

The monthly rental rate for a permanent container used more than a year is $0. In order for a container to qualify as permanent, it cannot have an end date. (i.e. if a business was being constructed and used the container for 18 months during build out, then it would not be considered a permanent container, so t the monthly rental rate would apply).

(3) Compactor/Equipment:

Monthly Rental	(As quoted)
Haul Rate	$250.00
Disposal Fee/Ton	25.00

(4) Monthly Rate for Dumpsters:

Size	Extra Pickup Rate	Services Per Week					
		1	2	3	4	5	6
3 Yd – 1st Container	$30.00	$75.00	$119.00	$178.00	$224.00	$279.00	$335.00
Each add'l container		71.00	105.00	159.00	198.00	247.00	298.00
4 Yd – 1st Container	$35.00	81.00	128.00	192.00	241.00	299.00	361.00
Each add'l container		72.00	115.00	173.00	216.00	270.00	323.00
6 Yd – 1st Container	$40.00	105.00	164.00	247.00	309.00	386.00	462.00
Each add'l container		93.00	148.00	222.00	278.00	336.00	416.00
8 Yd – 1st Container	$50.00	126.00	202.00	300.00	377.00	463.00	565.00
Each add'l container		114.00	178.00	271.00	339.00	394.00	510.00

(5) Locking Dumpsters - Gravity Lock System $55.00
Front Panel Padlock System $40.00

(6) Exchange Charge - $45.00

Section 7. The monthly rates and charges for natural gas provided by the City shall be as follows:

a. All Customers. A base rate of $12.75, plus $12.75 for each thousand cubic feet (MCF) after the first thousand cubic feet (MCF).

Section 8. The charges for connections and disconnections of utility services provided by the City, including those provided at customer request or convenience, or as a result of delinquent accounts, shall be as follows:

a. During Normal Scheduled Service Periods (7:00 a.m.-4:45 p.m. weekdays), a Service Call-Out Fee of $50.00, as a result of a delinquent account, or at a customer's request, excluding new service.

b. During Unscheduled Service Periods (after hours and weekends), a Service Call-Out Fee of $100.00, at a customer's request, including new service.

Section 9. The charge for damage to utility facilities from (i) customer's tampering with valves, or (ii) customer's damaging meter in any manner, shall be $200.00.

Section 10. Delinquent Accounts.

a. All utility bills, both residential and commercial, shall be due and payable on the close of the last business day of the month. If the month ends on a Saturday, Sunday, or holiday, the bill is due on the prior business day (the last workday of the City at closing time on that day).

b. Residential customers who are age 65 and over or considered disabled by Social Security may be exempt from penalty fees for late payment upon application accompanied by verifying documentation to the Utilities Supervisor. This exemption may not exceed the final date of benefits designated by the Social Security Administration.

c. Within two (2) work days following the "Due Date" a "Cut-off Notice" shall be mailed to customer giving notice that following the expiration of seven (7) days following such notice service will be discontinued unless the customer requests a hearing before the Utilities Supervisor regarding such proposed disconnection prior to the expiration of such seven (7) day period.

d. Upon the showing of good cause and arrangement for prompt payment by a customer, the Utilities Supervisor shall be authorized to withdraw a disconnection order. Any such action by the Utilities Supervisor shall be evidence in writing, outlining the basis for the decision and, if applicable, the required payment schedule for the customer. The Utilities Supervisor shall cause a copy of such order to be delivered to the appropriate billing personnel of the City.

Section 11. Repealer. City of Tomball Ordinance 2009-27 passed and approved the 5th day of October, 2009 is hereby repealed. All other ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 12. Severability. 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 of provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 13. Effective Date This ordinance shall be effective October 1, 2010.

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 AUGUST, 2010.

COUNCILMEMBER QUINN	AYE
COUNCILMEMBER STOLL	AYE
COUNCILMEMBER BROWN	AYE
COUNCILMEMBER TOWNSEND	AYE

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 7th DAY OF OCTOBER, 2010.

COUNCILMEMBER QUINN	_____
COUNCILMEMBER STOLL	_____
COUNCILMEMBER BROWN	_____
COUNCILMEMBER TOWNSEND	_____
COUNCILMEMBER DODSON	_____

_____
GRETCHEN FAGAN
Mayor

ATTEST:

_____
DORIS SPEER
City Secretary

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 7, 2010

Topic:

Adopt, on Second Reading, Ordinance No. 2010-19, an Ordinance of the City Council of the City of Tomball, Texas, Electing for the City to Make Current Service and Prior Service Contributions to the City's Account in the Municipal Accumulation Fund of the Texas Municipal Retirement System (TMRS) at the Actuarially Determined Rate of Total Employee Compensation; Amending all other ordinances or Parts of Ordinances Inconsistent or in Conflict Herewith; Providing for an Effective Date; and Providing other Matters Relating to the Subject.

Background:

When TMRS was adopted as the official retirement plan for the City of Tomball an ordinance was passed to provide a statutory maximum amount the company could charge the City each year to fund the plan. For the first time since the plan was adopted we are required to pay more than the statutory amount in order to continue funding the plan with the current benefits. If the statutory cap is not removed, the plan will automatically cease to provide cost of living adjustments for retirees and updated service credits for current employees. It will also underfund the plan. Lifting the cap will allow the City to pay the amount that the actuary for TMRS has calculated is necessary to continue to adequately fund the plan. The increased amount due to TMRS for the 2011 claendar year was funded in the 2010-2011 budget presented to City Council.

On August 16, 2010, Council adopted Ordinance No. 2010-19 on first reading.

Origination:

Human Resources Department

Recommendation:

Adoption, on Second Reading, of Ordinance No. 2010-19

Funding:

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

Lisa Coe, Director of Human Resources

ACTION TAKEN

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

ATTACHMENTS:

Ordinance No. 2010-19
TMRS Request Letter

ORDINANCE NO. 2010-19

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, ELECTING FOR THE CITY TO MAKE CURRENT SERVICE AND PRIOR SERVICE CONTRIBUTIONS TO THE CITY'S ACCOUNT IN THE MUNICIPAL ACCUMULATION FUND OF THE TEXAS MUNICIPAL RETIREMENT SYSTEM (TMRS) AT THE ACTUARIALLY DETERMINED RATE OF TOTAL EMPLOYEE COMPENSATION; PROVIDING FOR AN EFFECTIVE DATE; AND PROVIDING OTHER MATTERS RELATING TO THE SUBJECT.

* * * * * * * * * *

WHEREAS, the City of Tomball (the "City"), is a participating municipality in the Texas Municipal Retirement System (the "System"), and has undertaken to provide certain retirement, death and disability benefits to its employees pursuant to Subtitle G, Title 8, Government Code, (hereinafter, the "TMRS Act"); and

WHEREAS, the City Council desires to authorize funding of such benefits as herein provided; now therefore,

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

Section 1. Pursuant to Section 855.407(g) of the TMRS Act, the City hereby elects to make future normal and prior service contributions to its account in the municipal accumulation fund of the System at such combined rate of the total compensation paid by the City to employees who are members of the System, as the System's actuary shall annually determine as the rate necessary to fund, within the amortization period determined as applicable to the City under the TMRS Act, the costs of all benefits which are or may become chargeable to or are to be paid out of the City's account in said accumulation fund, regardless of other provisions of the TMRS Act limiting the combine rate of City contributions.

Section 2. The provisions of the ordinance shall become effective on the first day of January, 2011.

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 AUGUST 2010.

COUNCILMAN QUINN	AYE
COUNCILMAN STOLL	AYE
COUNCILMAN BROWN	AYE
COUNCILMAN TOWNSEND	AYE

SECOND READING:

READ, PASSED AND ADOPTED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7TH DAY OF SEPTEMBER 2010.

COUNCILMAN QUINN	_____
COUNCILMAN STOLL	_____
COUNCILMAN BROWN	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

_____
Gretchen Fagan, Mayor

ATTEST:

_____
Doris Speer, City Secretary

TMRS
TEXAS MUNICIPAL RETIREMENT SYSTEM

June 2, 2010

Ms. Lisa Coe
Human Resource Director
City of Tomball
401 West Market St. Ste C
Tomball, TX 77375-4697

Dear Lisa:

The TMRS Act provides a limit to the maximum rate that a city can be required to contribute for the retirement portion of its plan based on the combination of the employee deposit rate and the matching ratio (the cost of Supplemental Death Benefits is excluded from this limit). This limit, known as the statutory maximum, or "stat max," is not a limit of the cost of a plan, but rather is simply a limit on the maximum a city could be required to contribute for the plan. If the TMRS minimum required retirement contribution rate exceeds this limit, unless the city takes additional action as permitted under the TMRS Act, it will not be meeting the minimum contribution requirements for its TMRS plan.

Your city's 2011 minimum retirement contribution rate has exceeded the statutory maximum contribution rate limit. The "Stat Max" for your city is **13.50%**. Enclosed is a model ordinance to remove this maximum contribution rate limit.

By adopting this ordinance, your city is agreeing to fund the costs of the pension benefits included in the City's plan.

This ordinance will allow your city to impose its own "limit" on the contribution rate by using its discretion in determining which potential plan improvements to adopt, or not adopt, based on the calculated contribution rate. The TMRS actuary will calculate the cost of future adoptions and valuation studies each year and forward this rate to your City.

With the removal of the statutory rate limit your city's full contribution rate for 2011 will be **14.92%** and the phase-in rate will be **13.77%** (these rates include the cost of Supplemental Death Benefits if adopted by your city).

We would appreciate receiving a copy of this ordinance as soon as possible after adoption. Please fax a copy of the executed ordinance to (512) 476-2903.

If you have any questions or need additional assistance, please do not hesitate to contact me at (800) 924-8677.

Sincerely,

Eric W. Davis
Deputy Executive Director

Enclosure

TMRS
P.O. Box 149153
Austin, Texas 78714-9153

www.TMRS.com

512.476.7577
Toll-Free 800.924.8677
Fax 512.476.5576

TMRS-Stat Max Remove

TEXAS MUNICIPAL RETIREMENT SYSTEM

AN ORDINANCE ELECTING FOR THE CITY TO MAKE CURRENT SERVICE AND PRIOR SERVICE CONTRIBUTIONS TO THE CITY'S ACCOUNT IN THE MUNICIPAL ACCUMULATION FUND OF THE TEXAS MUNICIPAL RETIREMENT SYSTEM AT THE ACTUARIALLY DETERMINED RATE OF TOTAL EMPLOYEE COMPENSATION.

WHEREAS, the City of Tomball (the "City"), is a participating municipality in the Texas Municipal Retirement System (the "System"), and has undertaken to provide certain retirement, death and disability benefits to its employees pursuant to Subtitle G, Title 8, Government Code, (hereinafter, the "TMRS Act"); and

WHEREAS, the City Council desires to authorize funding of such benefits as herein provided; now therefore,

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

Section 1. Pursuant to Section 855.407(g) of the TMRS Act, the City hereby elects to make future normal and prior service contributions to its account in the municipal accumulation fund of the System at such combined rate of the total compensation paid by the City to employees who are members of the System, as the System's actuary shall annually determine as the rate necessary to fund, within the amortization period determined as applicable to the City under the TMRS Act, the costs of all benefits which are or may become chargeable to or are to be paid out of the City's account in said accumulation fund, regardless of other provisions of the TMRS Act limiting the combined rate of City contributions.

Section 2. The provisions of the ordinance shall become effective on the first day of January, 2010.

ATTEST: **APPROVED:**

City Secretary or Clerk

Mayor

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 7, 2010

Topic:

Discussion regarding Council Covenant, City Council Rules and Procedures Ordinance No. 95-03, and Ethics Ordinance No. 93-06

Background:

Origination:

Mayor Fagan

Recommendation:

N/A

Funding:

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

City Secretary

ACTION TAKEN

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

ATTACHMENTS:

City Council Leadership Covenant
Ordinance No. 95-03
Ordinance No. 93-06

City of Tomball

401 Market Street * Tomball, TX 77375 * 281-290-1006 * www.ci.tomball.tx.us

City Council Leadership Covenant

Created June 26, 2009
Adopted July 20, 2009

The Tomball City Council will provide continuity through majority after frank discussions that respect all citizens.

The Tomball City Council will empower residents on boards and commissions to improve the city in areas of needs.

The Tomball City Council will take responsibility for our decisions and actions.

The Tomball City Council will have integrity, be open and available.

The Tomball City Council will maintain political will to do what is right for citizens of Tomball.

Gretchen Fagan, Mayor

Bill Webb, Mayor Pro Tem

David Quinn, Councilman

Mark Stoll, Councilman

Derek Townsend, Sr., Councilman

Warren Driver, Councilman

ORDINANCE NO. 95-03

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING THE CODE OF ORDINANCES BY STRIKING FROM CHAPTER 2, ENTITLED ADMINISTRATION, ALL OF SECTIONS 2-26, 2-27, AND 2-32, AND SUBSTITUTING IN THEIR PLACE NEW SECTIONS 2-26, 2-27, AND 2-32; ADOPTING RULES OF PROCEDURE FOR THE CONDUCT OF CITY COUNCIL MEETINGS, IN ACCORDANCE WITH SECTION 6.13 OF THE CITY CHARTER; DIRECTING PUBLICATION OF THE CAPTION OF THIS ORDINANCE; FINDING THAT THE MEETINGS AT WHICH THIS ORDINANCE IS CONSIDERED ARE OPEN TO THE PUBLIC; PROVIDING FOR INCLUSION OF THIS ORDINANCE AS AN AMENDMENT TO THE CITY'S CODE OF ORDINANCES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES INCONSISTENT OR IN CONFLICT HEREWITH; AND PROVIDING FOR SEVERABILITY.

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

The Code of Ordinances of the City of Tomball, Texas, is hereby amended by striking from Chapter 2, entitled Administration, all of Sections 2-26, 2-27, and 2-32, and substituting in their place new Sections 2-26, 2-27, and 2-32 to provide as follows:

"2.26. Reserved.

"2.27. Reserved.

"2.32. Rules of Procedure Adopted."

Such rules are set out below in the following Sections of this Ordinance, which shall upon adoption be renumbered to conform to the numbering system of the Code.

Section 1. RULES OF PROCEDURE ADOPTED. The following Rules of procedure (the "rules") are adopted by the City Council (the "Council") in accordance with Section 6.13 of the City Charter of the City of Tomball. These rules shall govern all meetings and proceedings of the City Council, the order of business, and the conduct of City Council members and persons in attendance at such meetings.

Additionally, these principles, parliamentary procedures, and rules for citizen participation shall be adhered to by all City Commissions, Boards, and Committees, to the extent such rules of procedure are not inconsistent with the public business to be conducted by such a body.

Section 2. PURPOSE AND GUIDING PRINCIPLES. These rules are simple, and meant to be kept simple. Strict technical rules tend to impede rather than advance the legislative process. Reason, common sense, and cooperation must prevail in the conduct of City business. Dissent and debate are essential and beneficial elements of our system of free and open government, but rules should not be used to hinder the process, however the ultimate outcome is viewed by an individual or group.

Section 3. MEETINGS.

3.1. **Regular Meetings.** In accordance with Section 6.12 of the City Charter, the Council shall conduct regular meetings on the first (1st) and third (3rd) Mondays of each month. Any time a regular meeting date falls on a holiday observed by the City of Tomball, such regular meeting shall be scheduled and held on the next calendar day which is not a holiday observed by the City of Tomball, unless the Council takes action in advance, by resolution or ordinance, to reschedule such meeting.

3.1.1. All regular meetings shall begin promptly at 7:00 p.m. (See Workshop meetings below).

3.1.2. Regular meetings shall be held at the City Hall as required by the Charter.

3.2. **Special Meetings.** In accordance with Section 6.12 of the City Charter additional special meetings may be called upon written request of the Mayor or any three (3) Council members. If a majority of the City Council members at a public meeting request a subsequent special meeting, a special meeting shall be scheduled at the earliest practical time as requested. The Council meeting

minutes reflecting the request to call a special meeting shall also reflect the scheduled date and time of such special meeting.

3.2.1. Special meetings may be called to address and act on matters which should not be delayed until a regular meeting.

3.2.2. Special meetings shall be called to begin promptly at 7:00 p.m., unless circumstances reasonably require a different starting time, in which event the circumstances shall be stated on the meeting agenda.

3.2.3. Except in unusual circumstances, which shall be stated on the meeting agenda, special meetings will be held at the City Hall.

3.3. **Workshop Meetings.** In accordance with Section 6.12 of the City Charter, additional workshop meetings may be called upon written request of the Mayor or any three (3) Council members. If a majority of the City Council members at a public meeting request a subsequent workshop meeting, a workshop meeting shall be scheduled at the earliest practical time as requested. The Council meeting minutes reflecting the request to call a workshop meeting shall also reflect the scheduled date and time of such workshop meeting.

3.3.1. The purpose of workshop meetings is to give Council the opportunity to discuss in depth or explore in detail subjects of interest to the City.

3.3.2. **No action item(s)** shall be placed on the agenda for a workshop meeting.

3.3.3. Workshop meetings shall begin promptly at 5:00 p.m. preceding a regular or special meeting. If circumstances reasonably require a different starting time or a different date, such circumstances shall be stated on the meeting agenda.

3.3.4. As circumstances require, public hearings may be held at workshop meetings for the convenience of the public.

3.3.5. Except in unusual circumstances, which shall be stated on the meeting agenda, workshop meetings will be held at the City Hall.

3.4. **Public Meetings: Executive Sessions.** All meetings of the City Council are open to the public, in compliance with the Texas Open Meetings Act. Further, the City Council may conduct executive sessions in compliance with the Texas Open Meetings Act.

Section 4.0. AGENDA.

4.1. **Items on the Agenda.** An item may be placed on the agenda by the Mayor or City Manager. The City Manager, working in conjunction with the Mayor, will exercise their best judgment in determining what other items of City business should come before the Council. City staff seeking to have an item placed on an agenda shall submit that item to the City Manager's office for approval. If two (2) or more of the City Council members make a request in writing that an agenda item be placed on the agenda for any subsequent meeting, then such item shall be placed on the agenda for discussion and/or action as requested. A City Council member, in accordance with Section 551.042 of the Texas Government Code, may propose an item for inclusion on the agenda for a subsequent meeting, and any deliberation or decision on such item shall be limited to the proposal to place the item on the agenda.

4.2. **Submission of Items and Backup Materials.** Items to be placed on the agenda, including the materials to be distributed to Council in connection with the items, must reach the City Secretary's office at the City Hall before 12:00 o'clock noon on the Wednesday of the week preceding the Council meeting.

4.3. **Packets.** The agenda packets for all Regular Meetings will be available in City Hall after 4:00 P.M. on Thursday preceding the Monday Meetings. This should afford ample time for all Council members to inquire into the nature of each matter to be discussed.

4.4. **Notice to Media.** The City Secretary's office will assume responsibility for issuing to newspapers, radio and television stations, which have requested such notification, a copy of the agenda advising them that the regular meeting will be held on the following night. The City Secretary's office will also assume the responsibility for compliance with the Open Meetings Law.

4.5. **Consideration Limited to Agenda Items.** Except for discussions pertaining to announcements or to requests to have items placed on a subsequent agenda, the Council will restrict consideration only to the item or items on the current agenda.

4.6. **Organization and Order of Agenda.**

4.6.1. Call to Order/Roll Call/Announce that a quorum is present.

4.6.2. Pledge of Allegiance and Invocation.

4.6.3. Public Comments and Receipt of Petitions - citizens desiring to be heard will be given the opportunity. Petitions will be received. (See rules for "Citizen Participation at Meetings" below.)

4.6.4. Reports and Announcements.

4.6.5. Approval of Minutes.

4.6.6. Old Business, by item, discussion/action - Final passage of ordinances and other business pending from a previous Council meeting.

4.6.7. New Business, by item, discussion/action - New ordinances, resolutions, budget amendments and changes, bid openings and bid awards, contracts, policies, and other matters to be considered and/or acted upon.

4.6.7.1. New Business shall include all public bid openings.

4.6.8. Consent Agenda - items requiring little or no discussion. If one or more members of Council desire to remove an item from the consent agenda, such item(s) shall be considered and acted upon separately.

4.6.9. Executive Session.

4.6.10. Final Comments - Mayor and Council.

4.6.11. Adjournment.

Section 5.0. COUNCIL PROCEEDINGS. In accordance with Section 6.13 of the City Charter, four (4) Council members, one of whom may be the Mayor, shall constitute a quorum for the purpose of transaction of business and no action of the Council shall be valid or binding unless adopted by the affirmative vote of three (3) or more members of the Council.

Section 6.0. PARLIAMENTARY PROCEDURE. In all Council meetings the following commonly used rules of parliamentary procedure will be followed. In the event that conflict results in gridlock, and reasonable compromise fails to move the Council forward in the conduct of City business, then Robert's Rules of Order will be followed as necessary.

The rules are as follows:

6.1. **Questions to Contain One Subject**. All questions (motions) submitted for a vote shall contain only one subject. If a question contains two or more points under one subject, any member may require a division, if the question reasonably admits of a division.

6.2. **Main Motion**. A subject is introduced by a main motion. Once seconded, no other topics should be taken up until after the motion is disposed of.

6.3. **Second**. Any motion requires a second or it dies for lack of a second.

6.4. **Motion to Amend**. This motion is used when the intention is to change, add, or omit some part of a main motion. This motion is debatable and requires a majority vote of the members present for passage. A motion to amend is not amendable. First a vote is held on the motion to amend. If that vote is affirmative, the second vote is held on the main motion as amended.

6.5. **Motion to Table or Postpone to a Certain Time**. This motion would require that consideration of a main motion be delayed until a certain, stated time - for, among other reasons, to

obtain more information. A future date certain should be set when the subject would be considered. This motion is debatable and requires a majority vote of the members present for passage.

6.6. **Motion to Table Indefinitely**. This motion postpones consideration of the main motion in such a way that the issue being discussed may be taken up at an unspecified, later date when a majority of the members present vote to "call it from the table." This motion is not debatable and requires a majority vote of the members present for passage.

6.7. **Motion to Move the Question or Call the Question**. This motion is made to end discussion that has become lengthy or repetitious. When seconded, the presiding officer immediately moves or calls the vote on the question of closing the discussion. This motion is not debatable and requires a majority vote of the members present for passage.

6.8. **Motion to Reconsider**. A vote may be reconsidered during the same meeting on motion made by a member who voted on the prevailing (winning) side of the issue. This motion is debatable and requires a majority vote of the members present for passage. First a vote is held on the motion to reconsider. If that vote is affirmative, the second vote is held on the issue to be reconsidered.

6.9. **Reconsideration of a Subject when Defeated**. When an ordinance, resolution, motion, or other measure has been placed on the agenda, voted on, and defeated, the same question shall not again be placed on the agenda for a subsequent meeting to be considered by the Council until a lapse of ninety (90) days, unless a majority of Council present vote, at a public meeting, that the question be placed on the agenda of a subsequent meeting, stating the date.

6.10. **Suspension of Rules: Order of Agenda**. Consistent with State law and the City Charter, any one or all of these rules of procedure may be suspended in order to allow a particular consideration of a subject or matter, provided a majority of the members present vote in favor of

such suspension; provided further, the order of business on the agenda may also be suspended by such a majority vote. This motion is debatable.

6.11. **Vote**. The presiding officer shall call for a vote by requesting "all in favor say aye" and "all opposed say nay." The presiding officer or any other member may request a roll call vote at any time, including immediately after a voice vote. Except for the "majority vote of the members present" provided for in applying these procedural rules, any action by Council shall require the affirmative vote of three (3) or more members of the Council (the Mayor has a binding vote only in the case of a tie), in accordance with Section 6.13 of the City Charter. A Council member shall state the reason for an abstaining vote, in accordance with Section 6.13 of the City Charter.

6.12. **Frivolous or Delaying Motions.** The presiding officer shall not entertain any motion which is frivolous or clearly made for the purpose of delay. In the event a conflict develops, any member may call for a vote (majority of the members present) to consider the matter or to move along.

6.13. **Point of Order.** A point of order can be raised at any time and supersedes any issue being discussed at the time. A member who believes the rules are not being followed may use this mechanism to call attention to the problem. The presiding officer must rule on the point of order before proceeding.

6.14. **Questions and Inquiries**. A member may ask about correct procedures, ask for facts, ask to speed things along, for a recess for comfort and convenience, or other relevant questions and inquires. The presiding officer responds to the question or refers it to the proper person.

6.15. **Limit Debate.** The Council may agree to limit debate on any subject before it is discussed or debated. The agreement should be formalized by majority vote of the members present.

6.16. **Recessed Meetings**. Recessing a meeting is not a favored practice. However, if circumstances require, any meeting of the council may be recessed to a later time, provided that no

recess shall be for a longer period than until the next scheduled meeting. Prior to the recess the presiding officer shall announce the time, date, and subject(s) of the meeting to be reconvened. A new agenda shall be posted for the reconvened meeting, making clear reference to the recessed meeting. The presiding officer may declare the meeting recessed without waiting for a motion. A member may move to recess under the same conditions. When the meeting is recessed, the meeting is immediately halted. The motion by a member is not debatable and a majority vote of the members present is required for passage.

6.17. **Motion to Adjourn**. If the time set for adjournment has arrived or if there is no further business, the presiding officer may declare the meeting recessed without waiting for a motion. A member may move to recess under the same conditions. When the meeting is recessed, the meeting is immediately halted. The motion by a member is not debatable and a majority vote of the members present is required for passage.

6.18. **Procedural Summary**. The following summary of these procedural rules is included for ease of reference. In the event of an interpretation conflict between this summary and the narrative provisions of these procedural rules, the narrative procedural rules shall control.

MOTION	DEBATABLE	AMENDABLE	MAJORITY VOTE OF MEMBERS PRESENT
Main Motion	yes	yes	yes
Motion to amend	yes	no	yes
To a certain time	yes	yes	yes
Table indefinitely	no	no	yes
Move or call question	no	no	yes
Reconsider	yes	yes	yes
Suspend Rules	yes	yes	yes

Point of Order	no	no	(Presiding Officer)
Limit Debate	yes	yes	yes
Recess	no	no	yes
Adjourn	no	no	yes

Section 7.0. CITY COUNCIL MEMBERS DECORUM AND DEBATE. When a measure is presented for consideration to the Council, the presiding officer shall recognize the appropriate individual to present the matter. When two (2) or more members wish to speak, the presiding officer shall name the member who is to speak first. No member of the Council shall interrupt another while speaking, except to make a point of order. The presiding officer shall not be obligated to recognize any Council member for a second comment on the subject or amendment until every Council member wishing to speak has been allowed a first comment. Council members shall also have the right to yield the floor to another member.

Council members should not indulge in personal attacks, use personally offensive language, arraign motives of Council members or staff, charge deliberate misrepresentation, or use language tending to hold a member of the City Council or staff up to contempt.

If a member is transgressing the rules of the Council, the presiding officer shall, or any Council member may, call him/her to order, in which case he/she shall immediately be quiet unless permitted to explain. The Council shall, if appealed to, decide the matter by majority vote of the members present without debate. If the decision is in favor of the member called to order, he/she shall then be at liberty to proceed, but not otherwise, in compliance with these rules.

Section 8. DUTIES OF MAYOR OR PRESIDING OFFICER. At all meetings it is the responsibility of the presiding officer to use the rules of procedure appropriately so that good order and reasonable decorum are maintained and the business of the meeting goes forward. The presiding officer's duties include:

1. calling the meeting to order at the time set.
2. following the agenda and clarifying to the members what is being voted on at all times.
3. ensuring that the rules and procedures for the conduct of meetings are followed.
4. dealing firmly with whispers, commotion, disruptions, and frivolous motions.
5. ensuring that debate is confined to the merits of the question and that personal comments are avoided.
6. ensuring that the rules for citizen participation are followed.
7. remaining calm and dealing fairly with all sides of an issue, regardless of personal opinion.
8. ensuring that City business is handled expeditiously during Council meetings.

Section 9.0. CITIZENS' PARTICIPATION AT MEETINGS.

9.1. **Rules for Speakers.**

9.1.1. **Recognition**. Citizens will be allowed to speak at a meeting; however, before a member of the public may address City Council or speak at a meeting, the presiding officer must first recognize the member of the public who wishes to speak and announce that the person may proceed.

9.1.2. **Time Limit**. The presiding officer, or the City Council by majority vote of the Council members present, may set a reasonable time limit for any citizen or person in attendance who desires to address the council or speak at a meeting.

9.1.3. **Identification**. All members of the public speaking before Council shall preface their statements with their name and home address for the record.

9.1.4. **Speaking from the podium**. All speakers must come to the podium, unless the presiding officer permits speakers to make their statements from their seat in the meeting room.

9.1.5. **Spokesperson**. Speakers with similar or common interests are encouraged to select someone to act as a spokesperson in order to move the proceedings along. The presiding officer may urge the implementation of this rule at any time.

9.1.6. **Public Comments and Receipt of Petitions: Public Hearings**. Any person desiring to be heard by the City Council on any matter shall be heard during that part of the meeting reserved for public comments and receipt of petitions, or as scheduled for a public hearing.

9.1.7. **Scheduled Speakers**. Speakers may request, in writing, an opportunity to be placed on the agenda to speak at a meeting concerning a specific matter, as identified in their written request. Written requests to be placed on the agenda to speak must be delivered to the City Secretary, or the City Secretary's designee, by 12:00 o'clock noon on Wednesday of the week preceding the regular, special, or workshop meeting of the City Council. In the event that the number of speakers who request to be scheduled on the agenda indicates that the comments will be lengthy or repetitious, the presiding officer may schedule such matter for a public hearing or make other appropriate arrangements to ensure that the conduct of the City's business is not unduly impeded.

9.1.8. **Speaking During Consideration of Agenda Items**. The presiding officer at his or her own discretion, or by majority vote of the Council members

present, may recognize a person or persons in attendance and allow such person(s) to speak prior to consideration and discussion of an agenda item by the City Council. Any further discussion of the same matter shall likewise be at the discretion of the presiding officer, or by majority vote of Council members present.

9.1.9. **Rules Not to Restrict the City**. These rules for speakers will not be construed or applied in such a manner that they restrict the ability of the Mayor, or the City Council by majority vote of the members present, to reasonably limit or expand the debate and discussion of any item, when necessary in the City's best interest.

Section 10.0. PUBLICATION; EFFECTIVE DATE; OPEN MEETINGS. The City Secretary of the City of Tomball, Texas, is hereby directed to publish this Ordinance in the official newspaper of the City of Tomball, Texas, in compliance with the provisions of Section 6.14(A) of the City Charter, which publication shall be sufficient if it contains the caption of this Ordinance. This Ordinance shall be effective upon passage as provided by the City Charter and after the publication requirement of the City Charter is satisfied.

It is found and determined that the meetings at which this Ordinance was considered were open to the public, as required by Chapter 551 of the Texas Government Code, and that advance public notice of the time, place, and purpose of the meetings was given.

Section 11.0. REPEAL. All ordinances or parts of ordinances inconsistent or in conflict herewith, are, to the extent of such inconsistency or conflict, hereby repealed.

Section 12.0. SEVERABILITY. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not

affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF MARCH, 1995.

COUNCILMAN FORD	ABSTAIN
COUNCILMAN MATHESON	AYE
COUNCILMAN OLDHAM	AYE
COUNCILMAN WILEY	AYE
COUNCILMAN WOOD	AYE

SECOND READING:

READ, PASSED, APPROVED, AND ADOPTED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 20TH DAY OF MARCH, 1995.

COUNCILMAN FORD	NAY
COUNCILMAN MATHESON	AYE
COUNCILMAN OLDHAM	AYE
COUNCILMAN WILEY	AYE
COUNCILMAN WOOD	NAY

PASSED, APPROVED, AND ADOPTED this 20TH day of MARCH 1995.

(signed) H. G. Harrington
H. G. HARRINGTON, Mayor

ATTEST:

(signed) Mary Reagan
MARY REAGAN, City Secretary

APPROVED AS TO FORM:

(signed) Mario L. Dell'Osso
MARIO L. DELL'OSSO
Olson & Olson
Attorneys for the City of Tomball

{3/20/95}

ORDINANCE NO. 93-06

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING THE CODE OF ORDINANCES BY ADDING A NEW ARTICLE III, DIVISION 4, TO CHAPTER 2 OF THE CODE TO ESTABLISH A CODE OF ETHICS FOR CITY OFFICERS AND EMPLOYEES; CONTAINING DEFINITIONS; PROVIDING A PENALTY IN AN AMOUNT OF $500 PER OFFENSE, OR AS PROVIDED BY STATE LAW; DIRECTING PUBLICATION OF THE CAPTION OF THIS ORDINANCE; FINDING THAT THE MEETINGS AT WHICH THIS ORDINANCE IS CONSIDERED ARE OPEN TO THE PUBLIC; PROVIDING FOR SEVERABILITY AND THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING OTHER DETAILS RELATING TO THE PASSAGE OF THIS ORDINANCE.

* * * * * * *

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

Section 1.0. That Chapter 2 of the Code of Ordinances of the City of Tomball, Texas, is hereby amended by adding a new Article III, Division 4, which provides as follows, an which shall be renumbered to conform to the numbering system of such Code:

"CODE OF ETHICS OF THE CITY OF TOMBALL, TEXAS"

1.0. Declaration of Policy.

It is hereby determined by the City Council of the City of Tomball, Texas, that the proper operation of government requires that public officers and employees be independent and impartial; that the government's decisions and policies be made within the proper channels of the governmental structure; that a public office not be used for personal gain; and that the public have confidence in the integrity of its government and its governmental officials.

The purpose of this Code is to enumerate existing state laws which regulate the conduct and activities of City officers and employees, and to promulgate such additional minimum standards as are deemed necessary and appropriate to assure the faithful and impartial administration of the City's government.

2.0. Definitions.

For the purposes of this Code of Ethics the following words, terms, and phrases shall have the meanings ascribed thereto:

2.01. **City Employee.** Any person employed by the City, including those individuals employed on a part-time basis.

2.02. **City Officer.** The Mayor, members of the City Council, the City Manager, City Secretary, Municipal Court Judge and Clerk, Alternate Judges, and Substitute Judges, and each member and alternate member of all of the City Boards, Commissions, and Committees.

2.03. **City Official.** A City officer or City employee.

3.0. Ethical Principals.

The following Code of Ethics for all City officers and employees is adopted. To further the objectives of this Code of Ethics, certain ethical principles shall govern the conduct of every officer or employee, who shall:

1. Be dedicated to the highest ideals of honor and integrity in all public and personal relationships in order to merit the respect and confidence of the citizens of Tomball;

2. Recognize that the chief function of local government at all times is to serve the best interests of all of the people;

3. Be dedicated to public service by being cooperative and constructive, and by making the best and most efficient use of available resources;

4. Refrain from any activity or action that may hinder one's ability to be objective and impartial on any matter coming before the Council or the City. Do not seek or accept gifts or special favors; believe that personal gain by use of confidential information or by misuse of public funds or time is dishonest;

5. Recognize that public and political policy decisions, based on established values, are ultimately the responsibility of the City and City Council; and

6. Conduct business in open, duly noticed meetings in order to be directly accountable to the citizens of Tomball. It is recognized that certain exceptions are made by the State for executive sessions; however, any

action as a result of that type of meeting will be handled later in open session.

4.0. Standards of Conduct.

In order to more fully effectuate the policy declared in this Code of Ethics, to assure that all City officials act and conduct themselves both inside and outside the City's service so as to give no occasion for distrust of their integrity, and to avoid even the appearance of impropriety by any City official, the following standards of conduct are adopted.

4.01. Grant of Special Consideration.

No City official shall grant any special consideration, treatment, or advantage to any citizen, individual, business organization, or group beyond that which is normally available to every other citizen, individual, business organization, or group. This shall not prevent special considerations authorized and granted by the City Council for the purpose of creating incentives necessary to secure or retain employees.

4.02. Appearances on Behalf of Private Interests.

No City official shall represent or appear on behalf of private interests of others before any agency of the City, or any City board, commission, committee, or City Council concerning any case, project, or matter over which the official exercises discretionary authority, nor shall a City official represent any private interest of others in any action or proceeding involving the City, nor voluntarily participate on behalf of others in any litigation to which the City is a party.

4.03. Appearances by Past Officials.

No City official, holding a position which involves decision-making, advisory, or supervisory responsibility, shall, within twelve (12) months following the end of service with the City, represent or appear on behalf of private interests of others before the City or any agency thereof concerning any case, project, or matter over which the official has exercised discretionary authority.

4.04. Securing Special Privileges.

No City official shall use his official position to secure special privilege or exemption for himself or others.

4.05. Gifts.

No City official shall accept or solicit any gift or favor that could reasonably tend to influence that individual in the discharge of official duties or that the official knows or should know has been offered with the intent to influence or reward official conduct.

4.06. Disclosure or Use of Confidential Information.

No City official shall disclose any confidential information gained by reason of his office or employment with the City, concerning any property, operation, policy, or affair of the City, or use such confidential information to advance any personal interest, financial or otherwise, of such official or others.

4.07. Incompatible Outside Activities.

No City official shall engage in any outside activity which will conflict with, or be incompatible with, the City office or employment.

4.08. Incompatible Employment.

No City official shall accept outside employment which is incompatible with the full and proper discharge of his or her duties and responsibilities with the City, or which might impair his or her independent judgment in the performance of his or her public duty.

4.09. Use of City Property for Personal Use.

No City official shall use City supplies, equipment, vehicles, or facilities for any purpose other than the conduct of official City business, unless otherwise specifically provided for by law, ordinance, or City policy.

5.0. State Laws Governing Conduct.

5.01. Conflicts of Interest.

5.01.01. Pursuant to §171.001 et seq., Texas Local Government Code, a local public official having a substantial interest in a business entity or piece of real property must file, before any vote or decision is made on any matter affecting the business entity or real property, an affidavit stating the nature and extent of the interest. The official must file the affidavit with the City Secretary, and is required to abstain from any further participation in the matter if (1) the

proposed action would have a special economic effect on the business entity that is distinguishable from the effect on the public, or (2) it is reasonably foreseeable that the action would have a special economic effect on the value of the real property which is distinguishable from its effect on the public. An exception to the abstention rule is provided in cases where a majority of members of the entity are likewise required to and do file affidavits.

5.01.02. A substantial interest in a business entity exists when the official (1) owns ten percent (10%) or more of the voting stock or shares of the business entity, or (2) owns ten percent (10%) or more or $5,000 or more of the fair market value of the business entity, or (3) has received from the business entity funds which exceed ten percent (10%) of the official's gross income for the prior year.

5.01.03. A substantial interest in real property exists when the official has an equitable or legal interest in such property which has a fair market value of $2,500 or more.

5.01.04. A local public official means a member of the City Council or other official of the City, paid or unpaid, who exercises responsibilities which are more than advisory only. A business entity means any entity recognized by law.

5.01.05. It is an offense for a local public official to act as a surety for a business entity that is contracting the with the City, or to act as a surety on any official bond required of an officer of the City. §171.003.

5.01.06. A local public official is considered to have a substantial interest if a person related to the official in the first degree by consanguinity or affinity has a substantial interest. §171.002(c).

5.01.07. The provisions of §171.001 et seq., are IN ADDITION to any other municipal charter provisions or municipal ordinances defining and prohibiting conflicts of interest.

5.02. Bribery.

It is unlawful for a City official to accept or agree to accept (1) any benefit as consideration for a decision, opinion, recommendation, vote, or other exercise of discretion as a public servant or (2) any benefit as consideration for a decision, vote, recommendation, or other exercise of official discretion in a judicial or

administrative proceeding, or (3) any benefit as consideration for a violation of a duty imposed by law on a public servant. §36.02, Penal Code.

5.03. Gifts to Public Servants.

5.03.01. It is unlawful for a City official to solicit, accept, or agree to accept any benefit from a person the official knows is subject to regulation, inspection, or investigation by the official or the City. §36.08(a), Penal Code.

5.03.02. In the event of litigation involving the City, it is unlawful for any City official to solicit, accept, or agree to accept any benefit from a person against whom the official knows litigation is pending or contemplated by the official or the City. §36.08(c), Penal Code.

5.03.03. It is unlawful for a City official who exercises discretion in connection with contracts, purchases, payments, claims, or other pecuniary transactions of government to solicit, accept, or agree to accept any benefit from a person the official knows is interested in or likely to become interested in any contract, purchase, payment, claim, or transaction involving the exercise of his discretion. §36.08(d), Penal Code.

5.03.04 It is unlawful for a City official who has judicial or administrative authority, is employed by or in a tribunal having judicial or administrative authority, or who participates in the enforcement of the tribunal's decision, to solicit, accept, or agree to accept any benefit from a person the official knows is interested in or likely to become interested in any matter before the official or tribunal. §36.08(e), Penal Code.

5.03.05. Exceptions to Gifts to Public Servants.

The provisions of §36.08, Penal Code, described above, do not apply to (1) fees prescribed by law to be received by the public official or any other benefit to which the official is lawfully entitled and for which the official has given legitimate consideration; (2) gifts or other benefits conferred on account of kinship or personal, professional, or business relationships independent of the official's status with the City; (3) certain honorariums in consideration of legitimate services; (4) benefits consisting of food, lodging, transportation, or entertainment accepted as a guest and reported as required by law; or (5) benefits for which statements must be filed

pursuant to §251.001 and §251.012, Texas Election Code, if the benefit and source of any benefit exceeding fifty dollars ($50.00) is reported and the benefit is used solely to defray expenses which accrue in the performance of duties or activities in connection with office which are nonreimbursable by the City. §36.10, Penal Code.

5.04. Tampering with Governmental Records.

It is unlawful for any person to knowingly make a false entry in, or false alteration of, a governmental record, or to make, present, or use any record, document, or thing with knowledge of its falsity with the intent that it be taken as a genuine governmental record, or to intentionally destroy, conceal, remove, or otherwise impair the verity, legibility, or availability of a governmental record. §36.10, Penal Code.

5.05. Impersonating Public Servant.

It is unlawful for any person to impersonate a City official with intent to induce another to submit to his pretended official authority or to rely on his pretended official acts. §37.11, Penal Code.

5.06. Misuse of Official Information.

It is unlawful for a City official, in reliance on information to which he has access as a result of his office and which has not been made public, to acquire or aid another in acquiring a pecuniary interest in any property, transaction, or enterprise that may be affected by the information or to speculate or aid another in speculating on the basis of the information. §39.03, Penal Code.

5.07. Disrupting Meeting or Procession.

It is unlawful for any person, with intent to prevent or disrupt a lawful meeting, to obstruct or interfere with the meeting by physical action or verbal utterance. §42.05, Penal Code.

5.08. Official Oppression.

It is unlawful for a City official to intentionally subject another to mistreatment or to arrest, detention, search, seizure, dispossession, assessment, or lien that he knows is unlawful, to intentionally deny or impede another in the exercise or enjoyment of any right, privilege, power, or immunity, knowing his conduct is unlawful, or to intentionally subject another to sexual harassment. §39.02, Penal Code.

5.09. Official Misconduct.

It is unlawful for a City official, with intent to obtain a benefit or with intent to harm another, to intentionally or knowingly violate a law relating to his office or employment or to misapply any thing of value belonging to the government that has come into his custody or possession by virtue of his office of employment. §39.01, Penal Code.

5.10. Nepotism.

It is unlawful for any City official to appoint, or vote for the appointment, to any office, employment or duty, of any person related within the second degree by affinity or within the third degree by consanguinity to the person so appointing or so voting, or to any other member of a board or governing body to which the person so voting or appointing may be a member, when the salary, fees, or compensation of such appointee is to be paid out of public funds. An exception is provided for persons who have been continuously employed in such office, employment or duty for the following periods prior to the election or appointment, as applicable, of the officer or member related to such employee in the prohibited degree: (1) at least thirty (30) days, if the officer or member is appointed, or (2) at least six (6) months, if the officer or member is elected.

When a person is allowed to continue in an office, position, or duty because of an exception above, the officer who is related to such person in the prohibited degree shall not participate in the deliberation or voting upon the appointment, reappointment, employment, confirmation, reemployment, change in status, compensation, or dismissal of such person, if such action applies only to such person and is not taken with respect to a bona fide class or category of employees. Art. 5996a, Tex. Rev. Civ. Stat. Ann.

5.11. Disclosure of Interest in Property.

It is unlawful for a City official, or a person elected, appointed, or employed as a City official but for which office such person has not yet qualified, to fail to make public disclosure of any legal or equitable interest he may have in property which is acquired with public funds, provided such official has actual notice of the acquisition or intended acquisition. The public disclosure required is the filing of an affidavit with the county clerks of all counties in which the property is located and wherein the official resides at least ten (10) days prior to the acquisition. Article 6252-9e, Tex. Rev. Cit. Stat. Ann.

6.0. Violations.

6.01. Any person violating any standard contained in Article 4.0 above shall be deemed guilty of a misdemeanor and, upon conviction thereof shall be fined in an amount not to exceed $500. Each day of violation shall constitute a separate offense.

6.02. Penalties for violations of conduct described in Article 5.0 above are as set forth in the applicable statutory provision."

Section 7.0. Publication; Effective Date; Open Meetings.

The City Secretary of the City of Tomball, Texas, is hereby directed to publish this Ordinance in the official newspaper of the City of Tomball, Texas, in compliance with the provisions of Section 6.14(A) of the City Charter, which publication shall be sufficient if it contains the caption of this Ordinance. This Ordinance shall be effective after the publication requirement of the City Charter is satisfied.

It is found and determined that the meetings at which this Ordinance was considered were open to the public, as required by Article 6252-17, V.A.T.C.S., and that advance public notice of the time, place, and purpose of the meetings was given.

Section 8.0. Severability. 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 and held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional, and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 9.0. Rights and Remedies; Repeal; Code of Ordinances.

All rights and remedies which have accrued in favor of the City under this chapter and its amendments shall be and are preserved for the benefit of the City.

All ordinances in force when this Ordinance becomes effective and which ordinances are inconsistent herewith or in conflict with this Ordinance are hereby repealed, insofar as said ordinances are inconsistent or in conflict with this Ordinance.

The provisions of this Ordinance shall be included and incorporated as an amendment to the Code of Ordinances of the City of Tomball, Texas, and shall be appropriately renumbered to conform to the uniform numbering system of the Code.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 3rd DAY OF May, 1993.

COUNCILMAN FORD	AYE
COUNCILMAN WILEY	AYE
COUNCILMAN MATHESON	AYE
COUNCILMAN OLDHAM	AYE
COUNCILMAN WOOD	AYE

SECOND READING:

READ, PASSED, APPROVED, AND ADOPTED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 17th DAY OF May, 1993.

COUNCILMAN FORD	AYE
COUNCILMAN WILEY	AYE
COUNCILMAN MATHESON	ABSENT
COUNCILMAN OLDHAM	AYE
COUNCILMAN WOOD	AYE

[signed] H. G. Harrington
H. G. (Hap) Harrington

ATTEST:

[signed] Mary Reagan
Mary Reagan, City Secretary

APPROVED AS TO FORM:

[signed] Mario L. Dell'Osso
Mario L. Dell'Osso
Olson & Olson
Attorneys for the City of Tomball

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 7, 2010

Topic:

Appoint Member to Fill Vacancy and Complete Unexpired Term on Planning and Zoning Commission

Background:

On August 14, 2010, Preston Dodson was elected to Council Position 5, resulting in his automatic resignation from the Planning and Zoning Commission.

Council is asked to make an appointment to Councilman Dodson's vacated position on the Planning and Zoning Commission; the term of this position will expire June 1, 2012.

The following individuals (shown in alphabetical order) have expressed an interest in serving on the Planning and Zoning Commission and have applications on file:

Richard Bruce (currently serving as an Alternate on the BOA)
John Dillon (currently serving on the ESD #8 Board)
April Gray (currently serving as an Alternate on the BOA)
Mary Harvey
Billy Hemby (currently serving as an Alternate on the BOA)
James Kendler
Roy P. Lackey
Judith Wilson.

I would like to recommend the appointment of Mary Harvey to this unexpired term. Nominations from Council will also be received.

Copies of applications from those interested in serving on the P&Z Commission are attached for your consideration.

Origination:

Mayor Fagan

Recommendation:

N/A

Funding:

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

Doris Speer, City Secretary

ACTION TAKEN

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

ATTACHMENTS:

Richard Bruce - Application for P&Z
John Dillon - Application for P&Z
April Gray - Application for P&Z
Mary Harvey - Application for P&Z
Billy Hemby - Application for P&Z
James Kendler - Application for P&Z
Roy Lackey - Application for P&Z
Judith Wilson - Application for P&Z

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings (typically, three meetings) in any twelve consecutive months or absent from more than three consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2010 will expire in 2012.

Please Type of Print Clearly:

Date: 1/25/00

Name: Dea R Bruce

Phone: 281 357 0860 (Home)

Address: 14231 Spring Pines Dr.

Phone: 281 382 8806 (Work)

City/State/Zip: Tomball TX 77375

Email: brucer-1@prodigy.net

I have lived in Tomball 5 years. I am ✓ am not ___ a U.S. Citizen

Occupation: Retired Educator;

Professional and/or Community Activities: Home owner Association President; Teach Bible Classes

Additional Pertinent Information/References: Travel 2-3 times a year, Norm / Martha Huebner, Randy Parr, Mark Stoll, David Quinn

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
(✓) Planning & Zoning Commission	Second Monday each month, 6 p.m.
(✓) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
(✓) Tomball Economic Development Corporation	Fourth Tuesday of the Second Month of Each Quarter, 5:30 p.m. (special meetings may be called)
(✓) Tomball Hospital Board	Fourth Wednesday each month, 4 p.m.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Dean Bruce

Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type of Print Clearly:

Date: 01/26/2010

Name: JOHN. P. DILLON

Phone: 281-351-2921

Address: 14166 TURNERVIVE

Phone: 713-755-7405 (Home)

City/State/Zip: TOMBALL TX 77375

CELL 281-610-1133 (Work)

Email: JOHNP DILLON76@YAHOO.COM

I have lived in Tomball 18 years. I am ✓ am not____ a U.S. Citizen

Occupation: DEPUTY SHERIFF

Professional and/or Community Activities: COMMISSIONER ESD 8

Additional Pertinent Information/References: TRUSTEE AT CHURCH
FINANCE COMMITTEE AT CHURCH
LAY REPRESENTIVE AT STATE CONFERENCE AT CHURCH
ROSE HILL UNITED METHODIST.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
1 (✓) Planning & Zoning Commission	Second Monday each month, 6 p.m.
3 (✓) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
2 (✓) Tomball Economic Development Corporation	Fourth Tuesday of the Second Month of Each Quarter, 5:30 p.m. (special meetings may be called)
( ) Tomball Hospital Board	Fourth Wednesday each month, 4 p.m.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

CITY OF TOMBALL

2009
APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. 2009 applications expire on December 31, 2009; a new application will be required in 2010.

Please Type of Print Clearly:

Date: 4-5-09

Name: April Gray

Phone: 281-255-8515 (Home)

Address: 704 Percival Street

Phone: 281-899-4602 (Work)

Email: AprilGray@Comcast.Net

I have lived in Tomball 25 years. I am X am not ___ a U.S. Citizen

Occupation: Regulatory Specialist for a company that designs, Constructs & Installs Offshore Platforms.

Professional and/or Community Activities: Public Access Board (Inactive Board) Charter Review Comission - Both for City of Tomball

Additional Pertinent Information/References: I Attached my Resumé which Details my Proffessional Experience

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for one year.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
(3) Planning & Zoning Commission	Second Monday each month, 6 p.m.
(4) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
(1) Tomball Economic Development Corporation	First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)
(2) Tomball Hospital Board	Fourth Wednesday each month, 4 p.m.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

April D. Sharp

Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

APRIL D. GRAY

704 Percival St. **(281) 255-8515**
Tomball, Texas 77375 **Email: AprilGray@Comcast.net**

Objective: Key position involving Regulatory activities for Gulf of Mexico and international projects for the Oil & Gas / Energy industry.

Overview: Accomplished professional with over twenty years experience and proven performance in providing a full range of support services in Project Regulatory, Client Support, Finance, General Operations and Administration. Extensive oil & gas data, engineering and manufacturing background.

Professional Experience:

SBM Atlantia – SBM Offshore Group, Houston, Texas **2003 to Present**
SBM Atlantia is an integrated provider for engineering, procurement, construction and installation of 'complete floating production solutions' for the deepwater market.

Regulatory Administrator/Specialist
Manage a regulatory team of 4 specialist on a variety of projects from FPSO conversions to Semi-Submersibles and TLPs. Created department workflows and systems to ensure proper processing and retrieval of regulatory data. Corporate representative on offshore projects to ABS, USCG and MMS. Coordinate, monitor and track submittals to ABS, USCG and MMS. Fluent in the use of ABS' Plan Approval System (O2E). Guide engineers on regulatory issues for GoM offshore projects from Kick-Off to completion.

- Developed a regulatory submittal system to reduce time and cost on class approvals.
- Currently scheduled to complete Thunder Hawk Project at a quarter million under regulatory budget.
- Involved in the regulatory process on seven successful GoM Projects and several international projects.

IHS ENERGY GROUP, Houston, Texas **1996 to 2002**
Largest provider of petroleum data, software and consulting services both domestically and worldwide.

Client Support Specialist – Worldwide Support & Training (2001 – 2002)
Provided effective and efficient front line support of domestic products and data to users and major petroleum corporations. Requests were received by on site visit, phone, email and industry networking. Represented the company's support functions, including product training, on site at client locations throughout Texas, Oklahoma and Louisiana.

- Developed an excellent reputation and improved client support efforts within the largest clients.
- Identified under used products and promoted them on site to achieve increased sales.
- Became a patient teacher to the most difficult and technologically challenged users.

Senior Staff Administrator – Int'l Economics & Consulting (1998 – 2001)
Administrator to the President and a staff of 40 economists, engineers, analysts, researchers and editors. Produced department/product line budgets, tracked revenue and expenses, handled accounting functions and provided P/L reports. Organized and promoted public relations for my department to clients throughout the worldwide community. Created presentation productions for use in training, seminars and industry specific conferences.

Administrative Assistant – Economics Software & Consulting (1996 – 1998)
Administrative support to the Vice President and a staff of 8 economists, petroleum engineers, risk analysts and software programmers. Responsible for manufacture and distribution of copyrighted economics evaluation and estimation software packages. Maintained inventory of all software packages and published products. Produced company wide client billing. Performed informational research and maintained an in-house library.

- Restructured registered user, client and subscriber databases into a flexible tool.
- Improved the client billing procedure by creating a more automated system.

OCEANEERING INT'L / OIL INDUSTRY ENGINEERING, Houston, Texas **1990 to 1996**
Oceaneering is an advance applied technology company that provides engineered services and hardware to customers that operate in marine, space and other harsh environments.

Controller – Oceaneering Intervention Engineering (1994 – 1996)
Managed a staff of three accounting professionals. Key contributor in obtaining company ISO 9001 Certification and sale of the company to Oceaneering. Produced and maintained corporate financial reports. Expanded on financial information and produced projections for corporate executives. Conducted corporate business with all taxing authorities on a federal, state, and local level. Responsible for obtaining and administering all necessary insurance required for manufacturing facilities and operations. Responsible for all corporate banking transactions including negotiations for procurement and operating capital with bankers and other financial professionals. Produced fiscal year corporate budgets.

- Restructured cash flow to meet scheduled payments to vendors and employees. Improving relations and corporate credit ratings and abilities.
- Arranged, coordinated and completed property acquisitions and procurement of operating capital.
- Key contributor of financial data and presentation material for a major corporate acquisition. Directed corporate consolidation and changeover operations.

General Operations/Engineering Support – Oil Industry Engineering (1992 –1993)
Heavily involved in and familiar with all facets of manufacturing operations from sales, engineering, procurement, assembly and final product shipping. Directly oversee maintenance of plant, buildings, and equipment. Ability to read machine and assembly drawings as necessary for procurement and preliminary inspection of machined parts. Developed and administered Employee Safety Program.

- Held key position in manufacturing operations under ISO 9000 quality assurance program and procedures.

Senior Administrator/Project Administrator – Oil Industry Engineering (1991 –1992)
Senior Administrator to the President & Vice President. Handled all personnel records and reporting. Created presentation material for corporate meetings and investors. Represented and acted on the corporations behalf in various legal matters such as patents, contracts and other activities. Produced, managed and updated the Corporate Book in accordance with the by-laws of The State of Texas. Compiled information for special projects and produced detailed presentation quality reports. Upgraded, implemented and controlled a building security system. Scheduled and supervised property and equipment maintenance, repair and upgrading.

- Processed two corporate product patents.
- Compiled and produced a presentation on the corporate financial history.

Accounting/Purchasing – Oil Industry Engineering (1990 –1991)
Established financial accounting, reporting and planning functions. Responsible for directing the company's purchasing functions, including procurement of materials, services and capital equipment.

- Reestablished the purchasing department during a corporate restructure.
- Integrated purchasing, shipping/receiving and accounting departments.

Technical Skills:

Industry specific software – ABS' O2E system / SafeHull, P2000, PI/Dwight's Well and Production Data (CD and Online), Powertools, Probe, Edin, Edge, Data Visualizer, Drilling Wire and ArcView.
General software and operating systems – Microsoft Office (Word, Excel, Access and PowerPoint). All word processing and spreadsheet programs. JD Edwards, PeachTree and other accounting programs. Database and utility programs. Windows 95/98/00/NT and XP.

Education:

2002	University of Tulsa – Petroleum Engineering for Non-Engineers
2001	University of Tulsa – Basis Petroleum Geology for the Non-Geologist
2001	Hilton Computer Strategies – Transact SQL course
1999	Houston Fire Department – High Rise Fire and Emergency Training
1983	Department of Aviation, City of Houston - Airport Emergency Operations.

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type of Print Clearly: **Date:** 5-7-2010

Name: Mary Harvey **Phone:** 7135825139 (Home)

Address: 405 S. Walnut **Phone:** 2813518903 (Work)

City/State/Zip: Tomball, TX 77375

Email: grannyskorner tomball@hotmail.com

I have lived in Tomball 15 **years.** **I am** ✓ **am not**___ **a U.S. Citizen**

Occupation: Own Antique Business

Professional and/or Community Activities: Rotary Board, Chamber Board, City Council, ESD 8, EMS, Planning Comm, TBA President, Citizen of the year

Additional Pertinent Information/References: Worked in Electrical Construction for 25 years in Administration

I feel I could be an asset to P&Z since I have extensive experience in this field.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
1 (✓) Planning & Zoning Commission	Second Monday each month, 6 p.m.
4 (✓) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
3 (✓) Tomball Economic Development Corporation	Fourth Tuesday of the Second Month of Each Quarter, 5:30 p.m. (special meetings may be called)
2 (✓) Tomball Hospital Board	Fourth Wednesday each month, 4 p.m.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Mary Harvey

Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

CITY OF TOMBALL

2009
APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type of Print Clearly:

Date: 5-15-09

Name: Billy Hemby

Phone: 713-899-2289 (Home)

Address: 14127 Pollux Court

Phone: 713-862-6364 (Work)

Email: Billyhemby@aol.com

I have lived in Tomball 33 years. I am X am not ___ a U.S. Citizen

Occupation: Vice President / Highland Distributing Company

Professional and/or Community Activities: Current Captain Tomball / Magnolia / Montgomery Buddy Comm.

Additional Pertinent Information/References: Mary Reagan / Bill Webb / Bruce Hillegeist / John Escamilla / Mike Rowley / Danny Hitchcock

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for one year.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
(x) Planning & Zoning Commission	Second Monday each month, 6 p.m.
(2) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
( ) Tomball Economic Development Corporation	First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)
( ) Tomball Hospital Board	Fourth Wednesday each month, 4 p.m.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

B. Hendy

Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

CITY OF TOMBALL

2009
APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type of Print Clearly: Date: 2/23/09

Name: JAMES KENDLER Phone: 281-516-3334 (Home)

Address: 14215 Spring Pines Dr (Work)

I have lived in Tomball 5 years. I am X am not ___ a U.S. Citizen

Occupation: Retired and I work part time for O'Reilly Auto Parts.

Professional and/or Community Activities: Vice President of the Spring Pines Home Owners Association. Previously was a member of the Spring Pines Estates Architectual Committee.

Additional Pertinent Information/References: Norman & Martha Huebner: Neighbor & Friend
Randy Pare: Neighbor & Friend

Applications for the following Council-appointed Board, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for one year.

If you are interested in serving on more than one board, please indicate your preference by numbering each board in order of preference (i.e., 1, 2, 3, etc.)

Advisory Boards & Commissions	Meeting Information
( ) Parks, Recreation & Beautification Advisory Board	Second Tuesday each month, 5 p.m.
( ) Impact Fee Advisory Board	As needed, second Monday in month, 6 p.m.

Decision-Making Boards and Commissions	Meeting Information
( ) Building Standards Board	As needed, 5 p.m.
(X) Planning Commission	Second Monday each month, 6 p.m.
( ) Electrical Board	First Tuesday after third Monday, 7:30 p.m.
( ) Technical Airport Advisory Committee	To Be Announced; Evenings
( ) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
(X) Tomball Economic Development Corporation	First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)
( ) Tomball Hospital Board	Fourth Wednesday each month, 4 p.m.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

James Kendler

Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

From the Desk
Of
Jim Kendler

A Resume Summery

James Kendler
14215 Spring Pines Dr
Tomball Texas 77375
281 516 3334

I am by training and education an engineer and a manager. I have a BS in Electrical Engineering and many hours of management and business training. My career has been focused on the computer industry where my experience has been in new product development, system design and application development. I have extensive experience in managing large groups and large complex multi-national development projects. I have international experience involving project management and contract negotiation. In addition, I have managed my own small business for several years, and have had to meet a payroll, that focused on providing to small businesses Networked Computer Applications. This business was partially funded by an SBA supported loan. In the early years of my retirement I taught computer science courses at local community colleges.

February 23, 2009

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type of Print Clearly:

Date: February 1, 2009

Name: Roy P. Lackey

Phone: 281-642-2563 (Home)

Address: 31530 Capella Circle

Phone: 281-642-2563 (Work)

City/State/Zip: Tomball, Texas 77375

Email: Roy@AESTexas.net

I have lived in Tomball 15 years.

I am X am not____ a U.S. Citizen

Occupation: SELF EMPLOYED ELECTRICAL POWER CONSULTANT AND SPECIALIZING IN POWER QUALITY, STANDBY ELECTRICAL GENERATION, LIGHTNING & SURGE PROTECTION

Professional and/or Community Activities: MEMBER CHAMBER OF COMMERCE LEGISLATIVE & TRANSPORTATION COMMITTEE

Additional Pertinent Information/References: 30 YR DIRECTOR OF 2 MUNICIPAL UTILITY DISTRICTS IN HARRIS COUNTY. ENGINEERING & OPERATION EXPERIENCE FOR A WATER & SEWAGE TREATMENT SYSTEM THAT IS LARGER THAN TOMBALL BY CAPACITY.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
(1) Planning & Zoning Commission	Second Monday each month, 6 p.m.
( ) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
(2) Tomball Economic Development Corporation	Fourth Tuesday of the Second Month of Each Quarter, 5:30 p.m. (special meetings may be called)
(3) Tomball Hospital Board	Fourth Wednesday each month, 4 p.m.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Roy P. Lacy

Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Judith L. Wilson
506 N. Pecan Dr.
Tomball, TX 77375
(281) 351-9151
(832) 439-1072

July 31, 2009

Doris Speer, City Secretary
City of Tomball

Dear Doris:

Please accept the revised application for Council-appointed Boards, Commissions, and Committees.

Thank you,

Judy

Jul 31 09 10:06a Judy Wilson 2813515363 p.2

Judith L. Wilson
506 N. Pecan Dr.
Tomball, Texas 77375

June 5, 2009

Tomball City Council Members
Fax No. 281-351-6256

Dear City Council Members:

As a native Houstonian who grew up on the north side of Houston, I have always considered Tomball, to be a part of "my" community. There are many reasons why I love living and working here and that love for our city motivates me to offer my services to our community as a member of the following:

Impact Fee Advisory Board
Planning & Zoning Commission
Tomball Economic Development Corporation

I would like to take this opportunity to tell you why I feel that I am qualified to serve the City of Tomball. I started my family after graduation from Sam Houston High School in Houston, TX, and went to work as a Directory Assistance Operator for Southwestern Bell Telephone Co, now AT&T. I held various positions over my career and lived in Austin, Victoria, Midland, Odessa, Corpus Christi, San Antonio and Houston. While working full time as a manager, I utilized the company tuition plan and graduated Magna Cum Laude from The University of Texas with a BA in Psychology with a Business minor. This was accomplished in four years as a wife and mother. I also earned a Texas Real Estate Broker's license, which is now inactive.

My most recent work experience while in the corporate world included various positions in the Real Estate Management Division for AT&T. Texas was divided into thirds and I was responsible for the acquisition of land/buildings/leases for one third of the state, After the real estate was acquired for administrative or equipment needs, I was responsible for the ongoing maintenance of the real estate assets. This included both short and long range planning, budget management for capital improvement projects and ongoing maintenance, contract administration, the supervision of unionized workers and staff managers, and interaction with the PUC of Texas. I also learned the operations of different departments in order to perform numerous internal audits. Since my early retirement from AT&T, I have been a small business owner in Tomball where I own and manage a small business park and partner with a builder/remodeler in the residential construction business.

I have one grown son who is married and lives in the Dallas, TX, area. I am also the grandmother of eight year old boy/girl twins with special needs. I am a member of the First Baptist Church of Buffalo, TX, and I am an active member of several lineage societies. I am the chairman of the Service for Veterans committee of one of the societies where I work to donate items to the Michael E. DeBakey Veterans Medical Center, and I am a chapter officer over ways and means in another group. I support the Greater Tomball Area Chamber of Commerce and am hopeful that I will be able to become more active in matters involving the development and well being of Tomball. I work daily with the citizens of Tomball and would like to utilize my passion for people by filling one of your appointed positions to the above.

If you have any questions, please do not hesitate to contact me at (281) 351-9151, or (832) 439-1072.

Sincerely,

Judith L. Wilson

Jul 31 09 10:07a Judy Wilson 2813515363 p.4

CITY OF TOMBALL

2009
APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. 2009 applications expire on December 31, 2009; a new application will be required in 2010.

Please Type of Print Clearly: Date: 6/5/09

Name: JUDITH L. (JUDY) WILSON Phone: 281 351 9151 (Home)

Address: 506 N. PECAN DR. 832 439 1072 (Work)

Email: JUDITH L. WILSON

I have lived in Tomball 10 years. I am X am not ___ a U.S. Citizen

Occupation: I AM A MINORITY FEMALE BUSINESS OWNER OF THE SILVERWOOD BUS. PARK WITH WORK EXPERIENCE AT SWB/AT&T AS AN INTERNAL AUDITOR & AREA MGR.-ARCHITECTURE RESPONSIBLE FOR CAPITAL/MTCE. BUDGETS SHORT/LONG RANGE PLANNING REAL ESTATE ASSET MANAGEMENT, CONTRACT ADMIN. & SUPERVISION/MANAGEMENT OF BOTH UNION WORKERS & STAFF MGRS. I GRADUATED MAGNA CUM LAUDE FROM UT WITH A BA IN PSYCHOLOGY WITH A MINOR IN BUSINESS.

Professional and/or Community Activities: GREATER TOMBALL AREA CHAMBER OF COMMERCE, DAUGHTERS OF THE REPUBLIC OF TEXAS CHAPTER OFFICER FOR WAYS & MEANS, DAR CHAPTER CHAIRMAN OF THE SERVICE FOR VETERANS COMMITTEE.

Additional Pertinent Information/References: I AM A MEMBER OF THE FIRST BAPTIST CHURCH OF BUFFALO TX WHERE I HAVE FAMILY AND HAVE OWNED A SECOND HOME. I AM THE MOTHER OF A GROWN SON & THE GRANDMOTHER OF 8 YR. OLD BOY/GIRL TWINS WITH SPECIAL NEEDS.

Jul 31 09 10:07a Judy Wilson 2813515363 p.5

Applications for the following Council-appointed Board, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for one year.

If you are interested in serving on more than one board, please indicate your preference by numbering each board in order of preference (i.e., 1, 2, 3, etc.)

Advisory Boards & Commissions	Meeting Information
7. (X) Parks, Recreation & Beautification Advisory Board	Second Tuesday each month, 5 p.m.
4. (X) Impact Fee Advisory Board	As needed, second Monday in month, 6 p.m.

Decision-Making Boards and Commissions	Meeting Information
6. (X) Building Standards Board	As needed, 5 p.m.
1. (X) Planning & Zoning Commission	Second Monday each month, 6 p.m.
8. (X) Electrical Board	First Tuesday after third Monday, 7:30 p.m.
5. (X) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
2. (X) Tomball Economic Development Corporation	First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)
3. (X) Tomball Hospital Board	Fourth Wednesday each month, 4 p.m.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Judith L. Wilson
Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Jul 31 09 10:06a Judy Wilson 2813515363 p.3

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 7, 2010

Topic:

Appoint Member to Fill Vacancy and Complete Unexpired Term on Tomball Economic Development Corporation

Background:

On August 16, 2010, Council appointed Jerald Till to the vacant position on the Tomball Regional Authority; accordingly, Mr. Till resigned his position on the Tomball Economic Development Corporation.

Council is asked to make an appointment to Mr. Till's vacated position on the TEDC; the term of this position will expire May 2, 2012.

The following individuals (shown in alphabetical order) have expressed an interest in serving on the TEDC and have applications on file:

Richard Bruce (currently serving as an Alternate on the BOA)
John Dillon (currently serving on the ESD #8 Board)
April Gray (currently serving as an Alternate on the BOA)
Mary Harvey
James Kendler
Roy P. Lackey
Barbara Tague (currently serving on the P&Z)
Evelyn Torres-Chervenak (currently serving as an Alternate on the BOA)
Judith Wilson.

I would like to recommend the appointment of Richard Bruce to this unexpired term on the TEDC. Nominations from Council will also be received.

Copies of applications from those interested in serving on the TEDC are attached for your consideration.

Origination:

Mayor Fagan

Recommendation:

N/A

Funding:

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

City Secretary

ACTION TAKEN

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

ATTACHMENTS:

Richard Bruce - Application for TEDC
April Gray - Application for TEDC
John Dillon - Application for TEDC
Mary Harvey - Application for TEDC
James Kendler - Application for TEDC
Roy Lackey - Application for TEDC
Barbara Tague - Application for TEDC
Evelyn Torres-Chervenak - Application for TEDC
Judith Wilson - Application for TEDC

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type of Print Clearly:

Date: 1/25/00

Name: Dea R Bruce

Phone: 281 357 0860 (Home)

Address: 14231 Spring Pines Dr.

Phone: 281 382 8806 (Work)

City/State/Zip: Tomball TX 77375

Email: brucer-1@prodigy.net

I have lived in Tomball 5 years. I am ✓ am not ___ a U.S. Citizen

Occupation: Retired Educator;

Professional and/or Community Activities: Home owner Association President; Teach Bible Classes

Additional Pertinent Information/References: Travel 2-3 times a year
Norm / Martha Huebner
Randy Parr, Mark Stoll, David Quinn

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
(✓) Planning & Zoning Commission	Second Monday each month, 6 p.m.
(✓) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
(✓) Tomball Economic Development Corporation	Fourth Tuesday of the Second Month of Each Quarter, 5:30 p.m. (special meetings may be called)
(✓) Tomball Hospital Board	Fourth Wednesday each month, 4 p.m.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Dean Bruce

Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

CITY OF TOMBALL

2009
APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. 2009 applications expire on December 31, 2009; a new application will be required in 2010.

Please Type of Print Clearly:

Date: 4-5-09

Name: April Gray

Phone: 281-255-8515 (Home)

Address: 704 Percival Street

Phone: 281-899-4602 (Work)

Email: AprilGray@Comcast.Net

I have lived in Tomball 25 years. I am X am not ___ a U.S. Citizen

Occupation: Regulatory Specialist for a company that designs, Constructs & Installs Offshore Platforms.

Professional and/or Community Activities: Public Access Board (Inactive Board) Charter Review Comission - Both for City of Tomball

Additional Pertinent Information/References: I Attached my Resumé which Details my Proffessional Experience

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for one year.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
(3) Planning & Zoning Commission	Second Monday each month, 6 p.m.
(4) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
(1) Tomball Economic Development Corporation	First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)
(2) Tomball Hospital Board	Fourth Wednesday each month, 4 p.m.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

April D. Sharp

Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

APRIL D. GRAY

704 Percival St. **(281) 255-8515**
Tomball, Texas 77375 **Email: AprilGray@Comcast.net**

Objective: Key position involving Regulatory activities for Gulf of Mexico and international projects for the Oil & Gas / Energy industry.

Overview: Accomplished professional with over twenty years experience and proven performance in providing a full range of support services in Project Regulatory, Client Support, Finance, General Operations and Administration. Extensive oil & gas data, engineering and manufacturing background.

Professional Experience:

SBM Atlantia – SBM Offshore Group, Houston, Texas **2003 to Present**
SBM Atlantia is an integrated provider for engineering, procurement, construction and installation of 'complete floating production solutions' for the deepwater market.

Regulatory Administrator/Specialist
Manage a regulatory team of 4 specialist on a variety of projects from FPSO conversions to Semi-Submersibles and TLPs. Created department workflows and systems to ensure proper processing and retrieval of regulatory data. Corporate representative on offshore projects to ABS, USCG and MMS. Coordinate, monitor and track submittals to ABS, USCG and MMS. Fluent in the use of ABS' Plan Approval System (O2E). Guide engineers on regulatory issues for GoM offshore projects from Kick-Off to completion.

- Developed a regulatory submittal system to reduce time and cost on class approvals.
- Currently scheduled to complete Thunder Hawk Project at a quarter million under regulatory budget.
- Involved in the regulatory process on seven successful GoM Projects and several international projects.

IHS ENERGY GROUP, Houston, Texas **1996 to 2002**
Largest provider of petroleum data, software and consulting services both domestically and worldwide.

Client Support Specialist – Worldwide Support & Training (2001 – 2002)
Provided effective and efficient front line support of domestic products and data to users and major petroleum corporations. Requests were received by on site visit, phone, email and industry networking. Represented the company's support functions, including product training, on site at client locations throughout Texas, Oklahoma and Louisiana.

- Developed an excellent reputation and improved client support efforts within the largest clients.
- Identified under used products and promoted them on site to achieve increased sales.
- Became a patient teacher to the most difficult and technologically challenged users.

Senior Staff Administrator – Int'l Economics & Consulting (1998 – 2001)
Administrator to the President and a staff of 40 economists, engineers, analysts, researchers and editors. Produced department/product line budgets, tracked revenue and expenses, handled accounting functions and provided P/L reports. Organized and promoted public relations for my department to clients throughout the worldwide community. Created presentation productions for use in training, seminars and industry specific conferences.

Administrative Assistant – Economics Software & Consulting (1996 – 1998)
Administrative support to the Vice President and a staff of 8 economists, petroleum engineers, risk analysts and software programmers. Responsible for manufacture and distribution of copyrighted economics evaluation and estimation software packages. Maintained inventory of all software packages and published products. Produced company wide client billing. Performed informational research and maintained an in-house library.

- Restructured registered user, client and subscriber databases into a flexible tool.
- Improved the client billing procedure by creating a more automated system.

OCEANEERING INT'L / OIL INDUSTRY ENGINEERING, Houston, Texas **1990 to 1996**
Oceaneering is an advance applied technology company that provides engineered services and hardware to customers that operate in marine, space and other harsh environments.

Controller – Oceaneering Intervention Engineering (1994 – 1996)
Managed a staff of three accounting professionals. Key contributor in obtaining company ISO 9001 Certification and sale of the company to Oceaneering. Produced and maintained corporate financial reports. Expanded on financial information and produced projections for corporate executives. Conducted corporate business with all taxing authorities on a federal, state, and local level. Responsible for obtaining and administering all necessary insurance required for manufacturing facilities and operations. Responsible for all corporate banking transactions including negotiations for procurement and operating capital with bankers and other financial professionals. Produced fiscal year corporate budgets.

- Restructured cash flow to meet scheduled payments to vendors and employees. Improving relations and corporate credit ratings and abilities.
- Arranged, coordinated and completed property acquisitions and procurement of operating capital.
- Key contributor of financial data and presentation material for a major corporate acquisition. Directed corporate consolidation and changeover operations.

General Operations/Engineering Support – Oil Industry Engineering (1992 –1993)
Heavily involved in and familiar with all facets of manufacturing operations from sales, engineering, procurement, assembly and final product shipping. Directly oversee maintenance of plant, buildings, and equipment. Ability to read machine and assembly drawings as necessary for procurement and preliminary inspection of machined parts. Developed and administered Employee Safety Program.

- Held key position in manufacturing operations under ISO 9000 quality assurance program and procedures.

Senior Administrator/Project Administrator – Oil Industry Engineering (1991 –1992)
Senior Administrator to the President & Vice President. Handled all personnel records and reporting. Created presentation material for corporate meetings and investors. Represented and acted on the corporations behalf in various legal matters such as patents, contracts and other activities. Produced, managed and updated the Corporate Book in accordance with the by-laws of The State of Texas. Compiled information for special projects and produced detailed presentation quality reports. Upgraded, implemented and controlled a building security system. Scheduled and supervised property and equipment maintenance, repair and upgrading.

- Processed two corporate product patents.
- Compiled and produced a presentation on the corporate financial history.

Accounting/Purchasing – Oil Industry Engineering (1990 –1991)
Established financial accounting, reporting and planning functions. Responsible for directing the company's purchasing functions, including procurement of materials, services and capital equipment.

- Reestablished the purchasing department during a corporate restructure.
- Integrated purchasing, shipping/receiving and accounting departments.

Technical Skills:

Industry specific software – ABS' O2E system / SafeHull, P2000, PI/Dwight's Well and Production Data (CD and Online), Powertools, Probe, Edin, Edge, Data Visualizer, Drilling Wire and ArcView.
General software and operating systems – Microsoft Office (Word, Excel, Access and PowerPoint). All word processing and spreadsheet programs. JD Edwards, PeachTree and other accounting programs. Database and utility programs. Windows 95/98/00/NT and XP.

Education:

2002	University of Tulsa – Petroleum Engineering for Non-Engineers
2001	University of Tulsa – Basis Petroleum Geology for the Non-Geologist
2001	Hilton Computer Strategies – Transact SQL course
1999	Houston Fire Department – High Rise Fire and Emergency Training
1983	Department of Aviation, City of Houston - Airport Emergency Operations.

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type of Print Clearly:

Date: 01/26/2010

Name: JOHN. P. DILLON

Phone: 281-351-2921

Address: 14166 TURNERVIVE

Phone: 713-755-7405 (Home)

City/State/Zip: TOMBALL TX 77375

CELL 281-610-1133 (Work)

Email: JOHNP DILLON76@YAHOO.COM

I have lived in Tomball 18 years. I am ✓ am not____ a U.S. Citizen

Occupation: DEPUTY SHERIFF

Professional and/or Community Activities: COMMISSIONER ESD 8

Additional Pertinent Information/References: TRUSTEE AT CHURCH
FINANCE COMMITTEE AT CHURCH
LAY REPRESENTIVE AT STATE CONFERENCE AT CHURCH
ROSE HILL UNITED METHODIST.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
1 (✓) Planning & Zoning Commission	Second Monday each month, 6 p.m.
3 (✓) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
2 (✓) Tomball Economic Development Corporation	Fourth Tuesday of the Second Month of Each Quarter, 5:30 p.m. (special meetings may be called)
( ) Tomball Hospital Board	Fourth Wednesday each month, 4 p.m.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type of Print Clearly: **Date:** 5-7-2010

Name: Mary Harvey **Phone:** 7135825139 (Home)

Address: 405 S. Walnut **Phone:** 2813518903 (Work)

City/State/Zip: Tomball, TX 77375

Email: grannyskorner tomball@hotmail.com

I have lived in Tomball 15 **years.** **I am** ✓ **am not**___ **a U.S. Citizen**

Occupation: Own Antique Business

Professional and/or Community Activities: Rotary Board, Chamber Board, City Council, ESD 8, EMS, Planning Comm, TBA President, Citizen of the year

Additional Pertinent Information/References: Worked in Electrical Construction for 25 years in Administration

I feel I could be an asset to P&Z since I have extensive experience in this field.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
1 (✓) Planning & Zoning Commission	Second Monday each month, 6 p.m.
4 (✓) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
3 (✓) Tomball Economic Development Corporation	Fourth Tuesday of the Second Month of Each Quarter, 5:30 p.m. (special meetings may be called)
2 (✓) Tomball Hospital Board	Fourth Wednesday each month, 4 p.m.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Mary Harvey

Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

CITY OF TOMBALL

2009
APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type of Print Clearly: Date: 2/23/09

Name: JAMES KENDLER Phone: 281-516-3334 (Home)

Address: 14215 Spring Pines Dr (Work)

I have lived in Tomball 5 years. I am X am not ___ a U.S. Citizen

Occupation: Retired and I work part time for O'Reilly Auto Parts.

Professional and/or Community Activities: Vice President of the Spring Pines Home Owners Association. Previously was a member of the Spring Pines Estates Architectual Committee.

Additional Pertinent Information/References: Norman & Martha Huebner: Neighbor & Friend
Randy Pare: Neighbor & Friend

Applications for the following Council-appointed Board, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for one year.

If you are interested in serving on more than one board, please indicate your preference by numbering each board in order of preference (i.e., 1, 2, 3, etc.)

Advisory Boards & Commissions	Meeting Information
( ) Parks, Recreation & Beautification Advisory Board	Second Tuesday each month, 5 p.m.
( ) Impact Fee Advisory Board	As needed, second Monday in month, 6 p.m.

Decision-Making Boards and Commissions	Meeting Information
( ) Building Standards Board	As needed, 5 p.m.
(X) Planning Commission	Second Monday each month, 6 p.m.
( ) Electrical Board	First Tuesday after third Monday, 7:30 p.m.
( ) Technical Airport Advisory Committee	To Be Announced; Evenings
( ) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
(X) Tomball Economic Development Corporation	First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)
( ) Tomball Hospital Board	Fourth Wednesday each month, 4 p.m.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

James Kendler

Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

From the Desk
Of
Jim Kendler

A Resume Summery

James Kendler
14215 Spring Pines Dr
Tomball Texas 77375
281 516 3334

I am by training and education an engineer and a manager. I have a BS in Electrical Engineering and many hours of management and business training. My career has been focused on the computer industry where my experience has been in new product development, system design and application development. I have extensive experience in managing large groups and large complex multi-national development projects. I have international experience involving project management and contract negotiation. In addition, I have managed my own small business for several years, and have had to meet a payroll, that focused on providing to small businesses Networked Computer Applications. This business was partially funded by an SBA supported loan. In the early years of my retirement I taught computer science courses at local community colleges.

February 23, 2009

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type of Print Clearly:

Date: February 1, 2009

Name: Roy P. Lackey

Phone: 281-642-2563 (Home)

Address: 31530 Capella Circle

Phone: 281-642-2563 (Work)

City/State/Zip: Tomball, Texas 77375

Email: Roy@AESTexas.net

I have lived in Tomball 15 years.

I am X am not____ a U.S. Citizen

Occupation: SELF EMPLOYED ELECTRICAL POWER CONSULTANT AND SPECIALIZING IN POWER QUALITY, STANDBY ELECTRICAL GENERATION, LIGHTNING & SURGE PROTECTION

Professional and/or Community Activities: MEMBER CHAMBER OF COMMERCE LEGISLATIVE & TRANSPORTATION COMMITTEE

Additional Pertinent Information/References: 30 YR DIRECTOR OF 2 MUNICIPAL UTILITY DISTRICTS IN HARRIS COUNTY. ENGINEERING & OPERATION EXPERIENCE FOR A WATER & SEWAGE TREATMENT SYSTEM THAT IS LARGER THAN TOMBALL BY CAPACITY.

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
(1) Planning & Zoning Commission	Second Monday each month, 6 p.m.
( ) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
(2) Tomball Economic Development Corporation	Fourth Tuesday of the Second Month of Each Quarter, 5:30 p.m. (special meetings may be called)
(3) Tomball Hospital Board	Fourth Wednesday each month, 4 p.m.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings (typically, three meetings) in any twelve consecutive months or absent from more than three consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2010 will expire in 2012.

Please Type of Print Clearly: Date: 2-1-2010

Name: BARBARA TAGUE Phone: 281-351-0904 (Home)

Address: 503 Inwood Dr. Phone: 713-851-0737 ~~(Work)~~ Cell

City/State/Zip: Tomball, TX 77375

Email: htague@sbcglobal.net

I have lived in Tomball 36 years. I am ✓ am not____ a U.S. Citizen

Occupation: Retired

Professional and/or Community Activities: Downtown Tomball Assn, Great Northwest Houston CVB, Tomball CERT Coordinator, Tomball Local Emergency Planning Comm. Sec/Trea. Board of Adjustment - 2nd Alternate

Additional Pertinent Information/References: Harris County CERT Rodeo 2010 Chairman

See attached Resume

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
(1) Planning & Zoning Commission	Second Monday each month, 6 p.m.
(2) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
(3) Tomball Economic Development Corporation	Fourth Tuesday of the Second Month of Each Quarter, 5:30 p.m. (special meetings may be called)
(4) Tomball Hospital Board	Fourth Wednesday each month, 4 p.m.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Barbara Tague

Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type of Print Clearly:

Date: January 26, 2010

Name: Evelyn Torres-Chervenak

Phone: 832-704-8090 (Home)

Address: 111 Mc Phail

Phone: 832-704-8090 (Work)

City/State/Zip: Tomball Tx 77375

Email:

I have lived in Tomball 1 1/2 years.

I am ✓ am not____ a U.S. Citizen

Occupation: Accountant

Professional and/or Community Activities:
Kaplan University - Student Accounting Association (SAA) member
SAA Judicial Committee Member
SAA Special Review and Task Force Committee ~~Asst~~ Secretary

Additional Pertinent Information/References:
Self Employed - Etc. Services

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for two years.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions	Meeting Information
( ) Planning & Zoning Commission	Second Monday each month, 6 p.m.
(1) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
(2) Tomball Economic Development Corporation	Fourth Tuesday of the Second Month of Each Quarter, 5:30 p.m. (special meetings may be called)
(3) Tomball Hospital Board	Fourth Wednesday each month, 4 p.m.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Evelyn T. Chenevert

Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Judith L. Wilson
506 N. Pecan Dr.
Tomball, TX 77375
(281) 351-9151
(832) 439-1072

July 31, 2009

Doris Speer, City Secretary
City of Tomball

Dear Doris:

Please accept the revised application for Council-appointed Boards, Commissions, and Committees.

Thank you,

Judy

Jul 31 09 10:06a Judy Wilson 2813515363 p.2

Judith L. Wilson
506 N. Pecan Dr.
Tomball, Texas 77375

June 5, 2009

Tomball City Council Members
Fax No. 281-351-6256

Dear City Council Members:

As a native Houstonian who grew up on the north side of Houston, I have always considered Tomball, to be a part of "my" community. There are many reasons why I love living and working here and that love for our city motivates me to offer my services to our community as a member of the following:

Impact Fee Advisory Board
Planning & Zoning Commission
Tomball Economic Development Corporation

I would like to take this opportunity to tell you why I feel that I am qualified to serve the City of Tomball. I started my family after graduation from Sam Houston High School in Houston, TX, and went to work as a Directory Assistance Operator for Southwestern Bell Telephone Co, now AT&T. I held various positions over my career and lived in Austin, Victoria, Midland, Odessa, Corpus Christi, San Antonio and Houston. While working full time as a manager, I utilized the company tuition plan and graduated Magna Cum Laude from The University of Texas with a BA in Psychology with a Business minor. This was accomplished in four years as a wife and mother. I also earned a Texas Real Estate Broker's license, which is now inactive.

My most recent work experience while in the corporate world included various positions in the Real Estate Management Division for AT&T. Texas was divided into thirds and I was responsible for the acquisition of land/buildings/leases for one third of the state, After the real estate was acquired for administrative or equipment needs, I was responsible for the ongoing maintenance of the real estate assets. This included both short and long range planning, budget management for capital improvement projects and ongoing maintenance, contract administration, the supervision of unionized workers and staff managers, and interaction with the PUC of Texas. I also learned the operations of different departments in order to perform numerous internal audits. Since my early retirement from AT&T, I have been a small business owner in Tomball where I own and manage a small business park and partner with a builder/remodeler in the residential construction business.

I have one grown son who is married and lives in the Dallas, TX, area. I am also the grandmother of eight year old boy/girl twins with special needs. I am a member of the First Baptist Church of Buffalo, TX, and I am an active member of several lineage societies. I am the chairman of the Service for Veterans committee of one of the societies where I work to donate items to the Michael E. DeBakey Veterans Medical Center, and I am a chapter officer over ways and means in another group. I support the Greater Tomball Area Chamber of Commerce and am hopeful that I will be able to become more active in matters involving the development and well being of Tomball. I work daily with the citizens of Tomball and would like to utilize my passion for people by filling one of your appointed positions to the above.

If you have any questions, please do not hesitate to contact me at (281) 351-9151, or (832) 439-1072.

Sincerely,

Judith L. Wilson

Jul 31 09 10:07a Judy Wilson 2813515363 p.4

CITY OF TOMBALL

2009
APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type of Print Clearly: Date: 6/5/09

Name: JUDITH L. (JUDY) WILSON Phone: 281 351 9151 (Home)

Address: 506 N. PECAN DR. 832 439 1072 (Work)

Email: JUDITH L. WILSON

I have lived in Tomball 10 years. I am X am not ___ a U.S. Citizen

Occupation: I AM A MINORITY FEMALE BUSINESS OWNER OF THE SILVERWOOD BUS. PARK WITH WORK EXPERIENCE AT SWB/AT&T AS AN INTERNAL AUDITOR & AREA MGR.-ARCHITECTURE RESPONSIBLE FOR CAPITAL/MTCE. BUDGETS SHORT/LONG RANGE PLANNING REAL ESTATE ASSET MANAGEMENT, CONTRACT ADMIN. & SUPERVISION/MANAGEMENT OF BOTH UNION WORKERS & STAFF MGRS. I GRADUATED MAGNA CUM LAUDE FROM UT WITH A BA IN PSYCHOLOGY WITH A MINOR IN BUSINESS.

Professional and/or Community Activities: GREATER TOMBALL AREA CHAMBER OF COMMERCE, DAUGHTERS OF THE REPUBLIC OF TEXAS CHAPTER OFFICER FOR WAYS & MEANS, DAR CHAPTER CHAIRMAN OF THE SERVICE FOR VETERANS COMMITTEE.

Additional Pertinent Information/References: I AM A MEMBER OF THE FIRST BAPTIST CHURCH OF BUFFALO TX WHERE I HAVE FAMILY AND HAVE OWNED A SECOND HOME. I AM THE MOTHER OF A GROWN SON & THE GRANDMOTHER OF 8 YR. OLD BOY/GIRL TWINS WITH SPECIAL NEEDS.

Jul 31 09 10:07a Judy Wilson 2813515363 p.5

Applications for the following Council-appointed Board, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for one year.

If you are interested in serving on more than one board, please indicate your preference by numbering each board in order of preference (i.e., 1, 2, 3, etc.)

Advisory Boards & Commissions	Meeting Information
7. (X) Parks, Recreation & Beautification Advisory Board	Second Tuesday each month, 5 p.m.
4. (X) Impact Fee Advisory Board	As needed, second Monday in month, 6 p.m.

Decision-Making Boards and Commissions	Meeting Information
6. (X) Building Standards Board	As needed, 5 p.m.
1. (X) Planning & Zoning Commission	Second Monday each month, 6 p.m.
8. (X) Electrical Board	First Tuesday after third Monday, 7:30 p.m.
5. (X) Board of Adjustments	To Be Announced; Evenings

Separate Legal Entities	Meeting Information
2. (X) Tomball Economic Development Corporation	First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)
3. (X) Tomball Hospital Board	Fourth Wednesday each month, 4 p.m.

****

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.

Judith L. Wilson
Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

Jul 31 09 10:06a Judy Wilson 2813515363 p.3

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 7, 2010

Topic:

Approve Request from Tomball Regional Hospital for City Support of the "2010 Heart Walk"

Background:

The City was approached by Tomball Regional Hospital to approve and provide City support for its Heart Walk on October 30, 2010. The 5K Walk (with 1 mile alternate route) will begin at 10 AM and continue till 1 PM. Tomball Hospital is expecting approximately 400 walkers.

The event it designed to promote the excellent care provided by Tomball Regional Hospital and to raise funds for the American Heart Association and awareness on how to prevent heart disease and strokes.

The hospital has met with the City's Special Events Team and has asked for the following support form the City:

1. Police Support for control of traffic along the route
2. Use of City barricades to close streets along route if determined necessary by TPD
3. Permission to place temporary directional signs in the City Right-of-Way along the routes
4. Consent to place accessible port-o-lets on TRH property (at hospital cost)
5. Possible assistance from City volunteers to aid in parking control.

Based on previous walks and events, staff estimates an approximate cost of $3,000 for in-kind services.

Origination:

City Manager's Office

Recommendation:

Funding:

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

Shawn Cox - Assistant to the City Manager

ACTION TAKEN

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

ATTACHMENTS:

Hospital Request Letter

Event Map

TOMBALL REGIONAL
MEDICAL CENTER

August 31, 2010

Dear Mayor Fagan and Councilmen Quinn, Stoll, Brown, Townsend, and Driver,

I am writing to request the Council's approval to host a Heart Walk on October 30, 2010 around the campus of Tomball Regional Medical Center and portions of three surrounding public streets (a proposed route is enclosed).

This family-friendly, free and non-competitive 5k Walk (with 1 mile alternative loop) is planned to begin at 10:00am on Saturday, October 30 at the Robert F. Shaper Heart Center and conclude by 1:00 p.m. Approximately 400 walkers are expected.

In addition to raising funds for the American Heart Association, this event will help raise awareness about the role we can each play in helping to prevent heart disease and stroke. It will also bring favorable publicity for our City and our Regional Medical Center.

Please approve our request to sponsor the Heart Walk and to enable us to arrange necessary support services as determined through coordination and consultation with the city's Special Events Committee. We anticipate the following needs:

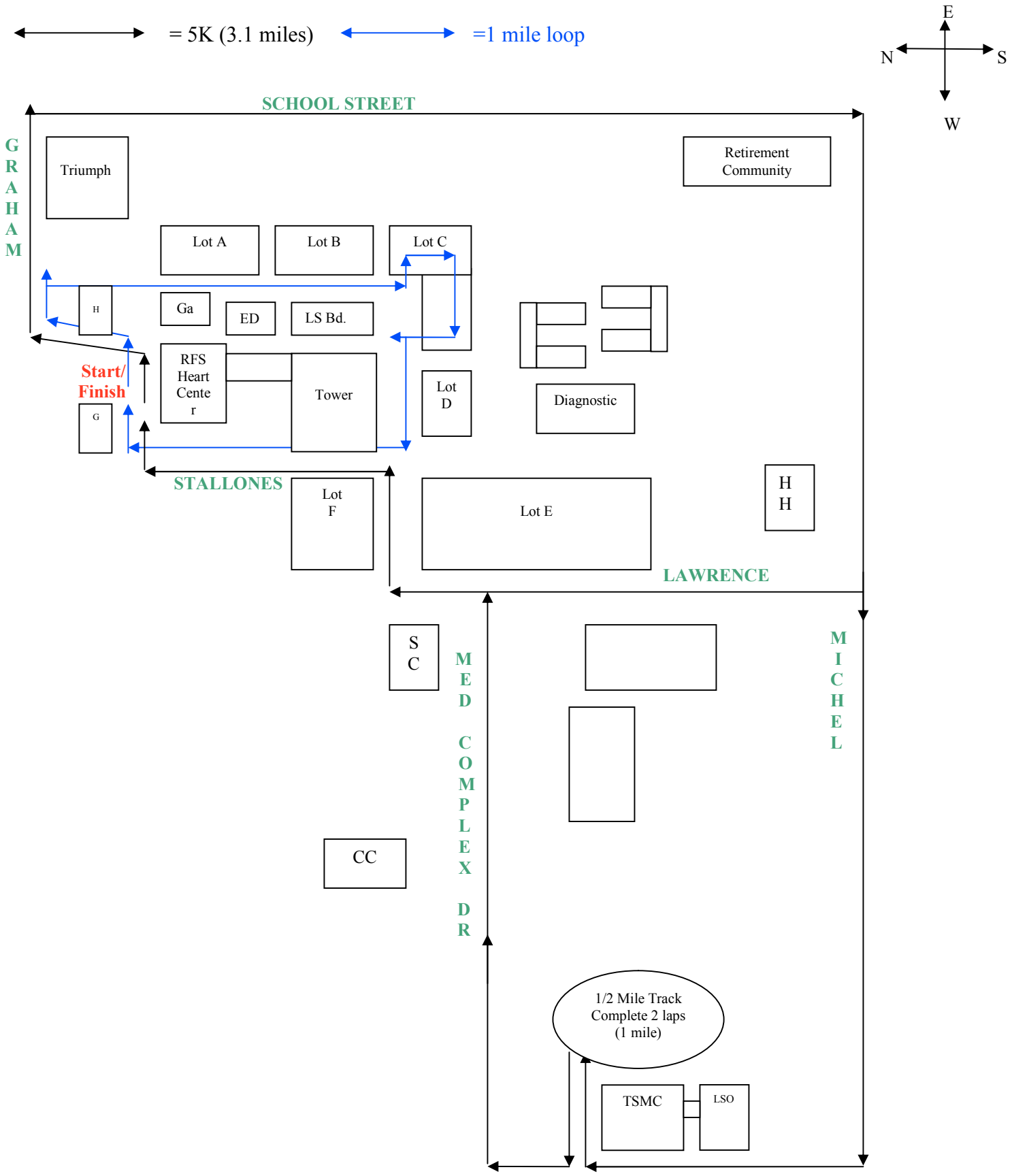
- Rolling support from Tomball Police Department for traffic control and safety that may include partial road closures with barricades as determined by TPD.
- City right of way temporary directional routing signage (removed by our staff).
- Permission to place a banner over Main Street.
- Consent to place accessible Port-o-let on TRH property at our cost.
- Possible assistance with parking control with volunteers.

We welcome any suggestions you may have regarding the utilization of city resources for this event. As always, thank you for your consideration and support.

Sincerely,

Lynn LeBouef, President and CEO

605 Holderrieth Street, Tomball, TX 77375 p. 281.401.7500


= 5K (3.1 miles)
=1 mile loop
E
N
S
W
SCHOOL STREET
GRAHAM
Triumph
Retirement Community
Lot A
Lot B
Lot C
H
Ga
ED
LS Bd.
Start/ Finish
G
RFS Heart Center
Tower
Lot D
Diagnostic
STALLONES
Lot F
Lot E
H H
LAWRENCE
S C
MED COMPLEX DR
MICHEL
CC
1/2 Mile Track Complete 2 laps (1 mile)
TSMC
LSO

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 7, 2010

Topic:

Award Contract for Project No. 2010-05 (Asphalt Overlay Project) to Low Bidder, Pavecon, Ltd.

Background:

The City currently maintains approximately 30 miles of asphalt roadways. In 2009, the City Council authorized the engineering firm of HDR/Claunch & Miller to perform an engineering assessment of the City's street inventory. The engineering street assessment and Pavement Management Plan (PMP) was completed in March 2010.
The Public Works Department has reviewed the pavement condition rankings and recommendations included in the PMP and has planned for approximately $140,000 in asphalt repairs and resurfacing during the current fiscal year.

The City received at total of nine bids, with Pavecon, Ltd. being the low bid. Staff has tabulated all bids and has verified favorable references for Pavecon, Ltd.

As State law allows an addition of up 20% of the total bid amount, due to the favorable bid results, the public works department intends to add approximately $19,350.00 to maximize the use of available funds.

Copies of the project bid form and bid tabulation are included for your review.
Strategic Plan Focus Area: Community Basics

Origination:

Public Works

Recommendation:

Staff recommends award of contract for Project 2010-05 (Asphalt Overlay Project) to low bidder Pavecon, Ltd.

Funding: Yes

Account Number: 100-154-6207

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

David Kauffman, Director of Public Works

ACTION TAKEN

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

ATTACHMENTS:

Project 2010-05 Bid Form
Project 2010-05 Bid Tabulation

BID LETTER FOR UNIT PRICE CONTRACT

Tomball Texas
Date: August 18, 2010

Project: 2010-05 Asphalt Overlay Improvements

Proposals of Pave Con, Ltd (hereinafter called "Bidder") A ~~corporation*,~~ organized and existing under the laws of the state of TX, A partnership ~~or an individual~~ doing business as Pavecon, Ltd..

Dear Purchasing Agent:

The Bidder, in compliance with your invitation for bids for the construction of "Asphalt Overlay Improvements", having examined the bid proposal with related documents and the site of the proposed work, and being familiar with all conditions surrounding the construction of the proposed project including the availability of materials and labor, hereby proposes to furnish all labor, materials, and supplies, and to construct the project in accordance with the special conditions, technical specifications and the Master Service Contract, within the time set forth therein, and at the prices stated within the schedule of bid items. These prices are to cover all expenses incurred in performing the work required under the contract documents, of which this bid proposal is a part.

Bidder hereby agrees to commence work under this contract on or before a date to be specified in writing, "Notice to Proceed", by the Owner and to fully complete the project within 60 consecutive calendar days thereafter. Bidder further agrees to pay as liquidated damages, the sum of $250.00 for each consecutive calendar day thereafter.

The following schedule of bid items and indicated unit prices include all labor, materials, drayage, equipment, overhead, profit, insurance, etc. to cover the finished work of the several kinds called for.

Bidder understands that the owner reserves the right to reject any or all bids, and to waive any informalities in the bidding.

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 60 calendar days after the schedule closing time for receiving bids.

* Strike out corporation, partnership, or individual as applicable

Upon receipt of written notice of the acceptance of this bid, bidder will execute a Master Service Contract and furnish both performance and payment bonds and required insurance within 15 days after notice of contract award. Bidders Bond is required to become the property of the Owner in the event the contract and bonds required are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

Respectfully submitted,

By:_____
Signature

Eric Hancock
Printed Name

9900 Windfern
Business Address

281-571-8040
Telephone No.

(SEAL - If bid is by a Corporation)

Bid Detail Items
(2010 Asphalt overlay)

Item Number	Length & Width	Quantity Square Yards	Item Description	Item Total
1	243' x 27'	729.00	1.5" asphalt overlay of South Live Oak Street beginning at the intersection of FM 2920 and extending 243' South including all tack coat, transitions, and tie-in to FM 2920.	$ 4,760.00
2	80' x 13.5'	120.00	Removal of exixting asphalt, addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on South Live Oak Street prior to paving	$ 4,054.00
3	39' x 13.5'	58.50	Removal of existing asphalt, addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on South Live Oak Street prior to paving.	$ 1,976.00
4	226' x 18'	452.00	1.5" asphalt overlay of South Peach Street beginning at the intersection of FM 2920 and extending 226' South including all tack coat, transitions, and tie-in to FM 2920.	$ 2,952.00
5	16' x 10'	17.77	1.5" asphalt overlay of transition to driveway entrance on South Peach Street including tack coat.	$ 116.00
6	15' x 10'	16.66	1.5" asphalt overlay of transition to driveway entrance on South Peach Street including tack coat.	$ 109.00
7	25' x 10'	27.77	1.5" asphalt overlay of transition to driveway entrance on South Peach Street including tack coat.	$ 181.00

Bid Detail Items
(2010 Asphalt overlay)

8	40' x 6.5'	28.88	Removal of existing asphalt, addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on South Peach Street prior to paving.	$ 976.00
9	415' x 19'	876.11	1.5" asphalt overlay of Ella Ave. beginning at the intersection of FM 2920 and extending 415' South including all tack coat, transitions and tie-in to existing driveways, radius and tie-in to Alma Street and striping as existing.	$ 5,721.00
10	83' x 42'	387.33	Removal of existing asphalt, addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Ella Ave. prior to paving.	$ 13,084.00
11	373' x 19'	787.44	1.5" asphalt overlay of Malone Street beginning at the intersection of Poplar Street and extending 373' West including all tack coat and radius and tie-in to Poplar Street.	$ 5,142.00
12	135' x 9'	135.00	Removal of existing asphalt, addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on School Street prior to paving	$ 4,560.00
13	324' x 22"	792.00	1.5" asphalt overlay of School Street beginning at the intersection of FM 2920 and extending 324' South including all tack coat and radius and tie-in to FM 2920.	$ 5,172.00
14	714' x 16'	1,269.33	1.5" asphalt overlay of Belmont Street beginning at the intersection of Cherry Street and extending 714' East including all tack coat and radius and tie-in to Cherry Street.	$ 8,289.00

Bid Detail Items
(2010 Asphalt overlay)

15	58' x 8'	51.55	Remove existing asphalt, addition of 6" of black base compated to approximate 95% Standard Proctor Density to correct base failure on Southmore Street prior to paving.	$ 1,741.00
16	41' x 5'	22.77	Remove existing asphalt, addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Southmore Street prior to paving.	$ 769.00
17	708' x 18'	1,416.00	1.5" asphalt overlay of Southmore Street beginning at the intersection of Cherry Street and extending 708' East including all tack coat and radius and tie-in to Cherry Street.	$ 9,246.00
18	62' x 18'	124.00	Remove existing asphalt, addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Wickford Street prior to paving.	$ 4,189.00
19	85' x 9'	85.00	Remove existing asphalt, addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Wickford Street prior to paving.	$ 2,871.00
20	33' x 4'	14.67	Remove existing asphalt, addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Wickford Street prior to paving.	$ 496.00
21	42' x 6'	28.00	Remove existing asphalt, addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Wickford Street prior to paving,	$ 946.00

Bid Detail Items
(2010 Asphalt overlay)

22	750' x 18'	1,500.00	1.5" asphalt overlay of Wickford Street including all tack coat and tie-ins to existing driveway entrances.	$ 9,795.00
23	133' x 18'	266.00	Remove existing asphalt, addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Limerick Street prior to paving.	$ 8,985
24	133' x 18'	266.00	1.5" asphalt overlay of Limerick Street including all tack coat and tie-ins to existing driveway entrances.	$ 1,737.00
25	100' x 40'	444.44	Remove existing asphalt, addition of 6" of black base compacted to approximate 95% Standard Proctor Density to correct base failure on Buvinhhausen Street prior to paving	$ 15,013.00
26	100' x 40'	444.44	1.5" asphalt overlay of Buvinghausen Street including all tack coat and radius and tie-in to FM 2920 beginning at the intersection of FM 2920 and extending 100' North and striping as existing	$ 2,902.00

Bid Detail Items
(2010 Asphalt overlay)

Total Bid Submitted: $ 115,782.00

Company Submitting Bid: Pave Con

Name and Title of Person Submitting Bid: Eric Hancock - Project Manager

Address of Company Submitting Bid : 9900 Windfern

Telephone Number: 281-571-8040

Fax Number: 281-571-8018

Accepted and agreed to this _____ **day of** _____, 2, 2010

By: _____

George Shackelford, City Manager
City of Tomball Texas

CITY OF TOMBALL

REPORT OF OPENING AND TABULATION OF BIDS

DATE: 8-18-10 **TIME: 9:01 AM** **PROJECT NUMBER: 2010-05**

PROJECT: ASPHALT OVERLAY IMPROVEMENTS

1) Pavecon, Ltd., 9900 Wind fern Rd., Houston, TX 77064
$115,782.00 – Bid Bond included

2) Hubco, Inc., 11714 Charles Rd., Houston, TX 77041
$124,756.42 – Bid Bond included

3) Turner Pavi ng & Construction, 10610 Tower Oaks Blvd., Houston, TX 77070
$127,390.00 – Bid Bond included

4) Forde Construction Company, Inc., 6842 Calle Lozano, Houston, TX 77041
$137,470.29 – Bid Bond included

5) AAA Asphalt Paving, Inc., 10526 Tanner Rd., Houston, TX 77041
$146,062.72 – Bid Bond included

6) Smith & Company, P. O. Box 691, Conroe, TX 77305
$153,534.00 – Bid Bond included

7) GCC Builders, 11522 Boggs Rd., Tomball, TX 77375
$167,058.78 – Bid Bond included

8) El Dorado Paving Company, Inc., 13221 Chrisman, Houston, TX 77039
$174,580.00 – Bid Bond included

9) Huff & Mitchell, Inc., 13626 Kluge, Cypress, TX 77429
$191,528.82 – Bid Bond included

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 7, 2010

Topic:

Award Contract for Project No. 2010-06 (Purchase of Chlorine and Sulfur Dioxide Gas) to Sole Bidder, DXI Industries, Inc.

Background:

In an effort to obtain continuously used materials and services at competitive prices, the City has routinely solicited bids for certain commodities.

Based upon product usage for our 2009-2010 fiscal year, our projected usage for the 2010-2011 fiscal year will be approximately (12) Ton Cylinders of chlorine gas, (80) 150# Cylinders of chlorine gas, and (18) Ton Cylinders of sulfur dioxide gas. The current bid submitted by DXI Industries represents a cost increase of 17.15% for ton cylinders of chlorine gas, 7.1% for ton cylinders of sulfur dioxide gas, and 11.5% for 150# cylinders of chlorine gas. Considering our projected quantity usage, the total annual cost increase incurred for all products included within this commodity agreement will be approximately $3,008.00. Based upon our projected usage of all items included within this commodity agreement, the total annual cost will be $30,668.00 and is included within our budget for wastewater and drinking water treatment respectively.

Origination:

Public Works Department

Recommendation:

Public Works staff recommends Council approval to award contract for project #2010-06 (Purchase of Chlorine and Sulfur Dioxide Gas) to DXI Industries, Inc.

Funding: Yes

Account Number: 600-614-6110 & 600-613-6110

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

David Kauffman, Director of Public Works

ACTION TAKEN

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

ATTACHMENTS:

Project 2010-06 Bid Form and Bid Tabulation

COMMODITY AGREEMENT
PROJECT 2010-06

TO THE CITY OF TOMBALL, TEXAS:

The undersigned bidder hereby agrees to supply the City of Tomball, Texas with all chlorine and sulfur dioxide gas at the prices quoted below to be effective for a period of one year from the date of acceptance, with the option to renew for one additional year. All prices include all costs associated with furnishing product FOB Tomball.

CHLORINE GAS	EACH
150 # Cylinders	$ 97.00
1 Ton Cylinders	$ 724.00
SULFUR DIOXIDE	
1 Ton Cylinders	$ 790.00
CYLINDER DEMURRAGE RATES	
150# Cylinders (30 days)	$ 0
1 Ton Cylinders (60 days)	$ 0

The bidder agrees that this bid shall be good and may not be withdrawn for a period of 45 calendar days after scheduled closing time for receiving bids.

Submitted By: DXI Industries, Inc.
Company

By: John Sanders Field Sales Representative
Title

1919 Jacintoport Blvd.
Address

Houston, Texas 77015

281-457-4828
Telephone

Accepted and agreed to this _____ day of _____, 2010.

By: _____
George Shackelford
City Manager

REPORT OF OPENING AND TABULATION OF BIDS

DATE: 8/25/10	TIME: 9:00 AM	PROJECT NO. 2010-06

PROJECT:	Purchase of Chlorine and Sulfur Dioxide Gas

BIDDER	ADDRESS	BID*	MEETS ALL BID EQUIREMENTS YES	NO
DXI Industries, Inc.	1919 Jacintoport Blvd. Houston, TX	CL2 Ton Cyl. - $724.00 SO2 Ton Cyl. - $790.00 CL2 150# Cyl. - $97.00	X	
Altivia Corporation	1100 Louisiana, St. 3160 Houston, TX	CL2 Ton Cyl. – "No Bid" SO2 Ton Cyl. - "No Bid" CL2 150# Cyl. – "No Bid"		X

*All Prices FOB Tomball

RECOMMENDATION: Public Works staff recommends awarding contract to sole bidder, DXI Industries, Inc.

DEPT. HEAD SIGNATURE

FUND: GENERAL_____ UTILITY ___X____ WITHIN BUDGET: YES__X____ NO _____

FUND ACCOUNT NO. ___600-614-6110 & 600-613-6110

BUDGETED ACCOUNT NO. _____

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 7, 2010

Topic:

Approve Execution of Bundled Gas Service Agreement between The City of Tomball and Eagle Rock Midstream, L.P. for the transport and delivery of the portion of the City's natural gas supply recieved at the South Gate Facility.

Background:

In January of this year, Tennessee Gas Pipeline Company requested the City's consent to transfer ownership of their lateral pipeline that serves the City's South Gate. The City provided the requested consent with the understanding that this is only a transfer of ownership and the City would continue receiving gas under the existing contract terms. Once the City provided the requested consent of assignment, Tennessee Gas sold the lateral pipeline serving the City's South Gate to Alamo Pipeline, LLC. Alamo Pipeline, LLC, then notified the City's supplier of record (EDF Trading) that they would consider an agreement to supply gas to the City under different terms and at higher rates. Since the City receives most of its gas supply from the City's second receiving point, the North Gate, City Council directed that the city seek additional alternatives for the supply for the South Gate. City Staff began discussions with Eagle Rock Midstream, L.P. which owns an inactive tap facility at the City's South Gate and had expressed an interest to activate their facilities and supply the city with gas at this receiving point.

Since 2006, the City has purchased all of its natural gas through Texas Municipal Gas Corporation II (TMGC-II) as part of a cooperative purchasing program that encompasses multiple municipalities. Municipalities in this program receive tax rebates on their gas purchases. Eagle Rock Midstream, L.P. is a participant in this program.

At present, Alamo Pipeline, LLC. has closed the receiving point at our South Gate and the City is currently receiving all of its gas supply from the North Gate. The City can afford to recieve gas solely from the North Gate at the present time as summer demands are reduced. However, public works is concerned that a supply agreement for the South Gate is executed before winter demands crop up beyond capacity for the North Gate.

The proposed bundled gas agreement includes a $50,00.00 facilities reimbursement fee to be paid to Eagle Rock for costs associated with reactivating their facilities. The rates provided in the proposed agreement are variable and may affect our customer rate structure in future years.

A copy of the Bundled Gas Service Agreement submitted by Eagle Rock Midstream, L.P. is included for your review.

Origination:

Public Works

Recommendation:

Staff recommedns execution of the Bundled Gas Service Agreement between The City of Tomball and Eagle Rock Midstream, L.P. for the transport and delivery of the portion of the City's natural gas supply recieved at the South Gate Facility.

Funding: Yes
Account Number: 600-615-6129

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

ACTION TAKEN

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

ATTACHMENTS:

Draft Bundled Gas Service Agreement - Clean
Draft Bundled Gas Agreement_Redlined

DRAFT

CITY OF TOMBALL, TEXAS
BUNDLED GAS SERVICE AGREEMENT

THIS AGREEMENT effective as of the 1st day of _____ 2010, is by and between **EAGLE ROCK MIDSTREAM, L.P.**, a Texas limited partnership, hereinafter referred to as "Seller" and the **CITY OF TOMBALL, TEXAS**, hereinafter referred to as "Buyer".

WHEREAS, Buyer owns and operates a municipal natural gas distribution system serving the City of Tomball, Texas and its environs ("Buyer's System") which requires a daily supply of natural gas via two city gates; and

WHEREAS, Buyer desires to acquire a supply of natural gas to satisfy that portion of Buyer's System's gas supply requirements that are fulfilled by receipt of gas at Buyer's city gate located south of Humble Road in Tomball, Texas (the "South Gate"); and

WHEREAS, Seller has or will acquire a supply of natural gas and access to a pipeline delivery system which will supply and deliver one hundred percent (100%) of that portion of Buyer's System's gas supply requirements that are fulfilled by receipt of gas at the South Gate during the term of this Agreement; and

WHEREAS, Seller and Buyer desire to enter into an agreement whereby Seller will sell to Buyer and Buyer will purchase from Seller, one hundred percent (100%) of that portion of Buyer's System's daily natural gas requirements that are fulfilled by receipt of gas at the South Gate, as hereinafter set forth;

THEREFORE, in consideration of the premises and of the agreements, covenants and conditions herein set forth, Seller agrees to sell and deliver to Buyer and Buyer agrees to purchase and pay for the gas in accordance with the provisions of this Agreement (including the General Terms which are attached and made a part hereof) as follows:

Quantity: Seller shall arrange to transport, deliver and sell one hundred percent (100%) of that portion of Buyer's System's daily gas requirements that are fulfilled by receipt of gas at the South Gate, and Buyer shall purchase one hundred percent (100%) of that portion of Buyer's System's daily gas requirements that are fulfilled by receipt of gas at the South Gate during the term of this Agreement.

Delivery and Measurement Point(s): The Delivery and Measurement Point(s) shall include those Delivery and Measurement Point(s) that may be agreed upon by the Parties for delivery of gas hereunder, and shall include the following:

A. That point where Seller's Transporter's System is connected to the Buyer's System at Buyer's South Gate;
B. Other such points as may be agreed upon by the Parties.

Buyer shall pay to Seller a one-time facilities reimbursement fee of fifty thousand dollars ($50,000) for Seller's costs incurred in reactivating the Delivery and Measurement Point "A" above. Such facilities reimbursement fee shall be invoiced by Seller to Buyer upon execution of this Agreement and payable by Buyer within fifteen (15) days of receipt of said invoice from Seller. Seller's costs herein include integrity work associated with returning a segment of Seller's Transporter's pipeline to active service, plus the installation of piping, valves, a continuous sampler, and electronic flow measurement equipment, all of which shall be owned, maintained and operated by Seller or Seller's Transporter. Pursuant to Paragraph 3 of the General Terms below, Buyer shall continue to own, and Seller or Seller's Transporter shall maintain and operate, the metering facilities currently in place at the Delivery and Measurement Point(s). All ongoing maintenance or repair costs of any facility mentioned herein shall be the responsibility of the owner of such facility.

Should an alternate supply of gas become available for interconnection to Buyer's system that meets the quality specifications set forth in the attached General Terms, the Parties agree that Seller, at Seller's option, shall have the right to attach such supply to Buyer's system and to make deliveries from such supply according to the terms hereof.

Firm Sales and Title: All gas delivered hereunder shall be delivered and sold by Seller and received by Buyer on a firm basis under the terms hereof. Title to and responsibility for all gas sold and purchased hereunder shall pass from Seller to Buyer at the Delivery and Measurement Point(s).

Term: The initial term shall be for a period of ten (10) years from the effective date hereof. Thereafter, this Agreement shall continue in effect on a year to year basis until terminated by either party giving the other party written notice of termination at least sixty (60) days prior to the end of the initial term or any then extended term.

Price: Baseload Price: The price of Baseload Gas shall be fixed for consecutive (1) month periods ("Pricing Period"). The price for Baseload Gas purchased hereunder for each Pricing Period during the term hereof, shall be the Index posting for "Market Center Spot-Gas Prices (per MMBtu)" under "East Texas/Houston Ship Channel", as reported in the first publication of *Inside F.E.R.C.'s Gas Market Report* of the month in which natural gas was received by Buyer (the "Baseload Index").

Swing Price: In the event there is an imbalance, in terms of MMBtu, on any given day caused by differences between the Daily Baseload Nomination and actual deliveries of gas hereunder, the Parties hereby agree that Buyer shall compensate Seller with respect to the differences in the following manner:

(1) If the imbalance was caused by Buyer's receipt of more gas at the Delivery and Measurement Point(s) than Buyer's Daily Baseload Nomination, Buyer shall be deemed to have purchased from Seller at the Delivery Point(s) a quantity of Swing Gas equal to the quantity of the imbalance. The purchase price applicable to such purchase shall be the higher of (i) the Daily Common High posting for "East-Houston-Katy/Houston Ship Channel" under "Daily Price Survey ($/MMBtu)" applicable to the day during which the imbalance was created, as reported in *Gas Daily*, (ii) the Daily Common High posting for "South-Corpus Christi/Tx. Eastern, STX" under "Daily Price Survey ($/MMBtu)" applicable to the day during which the imbalance was created, as reported in *Gas Daily*, or (iii) the Baseload Index. If the imbalance was created on a day for which no such price was published, the next published price shall apply to such day.

(2) If the imbalance was caused by Buyer's receipt of less gas at the Delivery and Measurement Point(s) than Buyer's Daily Baseload Nomination, Buyer shall receive a credit against its Baseload Gas purchase equal to the quantity of the imbalance multiplied by the lower of (i) the Daily Common Low posting for "East-Houston-Katy/Houston Ship Channel" under "Daily Price Survey ($/MMBtu)" applicable to the day during which the imbalance was created, as reported in *Gas Daily*, (ii) the Daily Common Low posting for "South-Corpus Christi/Tx. Eastern, STX" under "Daily Price Survey ($/MMBtu)" applicable to the day during which the imbalance was created, as reported in *Gas Daily*, or (iii)) the Baseload Index. If the imbalance was created on a day for which no such price was published, the next published price shall apply to such day.

<u>Pricing Fee/Pricing Fee Adjustment</u>: In addition to the prices of Baseload Gas and Swing Gas outlined above, Buyer shall pay to Seller forty cents ($0.40) for each MMBTU (the "Pricing Fee") delivered at the Delivery and Measurement Point(s) during each respective Pricing Period. On April 1, 2012, and each subsequent April 1, thereafter, the Pricing Fee of forty cents ($0.40) per MMBtu shall be adjusted upward or downward to reflect changes in the cost of operations as reflected by fluctuations in the CPI by multiplying the initial forty cents ($0.40) by the CPI Adjustment. Such CPI Adjustment is a fraction, the numerator of which is the Annual CPI for the most recent year preceding the applicable Pricing Fee adjustment period and the denominator of which is the Annual CPI for the year 2010. The formula for the Pricing Fee Adjustment is shown below:

Pricing Fee Adjustment = (Annual CPI for the preceding year / Annual CPI 2010) x $0.40

CPI = Consumer Price Index – Urban Wage Earners and Clerical Workers (Houston-Galveston-Brazoria, TX, All Items, Not Seasonally Adjusted), as determined by the U.S. Department of Labor and published by the U.S. Department of Commerce.

Notwithstanding the above, the amount of any annual CPI Adjustment shall not exceed

five percent (5%), nor shall the Pricing Fee Adjustment equal less than forty cents ($0.40) per MMBtu at any time.

In addition to the Baseload and Swing Prices above, as the case may be, Buyer shall pay to Seller Seller's actual cost of transportation and related costs (including fuel and loss charges). Current transportation costs, which may not run concurrent with the term of this Agreement, are twenty and one-half cents ($0.205) per MMBtu, plus one-half percent (0.5%) fuel retention.

If, during any Pricing Period the foregoing index(es) for spot gas is not available, the parties shall agree upon a pricing method which historically approximated the index(es) stated above. In such an event should the parties not be able to agree on Price the parties will submit the issue of Price for the period in question to be conducted under the Commercial Rules of the American Arbitration Association.

Payment: On or before the fifteenth (15th) day of the month following the month in which gas was delivered, Seller shall submit an invoice to Buyer for all gas purchased and sold at the Delivery and Measurement Point(s) during the preceding month. Should Seller not receive the information required to prepare such invoices in a timely manner, then Seller shall submit an estimated invoice, to be adjusted no later than the next month's billing cycle. Buyer shall pay Seller's invoice fifteen (15) days from receipt of the invoice but no earlier than the last day of the month following the month in which gas was delivered.

This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Should Buyer fail to remit the full undisputed amount payable when due, interest on the unpaid and undisputed portion of the invoice shall accrue pursuant to the provisions of such Act. If Buyer, in good faith, disputes the amount of any such invoice or any part thereof, Buyer will pay to Seller such undisputed amount; provided, however, if Buyer disputes the amount due, Buyer must provide documentation to support the amount so disputed.

Security: Seller may, at its option upon Buyer not timely remitting the undisputed amount due and payable hereunder, request that Buyer furnish security acceptable in general bank lending practices to Seller to assure Seller of payment for gas sold hereunder, and Buyer will promptly furnish such security. Seller will not make unreasonable demands upon Buyer. Failure of Buyer to furnish such security shall entitle Seller to suspend deliveries of gas until such security is provided, but the exercise of such right shall be in addition to any and all other remedies available to Seller.

Notice Requirements: All notices are required to be given in writing and shall be deemed received when deposited in the United States mail, postage prepaid and addressed to the address set forth herein for the party being notified or by facsimile transmission, transmission confirmed. Notice of readiness to commence deliveries, suspension or resumption of deliveries, shall be given by certified mail, postage prepaid

and addressed to the address set forth herein for the party being notified or by facsimile transmission, transmission confirmed. Either party may change its address for notices by complying with terms of this paragraph.

Correspondence Address: Notices of financial and non-operating matters shall be addressed as follows:

When to Seller:	**When to Buyer:**
Eagle Rock Midstream, L.P.	City of Tomball
P.O. Box 2968	401 Market Street
Houston, TX 77252	Tomball, Texas 77375
Telephone: (281) 408-1200	Telephone: (281) 351-5484
Facsimile: (281) 408-1395	Facsimile: (281) 351-6256
Attn: Contract Administration	Attn: City Manager

Operating Notices: All operating notices are required to be given in the most expeditious form available whether that is by mail, telephone, fax, modem, other method. Notices of operating matters shall be addressed as detailed above with the following contacts:

When to Seller:	**When to Buyer:**
Eagle Rock Midstream, L.P.	City of Tomball
P.O. Box 2968	501 James Street
Houston, TX 77252	Tomball, Texas 77375
Telephone: (281) 408-1200	Telephone: (281) 280-1427
Facsimile: (281) 362-7472	Facsimile: (281) 351-4735
Attention: Gas Scheduling	Attn: Utilities Superintendent

Counterparts/Facsimile: It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which may be deemed an original for all purposes. Further, an executed facsimile or a facsimile copy of the executed Agreement shall constitute an original.

IN WITNESS WHEREOF, this Agreement is executed as of the _____ day of _____, 2010.

EAGLE ROCK MIDSTREAM, L.P.
By Eagle Rock Pipeline GP, LLC
its general partner

_____
William E. Puckett

Senior Vice President, Midstream Business

ATTEST:

_____
City Secretary

CITY OF TOMBALL, TEXAS

By: _____

Name: _____

Title: _____

DRAFT

GENERAL TERMS

1. Definitions. All capitalized terms used in these General Terms refer to the terms specified in the Agreement. The term "Agreement" refers to the foregoing Bundled Gas Service Agreement, which includes these General Terms. For the purpose of this agreement, unless the context of the instruments requires otherwise, the following terms and phrases shall have the following particular meanings:

a. The term "Btu" shall mean British Thermal Unit or Units, as applicable, measured at a pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch at a temperature of sixty (60) degrees Fahrenheit, on a dry basis.

b. The term "Baseload Gas" shall mean those monthly volumes of gas nominated by Buyer for a Pricing Period or Seller's estimate of Buyer's monthly requirements for a Pricing Period in the event Buyer fails to provide a monthly nomination at least five (5) business days prior to such Pricing Period (the "Monthly Baseload Nomination"). Should Buyer not submit a timely nomination, Seller shall use the average of the previous four (4) years' purchases by Buyer for such respective Pricing Period as the Monthly Baseload Nomination. Seller shall divide the Monthly Baseload Nomination by the number of days in the Pricing Period to determine the Buyer's daily nomination for the Pricing Period (the "Daily Baseload Nomination").

c. The term "day" shall mean a period of time commencing at 9:00 A.M. Central Time on a calendar day and ending at 9:00 A.M. Central Time on the following day

d. The term "Gas" or "gas" shall mean any mixture of hydrocarbons and non-combustible gases in a gaseous state consisting primarily of methane.

e. The term "Mcf" shall mean one thousand (1,000) cubic feet of Gas measured at a base temperature of sixty degrees (60º) Fahrenheit, and at a pressure base of fourteen and seventy-three one-hundredths (14.73) pounds per square inch absolute.

f. The term "MMBtu" shall mean one million (1,000,000) Btu's.

g. The term "month" shall mean the period beginning at 9:00 A.M. Central Time on the first day of a calendar month and ending at 9:00 A.M. Central Time on the first day of the next succeeding calendar month.

h. The term "Party", as used herein, shall mean either Buyer or Seller, and the term "Parties" shall mean Buyer and Seller.

i. The term "psia" shall mean pounds per square inch absolute.

j. The term "psig" shall mean pounds per square inch gauge.

k. The term "Swing Gas" shall mean those daily volumes of gas delivered to Buyer hereunder which either exceed or are less than the Daily Baseload Nomination.

l. The term "Transporter" shall mean the pipeline transporting the gas delivered by Seller at the Delivery and Measurement Point(s).

2. Quality. All gas shall be merchantable quality and shall meet the following quality specifications:

a. The gas shall be free of water and hydrocarbons in liquid form.

b. The gas shall in no event have a water content in excess of seven (7) pounds of water per million (1,000,000) cubic feet of gas as determined by a method generally acceptable for use in the gas industry, which method shall be mutually acceptable to both parties.

c. The gas shall not contain more than one (1) grain of hydrogen sulphide per one hundred (100) cubic feet as determined by quantitative test. Determination shall be made by a method in general use in the industry, which method shall be mutually acceptable to both parties.

d. The gas shall not contain more than ten (10) grains of total sulphur per one hundred (100) cubic feet of gas as determined by quantitative test. Determination shall be made by a method in general use in the industry, which method shall be mutually acceptable to both parties

e. The gas shall not have a temperature greater than one hundred twenty (120) degrees Fahrenheit.

f. The gas shall not contain more than two percent (2%), by volume, of carbon dioxide and three percent (3%), by volume of nitrogen.

g. The gas shall not contain in excess of fifty (50) parts per million of oxygen.

h. The gas shall not have a gross heating value of less than nine hundred sixty-seven (967) nor more than one thousand two hundred (1,200) Btu's per cubic foot.

i. The gas shall not contain any active bacteria or bacterial agent, including but not limited to sulphate reducing bacteria and acid producing bacteria, nor any hazardous or toxic substances.

The compositional analysis of the gas sold hereunder shall be determined at least monthly using a representative sample of the gas volumes being delivered. The analysis of the gas shall be determined by a third party laboratory subject to mutually agreeable standards and procedures. Should Seller's tender of Gas failing to meet quality specifications hereunder extend for a period greater than thirty (30) days, the Buyer shall

have the right in addition to all other rights and remedies it may have in law and equity at the end of such thirty (30) days, and as long thereafter as the Seller continues to tender such non-conforming Gas, to terminate this Agreement on twenty-four (24) hours advance written notice to the Seller stating the effective date of such termination

3. Measurement and Quality Standards and Procedures. Except as otherwise agreed by Buyer, the Buyer-owned metering facilities to measure the volumes of gas delivered and sold at the Delivery and Measurement Point(s) (currently a Daniels two-inch turbine meter), shall be maintained and operated by Seller or Seller's Transporter. Seller reserves the right to install check meters at Seller's cost. Seller shall determine the Btu content of the Gas at the Delivery and Measurement Point(s). Facilities and measurement data with respect to the Gas covered hereby shall at all reasonable times be subject to joint inspection by the parties hereto. The unit of quantity measurement for purposes of this agreement shall be one MMBtu dry. The specific gravity and composition used in the computation of quantity measurement shall be obtained from the most recently available representative gas chromatographic analysis obtained pursuant to Paragraph 2 above, which in no event shall be less often than monthly. The meters for measurement of volumes of Gas hereunder must be installed and operated, and Gas measurement computations must be made in accordance with current industry standards. Orifice metering must be performed in accordance with the latest version of A.G.A. Report No. 3 – ANSI/API 2530. Positive displacement and rotary metering must be performed in accordance with the latest version ANSI B 109.1, B109.2 or B109.3. Turbine metering must be performed in accordance with the latest version of A.G.A. Report No. 7. Electronic measurement must be performed in accordance with the latest version of API Manuel of Petroleum Measurement Standards Chapter 21-Flow Measurement Using Electronic Metering Systems.

4. Meter Test. Orifice meters and their appurtenant instruments shall be calibrated monthly. Positive displacement meters and turbine meters shall be tested at least annually and calibrated if necessary. If the aggregate error in any measurement devices is found on test to register not more than one percent (1%) fast or slow in volume, then they shall be deemed to be correct. All measuring devices shall be adjusted upon test to register accurately within the tolerance allowed by their respective manufacturers. If the aggregate error in any measurement devices is more than one percent (1%) fast or slow in volume, adjustments shall be made by applying the percentage of error to the volume involved during the time the metering equipment was out of calibration, if this period can be ascertained. If the length of time the metering equipment was out of calibration cannot be ascertained, then the percentage of error will be applied to the volume delivered for one-half of the time elapsed since the date of the last calibration. During the time any meter is out of repair or is being tested, or in the event of a sudden failure of any meter to register for any period accurately within the one percent (1%) variation allowed herein, and if it is not feasible to install another meter, then the volume of Gas flowed shall be estimated with the mutual concurrence of both parties until a new or repaired meter is installed. Adjustment and settlement shall be made at the regular monthly periods on the basis of the best available data using the first of the following methods which is feasible:

a. By using the registration of any check measuring equipment, if installed and registering;

b. By correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculations; and

c. By estimating the quantity of deliveries by deliveries during preceding periods under similar conditions when the meter was registering accurately.

The measuring party shall give the other party notice of the time of all tests of meters and appurtenant instruments sufficiently in advance of the holding of such tests so that the other party may conveniently have its representatives present; provided, however, if the measuring party has given such notice to the other party and the other party is not present at the time specified, then the measuring party may proceed with the tests as though the other party were present, and the results therefrom shall be deemed correct and accurate.

5. Taxes. Price shall include all Taxes imposed prior to or at the Delivery and Measurement Point(s). The term Taxes includes, all existing taxes, imposts, assessments or charges except ad valorem, net income and excess profit taxes imposed or levied by any governmental authority on Seller.

Buyer agrees to pay its proportionate part of any new taxes or increased rate of any existing tax, assessment or charge or subsequently applicable taxes, except ad valorem, net income and excess profit taxes, imposed or levied by any governmental authority as a result of any new or amended law, ordinance, enacted after January 1, 2002, which is assessed or levied against the Seller and added to or made a part of the cost of natural gas purchased by the Seller for resale hereunder.

6. Audit. Each party hereto shall have the right at all reasonable times to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement, charge, computation, or demand made under or pursuant to this Agreement. Any statement shall be final as to both parties unless questioned within two (2) years after payment thereof has been made. Except as may otherwise be provided by applicable law, regulation or order, if an error becomes evident involving an overpayment or underpayment for gas delivered, then within thirty (30) days after the final determination and notice thereof, Seller shall refund the amount of any overpayment and/or Buyer shall pay any balance owed due to any underpayment.

7. Force Majeure

a. Except with regard to a party's obligation to make payments due hereunder neither party shall be liable to the other for failure to perform an obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension and which could not have been prevented with the exercise of reasonable care, as further defined in this Section 7.

b. Force Majeure shall include but not be limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, equipment failure (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption of firm transportation and/or storage by transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction. The Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

c. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary firm transportation unless primary, in-path, firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship.

d. Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the sole discretion of the party experiencing such disturbance.

e. The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notification with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other party, the affected party will be relieved of its obligation to make or accept delivery of Gas as applicable to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

8. Laws & Regulations. This Agreement is subject to all applicable governmental laws, orders, directives, rules and regulations. The laws of the state of Texas shall govern this Agreement and shall control in construing this Agreement.

9. Invalidity. A holding by a court that any provision of this Agreement is invalid or unenforceable shall not affect the validity of the other provisions of this Agreement.

10. Assignment. This Agreement may not be assigned without the written consent of both parties. Consent to an assignment shall not be unreasonably withheld. No proposed assignment of this Agreement will be effective until written notice is given of the proposed assignment and written consent to the assignment is obtained in accordance with this paragraph. Notwithstanding anything herein contained to the contrary, nothing in this Agreement shall prohibit either party from using this Agreement as security for any indebtedness incurred by it, its parent corporation, or any of its subsidiaries. Either

party is expressly granted the right to pledge this Agreement as security for the payment of any indebtedness incurred by it, its parent company, or its subsidiaries, however such pledge be evidenced. No assignment of this Agreement will act to release the assigning party unless the non-assigning party expressly consents to the release of the assigning party.

11. Warranty. Seller warrants, and agrees to defend title to the natural gas delivered hereunder and the right of Seller to sell same. Seller further warrants that all such natural gas is delivered free and clear of all liens, encumbrances, and adverse claims, including without limitation liens to secure payment of taxes.

12. Remedy for Default. With the exception of billing disputes and as otherwise specifically provided in this Agreement, if either party shall fail to perform any of the covenants or obligations imposed upon it under this Agreement (except where such failure shall be excused under the provisions hereof), the other party may, at its option, terminate this Agreement by written notice to be served on the party in default, stating specifically the cause for terminating this Agreement and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have thirty (30) days after the service of the notice in which to remedy or remove the cause or causes stated in the notice for terminating the Agreement and, if within said period of thirty (30) days, the party in default does so remedy and remove said cause or causes and fully indemnify the party not in default for any and all consequences of such breach, then such notice shall be withdrawn and this Agreement shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes and does not indemnify the party giving the notice for any all consequences of such breach, within said period of thirty (30) days, then this Agreement shall become null and void from and after the expiration of said period. Any cancellation of this Agreement pursuant to the provisions of this section shall be without prejudice to the right of the party not in default to collect any amounts then due it and without waiver of any other remedy to which the party not in default may be entitled for violation of this Agreement.

13. Possession. Seller shall be deemed for purposes hereof to be in exclusive control and possession of the gas delivered at the Delivery and Measurement Point(s) prior to and upon delivery. Seller shall indemnify, defend and hold Buyer and Buyer's agents harmless from and against any and all loss, cost and expense, including judgments, demands, actions or liability (including reasonable expenses, attorneys' fees and costs incurred by Buyer in connection therewith) arising while the gas is in Seller's exclusive control or possession. Buyer shall indemnify, defend and hold Seller and Seller's agents harmless from and against any and all loss, cost and expense, including judgments, demands, actions or liability (including reasonable expenses, attorney's fees and costs incurred by Seller in connection therewith) arising from Buyer's possession of the gas while the gas is in Buyer's exclusive control.

14. Sale of Natural Gas Distribution System. As a material inducement to Seller to enter into this Agreement, Buyer covenants and agrees that in the event of the sale of

Buyer's municipal gas distribution System that a condition of such sale shall require the purchaser to assume the obligations of Buyer hereunder.

15. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter.

16. Odorization. Buyer shall be responsible for odorizing the gas sold and purchased hereunder and Seller assumes no obligation therefor.

DRAFT

CITY OF TOMBALL, TEXAS
BUNDLED GAS SERVICE AGREEMENT

THIS AGREEMENT effective as of the 1st day of _____ 2010, is by and between **EAGLE ROCK MIDSTREAM, L.P.**, a Texas limited partnership, hereinafter referred to as "Seller" and the **CITY OF TOMBALL, TEXAS**, hereinafter referred to as "Buyer".

WHEREAS, Buyer owns and operates a municipal natural gas distribution system serving the City of Tomball, Texas and its environs ("Buyer's System") which requires a daily supply of natural gas via two city gates; and

WHEREAS, Buyer desires to acquire a supply of natural gas to satisfy that portion of Buyer's System's gas supply requirements that are fulfilled by receipt of gas at Buyer's city gate located south of Humble Road in Tomball, Texas (the "South Gate"); and

WHEREAS, Seller has or will acquire a supply of natural gas and access to a pipeline delivery system which will supply and deliver one hundred percent (100%) of that portion of Buyer's System's gas supply requirements that are fulfilled by receipt of gas at the South Gate during the term of this Agreement; and

WHEREAS, Seller and Buyer desire to enter into an agreement whereby Seller will sell to Buyer and Buyer will purchase from Seller, one hundred percent (100%) of that portion of Buyer's System's daily natural gas requirements that are fulfilled by receipt of gas at the South Gate, as hereinafter set forth;

THEREFORE, in consideration of the premises and of the agreements, covenants and conditions herein set forth, Seller agrees to sell and deliver to Buyer and Buyer agrees to purchase and pay for the gas in accordance with the provisions of this Agreement (including the General Terms which are attached and made a part hereof) as follows:

Quantity: Seller shall arrange to transport, deliver and sell one hundred percent (100%) of that portion of Buyer's System's daily gas requirements that are fulfilled by receipt of gas at the South Gate, and Buyer shall purchase one hundred percent (100%) of that portion of Buyer's System's daily gas requirements that are fulfilled by receipt of gas at the South Gate during the term of this Agreement.

Delivery and Measurement Point(s): The Delivery and Measurement Point(s) shall include those Delivery and Measurement Point(s) that may be agreed upon by the Parties for delivery of gas hereunder, and shall include the following:

A. That point where Seller's Transporter's System is connected to the Buyer's System at Buyer's South Gate;
B. Other such points as may be agreed upon by the Parties.

Buyer shall pay to Seller a one-time facilities reimbursement fee of fifty thousand dollars ($50,000) for Seller's costs incurred in reactivating the Delivery and Measurement Point "A" above. Such facilities reimbursement fee shall be invoiced by Seller to Buyer upon execution of this Agreement and payable by Buyer within fifteen (15) days of receipt of said invoice from Seller. Seller's costs herein include integrity work associated with returning a segment of Seller's Transporter's pipeline to active service, plus the installation of piping, valves, a continuous sampler, and electronic flow measurement equipment, all of which shall be owned, maintained and operated by Seller or Seller's Transporter. Pursuant to Paragraph 3 of the General Terms below, Buyer shall continue to own, and Seller or Seller's Transporter shall maintain and operate, the metering facilities currently in place at the Delivery and Measurement Point(s). All ongoing maintenance or repair costs of any facility mentioned herein shall be the responsibility of the owner of such facility.

Should an alternate supply of gas become available for interconnection to Buyer's system that meets the quality specifications set forth in the attached General Terms, the Parties agree that Seller, at Seller's option, shall have the right to attach such supply to Buyer's system and to make deliveries from such supply according to the terms hereof.

Firm Sales and Title: All gas delivered hereunder shall be delivered and sold by Seller and received by Buyer on a firm basis under the terms hereof. Title to and responsibility for all gas sold and purchased hereunder shall pass from Seller to Buyer at the Delivery and Measurement Point(s).

Term: The initial term shall be for a period of ten (10) years from the effective date hereof. Thereafter, this Agreement shall continue in effect on a year to year basis until terminated by either party giving the other party written notice of termination at least sixty (60) days prior to the end of the initial term or any then extended term.

Price: Baseload Price: The price of Baseload Gas shall be fixed for consecutive (1) month periods ("Pricing Period"). The price for Baseload Gas purchased hereunder for each Pricing Period during the term hereof, shall be the Index posting for "Market Center Spot-Gas Prices (per MMBtu)" under "East Texas/Houston Ship Channel", as reported in the first publication of *Inside F.E.R.C.'s Gas Market Report* of the month in which natural gas was received by Buyer (the "Baseload Index").

Swing Price: In the event there is an imbalance, in terms of MMBtu, on any given day caused by differences between the Daily Baseload Nomination and actual deliveries of gas hereunder, the Parties hereby agree that Buyer shall compensate Seller with respect to the differences in the following manner:

(1) If the imbalance was caused by Buyer's receipt of more gas at the Delivery and Measurement Point(s) than Buyer's Daily Baseload Nomination, Buyer shall be deemed to have purchased from Seller at the Delivery Point(s) a quantity of Swing Gas equal to the quantity of the imbalance. The purchase price applicable to such purchase shall be the higher of (i) the Daily Common High posting for "East-Houston-Katy/Houston Ship Channel" under "Daily Price Survey ($/MMBtu)" applicable to the day during which the imbalance was created, as reported in *Gas Daily*, (ii) the Daily Common High posting for "South-Corpus Christi/Tx. Eastern, STX" under "Daily Price Survey ($/MMBtu)" applicable to the day during which the imbalance was created, as reported in *Gas Daily*, or (iii) the Baseload Index. If the imbalance was created on a day for which no such price was published, the next published price shall apply to such day.

(2) If the imbalance was caused by Buyer's receipt of less gas at the Delivery and Measurement Point(s) than Buyer's Daily Baseload Nomination, Buyer shall receive a credit against its Baseload Gas purchase equal to the quantity of the imbalance multiplied by the lower of (i) the Daily Common Low posting for "East-Houston-Katy/Houston Ship Channel" under "Daily Price Survey ($/MMBtu)" applicable to the day during which the imbalance was created, as reported in *Gas Daily*, (ii) the Daily Common Low posting for "South-Corpus Christi/Tx. Eastern, STX" under "Daily Price Survey ($/MMBtu)" applicable to the day during which the imbalance was created, as reported in *Gas Daily*, or (iii)) the Baseload Index. If the imbalance was created on a day for which no such price was published, the next published price shall apply to such day.

Pricing Fee/Pricing Fee Adjustment: In addition to the prices of Baseload Gas and Swing Gas outlined above, Buyer shall pay to Seller forty cents ($0.40) for each MMBTU (the "Pricing Fee") delivered at the Delivery and Measurement Point(s) during each respective Pricing Period. On April 1, 2012, and each subsequent April 1, thereafter, the Pricing Fee of forty cents ($0.40) per MMBtu shall be adjusted upward or downward to reflect changes in the cost of operations as reflected by fluctuations in the CPI by multiplying the initial forty cents ($0.40) by the CPI Adjustment. Such CPI Adjustment is a fraction, the numerator of which is the Annual CPI for the most recent year preceding the applicable Pricing Fee adjustment period and the denominator of which is the Annual CPI for the year 2010. The formula for the Pricing Fee Adjustment is shown below:

Pricing Fee Adjustment = (Annual CPI for the preceding year / Annual CPI 2010) x $0.40

CPI = Consumer Price Index – Urban Wage Earners and Clerical Workers (Houston-Galveston-Brazoria, TX, All Items, Not Seasonally Adjusted), as determined by the U.S. Department of Labor and published by the U.S. Department of Commerce.

Notwithstanding the above, the amount of any annual CPI Adjustment shall not exceed

Comment [dbk1]: Permitted CPI Adjustments. The rates which may be charged for the second and subsequent years of the term of the Contract shall be adjusted upward or downward to reflect changes in the cost of operations as reflected by fluctuations in the Consumer Price Index for Urban Wage Earner and Clerical Workers (all items, Houston area), as published by the U.S. Department of Labor, Bureau of Labor Statistics; provided, however, that the amount of any annual CPI adjustment shall not exceed five percent (5%) and no rate adjustment shall be made below the base unit prices.

Comment [d2]: Moved the base year to 2010 as we won't begin escalating until 2012. (Annual CPI for a previous year is published by April 1 of the next year, therefore, by April 1, 2012, we will have both the base year (2010) and the preceding year's (2011) index.)

five percent (5%), nor shall the Pricing Fee Adjustment equal less than forty cents ($0.40) per MMBtu at any time.

In addition to the Baseload and Swing Prices above, as the case may be, Buyer shall pay to Seller Seller's actual cost of transportation and related costs (including fuel and loss charges). Current transportation costs, which may not run concurrent with the term of this Agreement, are twenty and one-half cents ($0.205) per MMBtu, plus one-half percent (0.5%) fuel retention.

If, during any Pricing Period the foregoing index(es) for spot gas is not available, the parties shall agree upon a pricing method which historically approximated the index(es) stated above. In such an event should the parties not be able to agree on Price the parties will submit the issue of Price for the period in question to be conducted under the Commercial Rules of the American Arbitration Association.

Payment: On or before the fifteenth (15th) day of the month following the month in which gas was delivered, Seller shall submit an invoice to Buyer for all gas purchased and sold at the Delivery and Measurement Point(s) during the preceding month. Should Seller not receive the information required to prepare such invoices in a timely manner, then Seller shall submit an estimated invoice, to be adjusted no later than the next month's billing cycle. Buyer shall pay Seller's invoice fifteen (15) days from receipt of the invoice but no earlier than the last day of the month following the month in which gas was delivered.

This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code. Should Buyer fail to remit the full undisputed amount payable when due, interest on the unpaid and undisputed portion of the invoice shall accrue pursuant to the provisions of such Act. If Buyer, in good faith, disputes the amount of any such invoice or any part thereof, Buyer will pay to Seller such undisputed amount; provided, however, if Buyer disputes the amount due, Buyer must provide documentation to support the amount so disputed.

Comment [d3]: This language is in our other municipal contracts. However, if Tomball is subject to the prompt payment act, let us know and we will insert those provisions instead.

Security: Seller may, at its option upon Buyer not timely remitting the undisputed amount due and payable hereunder, request that Buyer furnish security acceptable in general bank lending practices to Seller to assure Seller of payment for gas sold hereunder, and Buyer will promptly furnish such security. Seller will not make unreasonable demands upon Buyer. Failure of Buyer to furnish such security shall entitle Seller to suspend deliveries of gas until such security is provided, but the exercise of such right shall be in addition to any and all other remedies available to Seller.

Notice Requirements: All notices are required to be given in writing and shall be deemed received when deposited in the United States mail, postage prepaid and addressed to the address set forth herein for the party being notified or by facsimile transmission, transmission confirmed. Notice of readiness to commence deliveries, suspension or resumption of deliveries, shall be given by certified mail, postage prepaid

and addressed to the address set forth herein for the party being notified or by facsimile transmission, transmission confirmed. Either party may change its address for notices by complying with terms of this paragraph.

Correspondence Address: Notices of financial and non-operating matters shall be addressed as follows:

When to Seller:	**When to Buyer:**
Eagle Rock Midstream, L.P.	City of Tomball
P.O. Box 2968	401 Market Street
Houston, TX 77252	Tomball, Texas 77375
Telephone: (281) 408-1200	Telephone: (281) 351-5484
Facsimile: (281) 408-1395	Facsimile: (281) 351-6256
Attn: Contract Administration	Attn: City Manager

Operating Notices: All operating notices are required to be given in the most expeditious form available whether that is by mail, telephone, fax, modem, other method. Notices of operating matters shall be addressed as detailed above with the following contacts:

When to Seller:	**When to Buyer:**
Eagle Rock Midstream, L.P.	City of Tomball
P.O. Box 2968	501 James Street
Houston, TX 77252	Tomball, Texas 77375
Telephone: (281) 408-1200	Telephone: (281) 280-1427
Facsimile: (281) 362-7472	Facsimile: (281) 351-4735
Attention: Gas Scheduling	Attn: Utilities Superintendent

Counterparts/Facsimile: It is understood and agreed that this Agreement may be executed in a number of identical counterparts, each of which may be deemed an original for all purposes. Further, an executed facsimile or a facsimile copy of the executed Agreement shall constitute an original.

IN WITNESS WHEREOF, this Agreement is executed as of the _____ day of _____, 2010.

EAGLE ROCK MIDSTREAM, L.P.
By Eagle Rock Pipeline GP, LLC
its general partner

_____
William E. Puckett

Senior Vice President, Midstream Business

ATTEST:

_____
City Secretary

CITY OF TOMBALL, TEXAS

By: _____

Name: _____

Title: _____

GENERAL TERMS

1. Definitions. All capitalized terms used in these General Terms refer to the terms specified in the Agreement. The term "Agreement" refers to the foregoing Bundled Gas Service Agreement, which includes these General Terms. For the purpose of this agreement, unless the context of the instruments requires otherwise, the following terms and phrases shall have the following particular meanings:

a. The term "Btu" shall mean British Thermal Unit or Units, as applicable, measured at a pressure of fourteen and seventy-three hundredths (14.73) pounds per square inch at a temperature of sixty (60) degrees Fahrenheit, on a dry basis.

b. The term "Baseload Gas" shall mean those monthly volumes of gas nominated by Buyer for a Pricing Period or Seller's estimate of Buyer's monthly requirements for a Pricing Period in the event Buyer fails to provide a monthly nomination at least five (5) business days prior to such Pricing Period (the "Monthly Baseload Nomination"). Should Buyer not submit a timely nomination, Seller shall use the average of the previous four (4) years' purchases by Buyer for such respective Pricing Period as the Monthly Baseload Nomination. Seller shall divide the Monthly Baseload Nomination by the number of days in the Pricing Period to determine the Buyer's daily nomination for the Pricing Period (the "Daily Baseload Nomination").

c. The term "day" shall mean a period of time commencing at 9:00 A.M. Central Time on a calendar day and ending at 9:00 A.M. Central Time on the following day

d. The term "Gas" or "gas" shall mean any mixture of hydrocarbons and non-combustible gases in a gaseous state consisting primarily of methane.

e. The term "Mcf" shall mean one thousand (1,000) cubic feet of Gas measured at a base temperature of sixty degrees (60º) Fahrenheit, and at a pressure base of fourteen and seventy-three one-hundredths (14.73) pounds per square inch absolute.

f. The term "MMBtu" shall mean one million (1,000,000) Btu's.

g. The term "month" shall mean the period beginning at 9:00 A.M. Central Time on the first day of a calendar month and ending at 9:00 A.M. Central Time on the first day of the next succeeding calendar month.

h. The term "Party", as used herein, shall mean either Buyer or Seller, and the term "Parties" shall mean Buyer and Seller.

i. The term "psia" shall mean pounds per square inch absolute.

j. The term "psig" shall mean pounds per square inch gauge.

k. The term "Swing Gas" shall mean those daily volumes of gas delivered to Buyer hereunder which either exceed or are less than the Daily Baseload Nomination.

l. The term "Transporter" shall mean the pipeline transporting the gas delivered by Seller at the Delivery and Measurement Point(s).

2. Quality. All gas shall be merchantable quality and shall meet the following quality specifications:

a. The gas shall be free of water and hydrocarbons in liquid form.

b. The gas shall in no event have a water content in excess of seven (7) pounds of water per million (1,000,000) cubic feet of gas as determined by a method generally acceptable for use in the gas industry, which method shall be mutually acceptable to both parties.

c. The gas shall not contain more than one (1) grain of hydrogen sulphide per one hundred (100) cubic feet as determined by quantitative test. Determination shall be made by a method in general use in the industry, which method shall be mutually acceptable to both parties.

d. The gas shall not contain more than ten (10) grains of total sulphur per one hundred (100) cubic feet of gas as determined by quantitative test. Determination shall be made by a method in general use in the industry, which method shall be mutually acceptable to both parties

e. The gas shall not have a temperature greater than one hundred twenty (120) degrees Fahrenheit.

f. The gas shall not contain more than two percent (2%), by volume, of carbon dioxide and three percent (3%), by volume of nitrogen.

g. The gas shall not contain in excess of fifty (50) parts per million of oxygen.

h. The gas shall not have a gross heating value of less than nine hundred sixty-seven (967) nor more than one thousand two hundred (1,200) Btu's per cubic foot.

i. The gas shall not contain any active bacteria or bacterial agent, including but not limited to sulphate reducing bacteria and acid producing bacteria, nor any hazardous or toxic substances.

The compositional analysis of the gas sold hereunder shall be determined at least monthly using a representative sample of the gas volumes being delivered. The analysis of the gas shall be determined by a third party laboratory subject to mutually agreeable standards and procedures. Should Seller's tender of Gas failing to meet quality specifications hereunder extend for a period greater than thirty (30) days, the Buyer shall

have the right in addition to all other rights and remedies it may have in law and equity at the end of such thirty (30) days, and as long thereafter as the Seller continues to tender such non-conforming Gas, to terminate this Agreement on twenty-four (24) hours advance written notice to the Seller stating the effective date of such termination

3. Measurement and Quality Standards and Procedures. Except as otherwise agreed by Buyer, the Buyer-owned metering facilities to measure the volumes of gas delivered and sold at the Delivery and Measurement Point(s) (currently a Daniels two-inch turbine meter), shall be maintained and operated by Seller or Seller's Transporter. Seller reserves the right to install check meters at Seller's cost. Seller shall determine the Btu content of the Gas at the Delivery and Measurement Point(s). Facilities and measurement data with respect to the Gas covered hereby shall at all reasonable times be subject to joint inspection by the parties hereto. The unit of quantity measurement for purposes of this agreement shall be one MMBtu dry. The specific gravity and composition used in the computation of quantity measurement shall be obtained from the most recently available representative gas chromatographic analysis obtained pursuant to Paragraph 2 above, which in no event shall be less often than monthly. The meters for measurement of volumes of Gas hereunder must be installed and operated, and Gas measurement computations must be made in accordance with current industry standards. Orifice metering must be performed in accordance with the latest version of A.G.A. Report No. 3 – ANSI/API 2530. Positive displacement and rotary metering must be performed in accordance with the latest version ANSI B 109.1, B109.2 or B109.3. Turbine metering must be performed in accordance with the latest version of A.G.A. Report No. 7. Electronic measurement must be performed in accordance with the latest version of API Manuel of Petroleum Measurement Standards Chapter 21-Flow Measurement Using Electronic Metering Systems.

4. Meter Test. Orifice meters and their appurtenant instruments shall be calibrated monthly. Positive displacement meters and turbine meters shall be tested at least annually and calibrated if necessary. If the aggregate error in any measurement devices is found on test to register not more than one percent (1%) fast or slow in volume, then they shall be deemed to be correct. All measuring devices shall be adjusted upon test to register accurately within the tolerance allowed by their respective manufacturers. If the aggregate error in any measurement devices is more than one percent (1%) fast or slow in volume, adjustments shall be made by applying the percentage of error to the volume involved during the time the metering equipment was out of calibration, if this period can be ascertained. If the length of time the metering equipment was out of calibration cannot be ascertained, then the percentage of error will be applied to the volume delivered for one-half of the time elapsed since the date of the last calibration. During the time any meter is out of repair or is being tested, or in the event of a sudden failure of any meter to register for any period accurately within the one percent (1%) variation allowed herein, and if it is not feasible to install another meter, then the volume of Gas flowed shall be estimated with the mutual concurrence of both parties until a new or repaired meter is installed. Adjustment and settlement shall be made at the regular monthly periods on the basis of the best available data using the first of the following methods which is feasible:

a. By using the registration of any check measuring equipment, if installed and registering;

b. By correcting the error if the percentage of error is ascertainable by calibration, test or mathematical calculations; and

c. By estimating the quantity of deliveries by deliveries during preceding periods under similar conditions when the meter was registering accurately.

The measuring party shall give the other party notice of the time of all tests of meters and appurtenant instruments sufficiently in advance of the holding of such tests so that the other party may conveniently have its representatives present; provided, however, if the measuring party has given such notice to the other party and the other party is not present at the time specified, then the measuring party may proceed with the tests as though the other party were present, and the results therefrom shall be deemed correct and accurate.

5. Taxes. Price shall include all Taxes imposed prior to or at the Delivery and Measurement Point(s). The term Taxes includes, all existing taxes, imposts, assessments or charges except ad valorem, net income and excess profit taxes imposed or levied by any governmental authority on Seller.

Buyer agrees to pay its proportionate part of any new taxes or increased rate of any existing tax, assessment or charge or subsequently applicable taxes, except ad valorem, net income and excess profit taxes, imposed or levied by any governmental authority as a result of any new or amended law, ordinance, enacted after January 1, 2002, which is assessed or levied against the Seller and added to or made a part of the cost of natural gas purchased by the Seller for resale hereunder.

6. Audit. Each party hereto shall have the right at all reasonable times to examine the books and records of the other party to the extent necessary to verify the accuracy of any statement, charge, computation, or demand made under or pursuant to this Agreement. Any statement shall be final as to both parties unless questioned within two (2) years after payment thereof has been made. Except as may otherwise be provided by applicable law, regulation or order, if an error becomes evident involving an overpayment or underpayment for gas delivered, then within thirty (30) days after the final determination and notice thereof, Seller shall refund the amount of any overpayment and/or Buyer shall pay any balance owed due to any underpayment.

7. Force Majeure

a. Except with regard to a party's obligation to make payments due hereunder neither party shall be liable to the other for failure to perform an obligation, to the extent such failure was caused by Force Majeure. The term "Force Majeure" as employed herein means any cause not reasonably within the control of the party claiming suspension and which could not have been prevented with the exercise of reasonable care, as further defined in this Section 7.

b. Force Majeure shall include but not be limited to the following: (i) physical events such as acts of God, landslides, lightning, earthquakes, fires, storms or storm warnings, such as hurricanes, which result in evacuation of the affected area, floods, washouts, explosions, equipment failure (ii) weather related events affecting an entire geographic region, such as low temperatures which cause freezing or failure of wells or lines of pipe; (iii) interruption of firm transportation and/or storage by transporters; (iv) acts of others such as strikes, lockouts or other industrial disturbances, riots, sabotage, insurrections or wars; and (v) governmental actions such as necessity for compliance with any court order, law, statute, ordinance, or regulation promulgated by a governmental authority having jurisdiction. The Parties shall make reasonable efforts to avoid the adverse impacts of a Force Majeure and to resolve the event or occurrence once it has occurred in order to resume performance.

c. Neither party shall be entitled to the benefit of the provisions of Force Majeure to the extent performance is affected by any or all of the following circumstances: (i) the curtailment of interruptible or secondary firm transportation unless primary, in-path, firm transportation is also curtailed; (ii) the party claiming excuse failed to remedy the condition and to resume the performance of such covenants or obligations with reasonable dispatch; or (iii) economic hardship.

d. Notwithstanding anything to the contrary herein, the Parties agree that the settlement of strikes, lockouts or other industrial disturbances shall be entirely within the sole discretion of the party experiencing such disturbance.

e. The party whose performance is prevented by Force Majeure must provide notice to the other party. Initial notice may be given orally; however, written notification with reasonably full particulars of the event or occurrence is required as soon as reasonably possible. Upon providing written notification of Force Majeure to the other party, the affected party will be relieved of its obligation to make or accept delivery of Gas as applicable to the extent and for the duration of Force Majeure, and neither party shall be deemed to have failed in such obligations to the other during such occurrence or event.

8. Laws & Regulations. This Agreement is subject to all applicable governmental laws, orders, directives, rules and regulations. The laws of the state of Texas shall govern this Agreement and shall control in construing this Agreement.

9. Invalidity. A holding by a court that any provision of this Agreement is invalid or unenforceable shall not affect the validity of the other provisions of this Agreement.

10. Assignment. This Agreement may not be assigned without the written consent of both parties. Consent to an assignment shall not be unreasonably withheld. No proposed assignment of this Agreement will be effective until written notice is given of the proposed assignment and written consent to the assignment is obtained in accordance with this paragraph. Notwithstanding anything herein contained to the contrary, nothing in this Agreement shall prohibit either party from using this Agreement as security for any indebtedness incurred by it, its parent corporation, or any of its subsidiaries. Either

party is expressly granted the right to pledge this Agreement as security for the payment of any indebtedness incurred by it, its parent company, or its subsidiaries, however such pledge be evidenced. No assignment of this Agreement will act to release the assigning party unless the non-assigning party expressly consents to the release of the assigning party.

11. Warranty. Seller warrants, and agrees to defend title to the natural gas delivered hereunder and the right of Seller to sell same. Seller further warrants that all such natural gas is delivered free and clear of all liens, encumbrances, and adverse claims, including without limitation liens to secure payment of taxes.

12. Remedy for Default. With the exception of billing disputes and as otherwise specifically provided in this Agreement, if either party shall fail to perform any of the covenants or obligations imposed upon it under this Agreement (except where such failure shall be excused under the provisions hereof), the other party may, at its option, terminate this Agreement by written notice to be served on the party in default, stating specifically the cause for terminating this Agreement and declaring it to be the intention of the party giving the notice to terminate the same; thereupon the party in default shall have thirty (30) days after the service of the notice in which to remedy or remove the cause or causes stated in the notice for terminating the Agreement and, if within said period of thirty (30) days, the party in default does so remedy and remove said cause or causes and fully indemnify the party not in default for any and all consequences of such breach, then such notice shall be withdrawn and this Agreement shall continue in full force and effect. In case the party in default does not so remedy and remove the cause or causes and does not indemnify the party giving the notice for any all consequences of such breach, within said period of thirty (30) days, then this Agreement shall become null and void from and after the expiration of said period. Any cancellation of this Agreement pursuant to the provisions of this section shall be without prejudice to the right of the party not in default to collect any amounts then due it and without waiver of any other remedy to which the party not in default may be entitled for violation of this Agreement.

13. Possession. Seller shall be deemed for purposes hereof to be in exclusive control and possession of the gas delivered at the Delivery and Measurement Point(s) prior to and upon delivery. Seller shall indemnify, defend and hold Buyer and Buyer's agents harmless from and against any and all loss, cost and expense, including judgments, demands, actions or liability (including reasonable expenses, attorneys' fees and costs incurred by Buyer in connection therewith) arising while the gas is in Seller's exclusive control or possession. Buyer shall indemnify, defend and hold Seller and Seller's agents harmless from and against any and all loss, cost and expense, including judgments, demands, actions or liability (including reasonable expenses, attorney's fees and costs incurred by Seller in connection therewith) arising from Buyer's possession of the gas while the gas is in Buyer's exclusive control.

14. Sale of Natural Gas Distribution System. As a material inducement to Seller to enter into this Agreement, Buyer covenants and agrees that in the event of the sale of

Buyer's municipal gas distribution System that a condition of such sale shall require the purchaser to assume the obligations of Buyer hereunder.

15. Entire Agreement. This Agreement supersedes any and all other agreements, either oral or written, between the parties hereto with respect to the subject matter hereof and contains all of the covenants and agreements between the parties with respect to said matter.

16. Odorization. Buyer shall be responsible for odorizing the gas sold and purchased hereunder and Seller assumes no obligation therefor.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 7, 2010

Topic:

Approve Professional Services Agreement with AECOM Technical Services, Inc. in the amount of $98,000.00 for Professional Services related to Creating and Establishing a Utilities Geographic Information System (GIS).

Background:

The project consists of the advancement of the City's Geographical Information System (GIS), consistent with the City's GIS Needs Assessment and Implementation Plan which describes GIS and proposes a plan to implement GIS within the City of Tomball. The scope of work describes a set of tasks designed to create a functional Infrastructure GIS for the City of Tomball that maps the location of features that make up the gas, sanitary sewer, storm, water and water utilities. Reference Exhibit A for complete description and scope of work.

Origination:

Engineering and Planning Department

Recommendation:

Engineering and Planning Department recommend approval.

Funding: Yes

Account Number: 600-613-6304 & 600-615-6304

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

Mark McClure, Director of Engineering and Planning Department

ACTION TAKEN

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

ATTACHMENTS:

GIS Funding Source
AECOM Proposal & Scope of Work
AECOM Professional Services Agreement

Brandy Pate

From: Mark McClure
Sent: Wednesday, July 14, 2010 12:22 PM
To: Brandy Pate
Cc: Lori Lakatos
Subject: FW: November month end reports

GIS Charge Codes: 600 613 6304 and 600 615 6304

Mark A. McClure, P.E.
City of Tomball
Director of Engineering & Planning
501 James Street
Tomball, Texas 77375
(281) 290-1412
Fax: (281) 351-4735
mmcclure@ci.tomball.tx.us

From: Mark McClure
Sent: Tuesday, December 15, 2009 9:48 AM
To: Becky Parker; David Kauffman
Cc: Kacie Richardson; Brandy Pate
Subject: RE: November month end reports

Great, thanks Becky.

Mark A. McClure, P.E.
City of Tomball
Director of Engineering & Planning
501 James Street
Tomball, Texas 77375
(281) 290-1412
Fax: (281) 351-4735
mmcclure@ci.tomball.tx.us

From: Becky Parker
Sent: Tuesday, December 15, 2009 9:38 AM
To: Mark McClure; David Kauffman
Cc: Kacie Richardson; Brandy Pate
Subject: RE: November month end reports

No expenses have been charged to 613-6304 during this fiscal year, but there is an outstanding PO for Rudolph Road coded to that account. Because of this, there is an encumbrance for approximately $4K shown against the budget for that account. Those charges should be charged to 613-6409. Last year as invoices were received for the PO, I moved them to the correct account via journal entry. I will continue to do the same this year. In 615-6304, $6K was budgeted for the gas dept's expenses and the rest is for GIS Consulting.

Thanks,
Becky

From: Mark McClure
Sent: Tuesday, December 15, 2009 9:20 AM
To: David Kauffman

Cc: Kacie Richardson; Becky Parker; Brandy Pate
Subject: FW: November month end reports

David, I noticed some monies spent out of 600 613 6304 and 600 615 6304 with a little over $50K remaining in both accounts. A total of $100K is being programmed for GIS consulting fees. I hope to have a consultant on board in the first quarter of the calendar year. Whomever, does your appropriating of funds should know that these funds are reserved. Let me know of any questions. Thanks.

Mark A. McClure, P.E.
City of Tomball
Director of Engineering & Planning
501 James Street
Tomball, Texas 77375
(281) 290-1412
Fax: (281) 351-4735
mmcclure@ci.tomball.tx.us

From: Kacie Richardson
Sent: Monday, December 14, 2009 4:53 PM
To: Anthony Solomon; Becky Parker; Bill Haines; Bill Rather; Bobby Sanders; Brandy Pate; Christal Kliewer; Danny Hitchcock; David Allen; David Kauffman; Delia McDonald; Doris Speer; Eric Hoffman; John Escamilla; Julie Stafford; Kelly Violette; Lisa Coe; Mark McClure; Mike Rowley; Randy Parr; Rebecca Carlisle; Ricky Doerre; Robert Hauck; Shawn Cox; Steve Purvis; Theresa Witt; Toby Wedgman; Tommy Sullivan; Wanda Sutton
Subject: November month end reports

Good afternoon,
Please see attached files. If you need detailed information regarding a budget line please let me know.

Kacie Richardson, CGFO
Senior Accountant
City of Tomball, Texas
PH#: 281-290-1418
FAX#: 281-351-4735
E-Mail: krichardson@ci.tomball.tx.us

AECOM
5757 Woodway, Suite 101 W
Houston, Texas 77057
www.aecom.com

713 780 4100 tel
713 267 3110 fax

July 14, 2010

Mr. Mark McClure, P.E., CFM
Director of Engineering and Planning
City of Tomball
501 James Street
Tomball, Texas 77375

Subject: City of Tomball Utilities GIS Database;
Project Phase I & Step 6.a. Cost Estimate.

Dear Mr. McClure:

AECOM Technical Services, Inc. (AECOM) respectfully submits this cost estimate for GIS services based on the enclosed scope of work. The cost estimate reflects work to be completed during Steps 1 through 5 of the scope of work, collectively referenced as Phase I, and Step 6.a. The cost of the remaining work to be conducted during Step 6 (b.-e.) cannot reasonably be estimated until at least Step 1 has been completed. With this limitation, the estimated costs for Phase I and Step 6.a. of the project are as follows:

Step 1, Finalize the Geodatabase Design	$23,734
Step 2, Create the Geodatabase	8,637
Step 3, Divide the City into Zones and Prioritize	1,840
Step 4, Capture Existing Reference Data	1,320
Step 5, ArcPad and GIS Preparation	6,969
Step 6.a. Geodatabase Population, Field data & map	55,500
Total Cost	$98,000

Steps 1 and 2 may reasonably be conducted concurrently, and Phase I should be completed within three months of the initial project meeting. Step 6.a. includes digitizing features from the Tomball BCL CAD file and scanned project files. Step 6.a. has an estimated duration of three months and may overlap with Phase I activity.

Based on conversations between Ms. Lori Lakatos, P.E., CFM, of your staff and Mr. Bruce Davidson, GISP, of AECOM, the utilities database will be stored in Microsoft Access.

Please do not hesitate to contact me at 713-267-2979 if you wish to discuss this subject.

Sincerely,

John A. Laser, P.E., CFM
Senior Project Manager - Water

Enclosure: "City of Tomball Utilities GIS Database Scope of Work", April 28, 2010.

Introduction

This scope of work describes a set of tasks designed to create a functional Infrastructure GIS for the City of Tomball that maps the location of features that make up the Gas, Sanitary Sewer, Storm Sewer and Water utilities. In preparing this scope, AECOM has given consideration to Tomball's stated objective that the features should be mapped as accurately as possible. To this extent, AECOM plans to use GPS to locate as many features as possible. AECOM has also considered that the City has limited budget for completing the GIS. As such, this scope will focus on collecting the features that are essential to having a functional GIS, with other features being captured in a subsequent phase or phases.

Background

In preparation for developing this scope, the City provided AECOM with digital copies of selected documents that were generated by CLR and IT Nexus for the City as part of a prior GIS project. These documents include a MS Word file ***GIS Needs Assessment_draft.doc***, a personal geodatabase named ***TomballPhase1.mdb***, and a set of Excel spreadsheets that document a design of a geodatabase. The City also provided AECOM with the CAD file ***BCL Utilities.dwg***, which is a representation of the current utilities in an AutoCAD format.

The file ***GIS Needs Assessment_draft.doc*** contains a document titled *GIS Needs Assessment and Implementation Plan* which describes GIS and proposes a plan to implement GIS within the City of Tomball. The document describes a number of potential GIS layers and applications that would be part of the City's GIS and prioritizes the development of the layers and applications. The geodatabase ***TomballPhase1.mdb*** contains the framework of the design outlined in ***GIS Needs Assessment_draft.doc*** and the Excel spreadsheets document the various GIS layers, attributes, and related tables in the geodatabase.

After reviewing the design of ***TomballPhase1.mdb***, hereafter referred to as the CLR design, AECOM concludes that it is a sound design. Initially, there were concerns that some aspects of the CLR design may be too complex and ambitious for the City's immediate needs. However, these aspects actually made the design easier to comprehend and would make a good starting point for the City as it moves forward.

The CLR design organizes the City's utilities into multiple datasets in the proposed geodatabase. These datasets provide a means to logically organize GIS Features. In a sense, a dataset acts like a computer file folder. However, datasets provide other benefits. All GIS Features in a dataset must be in the same coordinate system, which helps improve the performance of the GIS. Datasets also provide the ability to create topological rules between the various GIS Features. These topological rules provide a means to enforce spatial relationships between different types of GIS features. One example of a topological rule is that a Storm Sewer Manhole must be connected to an end of a Storm Sewer pipe. Datasets also allow you to create geometric networks which allow you to trace the elements in the network, and perform tasks like finding all the upstream or downstream features in a drainage system.

The CLR design includes a dataset for each of the utilities: Gas, Sanitary Sewer, Storm Sewer and Water. All of the GIS Features that are related to one of these utilities is a member of that utility's dataset. In addition, each of the datasets includes a geometric network.

Step 1 – Finalize the Geodatabase Design

While it is true that the CLR design is a sound design, this design was published in 2002, 8 years ago. It is probable that the City's requirements today may be different than the requirements in 2002. In addition, the CLR design was based on creating a GIS without regards to funding. As such, AECOM feels that it is prudent to revisit the design to determine if the GIS layers are still relevant and to identify and prioritize the capturing of data that will go into these GIS layers.

AECOM recommends that a meeting or meetings be scheduled with AECOM staff and selected City staff to review the current CLR design. During these meetings, each dataset and associated GIS layers in the CLR design will be reviewed. Prior to these meetings AECOM will prepare a document that illustrates the current design for each of the Utilities. The review process will be structured to:

- Review existing layers – Each of the existing GIS feature layers in the design will be reviewed to determine whether the layer is still relevant. In addition, the attributes for each feature will be reviewed to determine if they are also relevant, and if any additional attributes are required.
- Propose new layers – An assessment will also be made to determine if additional GIS feature layers are required. For each new GIS feature layer, a list of required attributes will also be compiled.
- Prioritizing – The revised list of GIS feature layers will be reviewed to determine which layers are essential and should be captured in the initial phase of populating the GIS. In addition, those layers identified as essential will be further reviewed to determine which attributes should be populated in the initial phase.
- Field Capture – The prioritized list of GIS feature layers will finally be evaluated to determine which layers contain features that can be located in the field and have their location captured using GPS. An additional assessment will be made to determine if it is practical to capture and populate any of the associated attributes during field work.

At the conclusion of this process, AECOM will prepare a document that updates the database design based on the results of the meeting(s). The updated design will include the modifications agreed upon by AECOM and the City. This document will call attention to those GIS features and attributes that are regarded to be essential elements to the initial GIS. It will also call attention to the features and attributes that have been identified for field collection.

This document will be delivered to the City Engineer for a final review. If the City Engineer finds the results to be acceptable, they will become the foundation for creating the initial City Geodatabase.

Step 2 – Create the Geodatabase

Using the approved Geodatabase design, AECOM will create the Geodatabase for the City. At this stage the City and AECOM will need to agree upon the software to use for creating the Geodatabase.

There are multiple options to use for the database software. Some of these options will result in an additional cost to the City for hardware, database software, and/or GIS software.

AECOM recommends that at this time the City use Microsoft Access for the database. This is the format used by the CLR design and it will not incur any additional costs for the City. Refer to *Geodatabase Formats* in the appendix for additional information on database options.

Step 3 – Divide the City into Zones and Prioritize

Populating the database will probably take months to complete. It will be labor intensive: researching existing data, GPS'ing feature locations, digitizing utilities and converting data from CAD to GIS format. Due to anticipated financial constraints, AECOM recommends a meeting with City staff to prioritize the order in which field data is acquired for the geodatabase.

Data may be prioritized by utility/infrastructure type or by general location. Acquiring priority feature data by general location would seem to be the most efficient way to deploy manpower. Therefore, the first decision will be how to divide the City into priority zones. One suggestion might be to create an arbitrary grid based on the Lambert tiles or Key map grids. Another possibility would be to divide the City into blocks based on the street network or by neighborhoods.

Regardless of the method employed, this step will assign an order or priority to each zone.

Step 4 – Capture existing reference data

Prior to initiating field work, AECOM will acquire a digital copy of the most current information available at the City for the following items:

- The City limits;
- The City's street centerlines;
- The City's CAD file of the utilities; and,
- Scans of the City's as-built and/or plan drawings of the existing four utilities.

In addition, AECOM will acquire the most current version of HCAD data. This will include HCAD's latest parcel boundaries and the latest version of HCAD's Real_acct table, which includes owner name, site address, property values, and many other fields.

These datasets will be used as references to help identify the location and attributes affiliated with the features to be included in the Geodatabase.

Step 5 – ArcPad and GPS Preparation

The first step in populating the Geodatabase will be to capture field observable data using GPS. AECOM is planning to use ArcPAD on Panasonic Toughbooks equipped with a Trimble ProXT GPS receiver. Trimble documents that the ProXT receiver is capable of capturing the GPS coordinates of a feature within a one meter radius of its actual location in real time.

In preparation for capturing the data in the field, AECOM will develop a custom ArcPad interface so that field crews acquiring the data can minimize the amount of time spent at each data point.

Step 6 – Geodatabase population

This will be an iterative process. The following steps will be repeated for each zone defined in Step 3.

6a – Field data and map

Using the City's CAD utility file and scanned development plan sheets as a source, AECOM will digitize the approximate location of the features to be located in the field with GPS. AECOM will

also create an ArcPad project file of this data, overlaid on the latest H-GAC aerial photos, HCAD parcel boundaries, street centerlines and street labels.

AECOM will also generate a hardcopy map of the zone using the City's CAD utility file. This map will be used by field crews to supplement the ArcPad project file and data.

The ArcPad project file and reference data will be loaded on the Panasonic Toughbook.

6b – GPS capture

Using the Toughbook, ArcPad and GPS receiver, all identifiable features and attributes will be captured. In certain areas of the city, it may be impossible to receive a good enough signal to capture a reliable location with the GPS. This is likely to occur in an area where there is heavy tree canopy. When an adequate GPS signal can't be obtained, field crews will be allowed to locate a feature using aerials and other reference data in ArcPad. A notation will be recorded that the location was interpreted and not captured with GPS.

Data acquired in the field and stored on the Toughbook will brought to the office and uploaded into the proper layers in the geodatabase.

6c – Feature interpolation & attribute data population

Using the City's existing CAD utility file and as-built and plan drawings, AECOM will digitize the remaining features identified as priority features in Step 1 that could not be located with GPS in the field. When digitized, these features (buried pipelines for example) will snap located features together, as appropriate, to insure there is proper connectivity in the system. In the case of buried pipe, the line size attribute will also be populated during this step, using information from the City's CAD utility file.

Using information obtained from the City's as-built and plan drawings, AECOM will populate the priority attributes identified in Step 1.

6d – QA

Prior to the data capture process, the City and AECOM will outline a QA process for evaluating the quality of the field and digitized data.

6e – Data delivery

After the completion of the QA process, AECOM will notify the City that the zone has been completed. In addition, at the beginning of each week, AECOM will place a copy of the City's current GIS on an FTP site. This version will only include those zones that have finished step 6g.

Step 7 – Initial Geodatabase delivery

At the conclusion of Step 6, AECOM will convert the Geodatabase into the agreed upon format. AECOM will also deliver and assist with the installation of a copy of the Geodatabase on a City computer.

Post 4 – Create an as-built and plan drawing GIS index layer.

AECOM will create a GIS layer of the extents of the scanned as-built and planned drawings. In this layer, AECOM will digitize the approximate boundary of the extent of any drawing that contains features related to one of the 4 utilities. Attributes in this GIS layer will identify if the drawing contains Gas, Sanitary Sewer, Storm Sewer and/or Water features. Another attribute will indicate whether the drawing is a plan sheet, profile sheet or other. An additional attribute will identify the source of the sheet based on data in the title block, as well as the date the sheet was prepared. One more attribute will identify whether or not the drawing is an as-built or plan drawing. Finally, the drawing filename will also be captured as an attribute.

This GIS layer will be used by AECOM in subsequent phases to help identify which drawings are relevant for the current zone being processed. Hyperlinks based on the drawing filename will be enabled to allow version of the drawing to be displayed on the computer screen.

This GIS layer will be part of the final deliverable to the City and it will be incorporated into the final geodatabase. A working version of the GIS layer will be delivered to the City prior to Step 6.

6b – Photo capture

While locating and capturing features in the field using GPS, AECOM will also take a photograph of each feature. These photographs will be stored in a database table. This table will also include attributes that will allow the photos to be linked to the captured features in the geodatabase.

Post 6b – Surveying interpolated features

All features that had their location interpolated in the field will be identified. At list of these features and their interpolated location will be provided to a Survey crew, which will locate and survey the location using traditional survey methods.

Post 6b – Post processing

All of the shapefiles and associated GPS data containing the data captured in the field will be loaded into ESRI's ArcGIS ArcInfo with Trimble's GPS Analyst extension. Using the GPS Analyst tools, AECOM will post process the shapefiles in order to improve the accuracy of the GPS captured data. Post processing has the potential to improve the accuracy of the data from a 1 meter radius to within a 0.5 meter radius.

6e – ArcGIS Server map service

In lieu of providing digital copies of the geodatabase to the City, AECOM will create an ArcGIS service that will allow the City to view all the data in the geodatabase that has gone through the QA process on any PC that has a copy of ArcMap or ArcGIS Explorer and is also connected to the Internet. The data will actually reside on an AECOM server. This service will be password protected so only approved City staff will be able to view the data.

6e – ArcGIS Server web map

In lieu of providing a digital copies geodatabase, AECOM will create a web based map that will allow the City to view all the data in the geodatabase that has gone through the QA process on any PC that has Internet Explorer or Firefox and is connected to the Internet. The data will actually reside on an AECOM server. This service will be password protected so only approved City staff will be able to view the data.

Microsoft Access

The current version of ArcGIS Desktop supports the Microsoft Access database format. ESRI refers to this format as their Personal Geodatabase format. The current version of ArcGIS Desktop is based on Access 2003. This means that Microsoft Access 2003 or later can be used to query and report on the non spatial information in the Geodatabase.

The Access format does have a limiting factor. Access databases can't be larger than 2 Gigabytes. This is unlikely to have an impact on the City of Tomball. Consider that the current database for the City of Houston that supports their Sanitary Sewer, Storm Sewer and Water infrastructure is less than 1 Gigabyte.

Using the Access format, ArcGIS also only allows one user to edit the data in the geodatabase at a time. Currently this is unlikely to be a significant problem for the City, but it should be a consideration.

If the City does outgrow, Access, it can always convert the Geodatabase into one of the other supported ESRI formats.

SQL Server Express

SQL Server Express is a downgraded version of Microsoft's SQL Server. As such, SQL Server Express incorporates many of the capabilities of the full blown version of SQL Server. SQL Server Express lets an administrator control access to the contents of the database. The administrator can give one user Read/Write access and another Read access, and these priviliges can vary from one feature type to another. SQL Server Express also supports replication. With replication, you can make a separate copy of your GIS data for editing purposes. When the edits are complete and approved, these changes can be synchronized with the master database.

Data in SQL Server express can be accessed using Microsoft Access. Microsoft Access has the ability to create links to other databases. So even though the actual data isn't stored in Microsoft Access, you can still use it to generate queries and reports.

SQL Server Express is free and it should come with your ArcGIS Desktop Installation DVD's. It's also available for free on the Internet from Microsoft, however its best to install from the ArcGIS Desktop DVDs as this method will configure the settings properly so that SQL Server Express will work with ArcGIS Desktop.

SQL Server Express also has a size limitation at 4 GB, twice the size of Access. It is doubtful that this will be a problem for the City.

It should be noted that there are two different levels of integration of SQL Server Express with ArcGIS. With only ArcGIS Desktop, SQL Server Express limits the maximum number of concurrent users that can access the database to three and only one of the three users can be an editor. Using ArcGIS Desktop and ArcGIS Server Workgroup, SQL Server Express allows a maximum of 10 concurrent users and any number of those users can be editors.

File Geodatabase

ESRI has its own custom file structure which they call a File Geodatabase. AECOM is not recommending this format, but it is worth mentioning this format because it is embedded into ArcGIS Desktop and as a result, it would have no additional cost to the City. However, the File Geodatabase format is not as

flexible when it comes to querying and reporting on the GIS data. While there are tools to create and generate reports, these tools are not as robust and flexible as those found in Microsoft Access.

On the plus side, the File Geodatabase format allows you to have a much larger database than either Access or SQL Server Express, but since database size should not be an issue for the City at this time, AECOM does not feel that this is a compelling reason to consider the File Geodatabase format.

SQL Server, Oracle, DB2, Informix or PostgreSQL

At this point in time, AECOM does not think it's wise to recommend either of these database because of the additional cost's to the City. With the exception of PostgreSQL, the City will have to purchase software licenses for these databases. The cost varies based on the software selected and the number of licenses supported. In addition, the City would need to purchase a copy of ArcGIS Server Enterprise. ArcGIS Server Enterprise functions as the middleware that allows ArcGIS to communicate with the database software. The City would also probably need to invest in additional hardware to support the databases and ArcGIS Server.

These databases will be practical if the City wants to be able to have 10+ users accessing the Geodatabase simultaneously, as these databases can be configured to support 100's and 1,000's of simultaneous users.

Additional information

For more information, reference the ArcUser article on the available geodatabase formats available online at http://www.esri.com/library/reprints/pdfs/arcuser_geodatabase.pdf. While this article is based on ArcGIS 9.2, the information is still relevant to the current version of ArcGIS 9.3.1.

PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
UTILITIES GIS - E&P PROJECT NUMBER 2010-10017

THE STATE OF TEXAS §
§
COUNTY OF HARRIS §

THIS AGREEMENT made on the _____ day of _____,20___ entered into, and executed by and between the City of Tomball, Texas (the "City"), a municipal corporation of the State of Texas, and AECOM Technical Services, Inc. (AECOM) ("Engineer").

WITNESSETH:

WHEREAS, the City desires to create and establish a utilities geographic information system (GIS) (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to create and establish a utilities geographic information system (GIS), and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to creating and establishing a utilities geographic information system (GIS);

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

SECTION I
SCOPE OF AGREEMENT

Engineer agrees to perform certain professional engineering services as defined in Attachment "A" attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in Section VII.

SECTION II
CHARACTER AND EXTENT OF SERVICES

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a professional and workmanlike manner. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or

commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III
OWNERSHIP OF WORK PRODUCT

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

SECTION IV
TIME FOR PERFORMANCE

The time for performance of the Scope of Work is _____ (__) days beginning from the execution date of this Agreement. Upon written request of Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

SECTION V
COMPLIANCE AND STANDARDS

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

SECTION VI
INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII
ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Attachment "A," up to an amount not to exceed $98,000.00, including reimbursable expenses.

SECTION VIII
TERMINATION

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

SECTION IX
ADDRESSES, NOTICES AND COMMUNICATIONS

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

AECOM Technical Services, Inc.
5757 Woodway Drive
Houston, TX 77057
Attn: John Laser, PE, CFM

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

City of Tomball
501 W. Market Street
Tomball, Texas 77375
Attn: Director of Engineering and Planning

SECTION X
LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only

those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI
SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII
MODIFICATIONS

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII
ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV
CONFLICTS OF INTEREST

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

SECTION XV
PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

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

SECTION XVI
INSURANCE

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

SECTION XVII
MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

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

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

IN WITNESS WHEREOF, the City of Tomball has lawfully caused this Agreement to be executed by the City Manager of said City and attested by the City Secretary and _____, acting by and through its duly authorized officer/representative, does now sign, execute. and deliver this instrument.

EXECUTED on this _____ day of _____, 20___.

ENGINEER:

_____

By: _____
Name: _____
Title: _____

CITY OF TOMBALL, TEXAS

_____
George Shackelford, City Manager

ATTEST:

_____
Doris Speer, City Secretary

ATTACHMENT "A"

SCOPE OF SERVICES

AND

BASIS OF COMPENSATION

ATTACHMENT "B"

INSURANCE

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 7, 2010

Topic:

Approve TxDOT Change Order Number 1 for a Reduction in Project Cost of $31,526.52, TxDOT Change Order Number 2 for an Increase in the Amount of $45,580.17, and TxDOT Change Order Number 3 for an Increase in the Amount of $15,149.99 for the Brown-Hufsmith Road Project.

Background:

TxDOT has issued three change orders on the Brown-Hufsmith project. A brief description of each is provided as follows:

TxDOT Brown Rd Change Order #1 : Underrun of Funds reducing the quantity of soil required for the embankment for Item No. 132-2006 EMBANK consists of changes in existing conditions due to a previous contract with the City of Tomball in which the City accepted soil spoils from a ditch excavation project and was delivered to the project. Additionally, Items Nos. 110-2001 EXCAVATION ROADWAY, 162-2002 BLOCK SODDING, 166-2001 FERTILIZER, and 168-2001 VEGETATIVE WATERING were reduced due to the changes in the project grade and proposed ditches due to an AT&T fiber optic conflict on the west side of Brown Road. A total reduction of $31,526.52 for the contract, $6,305.30 for the City of Tomball's portion.

TxDOT Brown Rd Change Order #2: The span lengths required for the traffic signal poles were determined to be inadequate. The replacement poles were redesigned to carry the additional span lengths and to sustain higher wind speeds. This change order also includes Time Extension No. 1 to the contract due to delays caused by the permanent Traffic Signal poles. Resulting in an increase of $41,063.22, plus 11% for engineering and contingencies $4,516.95 to the contract for a total increase of $45,580.17 for the City of Tomball's portion.

TxDOT Brown Rd Change Order #3: Overrun of Funds to compensate the Contractor for the additional sign rentals due to Change Order No. 2, adds Item 9608, Unique CO Item 2 (Sign Rentals). Resulting in an increase of $13,648.64, plus 11% for engineering and contingencies $1,501.35 to the contract for a total increase of $15,149.99 for the City of Tomball's portion.

The revisions covered by the above stated change orders are estimated to result in an underrun (i.e., CO #1) and overruns of the funds for this contract (i.e., CO #2 and #3). As reflected by the endorsement of the Form CO-AFA, the City of Tomball has reviewed and approved the work covered by this change and has agreed to participate in the costs of the revisions in accordance with the terms of the previously agreed "Surface Transportation Program-Metropolitan Mobility Rehabilitation" agreement. Additionally, in accordance with the Agreement the Federal share of the funds for this contract shall not exceed 80-percent of the project costs and that all other additional costs associated with the project will be the responsibility of the City of Tomball. Therefore, since the Federal share has been depleted, the City of Tomball is now responsible for 100-percent of the fund overruns.

No additional City funds are anticipated to be necessary. TxDOT is performing their final closeout (based on approved change orders) and it is projected that $350K to $400K will be returned to the City. The City originally provided matching funding based on TxDOT funding request, reference attached letter dated October 19, 2007. The project was reduced in length based on the City's request to TxDOT, reference TxDOT issued correspondence dated September 8, 2006.

Origination:

Engineering and Planning Department

Recommendation:
Engineering and Planning Department recommend approval.

Funding:

Party(ies) responsible for placing this item on agenda:
Mark McClure, Director of Engineering and Planning Department

ACTION TAKEN

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

ATTACHMENTS:

Brown Rd. Change Order No. 1
Brown Rd. Change Order No. 2
Brown Rd. Change Order No. 3
09.08.06 Brown-Hufsmith Request to Reduce Project
10.19.07 Brown-Hufsmith Agreement

Brown Road
CO #1
$ 31,526.52

Texas Department of Transportation

July 21, 2010

CONTACT:NHAE

Harris County
Control: 0912-71-427
Project: STP 99(25)
Highway: CS

Mark A. McClure, P.E.
City of Tomball
Director of Engineering & Planning
501 James Street
Tomball, Texas 77375

Dear Sir:

Enclosed for your review and approval are four-(4) copies of the Form CO, covering Change Order Request No. 1 to the referenced project. Also enclosed is an executed copy of the Construction Memorandum, which explains this proposed Change Order.

After you have executed all four-(4) copies of the Form CO, please return them to this office for further handling and processing.

If you should have any questions concerning this matter, please contact this office at 281-319-6400.

Sincerely,

for Douglas G. Stephens, P.E.
Area Engineer
Houston District

DGS:bho

Texas Department of Transportation

MEMORANDUM

TO: Mr. Charles E. Gaskin, Jr. P.E.

DATE: May 15, 2009

FROM: Douglas G. Stephens, P.E.

Originating Office
Houston District
NHAE

SUBJECT: CSJ: 0912-71-427
Project: STP 99 (25)
Highway: CS
County: HARRIS

Submitted with this memorandum is the Form CO covering Change Order Request No. 1 to the referenced project. This Change Order provides for the reduction in quantity to five-(5) existing items.

The project calls for the construction of a non-freeway facility consisting of two lanes on a new location. However, Item No. 132-2006 EMBANK (FINAL) (DENS CONT) (TY C) consists of changes in existing conditions due to a previous contract with the City of Tomball in which the City accepted soil spoils from a ditch excavation project in the vicinity and had it delivered to our project. This reduced the quantity of soil required for embankment. Additionally, the quantities for Item Nos. 110-2001 EXCAVATION ROADWAY, 162-2002 BLOCK SODDING, 166-2001 FERTILIZER, and 168-2001 VEGETATIVE WATERING, were also reduced due to changes in the PGL and proposed ditches due to an AT&T fiber optic conflict on the west site of Brown Road. Attached are revised summary sheets 14 and 16 and revised plan sheets 2 through 8, 66 through 69, 73, 90, 91, 93, 95, 99, 100, 114, 115, 116, 118 through 123, 156 and 173 which detail the reductions on this project.

The revisions covered by this proposed change order are estimated to result in an underrun of the funds authorized for this contract in the amount of (-$31,526.52). As reflected by the endorsement of the Form CO-AFA, City of Tomball has reviewed and approved the work covered by this change and has agreed to participate in the costs of the revisions(s) in accordance with the terms of the "Advanced Funding Agreement For Surface Transportation Program – Metropolitan Mobility Rehabilitation." The City of Tomball's participation will be a credit of 20% (-$6,305.30). Your review and further handling is requested.

If you should have any questions concerning this matter, please contact this office at 281-319-6400.

P.E.
Area Engineer

DGS:jmz

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

Advance Funding Agreement (Third Party Funding) Information

20% of -$31,526.52 (Net Underrun)

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT.

CCSJ:	912-71-427
Project:	STP 99 (25)
Highway:	CS
Limits:	From SH 249 to Quinn Road.
City CIP No:	
County:	Harris
District:	Houston
Contract Number:	12073022

1. Outside funding provided by:

City of Tomball
(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☑ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount: _____)

☑ Actual Cost (Estimated Amount: ($6,305.30))

(a) Contract Items (Bid Items):			($6,305.30)
(b) E&C*:	(a) x 0.00% (enter %)	=	$0.00
Subtotal			($6,305.30)
(c) Indirect Cost**:	(a + b) x 0.00% (enter %)	=	$0.00
TOTAL			($6,305.30)

Use as needed:

I hereby approve the modifications covered by Form CO for this Change Order and agree to finance the additional costs, if any, as reflected by this form.

Advance Funding Date _____

By _____

_____
Typed/Printed Name

_____
Typed/Printed Title

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project from approximately 6% to 11% depending on the contract amount of the project. Projects with higher contract amount will have the lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Advance Funding for this Change Order has been arranged:

_____
District Engineer Date

Typed/Printed Name: Delvin Dennis, P.E.

TXDOT Form CO-AFA (Rev. 5-2003) (Modified for Houston District use, 10/03)

SiteManager

CHANGE ORDER NBR. 1

REPORT DATE 05/12/09

CONTRACT ID:	091271427	**HIGHWAY:**	CS
PROJECT:	STP 99(25)	**DISTRICT:**	12
CONTRACT:	12073022	**COUNTY:**	HARRIS
CONTRACT PRICE:	$1,833,442.16	**AREA ENGINEER:**	Douglas G. Stephens
CONTRACTOR:	HASSELL CONSTRUCTION COMPANY, INC.	**AREA NUMBER:**	056
CO AMOUNT:	-$31,526.52		
CO TYPE:	STATE LETTER OF AUTH - NON- PART	**DESCRIPTION:**	REDUCTION OF QUANTITIES/CHANGES IN SITE CONDITI
3RD PARTY AMOUNT:	-$6,305.30	**REASON:**	2A - DIFFER SITE CONDITION (UNFORESEEABLE)
APPRV LEVEL:	Area Engineer	**SECONDARY REASON(S):**	

DESCRIBE THE REASON FOR THE CHANGE ORDER AND WHAT IS BEING CHANGED. WHEN NECESSARY, INCLUDE EXCEPTIONS TO THIS AGREEMENT:

The project calls for the construction of a non-freeway facility consisting of two lanes on a new location. However, Item No. 132 2006 EMBANK (FINAL) (DENS CONT) (TY C) consists of changes in existing conditions due to a previous contract with the City of Tomball in which the City accepted soil spoils from a ditch excavation project in the vicinity and had it delivered to our project. This reduced the quantity of soil required for embankment. Additionally, the quantities for Item Nos. 110 2001 EXCAVATION ROADWAY, 162 2002 BLOCK SODDING, 166 2001 FERTILIZER, and 168 2001 VEGETATIVE WATERING, were also reduced due to changes in the PGL and proposed ditches due to an AT&T fiber optic conflict on the west side of Brown Road. Attached are revised summary sheets 14 and 16 and revised plan sheets 2 through 8, 66 through 69, 73, 90, 91, 93, 95, 99, 100, 114, 115, 116, 118 through 123, 156 and 173 which detail the reductions in quantity on this project. City of Tomball is the third party entity.

"By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit, or loss of compensation as a result of this change and that this agreement is made in accordance Item 4 and the Contract. Exceptions should be noted in explanation above."

THE CONTRACTOR

BY: E J Rebecek 5/29/09 DATE

TYPED/PRINTED NAME: E.J. Rebecek DATE

TYPED/PRINTED TITLE: Executive Vice President DATE

AREA ENGINEER: P.E. 5/12/2009 DATE

AREA ENGINEER'S SEAL:

STATE OF TEXAS
DOUGLAS STEPHENS
65442
REGISTERED PROFESSIONAL ENGINEER

DISTRICT ENGINEER: _____ DATE

DIRECTOR, CONSTRUCTION DIVISION: _____ DATE

AED For Eng. Operations: _____ DATE

FHWA: _____ DATE

CONTRACT ID 091271427 CHANGE ORDER NBR. 1

CONTRACT ITEMS

PROJECT NBR 091271427

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
001	0075	01102001	000	EXCAVATION (ROADWAY)	CY	6.22000	6,980.000	-279.000	6,701.000	-$1,735.38
		CO DESCR		REDUCTION IN QUANTITIES/CHANGES IN SITE CONDITIONS						
001	0085	01322006	000	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	8.97000	20,858.000	-1,437.000	19,421.000	-$12,889.89
		CO DESCR		REDUCTION IN QUANTITIES/CHANGES IN SITE CONDITIONS						
001	0090	01622002	000	BLOCK SODDING	SY	4.00000	27,652.000	-4,160.000	23,492.000	-$16,640.00
		CO DESCR		REDUCTION IN QUANTITIES/CHANGES IN SITE CONDITIONS						
001	0105	01662001	000	FERTILIZER	AC	300.00000	6.380	-0.860	5.520	-$258.00
		CO DESCR		REDUCTION IN QUANTITIES/CHANGES IN SITE CONDITIONS						
001	0110	01682001	000	VEGETATIVE WATERING	MG	25.00000	0.890	-0.130	0.760	-$3.25
		CO DESCR		REDUCTION IN QUANTITIES/CHANGES IN SITE CONDITIONS						

CHANGE ORDER AMOUNT -$31,526.52

SiteManager

CHANGE ORDER NBR. 1

REPORT DATE: 05/12/09

CONTRACT ID:	091271427	**HIGHWAY:**	CS
PROJECT:	STP 99(25)	**DISTRICT:**	12
CONTRACT:	12073022	**COUNTY:**	HARRIS
CONTRACT PRICE:	$1,833,442.16	**AREA ENGINEER:**	Douglas G. Stephens
CONTRACTOR:	HASSELL CONSTRUCTION COMPANY, INC.	**AREA NUMBER:**	056
CO AMOUNT:	-$31,526.52	**DESCRIPTION:**	REDUCTION OF QUANTITIES/CHANGES IN SITE CONDITI
CO TYPE:	STATE LETTER OF AUTH - NON- PART	**REASON:**	2A - DIFFER SITE CONDITION (UNFORESEEABLE)
3RD PARTY AMOUNT:	-$6,305.30	**SECONDARY REASON(S):**	
APPRV LEVEL:	Area Engineer		

DESCRIBE THE REASON FOR THE CHANGE ORDER AND WHAT IS BEING CHANGED. WHEN NECESSARY, INCLUDE EXCEPTIONS TO THIS AGREEMENT:

The project calls for the construction of a non-freeway facility consisting of two lanes on a new location. However, Item No. 132 2006 EMBANK (FINAL) (DENS CONT) (TY C) consists of changes in existing conditions due to a previous contract with the City of Tomball in which the City accepted soil spoils from a ditch excavation project in the vicinity and had it delivered to our project. This reduced the quantity of soil required for embankment. Additionally, the quantities for Item Nos. 110 2001 EXCAVATION ROADWAY, 162 2002 BLOCK SODDING, 166 2001 FERTILIZER, and 168 2001 VEGETATIVE WATERING, were also reduced due to changes in the PGL and proposed ditches due to an AT&T fiber optic conflict on the west side of Brown Road. Attached are revised summary sheets 14 and 16 and revised plan sheets 2 through 8, 66 through 69, 73, 90, 91, 93, 95, 99, 100, 114, 115, 116, 118 through 123, 156 and 173 which detail the reductions in quantity on this project. City of Tomball is the third party entity.

"By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change and that this agreement is made in accordance Item 4 and the Contract. Exceptions should be noted in explanation above."

THE CONTRACTOR

BY: E.J. Rebecek 5/29/09 DATE

TYPED/PRINTED NAME: E.J. Rebecek DATE

TYPED/PRINTED TITLE: Executive Vice President DATE

AREA ENGINEER: P.E. 5/12/2009 DATE

AREA ENGINEER'S SEAL:

STATE OF TEXAS
DOUGLAS STEPHENS
65442
REGISTERED PROFESSIONAL ENGINEER

DISTRICT ENGINEER: DATE

DIRECTOR, CONSTRUCTION DIVISION: DATE

AED For Eng. Operations: DATE

FHWA: DATE

CONTRACT ID 091271427 CHANGE ORDER NBR. 1

CONTRACT ITEMS

PROJECT NBR 091271427

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
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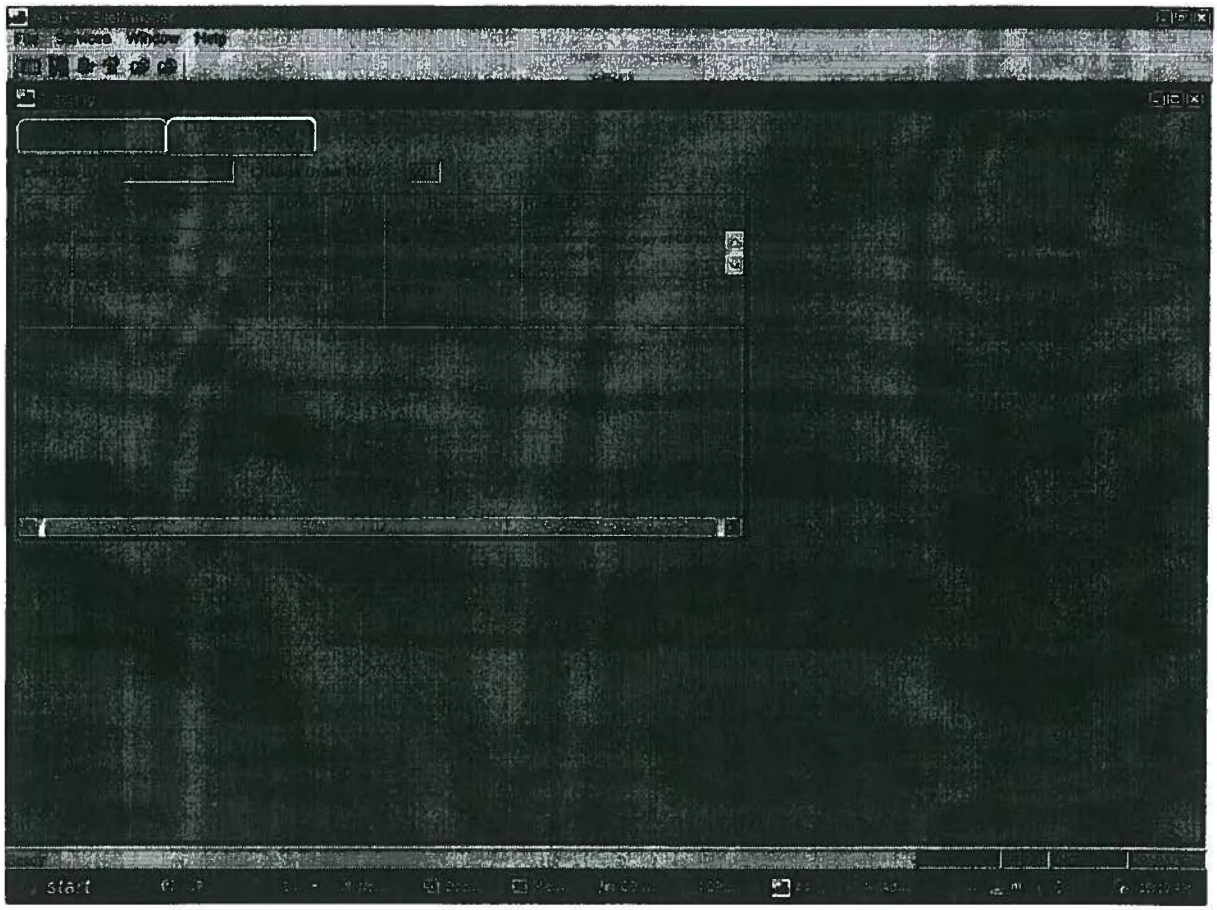
		CO DESCR		REDUCTION IN QUANTITIES/CHANGES IN SITE CONDITIONS						
001	0085	01322006	000	EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	8.97000	20,858.000	-1,437.000	19,421.000	-$12,889.89
		CO DESCR		REDUCTION IN QUANTITIES/CHANGES IN SITE CONDITIONS						
001	0090	01622002	000	BLOCK SODDING	SY	4.00000	27,652.000	-4,160.000	23,492.000	-$16,640.00
		CO DESCR		REDUCTION IN QUANTITIES/CHANGES IN SITE CONDITIONS						
001	0105	01662001	000	FERTILIZER	AC	300.00000	6.380	-0.860	5.520	-$258.00
		CO DESCR		REDUCTION IN QUANTITIES/CHANGES IN SITE CONDITIONS						
001	0110	01682001	000	VEGETATIVE WATERING	MG	25.00000	0.890	-0.130	0.760	-$3.25
		CO DESCR		REDUCTION IN QUANTITIES/CHANGES IN SITE CONDITIONS						

CHANGE ORDER AMOUNT -$31,526.52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DOC FILE

Texas Department of Transportation

MEMORANDUM

TO: Mr. Thomas R. Bohuslav, P.E.
Construction Division

DATE: June 24, 2009

Originating Office
Houston District
DOC

FROM: Charles E. Gaskin, Jr., P.E.

SUBJECT: STP 99(25)
912-71-427
CS
Harris County

Submitted with this memorandum is Form CO, accompanied by pertinent plan sheets, covering Change Order No. 1 to the subject project.

Enclosed is a memorandum (May 15, 2009) from Mr. Douglas G. Stephens, P.E., the Area Engineer in charge of this project, providing information for Change Order No. 1.

The revisions covered by this change order are estimated to result in an underrun of the funds authorized for this project in the amount of $31,526.52. However, as reflected by the attached Form CO-AFA, the City of Tomball has agreed to participate 20% of the cost of these revisions for a credit amount of $6,305.30. The executed Form CO-AFA will be forwarded as soon as it is received by this office. This change order has been approved on the local level and is submitted for your information and further handling.

P.E.
Director of Construction

MAILED 06/26/09

BDB:bdb
Attachments
cc: Mr. Douglas G. Stephens, P.E.

413

TX DOT RECEIVED JUN 12 2009 CONSTRUCTION - HOUSTON

Texas Department of Transportation

MEMORANDUM

TO: Mr. Charles E. Gaskin, Jr. P.E.

DATE: May 15, 2009

FROM: Douglas G. Stephens, P.E.

Originating Office
Houston District
NHAE

SUBJECT: CSJ: 0912-71-427
Project: STP 99 (25)
Highway: CS
County: HARRIS

Submitted with this memorandum is the Form CO covering Change Order Request No. 1 to the referenced project. This Change Order provides for the reduction in quantity to five-(5) existing items.

The project calls for the construction of a non-freeway facility consisting of two lanes on a new location. However, Item No. 132-2006 EMBANK (FINAL) (DENS CONT) (TY C) consists of changes in existing conditions due to a previous contract with the City of Tomball in which the City accepted soil spoils from a ditch excavation project in the vicinity and had it delivered to our project. This reduced the quantity of soil required for embankment. Additionally, the quantities for Item Nos. 110-2001 EXCAVATION ROADWAY, 162-2002 BLOCK SODDING, 166-2001 FERTILIZER, and 168-2001 VEGETATIVE WATERING, were also reduced due to changes in the PGL and proposed ditches due to an AT&T fiber optic conflict on the west site of Brown Road. Attached are revised summary sheets 14 and 16 and revised plan sheets 2 through 8, 66 through 69, 73, 90, 91, 93, 95, 99, 100, 114, 115, 116, 118 through 123, 156 and 173 which detail the reductions on this project.

The revisions covered by this proposed change order are estimated to result in an underrun of the funds authorized for this contract in the amount of (-$31,526.52). As reflected by the endorsement of the Form CO-AFA, City of Tomball has reviewed and approved the work covered by this change and has agreed to participate in the costs of the revisions(s) in accordance with the terms of the "Advanced Funding Agreement For Surface Transportation Program – Metropolitan Mobility Rehabilitation." The City of Tomball's participation will be a credit of 20% (-$6,305.30). Your review and further handling is requested.

If you should have any questions concerning this matter, please contact this office at 281-319-6400.

cc: DTPD
Fieldstaff
6/12

P.E.
Area Engineer

DGS:jmz

District Oversight

Attn: JAP

From: Ron Tryner
To: Janice Zuckero
Date: 5/12/2009 10:00 AM
Subject: Re: CORRECTED Email Draft CO No. 1 0912-71-427

OK

>>> Janice Zuckero 5/12/2009 9:56 AM >>>
Sorry I forgot to attach the CO when I sent the first email.

Reduction in quantities due to changes in site conditions.

Janice

Texas Department of Transportation
P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

May 11, 2009

CONTACT NHAE

County: Harris
Control: 0912-71-427
Project: STP 99 (25)
Highway: CS
Change Order No. 1

The City of Tomball, Texas
401 West Market Street
Tomball, Texas 77375
Attn: Ms. Jan Belcher
City Manager

Dear Ms. Belcher:

Enclosed for your review and approval are four (4) copies of the Form CO-AFA along with an executed copy of the Form CO, covering Change Order Request No. 1 to the referenced project. Also enclosed is an executed copy of the Construction Memorandum, which further explains this proposed Change Order.

After you have executed all four (4) copies of the Form CO-AFA, please return them to this office for further handling and processing.

If you should have any questions concerning this matter, please contact this office at 281-319-6400.

Sincerely,

Douglas G. Stephens, P.E.
Area Engineer
Houston District

DGS:jmz

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

Advance Funding Agreement (Third Party Funding) Information

20% of -$31,526.52 (Net Underrun)

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT.

CCSJ:	912-71-427
Project:	STP 99 (25)
Highway:	CS
Limits:	From SH 249 to Quinn Road.
City CIP No:	
County:	Harris
District:	Houston
Contract Number:	12073022

1. Outside funding provided by:

City of Tomball
(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☑ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount: _____)

☑ Actual Cost (Estimated Amount: ($6,305.30))

(a) Contract Items (Bid Items):			($6,305.30)
(b) E&C*:	(a) x 0.00% (enter %)	=	$0.00
Subtotal			($6,305.30)
(c) Indirect Cost**:	(a + b) x 0.00% (enter %)	=	$0.00
TOTAL			($6,305.30)

Use as needed:

I hereby approve the modifications covered by Form CO for this Change Order and agree to finance the additional costs, if any, as reflected by this form.

Advance Funding Date _____

By _____

_____
Typed/Printed Name

_____
Typed/Printed Title

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project from approximately 6% to 11% depending on the contract amount of the project. Projects with higher contract amount will have the lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Advance Funding for this Change Order has been arranged:

_____
District Engineer Date

Typed/Printed Name: Delvin Dennis, P.E.

TXDOT Form CO-AFA (Rev. 5-2003) (Modified for Houston District use, 10/03)

CHANGE ORDER REASON(S) CODE CHART

Category	Code	Change Order Reason
1. Design Error or Omission	1A	Incorrect PS&E (TxDOT design): This code should be used when TxDOT prepared the PS&E and an error and/or omission is discovered, but there is no additional cost to the project, nor any contractor delay, rework or inefficiencies.
	1B	Incorrect PS&E (Consultant design): This code should be used when a consultant prepared the PS&E and an error and/or omission is discovered, but there is no additional cost to TxDOT, nor any contractor delay, rework or inefficiencies to the project.
	1C	Other: This code should be used when there is an error and/or omission, (TxDOT or consultant) but the cause (all or partial) cannot be assigned to TxDOT or the consultant and other codes in this category are not appropriate.
	1D	Design error or omission that resulted in delay, rework, or inefficiencies (TxDOT design): This code should be used when TxDOT prepared the PS&E and an error and/or omission is discovered and additional cost, contractor delay, rework or inefficiencies occur on the project.
	1E	Design error or omission that resulted in delay, rework, or inefficiencies (Consultant design): This code should be used when a consultant prepared the PS&E and an error and/or omission is discovered and additional cost to TxDOT or contractor delay, rework or inefficiencies occur on the project.
2. Differing Site Conditions (Unforeseeable) *	2A	Differing site conditions (unforeseeable): This code should be used when actual site conditions are found to be different than depicted in the plans, soil borings or other project information. Refer to Article 4.3 of the standard specifications.
	2F	Site conditions altered by Act of God: This code should be used when the project is impacted by Acts of God.
	2G	Unadjusted utility (unforeseeable): This code should be used when unknown utilities impact the project.
3. TxDOT Convenience	3B	To address public request and needs after letting: This code should be used when a change is made or work is added to accommodate a pubic request.
	3E	Reduction of future maintenance: This code should be used when a change is made with the intent of minimizing the need for future maintenance. Coordination should be undertaken to determine FHWA participation.
	3F	Additional work desired by TxDOT: This code should be used when TxDOT adds needed work.
	3H	Cost savings opportunity discovered during construction: This code should be used to reduce project cost and/or project duration.
	3I	Implementation of improved technology or better processes: This code should be used when improved technologies or better processes are utilized in the project.
	3K	Addition of stock account or material supplied by TxDOT provision: This code should be used to buy material purchased by the contractor and not incorporated into the project. It should also be used when TxDOT supplies material to the contractor, that is incorporated in the project.
	3L	Revising safety work/measures desired by TxDOT: This code should be used to revise safety measures on the project. The safety enhancement may be suggested either by TxDOT or the contractor.
	3M	Other: This code should be used for changes to the project for TxDOT convenience where other codes in this category are not appropriate.
	3N	Upgrade to current standards: This code should be used for necessary changes to upgrade to current design standards where standards have changed subsequent to PS&E preparation.
	3O	Time extension: This code should be used to add time to the contract no other work is included in the CO.
4. Third Party Accommodation	4A	Failure of a third party to meet commitment: This code should be used when a third party to the contract fails to fulfill any part of their commitment.
	4B	Third party request for additional work: This code should be used to identify additional work requested by a third party. Generally, this will require a modification to the advance funding agreement.
	4D	Other: This code should be used for third party accommodation where other codes in this category are not appropriate.
5. Contractor Convenience	5A	Contractor requested change in traffic control plan or sequence of work: This code should be used for contractor requested change to the traffic control plan or sequence of work and must be acceptable to TxDOT.
	5B	Contractor requested change in materials and/or method of work: This code should be used for a contractor change in materials and/or method of work and must be acceptable to TxDOT.
	5C	Payment for partnering workshop: This code should be used to reimburse a contractor for TxDOT's agreed share of partnering expenses in accordance with Special Provision 000-002.
	5E	Other: This code should be used for in contractor convenience requests where other codes in this category are not appropriate.
	5F	Price adjusted on finished work (price reduced in exchange for acceptance): This code should be used as a reduction in cost for contract items that have deficiencies and TxDOT is willing to accept work at a reduced price.

SUMMARY OF CONTRACT MODIFICATIONS

DATE:	5/6/09	A/PE:	Douglas G. Stephens, P.E.
CSJ:	0912-71-427	HWY:	CS
COUNTY:	Harris	CONTRACT WORK DAYS	84
CONTRACT PRICE:	$1,833,442.16	DA-DAYS ADDED	
REVISED CONT PRICE:	$1,801,915.64	TAD-TOTAL ADDED DAYS	
CONTRACT X 25%	$458,360.54	TDA-TOTAL DAYS ALLOWED	

CO	SA	EWO	TE	NET CHANGE	CO TOTAL TO DATE	REVISED CONT PRICE	DA	TAD	TDA	REMARKS
1				($31,526.52)	($31,526.52)	$1,801,915.64		0	84	

SUMMARY OF CONTRACT MODIFICATIONS

DATE	June 24, 2009	AREA OFFICE / AE / AREA #	NORTH HARRIS / DGS / 056
CCSJ	0912-71-427	HIGHWAY	CS
COUNTY	HARRIS	CONTRACT WORK DAYS	84
CONTRACT PRICE	$1,833,442.16	DA -- DAYS ADDED	
REVISED CONT PRICE	$1,801,915.64	TAD -- TOTAL ADDED DAYS	
CONTRACT X 25%	$458,360.54	TDA -- TOTAL DAYS ALLOWED	

BB

COMPLETED _____

ACCEPTED _____

CO	SA	TE	NET CHANGE	CO TOTAL TO DATE	REVISED CONT PRICE	DA	TAD	TDA	REMARKS
1			($31,526.52)	($31,526.52)	$1,801,915.64	0	0	84	
			$0.00	$0.00	$1,801,915.64	0	0	0	
			$0.00	$0.00	$0.00	0	0	0	
			$0.00	$0.00	$0.00	0	0	0	
			$0.00	$0.00	$0.00	0	0	0	
			$0.00	$0.00	$0.00	0	0	0	
			$0.00	$0.00	$0.00	0	0	0	
			$0.00	$0.00	$0.00	0	0	0	
			$0.00	$0.00	$0.00	0	0	0	
			$0.00	$0.00	$0.00	0	0	0	
			$0.00	$0.00	$0.00	0	0	0	

Control Number: 0912-71-427
Change Order Number: 1
Area Office: North Harris

Initial Review Date: June 17, 2009
Reviewed by: James Paradowski
Initial Review Comments:
Received 6/12/09.
Adjusting items.
Will have third party involvement.

Date Forwarded for Processing: June 17, 2009
Assigned to: Bill Brown
Processing Comments:

Date Forwarded for Final Review:
Final Review by:
Final Review Comments:

SUMMARY OF ROADWAY QUANTITIES

ITEM NO				100	110	132	162	166	168	260	
DESC				2002	2001	2006	2002	2001	2001	2012	2014
PLAN & PROFILE SHEET NO	STATION	TO	STATION	PREPARING ROW	EXCAVATION (ROADWAY)	EMBANK (FINAL) (DENS CONT) (TY C)	BLOCK SODDING	FERTILIZER	VEGETATIVE WATERING	LIME (HYD, COM OR QK) (SLRY) OR QK (DRY)	LIME TRT (SUBGR) (DC) (6")
				STA	CY	CY	SY	AC	MG	TON	SY
1 OF 10	BEG PROJECT	TO	38+00	2.60	1714	19	1009	0.21	0.03	12.81	949
2 OF 10	38+00	TO	42+00	4.00	443	4517	1986	0.41	0.06	24.27	1798
3 OF 10	42+00	TO	46+00	4.00	118	7223	1812	0.37	0.05	27.47	2035
4 OF 10	46+00	TO	49+50	3.50	578	3366	2571	0.53	0.07	18.99	1407
5 OF 10	49+50	TO	54+00	4.50	554	1230	3369	0.70	0.10	22.95	1700
6 OF 10	54+00	TO	58+00	4.00	695	615	3111	0.64	0.09	20.40	1511
7 OF 10	58+00	TO	62+00	4.00	434	1170	3111	0.64	0.09	20.40	1511
8 OF 10	62+00	TO	66+00	4.00	385	1195	3030	0.63	0.09	20.52	1520
9 OF 10	66+00	TO	70+00	4.00	1112	86	2703	0.56	0.08	25.92	1920
10 OF 10	70+00	TO	END PROJECT	1.30	668	0	790	0.16	0.02	9.86	730
TOTAL				35.90	6701	18421	23492	4.85	0.68	204	15081

ITEM NO				276	341		360	531	
DESC				2228	2047	2050	2025	2024	2040
PLAN & PROFILE SHEET NO	STATION	TO	STATION	CMT TRT (PLNT MIX) (CL III TY A) (GR II) (8")	D-GR HMA (QCQA) TY-C SAC-A PG70-22	D-GR HMA (QCQA) TY-C PG70-22	CONC PVMT (JOINT REINF) (8")	CONC SIDEWALKS (5")	CURB RAMPS (TY 5)
				SY	TON	TON	SY	SY	EA
1 OF 10	BEG PROJECT	TO	38+00	925	89	93	0	0	0
2 OF 10	38+00	TO	42+00	1759	176	193	0	14	2
3 OF 10	42+00	TO	46+00	1991	199	209	0	0	0
4 OF 10	46+00	TO	49+50	1185	116	123	167	0	0
5 OF 10	49+50	TO	54+00	0	0	0	1500	0	0
6 OF 10	54+00	TO	58+00	0	0	0	1333	0	0
7 OF 10	58+00	TO	62+00	0	0	0	1333	0	0
8 OF 10	62+00	TO	66+00	0	0	0	1344	0	0
9 OF 10	66+00	TO	70+00	0	0	0	1742	0	0
10 OF 10	70+00	TO	END PROJECT	0	0	0	659	6	2
TOTAL				5860	580	618	8078	20	4

Sheet No. 14 – CO No. 1

ADJUSTED DITCHES, REMOVED CROSS CULVERT AT STA 45+45 AND DRIVEWAY 4. 04/02/08

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BROWN/HUFSMITH

SUMMARY OF ROADWAY QUANTITIES

SHEET 1 OF 1

DIST. NO.	PROJECT NO.			SHEET NO.
6				14
STATE	DIST.	COUNTY		
TEXAS	HOU	HARRIS		
CONT.	SECT.	JOB	HIGHWAY NO.	
0912	71	427	BROWN/HUFSMITH	

LEGEND

(#) DRIVEWAY NUMBER

SUMMARY OF CROSS CULVERTS, PARALLEL CULVERTS AND DRIVEWAYS

ITEM NO				110	400		420	432		462	464	467			530
DESC				2002		2005	2091	2037	2050	2007	2005	2114	2224	2288	2010
PLAN & PROFILE SHEET NO	STATION	TO	STATION	EXCAVATION (CHANNEL) CY	STRUCT EXCAV * CY	CEM STABIL BKFL CY	CL B CONC (MISC) ** CY	RIPRAP (STONE TY R) (DRY) (18IN) ** CY	RIPRAP (CONC) (CL B) (5 IN) ** CY	CONC BOX CULV (5FT X 3 FT) LF	RC PIPE (CL III) (24 IN) LF	SET (TY I) (5-5FT) (HW=4 FT) (4:1) (C)	SET (TY II) (24 IN) (RCP) (4:1)(C) EA	SET (TY III) (24 IN) (RCP) (6:1)(P) EA	DRIVEWAYS (CONC) SY
1 OF 10	BEG PROJECT	TO	38+00	0	0	0	0	0	0	0	0	0	0	0	0
2 OF 10	38+00	TO	42+00	0	226	262	0	0	0	0	548	0	0	8	0
3 OF 10	42+00	TO	46+00	0	(0) ⚠1	(0) ⚠1	0	(0) ⚠1	0	0	(0) ⚠1	0	(0) ⚠1	0	0
4 OF 10	46+00	TO	49+50	0	40	46	0	12	0	0	96	0	4	0	0
5 OF 10	49+50	TO	54+00	0	99	115	0	24	0	0	240	0	8	4	123 (1) (2)
6 OF 10	54+00	TO	58+00	0	76	88	0	24	0	0	184	0	8	0	0
7 OF 10	58+00	TO	62+00	0	0	0	0	0	0	0	0	0	0	0	0
8 OF 10	62+00	TO	66+00	44	125	123	1	59	26	96	(22) ⚠1	4	0	(2) ⚠1	(206) (3) ⚠1
9 OF 10	66+00	TO	70+00	0	0	0	0	0	0	0	0	0	0	0	0
10 OF 10	70+00	TO	END PROJECT	0	35	40	0	7	0	0	84	0	0	2	0
TOTAL				44	(600) ⚠1	(674) ⚠1	1	(126) ⚠1	26	96	(1174) ⚠1	4	(20) ⚠1	(16) ⚠1	(329) ⚠1

*FOR CONTACTORS INFORMATIONONLY.

**SEE "FLUME DETAIL"

LEGEND

(#) DRIVEWAY NUMBER

⚠1 ADDED LEGEND, REMOVED CROSS CULVERT AT STA 45+45 AND DRIVEWAY 4. 04/02/08

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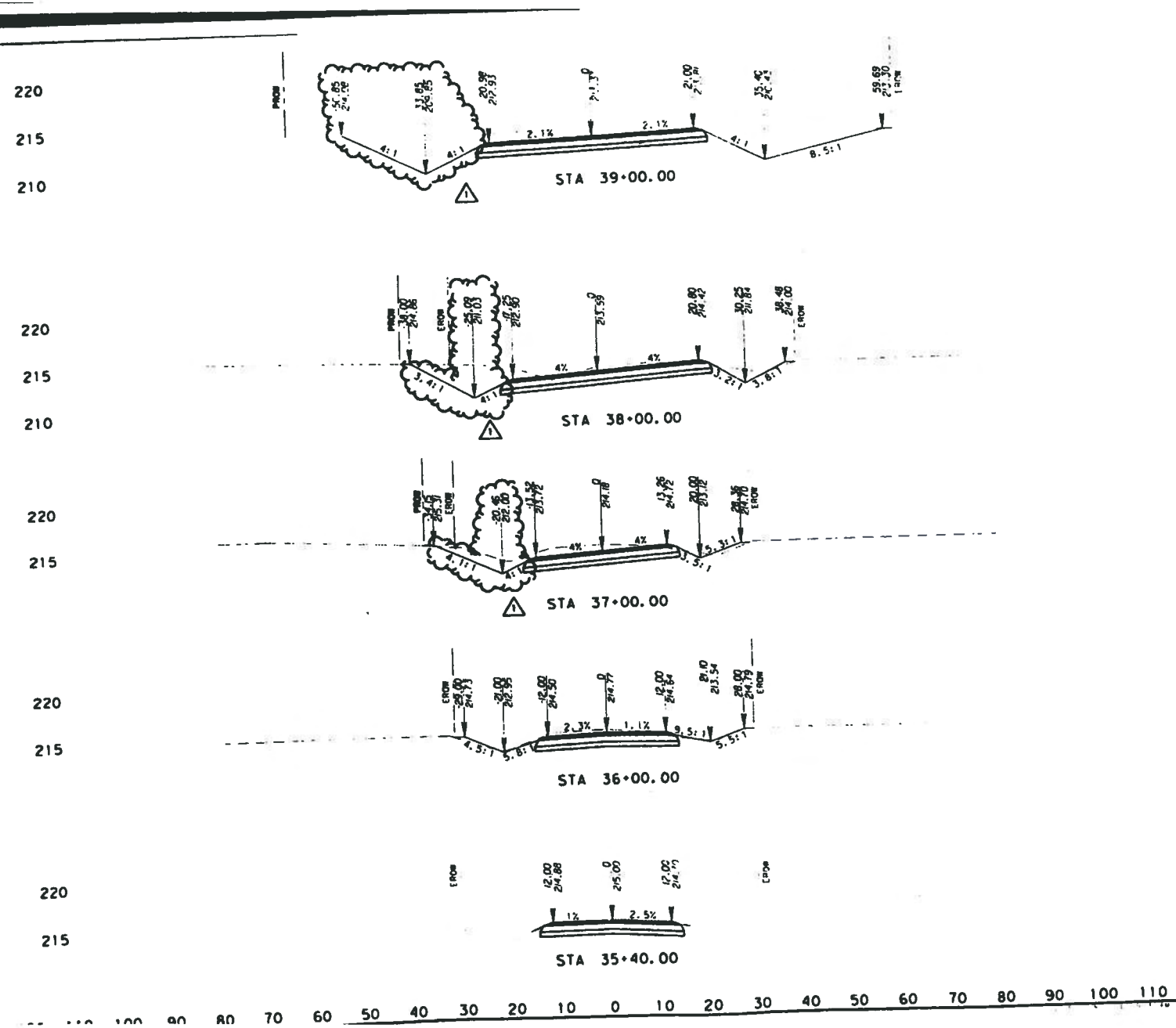
BROWN/HUFSMITH

SUMMARY OF CROSS CULVERTS, PARALLEL CULVERTS AND DRIVEWAYS

SHEET 1 OF 1

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			16
STATE	DIST.	COUNTY	
TEXAS	HOU	HARRIS	
CONT.	SECT.	JOB	HIGHWAY NO.
0912	71	427	BROWN/HUFSMITH

⚠1 Sheet No. 16 – CO No. 1



Sheet No. 2 – CO No. 1

REVISED FRONT SLOPE. 7/15/08

STATE OF TEXAS
KYLE A. BERTRAND
84575
LICENSED
PROFESSIONAL ENGINEER
7/16/08

SCALE: (HORIZ) 1" = 20'
(VERT) 1" = 10'

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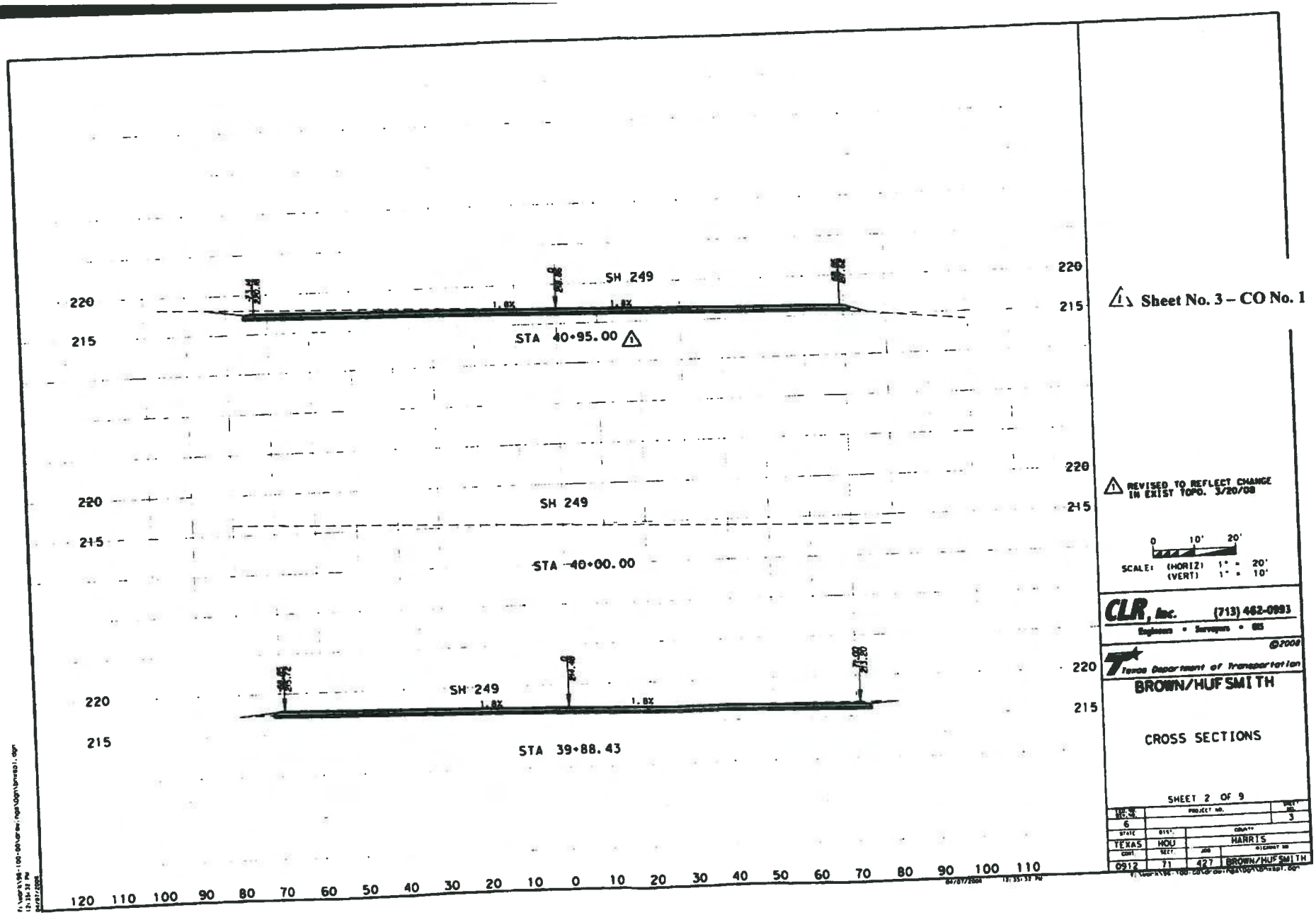
CROSS SECTIONS

SHEET 1 OF 4

TEXAS	HOU	HARRIS	
0912	71	427	BROWN HUFSMITH


SH 249
1.8%
1.8%
STA 40+95.00
220
215
SH 249
STA 40+00.00
220
215
SH 249
1.8%
1.8%
STA 39+88.43
220
215
120 110 100 90 80 70 60 50 40 30 20 10 0 10 20 30 40 50 60 70 80 90 100 110
Sheet No. 3 – CO No. 1
REVISED TO REFLECT CHANGE IN EXIST TOPO. 3/20/08
0 10' 20'
SCALE: (HORIZ) 1" = 20'
(VERT) 1" = 10'
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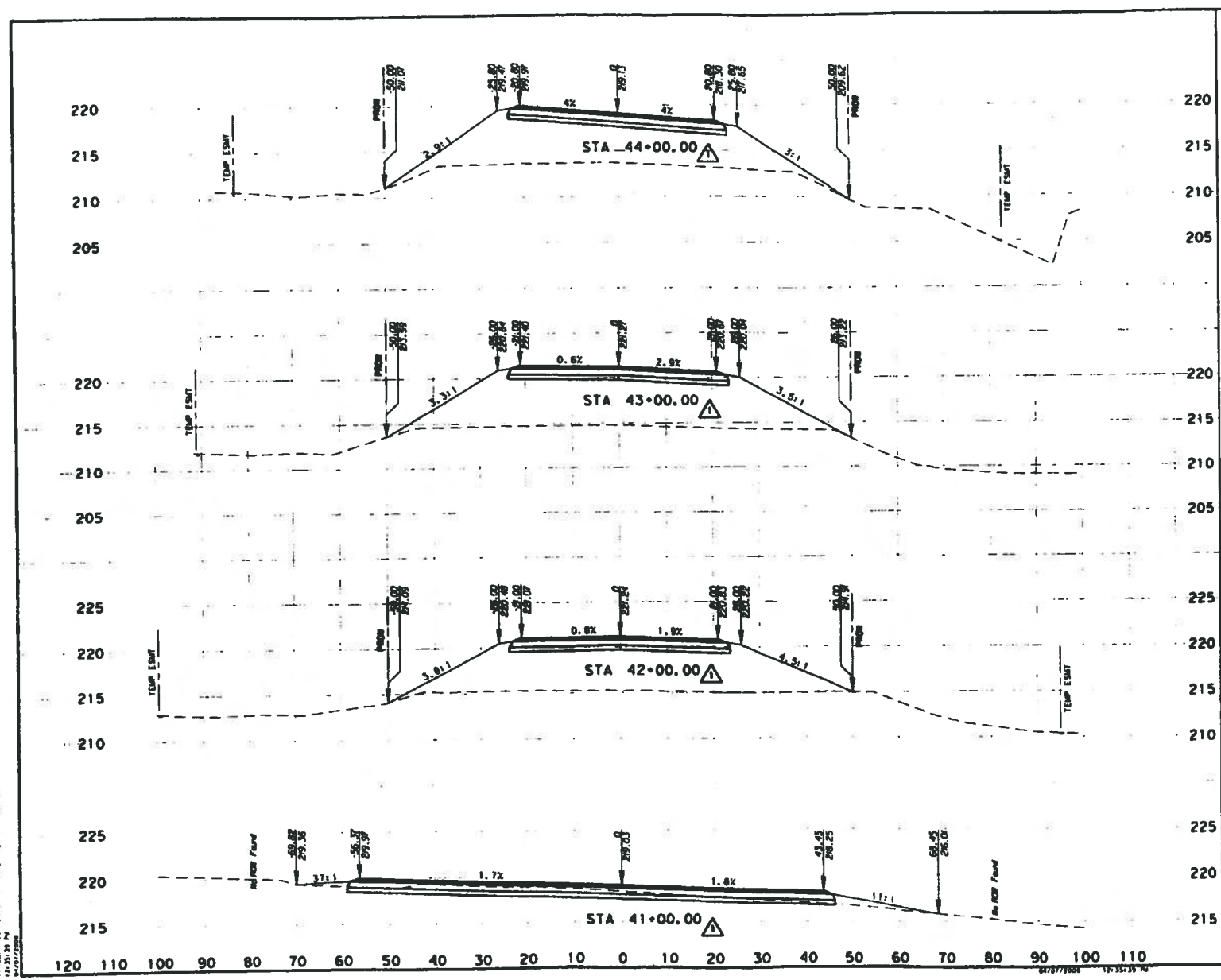
BROWN/HUFSMITH
CROSS SECTIONS
SHEET 2 OF 9
6
3
TEXAS
HOU
HARRIS
0912
71
427
BROWN/HUFSMITH



Sheet No. 4 – CO No. 1

REVISED TO REFLECT CHANGE IN EXIST TOPO. 3/20/08

0 10' 20'

SCALE: (HORIZ) 1" = 20'
(VERT) 1" = 10'

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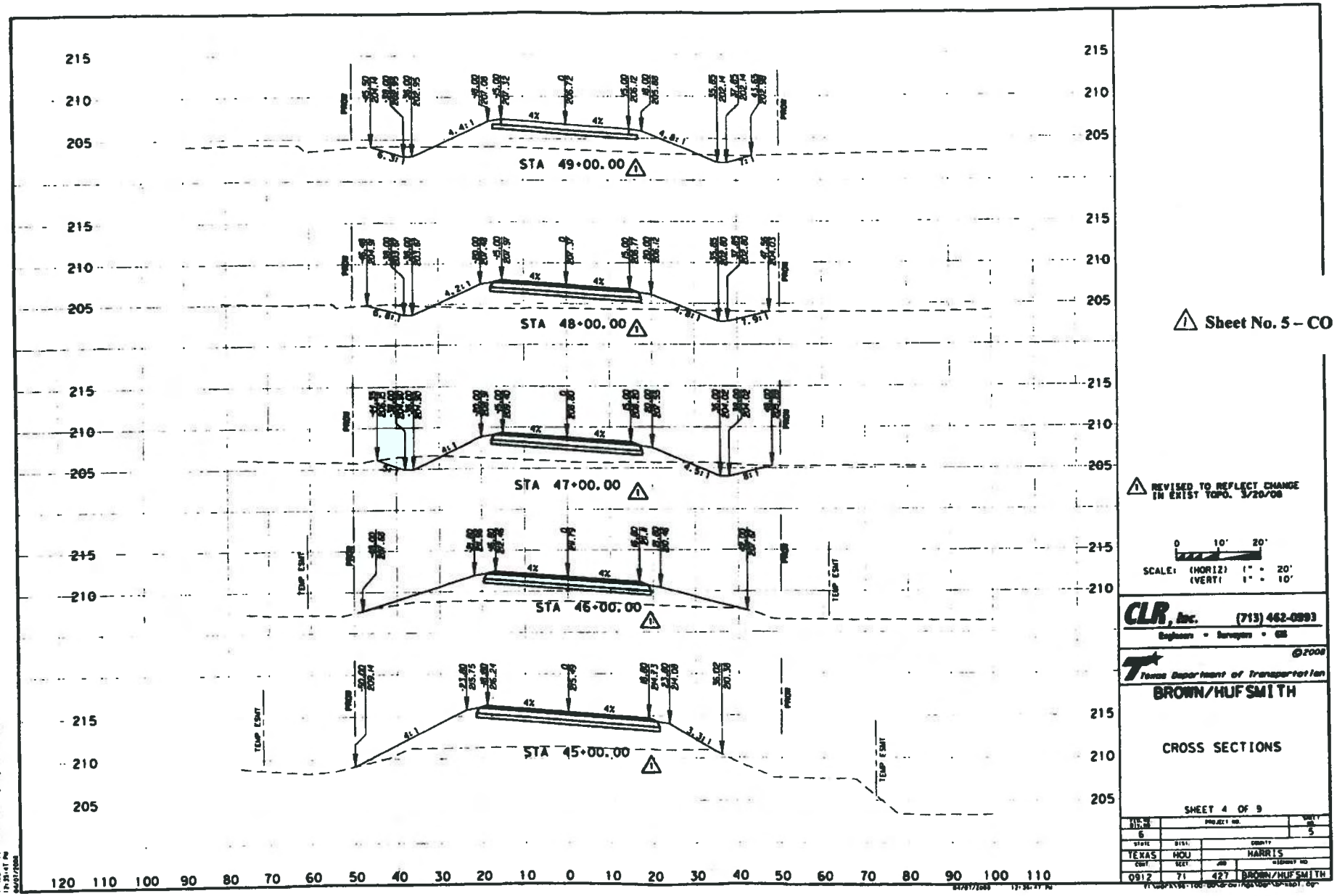
CROSS SECTIONS

SHEET 3 OF 9

FED. RD. DIV. NO. 6	PROJECT NO.		SHEET NO. 4
STATE TEXAS	DIST. HOU	COUNTY HARRIS	
CONT. 0912	SECT. 71	JOB 427	HIGHWAY NO. BROWN/HUFSMITH



△1 Sheet No. 5 – CO No. 1

△1 REVISED TO REFLECT CHANGE IN EXIST TOPO. 3/20/08

SCALE: (HORIZ) 1" = 20'
(VERT) 1" = 10'

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BROWN/HUFSMITH

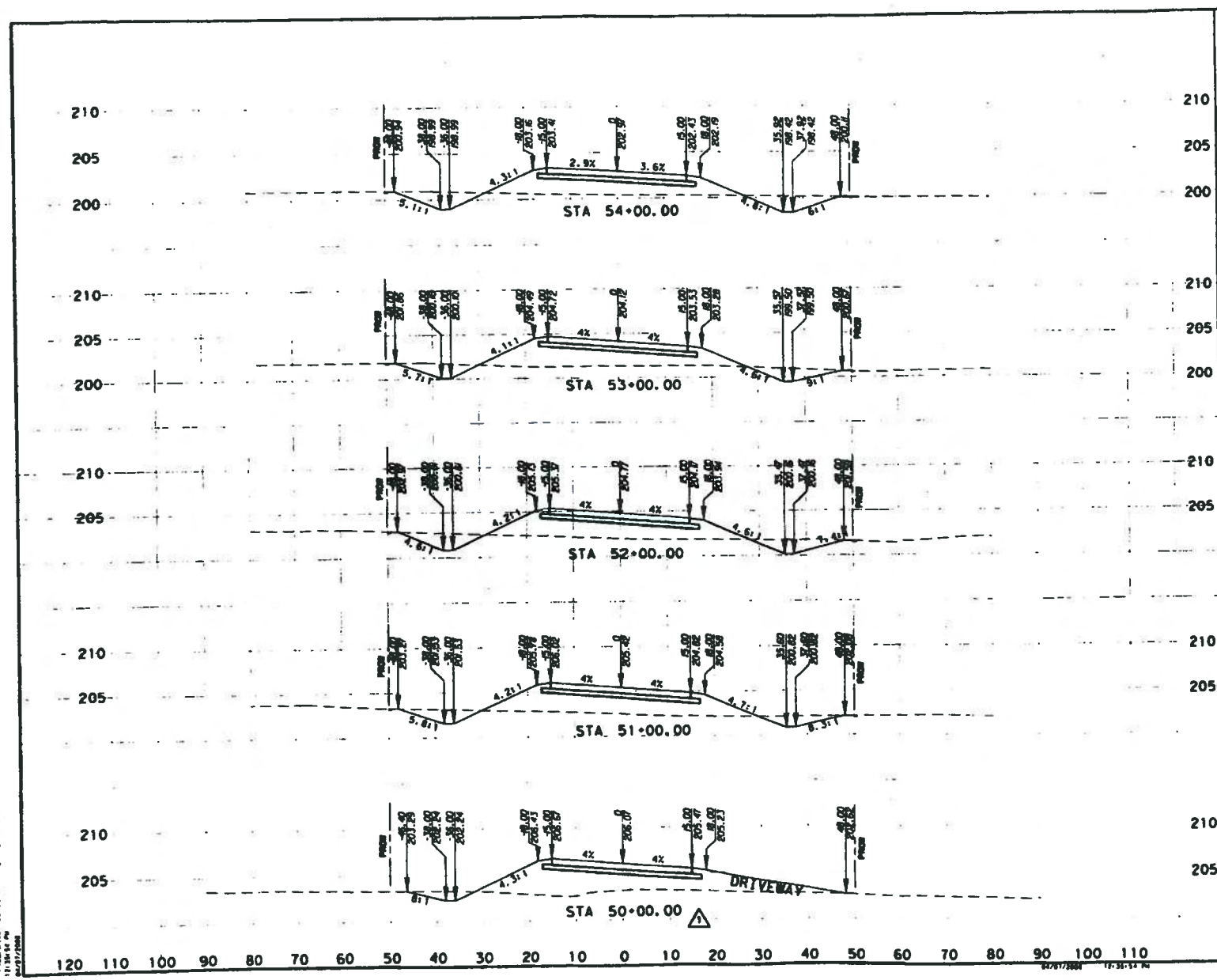
CROSS SECTIONS

SHEET 4 OF 9

DIST.	PROJECT NO.	SHEET NO.
6		5

STATE	DIST.	COUNTY
TEXAS	HOU	HARRIS

CONT	SECT	JOB	HIGHWAY NO.
0912	71	427	BROWN/HUFSMITH



Sheet No. 6 – CO No. 1

REVISED TO REFLECT CHANGE IN EXIST TOPO. 3/20/08

SCALE: (HORIZ) 1" = 20'
(VERT) 1" = 10'

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BROWN/HUFSMITH

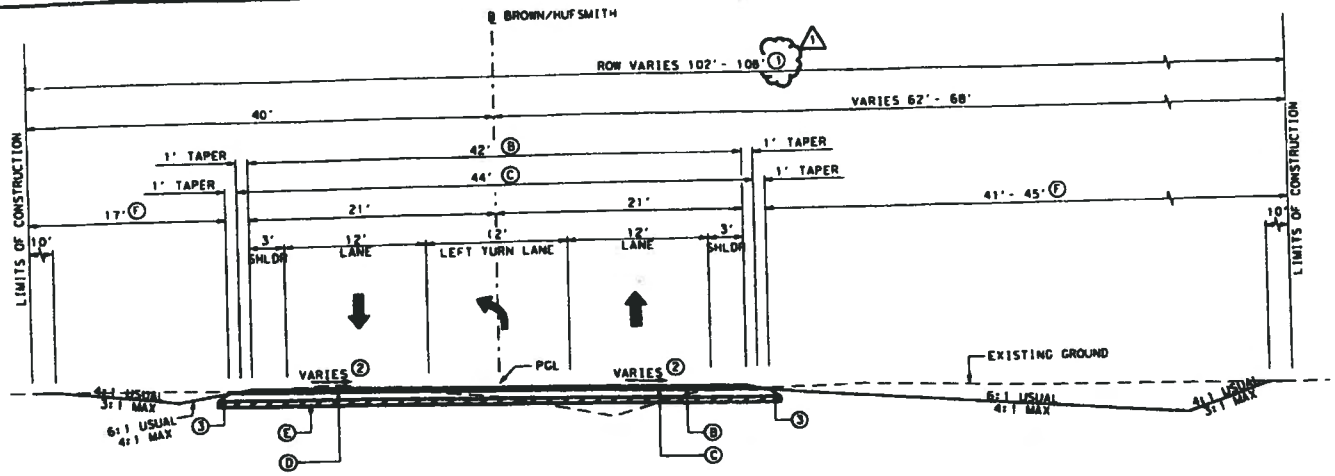
CROSS SECTIONS

SHEET 5 OF 9

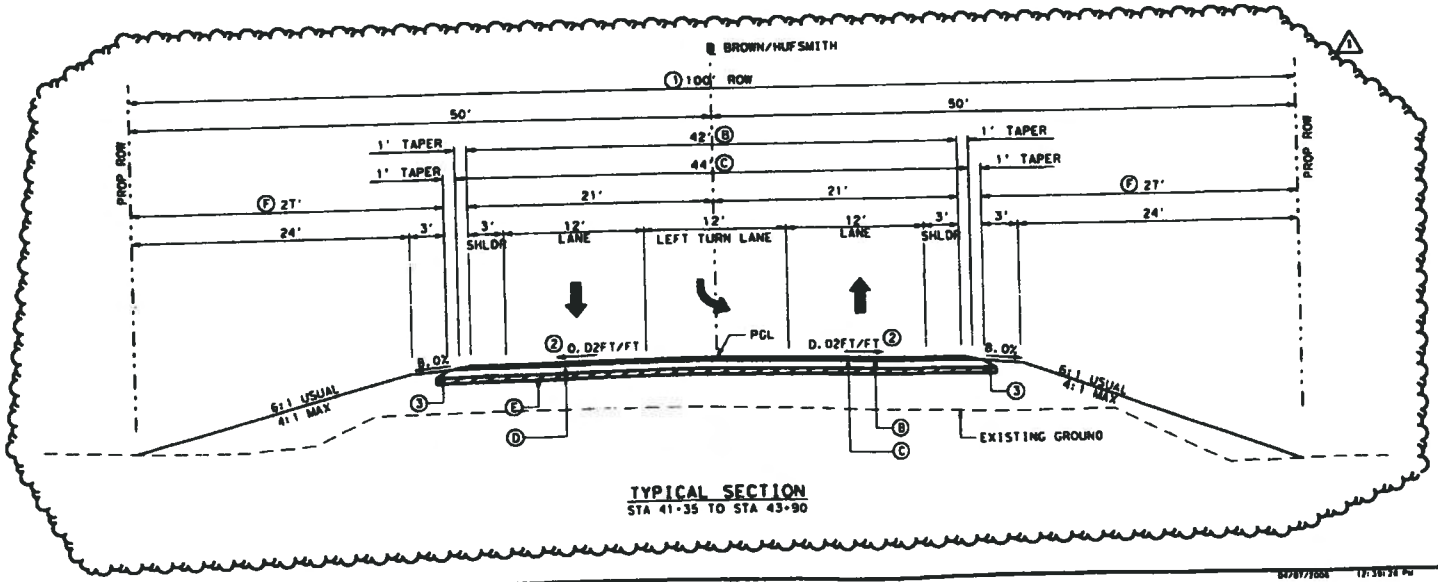
HIGHWAY	PROJECT NO.	SHEET NO.
6		6

STATE	DIST.	COUNTY
TEXAS	HOU	HARRIS

CONT.	SECT.	JOB	HIGHWAY NO.
0912	71	427	BROWN/HUFSMITH



TYPICAL SECTION
STA 39+00.67 TO STA 39+60.67



TYPICAL SECTION
STA 41+35 TO STA 43+90

Sheet No. 7 – CO No. 1

LEGEND

- (A) CONC PVMT (JOINTED-REINF) (8")
- (B) D-GR HMA (QCQA) TY-C SAC-A PG70-22
- (C) D-GR HMA (QCQA) TY-C PG 70-22
- (D) PORT CEM TRT BASE (8")
- (E) LIME TRT SUBGR (6")
- (F) BLOCK SOD
- (G) CONC SIDEWALK (5")
- (H) OMITTED
- (I) CURB RAMP (TY 5)
- (J) EXIST ASP CONC PAV
- (K) EXIST CONC PAV
- (#) DRIVEWAY NUMBER
- PROP DIRECTION OF TRAFFIC
- EXIST DIRECTION OF TRAFFIC

NOTES:

1. ALL UNPAVED AREAS WITHIN THE RIGHT-OF-WAY SHALL HAVE BLOCK SOD.
2. FOR SUPERELEVATION INFO SEE "CROSS SLOPE DATA SHEET".
3. FOR PAVEMENT DETAIL SEE DETAIL "A" ON SHT 1 OF 5.
4. PAY SCHEDULE 2 WILL APPLY FOR THIS PROJECT.

STATE OF TEXAS
PETER A. RING
79256
REGISTERED PROFESSIONAL ENGINEER

PAR 4/2/08

REVISED FOR CHANGED SITE CONDITIONS. 3/20/08

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BROWN/HUFSMITH

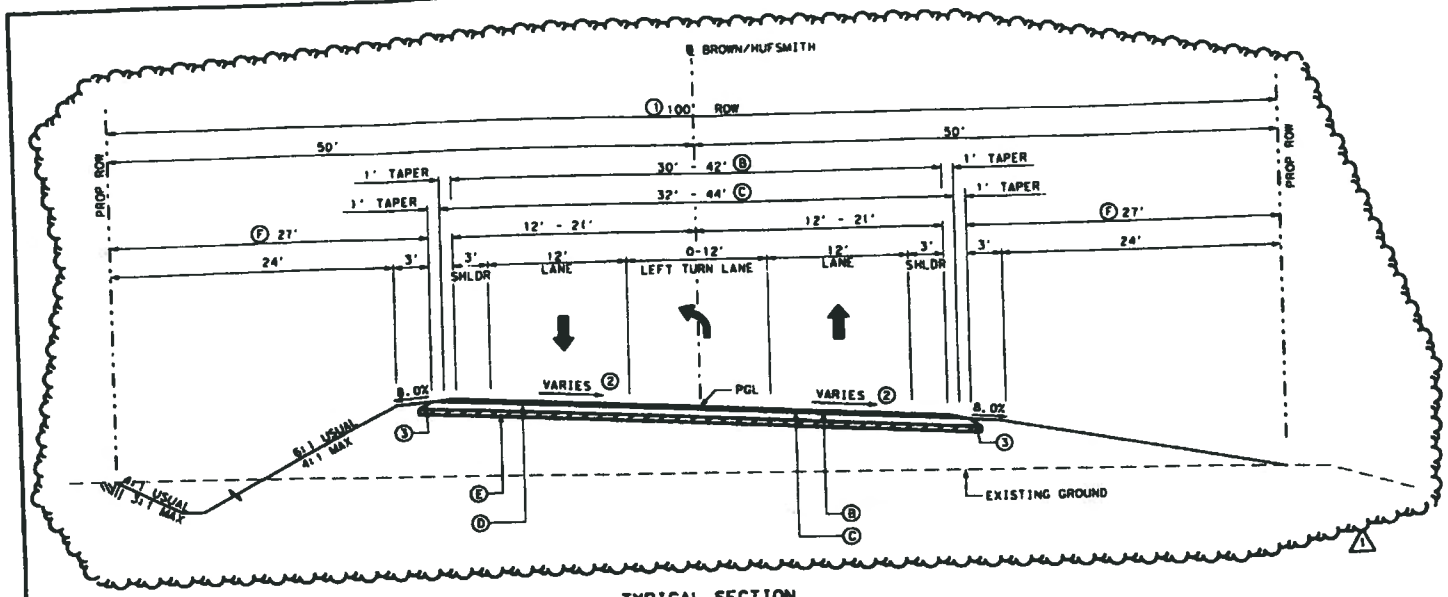
TYPICAL SECTION

SHEET 2 OF 5

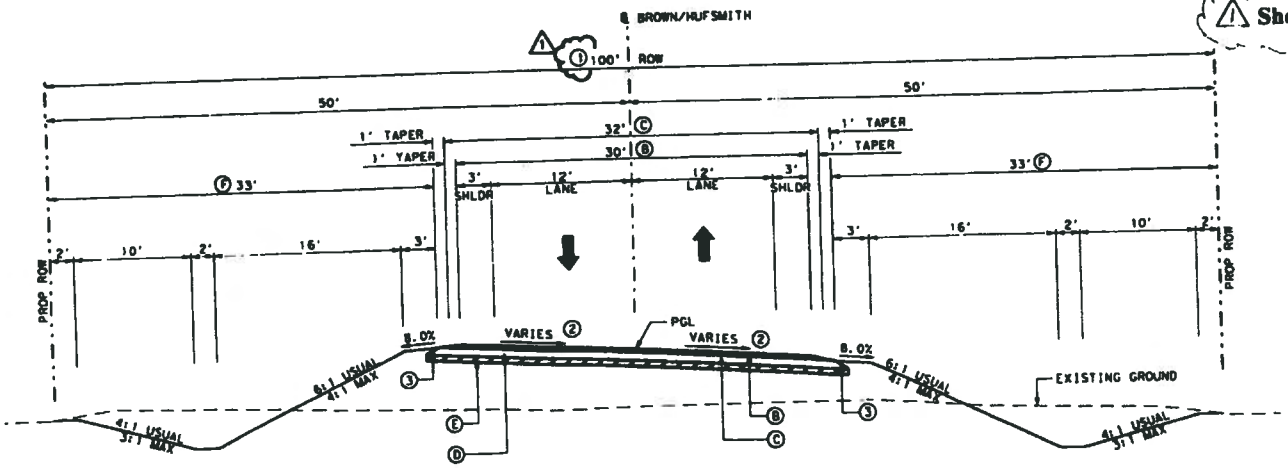
RIC. S.	PROJECT NO.	SHEET NO.
6		7

STATE	DIST.	COUNTY
TEXAS	HOU	HARRIS

CONT.	SECT.	JOB	HIGHWAY NO.
0912	71	427	BROWN/HUFSMITH



TYPICAL SECTION
STA 43+90.00 TO STA 46+90.00



TYPICAL SECTION
STA 46+90.00 TO STA 49+00.00

Sheet No. 8 – CO No. 1

LEGEND

- Ⓐ CONC PVMT (JOINTED-REINF) (8")
- Ⓑ D-GR HMA (QCQA) TY-C SAC-A PG70-22
- Ⓒ D-GR HMA (QCQA) TY-C PG 70-22
- Ⓓ PORT CEM TRT BASE (8")
- Ⓔ LIME TRT SUBGR (6")
- Ⓕ BLOCK SOD
- Ⓖ CONC SIDEWALK (5")
- Ⓗ OMITTED
- Ⓘ CURB RAMP (TY 5)
- Ⓙ EXIST ASP CONC PAV
- Ⓚ EXIST CONC PAV
- Ⓜ DRIVEWAY NUMBER
- PROP DIRECTION OF TRAFFIC
- EXIST DIRECTION OF TRAFFIC

NOTES:

1. ALL UNPAVED AREAS WITHIN THE RIGHT-OF-WAY SHALL HAVE BLOCK SOD.
2. FOR SUPERELEVATION INFO SEE "CROSS SLOPE DATA SHEET".
3. FOR PAVEMENT DETAIL SEE DETAIL "A" ON SHT 1 OF 5.
4. PAY SCHEDULE 2 WILL APPLY FOR THIS PROJECT.

STATE OF TEXAS
PETER A. RING
74256
REGISTERED PROFESSIONAL ENGINEER

Peter A. Ring 4/2/08

REVISED FOR CHANGED SITE CONDITIONS. 3/20/08

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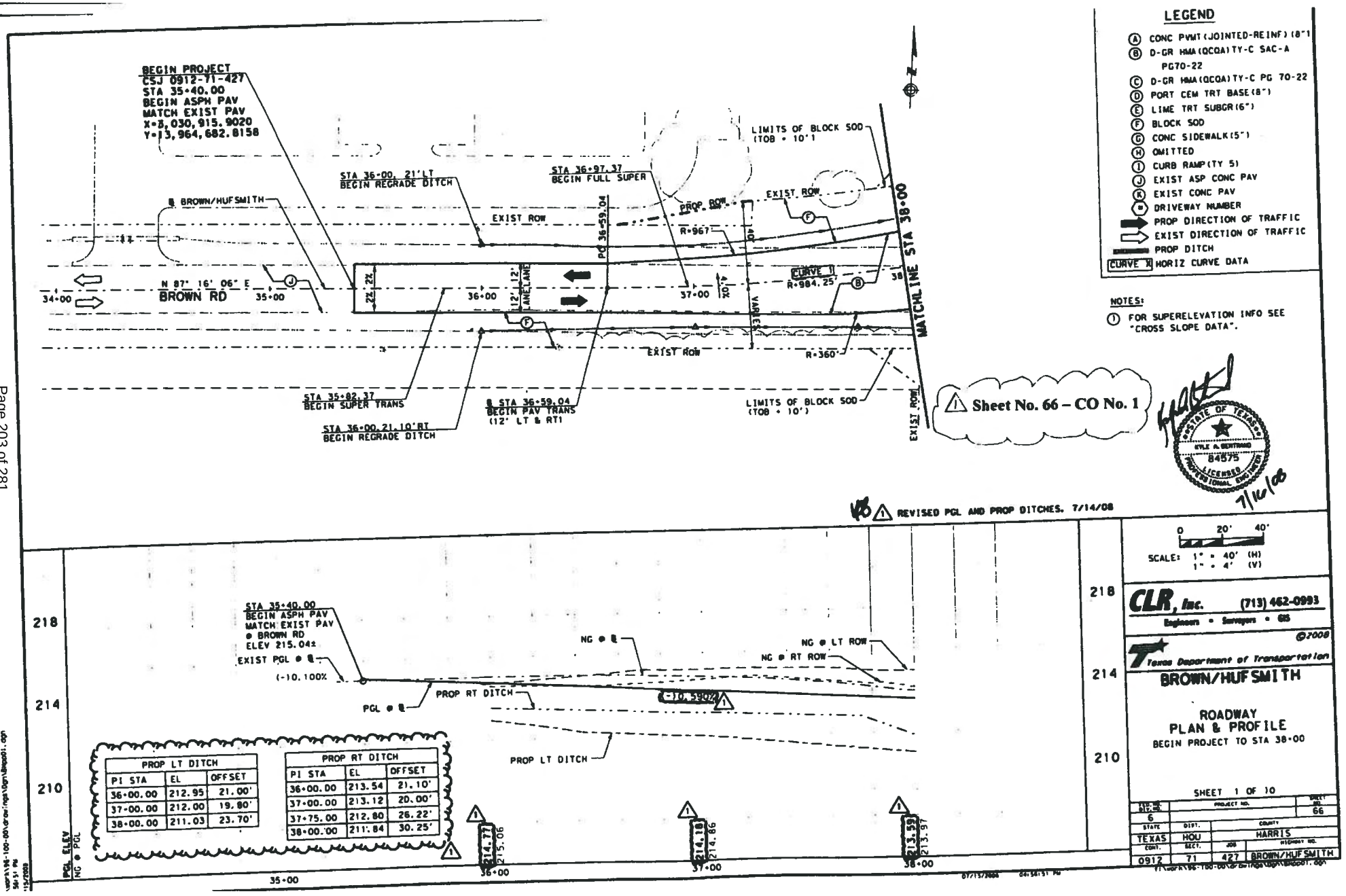
BROWN/HUFSMITH

TYPICAL SECTION

SHEET 3 OF 5

REV. NO.	PROJECT NO.		SHEET NO.
6			8
STATE	DIST.	COUNTY	
TEXAS	HOU	HARRIS	
CONT.	SECT.	JOB	HIGHWAY NO.
0912	71	427	BROWN/HUFSMITH


BEGIN PROJECT
CSJ 0912-71-427
STA 35+40.00
BEGIN ASPH PAV
MATCH EXIST PAV
X=3,030,915.9020
Y=13,964,682.8158
STA 36+00, 21' LT
BEGIN REGRADE DITCH
STA 36+97.37
BEGIN FULL SUPER
LIMITS OF BLOCK SOD
(TOB + 10')
BROWN/HUFSMITH
EXIST ROW
PROP ROW
EXIST ROW
PC 36+59.04
R=967'
40'
N 87° 16' 06" E
BROWN RD
34+00
35+00
36+00
37+00
38
2%
2%
12'
12'
LANE
LANE
70'
VARIES
CURVE 1
R=984.25'
MATCH LINE STA 38+00
EXIST ROW
R=360'
STA 35+82.37
BEGIN SUPER TRANS
STA 36+00, 21.10' RT
BEGIN REGRADE DITCH
STA 36+59.04
BEGIN PAV TRANS
(12' LT & RT)
LIMITS OF BLOCK SOD
(TOB + 10')
EXIST ROW
Sheet No. 66 – CO No. 1
REVISED PGL AND PROP DITCHES. 7/14/08
STA 35+40.00
BEGIN ASPH PAV
MATCH EXIST PAV
@ BROWN RD
ELEV 215.04±
EXIST PGL @ ℄
(-10.100%
PGL @ ℄
PROP RT DITCH
(-10.590%
PROP LT DITCH
NG @ ℄
NG @ LT ROW
NG @ RT ROW
218
214
210
PGL ELEV
NG @ PGL
35+00
36+00
37+00
38+00
214.77
215.06
214.18
214.86
213.59
213.97
PROP LT DITCH
PI STA | EL | OFFSET
36+00.00 | 212.95 | 21.00'
37+00.00 | 212.00 | 19.80'
38+00.00 | 211.03 | 23.70'
PROP RT DITCH
PI STA | EL | OFFSET
36+00.00 | 213.54 | 21.10'
37+00.00 | 213.12 | 20.00'
37+75.00 | 212.80 | 26.22'
38+00.00 | 211.84 | 30.25'
LEGEND
(A) CONC PVMT (JOINTED-REINF) (8")
(B) D-GR HMA (QCQA) TY-C SAC-A PG70-22
(C) D-GR HMA (QCQA) TY-C PG 70-22
(D) PORT CEM TRT BASE (8")
(E) LIME TRT SUBGR (6")
(F) BLOCK SOD
(G) CONC SIDEWALK (5")
(H) OMITTED
(I) CURB RAMP (TY 5)
(J) EXIST ASP CONC PAV
(K) EXIST CONC PAV
DRIVEWAY NUMBER
PROP DIRECTION OF TRAFFIC
EXIST DIRECTION OF TRAFFIC
PROP DITCH
CURVE N HORIZ CURVE DATA
NOTES:
(1) FOR SUPERELEVATION INFO SEE "CROSS SLOPE DATA".
STATE OF TEXAS
KYLE A. BURTRAND
84575
LICENSED
PROFESSIONAL ENGINEER
7/16/08
0 20' 40'
SCALE: 1" = 40' (H)
1" = 4' (V)
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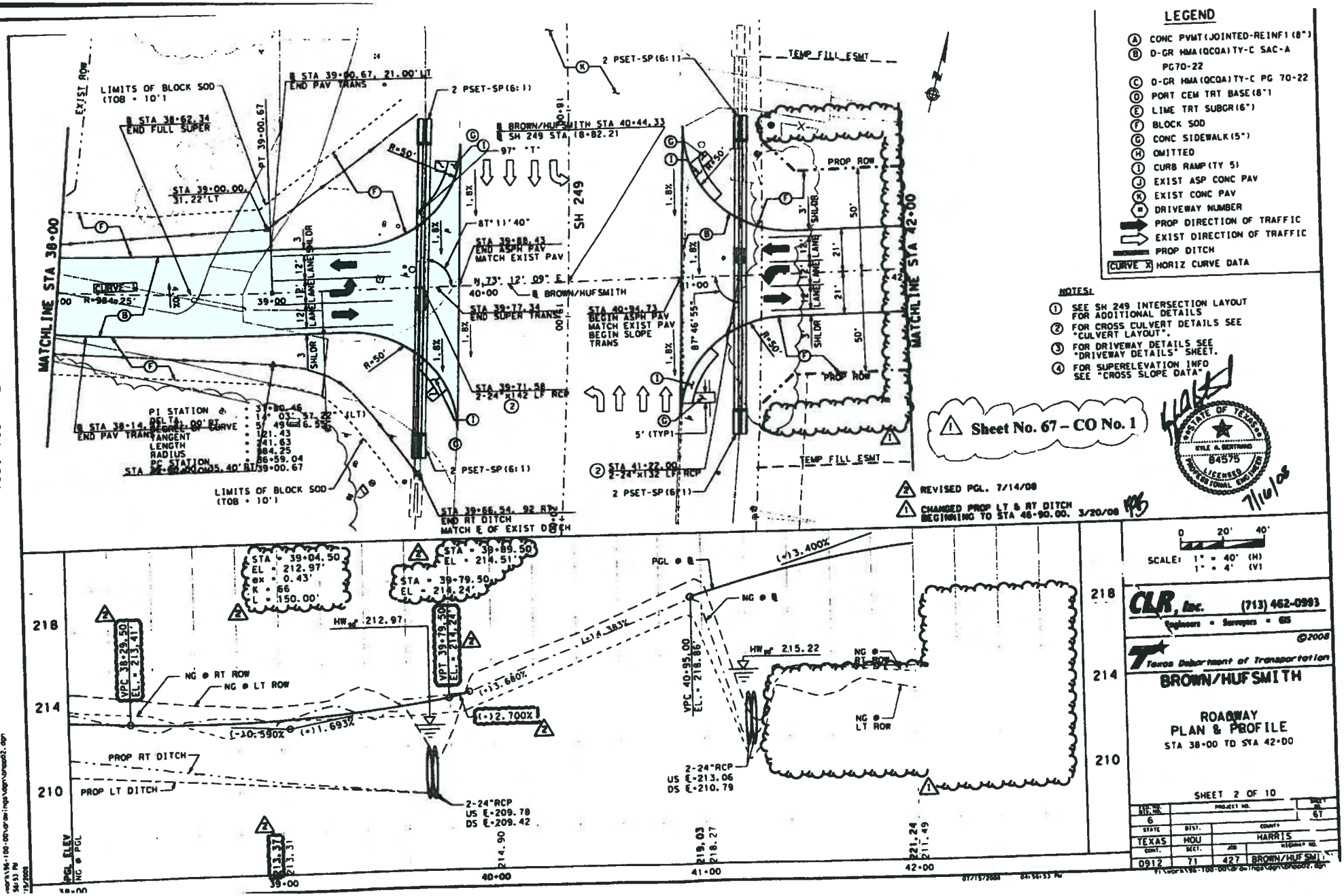
Texas Department of Transportation
BROWN/HUFSMITH
ROADWAY
PLAN & PROFILE
BEGIN PROJECT TO STA 38+00
SHEET 1 OF 10
DIST. 6
PROJECT NO.
SHEET NO. 66
STATE TEXAS
DIST. HOU
COUNTY HARRIS
CONT. 0912
SECT. 71
JOB 427
HIGHWAY NO. BROWN/HUFSMITH


LEGEND
(A) CONC PVMT (JOINTED-REINF) (8")
(B) D-GR HMA (QCQA) TY-C SAC-A PG70-22
(C) D-GR HMA (QCQA) TY-C PG 70-22
(D) PORT CEM TRT BASE (8")
(E) LIME TRT SUBGR (6")
(F) BLOCK SOD
(G) CONC SIDEWALK (5")
(H) OMITTED
(I) CURB RAMP (TY 5)
(J) EXIST ASP CONC PAV
(K) EXIST CONC PAV
DRIVEWAY NUMBER
PROP DIRECTION OF TRAFFIC
EXIST DIRECTION OF TRAFFIC
PROP DITCH
CURVE X HORIZ CURVE DATA
NOTES:
1 SEE SH 249 INTERSECTION LAYOUT FOR ADDITIONAL DETAILS
2 FOR CROSS CULVERT DETAILS SEE "CULVERT LAYOUT".
3 FOR DRIVEWAY DETAILS SEE "DRIVEWAY DETAILS" SHEET.
4 FOR SUPERELEVATION INFO SEE "CROSS SLOPE DATA"
Sheet No. 67 – CO No. 1
REVISED PGL. 7/14/08
CHANGED PROP LT & RT DITCH BEGINNING TO STA 46+90.00. 3/20/08
MATCHLINE STA 38+00
MATCHLINE STA 42+00
SH 249
LIMITS OF BLOCK SOD (TOB + 10')
STA 39+00.67, 21.00' LT END PAV TRANS
STA 38+62.34 END FULL SUPER
STA 39+00.00, 31.22' LT
BROWN/HUFSMITH STA 40+44.33
SH 249 STA 18+82.21
97° "T"
STA 39+88.43 END ASPH PAV MATCH EXIST PAV
N 73° 12' 09" E
40+00
BROWN/HUFSMITH
STA 39+77.34 END SUPER TRANS
STA 40+94.73 BEGIN ASPH PAV MATCH EXIST PAV BEGIN SLOPE TRANS
STA 39+71.58 2-24"x142 LF RCP
STA 41+22.00 2-24"x132 LF RCP
2 PSET-SP (6:1)
TEMP FILL ESMT
PROP ROW
5' (TYP)
STA 39+66.54, 92 RT END RT DITCH MATCH E OF EXIST DITCH
PI STATION
END PAV TRANS
TANGENT
LENGTH
RADIUS
PC STATION
CURVE 1
R=984.25'
STA 39+04.50 EL = 212.97' ex = 0.43' K = 66 L = 150.00'
STA 39+89.50 EL = 214.51'
STA 39+79.50 EL = 214.24'
VPC 38+29.50 EL = 213.41'
VPT 39+79.50 EL = 214.24'
VPC 40+95.00 EL = 216.86'
HW 212.97
HW 215.22
NG @ RT ROW
NG @ LT ROW
PGL @ ℄
(-)3.400%
(-)4.383%
(+)3.680%
(+)2.700%
(-)0.590%
(+)1.693%
PROP RT DITCH
PROP LT DITCH
2-24"RCP US E=209.78 DS E=209.42
2-24"RCP US E=213.06 DS E=210.79
PGL ELEV
NG @ PGL
SCALE: 1" = 40' (H) 1" = 4' (V)
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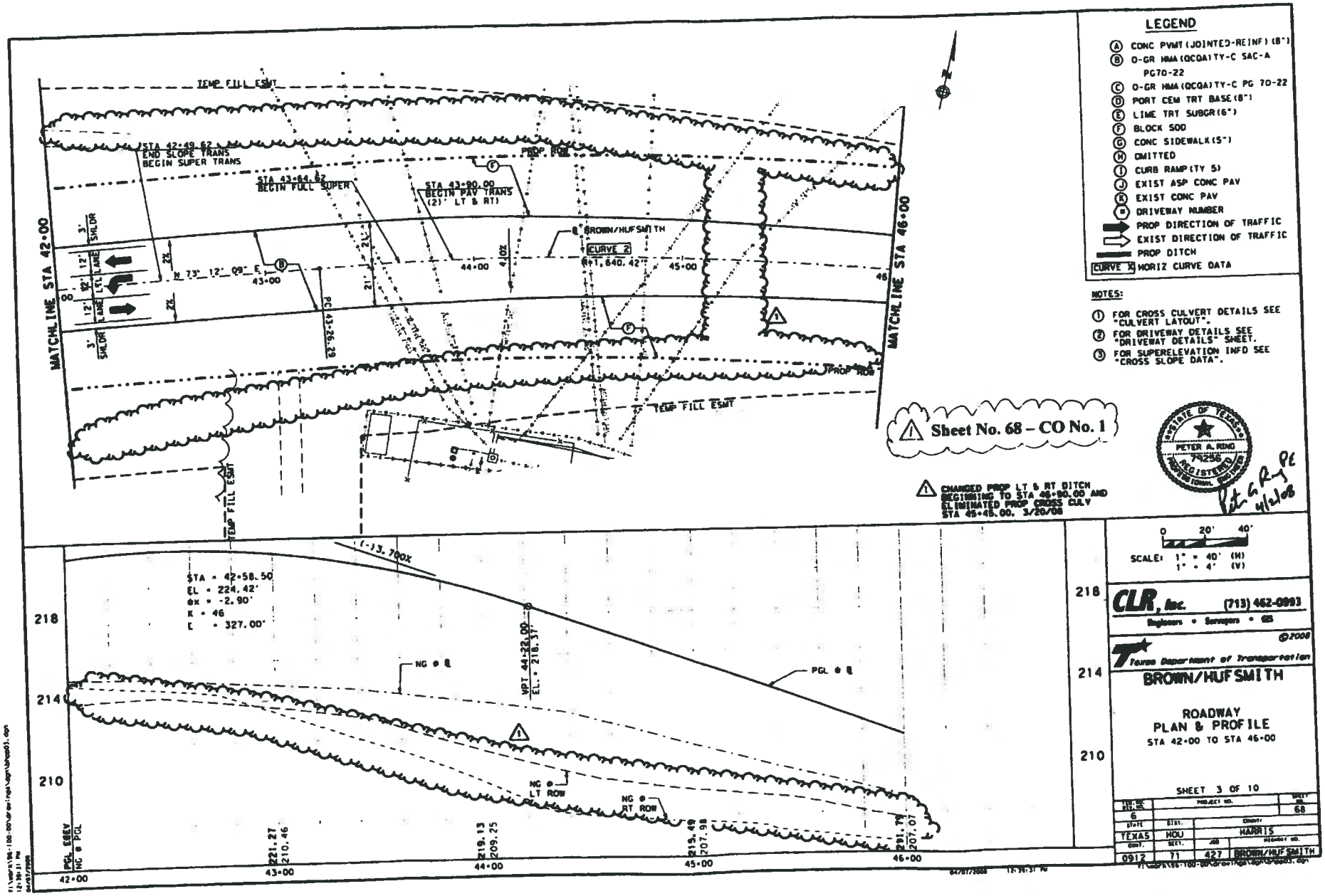
Texas Department of Transportation
BROWN/HUFSMITH
ROADWAY PLAN & PROFILE
STA 38+00 TO STA 42+00
SHEET 2 OF 10
STATE TEXAS
DIST. HOU
COUNTY HARRIS
CONT. 0912
SECT. 71
JOB 427
HIGHWAY NO. BROWN/HUFSMITH
STATE OF TEXAS
KYLE A. BERTRAND
84575
LICENSED PROFESSIONAL ENGINEER
7/16/08


LEGEND
A CONC PVMT (JOINTED-REINF) (8")
B D-GR HMA (QCQA) TY-C SAC-A PG70-22
C D-GR HMA (QCQA) TY-C PG 70-22
D PORT CEM TRT BASE (8")
E LIME TRT SUBGR (6")
F BLOCK SOD
G CONC SIDEWALK (5")
H OMITTED
I CURB RAMP (TY 5)
J EXIST ASP CONC PAV
K EXIST CONC PAV
DRIVEWAY NUMBER
PROP DIRECTION OF TRAFFIC
EXIST DIRECTION OF TRAFFIC
PROP DITCH
CURVE X HORIZ CURVE DATA
NOTES:
1 FOR CROSS CULVERT DETAILS SEE "CULVERT LAYOUT".
2 FOR DRIVEWAY DETAILS SEE "DRIVEWAY DETAILS" SHEET.
3 FOR SUPERELEVATION INFO SEE "CROSS SLOPE DATA".
Sheet No. 68 – CO No. 1
CHANGED PROP LT & RT DITCH BEGINNING TO STA 46+90.00 AND ELIMINATED PROP CROSS CULV STA 45+45.00. 3/20/08
STATE OF TEXAS
PETER A. RING
74256
REGISTERED PROFESSIONAL ENGINEER
SCALE: 1" = 40' (H)
1" = 4' (V)
CLR, Inc. (713) 462-0893
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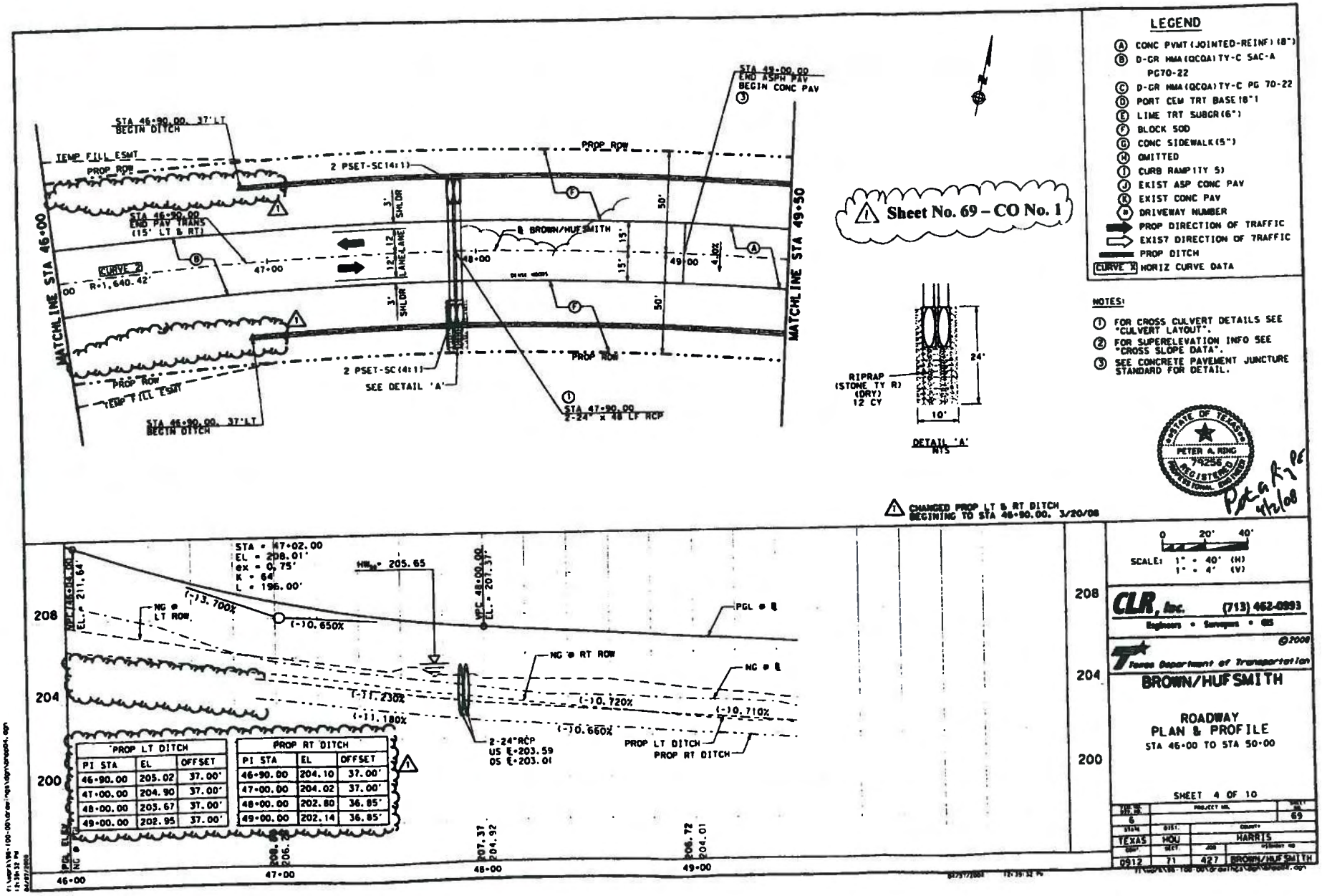
Texas Department of Transportation
BROWN/HUFSMITH
ROADWAY
PLAN & PROFILE
STA 42+00 TO STA 46+00
SHEET 3 OF 10
TEXAS HOU HARRIS
0912 71 427 BROWN/HUFSMITH
MATCHLINE STA 42+00
MATCHLINE STA 46+00
TEMP FILL ESMT
PROP ROW
STA 42+49.62
END SLOPE TRANS
BEGIN SUPER TRANS
STA 43+64.62
BEGIN FULL SUPER
STA 43+90.00
BEGIN PAV TRANS
(2' LT & RT)
BROWN/HUFSMITH
CURVE 2
R=1,640.42'
N 73° 12' 09" E
PCL 43+36.28
STA = 42+58.50
EL = 224.42'
ex = -2.90'
K = 46
L = 327.00'
(-13.700%)
NG @ ℄
VPT 44+22.00
EL. = 218.37'
PGL @ ℄
NG @ LT ROW
NG @ RT ROW
PGL, EGEV
NG @ PGL
221.27
210.46
219.13
209.25
215.49
207.98
291.79
207.07
42+00
43+00
44+00
45+00
46+00
218
214
210



PROP LT DITCH		
PI STA	EL	OFFSET
46+90.00	205.02	37.00'
47+00.00	204.90	37.00'
48+00.00	203.67	37.00'
49+00.00	202.95	37.00'

PROP RT DITCH		
PI STA	EL	OFFSET
46+90.00	204.10	37.00'
47+00.00	204.02	37.00'
48+00.00	202.80	36.85'
49+00.00	202.14	36.85'

LEGEND

- (A) CONC PVMT (JOINTED-REINF) (8")
- (B) D-GR HMA (QCQA) TY-C SAC-A PG70-22
- (C) D-GR HMA (QCQA) TY-C PG 70-22
- (D) PORT CEM TRT BASE (8")
- (E) LIME TRT SUBGR (6")
- (F) BLOCK SOD
- (G) CONC SIDEWALK (5")
- (H) OMITTED
- (I) CURB RAMP (TY 5)
- (J) EXIST ASP CONC PAV
- (K) EXIST CONC PAV
- (n) DRIVEWAY NUMBER
- PROP DIRECTION OF TRAFFIC
- EXIST DIRECTION OF TRAFFIC
- PROP DITCH
- CURVE X HORIZ CURVE DATA

NOTES:

1. FOR CROSS CULVERT DETAILS SEE "CULVERT LAYOUT".
2. FOR SUPERELEVATION INFO SEE "CROSS SLOPE DATA".
3. SEE CONCRETE PAVEMENT JUNCTURE STANDARD FOR DETAIL.

STATE OF TEXAS
PETER A. RING
76256
REGISTERED
PROFESSIONAL ENGINEER

Peter A Ring PE 4/1/08

SCALE: 1" = 40' (H)
1" = 4' (V)

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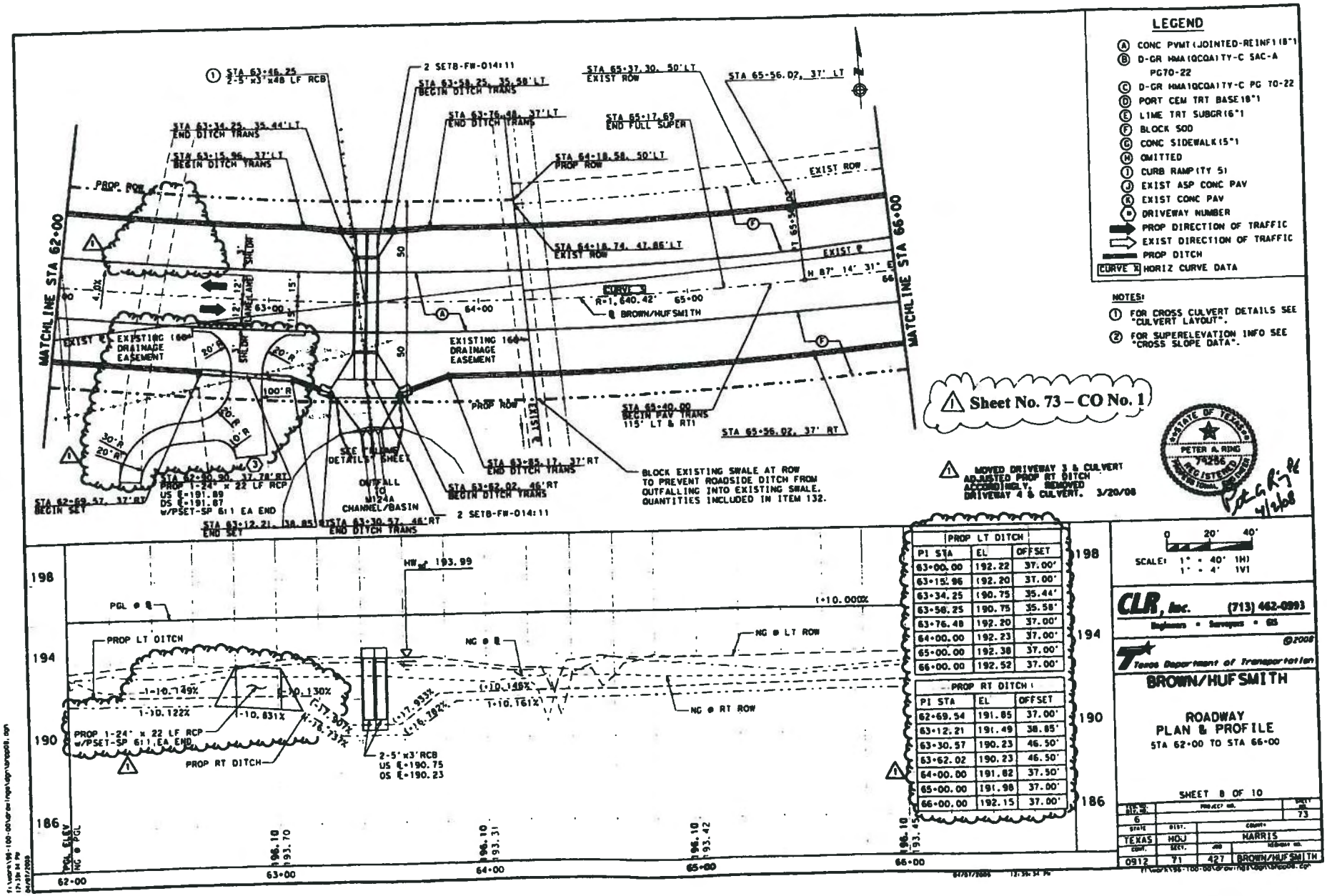
BROWN/HUFSMITH

ROADWAY
PLAN & PROFILE
STA 46+00 TO STA 50+00

SHEET 4 OF 10

STATE	DIST.	COUNTY	
TEXAS	HOU	HARRIS	
0912	71	427	BROWN/HUFSMITH


LEGEND
A CONC PVMT (JOINTED-REINF) (8")
B D-GR HMA (QCQA) TY-C SAC-A PG70-22
C D-GR HMA (QCQA) TY-C PG 70-22
D PORT CEM TRT BASE (8")
E LIME TRT SUBGR (6")
F BLOCK SOD
G CONC SIDEWALK (5")
H OMITTED
I CURB RAMP (TY 5)
J EXIST ASP CONC PAV
K EXIST CONC PAV
D DRIVEWAY NUMBER
PROP DIRECTION OF TRAFFIC
EXIST DIRECTION OF TRAFFIC
PROP DITCH
CURVE R HORIZ CURVE DATA
NOTES:
1 FOR CROSS CULVERT DETAILS SEE "CULVERT LAYOUT".
2 FOR SUPERELEVATION INFO SEE "CROSS SLOPE DATA".
Sheet No. 73 – CO No. 1
MOVED DRIVEWAY 3 & CULVERT ADJUSTED PROP RT DITCH ACCORDINGLY. REMOVED DRIVEWAY 4 & CULVERT. 3/20/08
BLOCK EXISTING SWALE AT ROW TO PREVENT ROADSIDE DITCH FROM OUTFALLING INTO EXISTING SWALE. QUANTITIES INCLUDED IN ITEM 132.
MATCHLINE STA 62+00
MATCHLINE STA 66+00
PROP ROW
EXIST ROW
EXIST ℄
EXISTING 160' DRAINAGE EASEMENT
CURVE 3
R=1,640.42' 65+00
℄ BROWN/HUFSMITH
STA 63+46.25 2-5'x3'x48 LF RCB
2 SETB-FW-014:11
STA 63+58.25, 35.58'LT BEGIN DITCH TRANS
STA 63+34.25, 35.44'LT END DITCH TRANS
STA 63+15.96, 37'LT BEGIN DITCH TRANS
STA 63+76.48, 37'LT END DITCH TRANS
STA 64+18.58, 50'LT PROP ROW
STA 64+18.74, 47.86'LT EXIST ROW
STA 65+37.30, 50'LT EXIST ROW
STA 65+17.69 END FULL SUPER
STA 65+56.02, 37' LT
STA 65+40.00 BEGIN PAV TRANS 115' LT & RT1
STA 65+56.02, 37' RT
STA 65+85.17, 37'RT END DITCH TRANS
STA 63+62.02, 46'RT BEGIN DITCH TRANS
STA 62+69.57, 37'RT BEGIN SET
STA 62+90.90, 37.78'RT PROP 1-24" x 22 LF RCP US E=191.89 DS E=191.87 w/PSET-SP 611 EA END
STA 63+12.21, 38.85'RT END SET
STA 63+30.57, 46'RT END DITCH TRANS
SEE CULVERT DETAILS SHEET
OUTFALL TO M124A CHANNEL/BASIN
2 SETB-FW-014:11
HW 193.99
PGL ℄
PROP LT DITCH
NG ℄
NG ℄ LT ROW
NG ℄ RT ROW
(-)10.749%
(-)10.122%
(-)10.831%
(-)10.130%
(-)17.933%
(-)16.792%
(-)17.907%
(-)16.733%
(-)10.148%
(-)10.161%
(-)10.000%
PROP 1-24" x 22 LF RCP w/PSET-SP 611 EA END
PROP RT DITCH
2-5'x3'RCB US E=190.75 DS E=190.23
PROP LT DITCH
PI STA | EL | OFFSET
63+00.00 | 192.22 | 37.00'
63+15.96 | 192.20 | 37.00'
63+34.25 | 190.75 | 35.44'
63+58.25 | 190.75 | 35.58'
63+76.48 | 192.20 | 37.00'
64+00.00 | 192.23 | 37.00'
65+00.00 | 192.38 | 37.00'
66+00.00 | 192.52 | 37.00'
PROP RT DITCH
PI STA | EL | OFFSET
62+69.54 | 191.85 | 37.00'
63+12.21 | 191.49 | 38.85'
63+30.57 | 190.23 | 46.50'
63+62.02 | 190.23 | 46.50'
64+00.00 | 191.82 | 37.50'
65+00.00 | 191.98 | 37.00'
66+00.00 | 192.15 | 37.00'
PGL ELEV NG ℄ PGL
196.10 193.70
196.10 193.31
196.10 193.42
196.10 193.45
62+00
63+00
64+00
65+00
66+00
198
194
190
186
STATE OF TEXAS
PETER A. RING
74256
REGISTERED
PROFESSIONAL ENGINEER
4/2/08
SCALE: 1" = 40' (H)
1" = 4' (V)
CLR, Inc. (713) 462-0993
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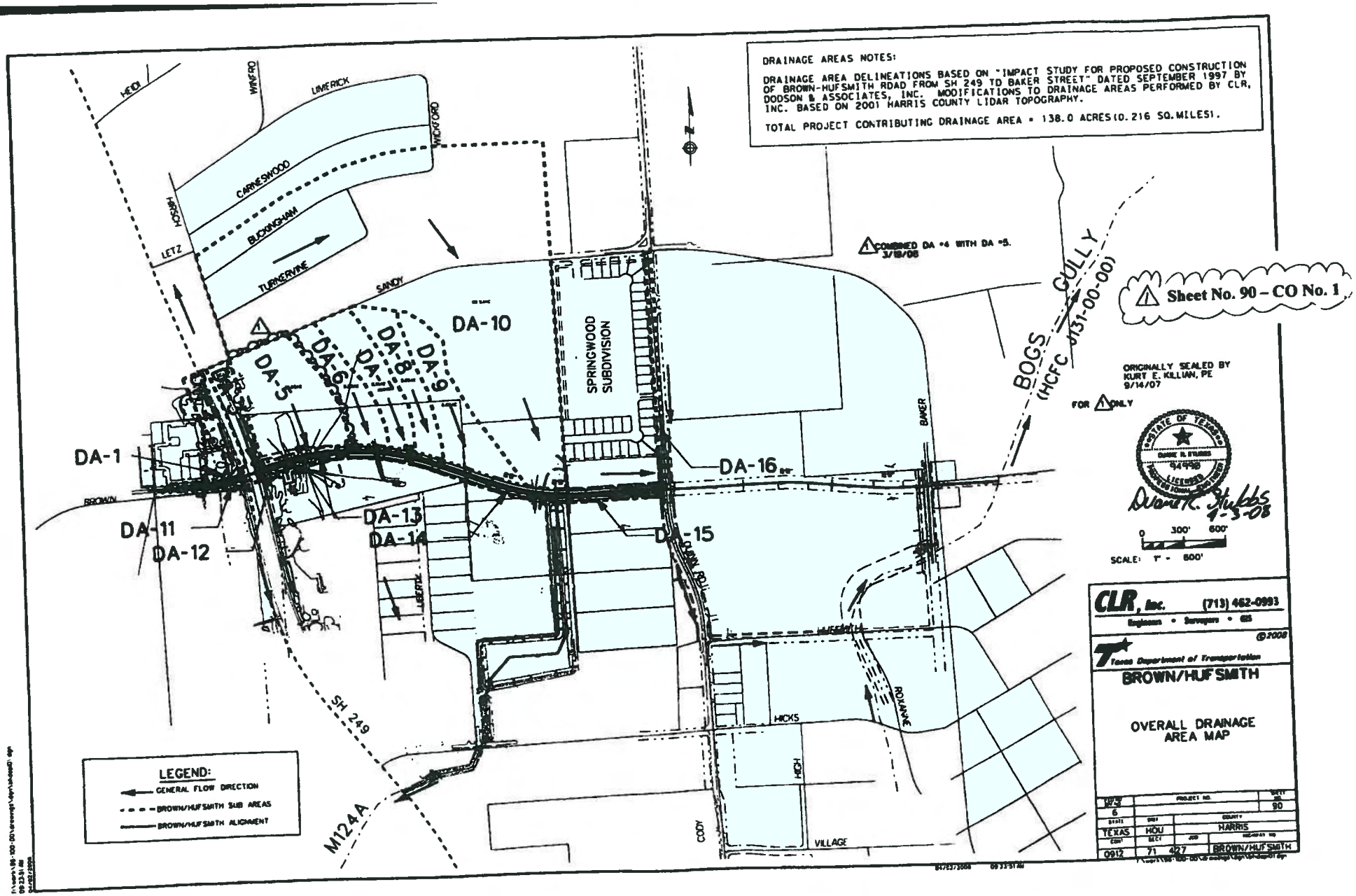
Texas Department of Transportation
BROWN/HUFSMITH
ROADWAY
PLAN & PROFILE
STA 62+00 TO STA 66+00
SHEET 8 OF 10
HIGHWAY NO. 6
PROJECT NO.
SHEET NO. 73
STATE TEXAS
DIST. HOU
COUNTY HARRIS
CONT. 0912
SECT. 71
JOB 427
HIGHWAY NO. BROWN/HUFSMITH


DRAINAGE AREAS NOTES:
DRAINAGE AREA DELINEATIONS BASED ON "IMPACT STUDY FOR PROPOSED CONSTRUCTION OF BROWN-HUFSMITH ROAD FROM SH 249 TO BAKER STREET" DATED SEPTEMBER 1997 BY DODSON & ASSOCIATES, INC. MODIFICATIONS TO DRAINAGE AREAS PERFORMED BY CLR, INC. BASED ON 2001 HARRIS COUNTY LIDAR TOPOGRAPHY.
TOTAL PROJECT CONTRIBUTING DRAINAGE AREA = 138.0 ACRES(0.216 SQ.MILES).
COMBINED DA #4 WITH DA #5. 3/18/08
Sheet No. 90 – CO No. 1
ORIGINALLY SEALED BY KURT E. KILLIAN, PE 9/14/07
FOR ONLY
STATE OF TEXAS
KURT E. KILLIAN
94498
LICENSED
PROFESSIONAL ENGINEER
4-3-08
0 300' 600'
SCALE: 1" = 600'
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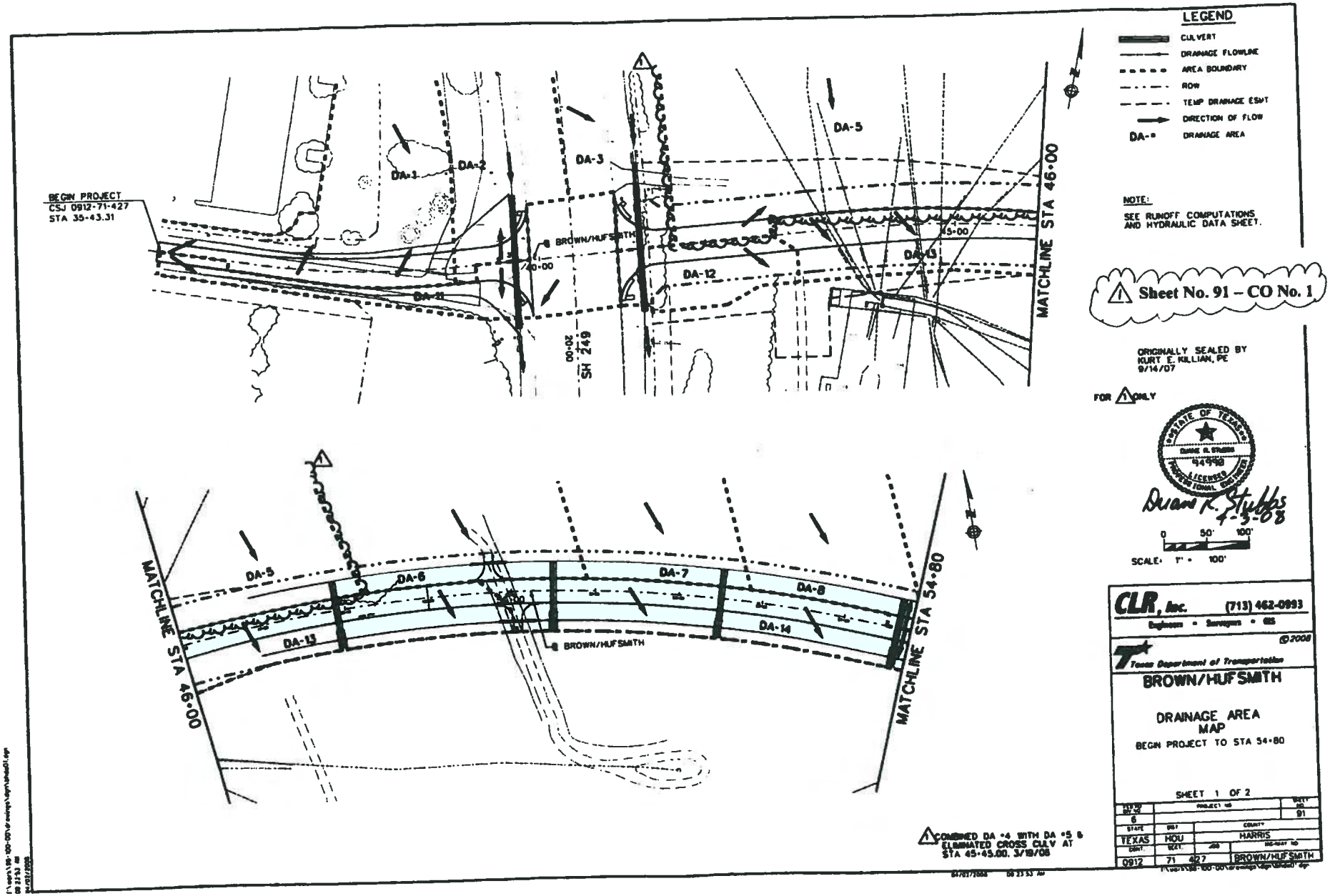
Texas Department of Transportation
BROWN/HUFSMITH
OVERALL DRAINAGE AREA MAP
6
90
TEXAS
HOU
HARRIS
0912
71 427
BROWN/HUFSMITH
DA-1
DA-5
DA-6
DA-7
DA-8
DA-9
DA-10
DA-11
DA-12
DA-13
DA-14
DA-15
DA-16
SPRINGWOOD SUBDIVISION
BOGS GULLY (HCFC U131-00-00)
BAKER
BROWN
SANDY
LIMERICK
WINFRO
WICKFORD
CARNESWOOD
BUCKINGHAM
TURNERVILLE
HERSCH
LETZ
HEDT
SH 249
M124A
HICKS
HIGH
CODY
VILLAGE
ROXANNE
LEETH
HUFSMITH
LEGEND:
GENERAL FLOW DIRECTION
BROWN/HUFSMITH SUB AREAS
BROWN/HUFSMITH ALIGNMENT


LEGEND
CULVERT
DRAINAGE FLOWLINE
AREA BOUNDARY
ROW
TEMP DRAINAGE ESMT
DIRECTION OF FLOW
DA-# DRAINAGE AREA
NOTE:
SEE RUNOFF COMPUTATIONS AND HYDRAULIC DATA SHEET.
Sheet No. 91 – CO No. 1
ORIGINALLY SEALED BY KURT E. KILLIAN, PE 9/14/07
FOR ⚠ ONLY
STATE OF TEXAS
DUANE R. STUBBS
94998
LICENSED
PROFESSIONAL ENGINEER
Duane R. Stubbs 4-3-08
0 50' 100'
SCALE: 1" = 100'
BEGIN PROJECT
CSJ 0912-71-427
STA 35+43.31
DA-1
DA-2
DA-3
DA-5
DA-11
DA-12
DA-13
BROWN/HUFSMITH
40+00
45+00
20+00
SH 249
MATCHLINE STA 46+00
DA-5
DA-6
DA-7
DA-8
DA-13
DA-14
BROWN/HUFSMITH
MATCHLINE STA 46+00
MATCHLINE STA 54+80
⚠ COMBINED DA #4 WITH DA #5 & ELIMINATED CROSS CULV AT STA 45+45.00. 3/19/08
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Texas Department of Transportation
BROWN/HUFSMITH
DRAINAGE AREA MAP
BEGIN PROJECT TO STA 54+80
SHEET 1 OF 2
6
91
TEXAS
HOU
HARRIS
0912
71
427
BROWN/HUFSMITH

METHOD OF HYDROLOGY:
TXDOT RATIONAL METHOD-HARRIS COUNTY

METHOD OF HYDRAULICS:
TEXAS HYDRAULICS SYSTEM CULVERT DESIGN-TXDOT

DRAINAGE AREA	A (AC)	C Pavt 0.90	C Devt 0.65	C Undevt 0.35	C Weighted	Travel Length (FT)	Travel Velocity (FPS)	Tc Actual (MIN)	Tc Used (MIN)	I 5 (IN/HR)	Q 5 (CFS)	I 100 (IN/HR)	Q 100 (CFS)	I 100 (IN/HR)	Q 100 (CFS)
1	1.51	0.28	0.00	1.23	0.45	530	1.0	8.8	10.0	8.1	5.6	11.2	9.2	11.9	10.1
2	3.30	1.26	2.04	0.00	0.75	785	1.0	13.1	13.1	7.2	17.7	10.0	29.5	10.6	32.6
3	2.87	1.36	1.51	0.00	0.77	793	1.0	13.2	13.2	7.2	15.6	9.9	26.3	10.6	29.1
5	12.68	0.06	0.00	12.22	0.35	1950	1.0	32.5	32.5	4.4	19.1	6.2	26.8	6.7	29.0
6	5.83	0.00	0.00	5.83	0.35	1120	1.0	18.7	18.7	6.0	12.3	8.4	20.6	9.0	22.9
7	6.15	0.00	0.00	6.15	0.35	1224	1.0	20.4	20.4	5.8	12.4	8.0	20.7	8.6	23.1
8	5.66	0.02	0.00	5.64	0.35	1438	1.0	24.0	24.0	5.3	10.5	7.4	17.6	7.9	19.7
9	8.98	0.35	0.00	8.63	0.37	1738	1.0	29.0	29.0	4.7	15.7	6.6	26.5	7.1	29.7
10	86.53	0.52	22.41	63.60	0.43	5500	1.0	91.7	91.7	2.2	83.3	3.2	143.2	3.5	164.8
11	0.68	0.41	0.27	0.00	0.80	440	1.0	7.3	10.0	8.1	4.4	11.2	7.3	11.9	8.1
12	0.35	0.12	0.23	0.00	0.74	170	1.0	2.8	10.0	8.1	2.1	11.2	3.5	11.9	3.8
13	1.14	0.56	0.58	0.00	0.77	710	1.0	11.8	11.8	7.6	6.7	10.5	11.1	11.1	12.2
14	1.46	0.46	1.00	0.00	0.73	1268	1.0	21.1	21.1	5.6	6.0	7.9	10.1	8.4	11.2
15	0.85	0.22	0.63	0.00	0.72	723	1.0	12.1	12.1	7.5	4.6	10.4	7.8	11.0	8.4
16	1.70	0.77	0.94	0.00	0.76	1816	1.0	30.3	30.3	4.6	6.0	6.4	10.0	7.0	11.3

NOTE: C-Value Multiplier of 1.2 & 1.25 used for 50-Year and 100-Year Flow Calculations

CULVERT STATION	CULVERT DESCRIPTION	DRAINAGE AREA ID	DRAINAGE AREA (AC)	ROADWAY ELEV (FT)	DESIGN FREQUENCY (50-YEAR) Q 50 (CFS)	V 50 (FPS)	T 50 (FT)	H 50 (FT)	CHECK FREQUENCY (100-YEAR) Q 100 (CFS)	V 100 (FPS)	T 100 (FT)	H 100 (FT)
39+71.58	PROPOSED 2-24" X 142' RCP W/ 2 PSET-SC (6:1) LT & RT	1&2	4.81	214.3	38.7	7.3	210.77	212.97	42.7	7.7	210.82	213.40
41+22.00	PROPOSED 2-24" X 132' RCP W/ 2 PSET-SC (6:1) LT & RT	3	2.87	219.6	26.3	4.2	214.07	215.22	29.1	4.5	214.16	215.37
	PROPOSED 2-24" X 78' RCP W/ 2 PSET-SC (4:1) LT & RT											
47+90.00	PROPOSED 2-24" X 48' RCP W/ 2 PSET-SC (4:1) LT & RT	5	12.68	207.5	26.8	8.1	203.98	205.65	29.0	8.3	204.01	205.78
50+50.00	PROPOSED 2-24" X 50' RCP W/ 2 PSET-SC (4:1) LT & RT	6	5.83	205.8	20.6	7.2	202.10	203.64	22.9	7.4	202.15	203.78
52+50.00	PROPOSED 2-24" X 48' RCP W/ 2 PSET-SC (4:1) LT & RT	7	6.15	204.5	20.7	6.9	200.78	202.22	23.1	7.1	200.83	202.35
54+65.00	PROPOSED 2-24" X 48' RCP W/ 2 PSET-SC (4:1) LT & RT	8	5.66	202.1	17.6	6.4	198.54	199.84	19.7	6.6	198.58	199.96
56+90.00	PROPOSED 2-24" X 48' RCP W/ 2 PSET-SC (4:1) LT & RT	9	8.98	199.3	26.5	6.9	196.15	197.74	29.7	7.0	196.20	197.91
63+46.25	PROPOSED 2- 5' X 3' RCB W/ 2 SETB-FW-0 (4:1) LT & RT	10	86.53	196.1	143.2	10.1	190.96	193.99	164.8	10.5	191.02	194.31
71+15.63	PROPOSED 24" X 84' RCP W/ PSET-SP (6:1) LT & RT	16	1.70	194.3	10.0	6.2	191.28	192.78	11.3	6.4	191.32	192.92

Sheet No. 93 – CO No. 1

ELIMINATED DA #4 & RE-CALCULATED RUNOFF DATA FOR DA #5. 3/18/08

ORIGINALLY SEALED BY
KURT E. KILLIAN, PE
10/4/07

FOR ONLY

STATE OF TEXAS
DUANE R. STUBBS
94459
LICENSED
PROFESSIONAL ENGINEER

Duane R. Stubbs
4-3-08

CLR, Inc. (713) 462-0993
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Texas Department of Transportation

BROWN/HUFSMITH

RUNOFF COMPUTATIONS & HYDRAULIC DATA SHEET

REVISION NO.	PROJECT NO	SHEET NO.
6		93

STATE	DIST	COUNTY
TEXAS	HOU	HARRIS

DIST	SECT	JOB	HIGHWAY NO
0912	71	427	BROWN/HUFSMITH

Culvert Analysis Report Sta 45+45.00

Culvert Summary

Name	Description	Discharge	HW Elev.	Velocity
50-YR	2-24 inch Circular	24.80 cfs	208.86 ft	7.71 ft/s
100-YR	2-24 inch Circular	27.80 cfs	209.00 ft	7.80 ft/s
Weir	Not Considered	N/A	N/A	N/A

Tailwater Conditions

Discharge (cfs)	TW Elev. (ft)
24.80	208.82
27.80	208.86

Peak Discharge

Design Discharge 50-Year (cfs)	Check Discharge 100-Year (cfs)
24.80	27.80

Grades

Upstream Invert	208.77 ft	Downstream Invert	208.69 ft
Length	78.00 ft	Constructed Slope	0.010000 ft/ft

Section

Section Shape	Circular	Mannings Coefficient	0.012
Section Material	Concrete	Span	2.00 ft
Section Size	24 inch	Rise	2.00 ft
Number Sections	2		

Culvert Summary - 50YR

Computed Headwater Elevation	208.86 ft	Discharge	24.80 cfs
Inlet Control HW Elev.	208.73 ft	Tailwater Elevation	208.82 ft
Outlet Control HW Elev.	208.86 ft	Control Type	Entrance Control
Headwater Depth/Height	1.04		

Hydraulic Profile

Profile	S2	Depth, Downstream	1.02 ft
Slope Type	Steep	Normal Depth	1.01 ft
Flow Regime	Supercritical	Critical Depth	1.27 ft
Velocity Downstream	7.71 ft/s	Critical Slope	0.004839 ft/ft

Outlet Control Properties

Outlet Control HW Elev.	208.86 ft	Upstream Vel. Head	0.55 ft
Ke	0.50	Entrance Loss	0.27 ft

Inlet Control Properties

Inlet Control HW Elev.	208.73 ft	Flow Control	Unsubmerged
Inlet Type	Square edge w/headwall	Area Full	6.3 ft²¾
K	0.00980	HDS 5 Chart	1
M	2.00000	HDS 5 Scale	1
C	0.03980	Equation Form	1
Y	0.67000		

Culvert Summary - 100YR

Computed Headwater Elevation	209.00 ft	Discharge	27.80 cfs
Inlet Control HW Elev.	208.86 ft	Tailwater Elevation	208.86 ft
Outlet Control HW Elev.	209.00 ft	Control Type	Entrance Control
Headwater Depth/Height	1.11		

Hydraulic Profile

Profile	S2	Depth, Downstream	1.09 ft
Slope Type	Steep	Normal Depth	1.07 ft
Flow Regime	Supercritical	Critical Depth	1.37 ft
Velocity Downstream	7.80 ft/s	Critical Slope	0.005114 ft/ft

Outlet Control Properties

Outlet Control HW Elev.	209.00 ft	Upstream Vel. Head	0.56 ft
Ke	0.50	Entrance Loss	0.30 ft

Inlet Control Properties

Inlet Control HW Elev.	208.86 ft	Flow Control	Unsubmerged
Inlet Type	Square edge w/headwall	Area Full	6.3 ft²¾
K	0.00980	HDS 5 Chart	1
M	2.00000	HDS 5 Scale	1
C	0.03980	Equation Form	1
Y	0.67000		

Culvert Analysis Report Sta 47+90.00

Culvert Summary

Name	Description	Discharge	HW Elev.	Velocity
50-YR	2-24 inch Circular	24.80 cfs	205.65 ft	8.14 ft/s
100-YR	2-24 inch Circular	29.00 cfs	205.78 ft	8.26 ft/s
Weir	Not Considered	N/A	N/A	N/A

Tailwater Conditions

Discharge (cfs)	TW Elev. (ft)
24.80	203.98
29.00	204.01

Peak Discharge

Design Discharge 50-Year (cfs)	Check Discharge 100-Year (cfs)
24.80	29.00

Grades

Upstream Invert	203.59 ft	Downstream Invert	203.01 ft
Length	48.00 ft	Constructed Slope	0.010083 ft/ft

Section

Section Shape	Circular	Mannings Coefficient	0.012
Section Material	Concrete	Span	2.00 ft
Section Size	24 inch	Rise	2.00 ft
Number Sections	2		

Culvert Summary - 50YR

Computed Headwater Elevation	205.65 ft	Discharge	24.80 cfs
Inlet Control HW Elev.	205.51 ft	Tailwater Elevation	203.98 ft
Outlet Control HW Elev.	205.65 ft	Control Type	Entrance Control
Headwater Depth/Height	2.08 ft		

Hydraulic Profile

Profile	S2	Depth, Downstream	1.04 ft
Slope Type	Steep	Normal Depth	1.00 ft
Flow Regime	Supercritical	Critical Depth	1.32 ft
Velocity Downstream	8.14 ft/s	Critical Slope	0.005520 ft/ft

Outlet Control Properties

Outlet Control HW Elev.	205.65 ft	Upstream Vel. Head	0.48 ft
Ke	0.50	Entrance Loss	0.26 ft

Inlet Control Properties

Inlet Control HW Elev.	205.51 ft	Flow Control	N/A
Inlet Type	Square edge w/headwall	Area Full	6.3 ft²¾
K	0.00980	HDS 5 Chart	1
M	2.00000	HDS 5 Scale	1
C	0.03980	Equation Form	1
Y	0.67000		

Culvert Summary - 100YR

Computed Headwater Elevation	205.78 ft	Discharge	29.00 cfs
Inlet Control HW Elev.	205.65 ft	Tailwater Elevation	204.01 ft
Outlet Control HW Elev.	205.78 ft	Control Type	Entrance Control
Headwater Depth/Height	2.19 ft		

Hydraulic Profile

Profile	S2	Depth, Downstream	1.09 ft
Slope Type	Steep	Normal Depth	1.05 ft
Flow Regime	Supercritical	Critical Depth	1.37 ft
Velocity Downstream	8.26 ft/s	Critical Slope	0.005270 ft/ft

Outlet Control Properties

Outlet Control HW Elev.	205.74 ft	Upstream Vel. Head	0.50 ft
Ke	0.50	Entrance Loss	0.28 ft

Inlet Control Properties

Inlet Control HW Elev.	205.65 ft	Flow Control	Unsubmerged
Inlet Type	Square edge w/headwall	Area Full	6.3 ft²¾
K	0.00980	HDS 5 Chart	1
M	2.00000	HDS 5 Scale	1
C	0.03980	Equation Form	1
Y	0.67000		

Sheet No. 95 – CO No. 1

ELIMINATED CROSS CULV STA 45+45.00
RE-CALCULATED HYDRAULIC DATA FOR
CROSS CULV STA 47+90.00. 3/18.08

ORIGINALLY SEALED BY
KURT E. KILLIAN, PE
10/4/07

FOR ONLY

STATE OF TEXAS
DUANE R. STUBBS
54498
LICENSED
PROFESSIONAL ENGINEER

Duane R. Stubbs
4-3-08

CLR, Inc. (713) 462-0893
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Texas Department of Transportation

BROWN/HUFSMITH

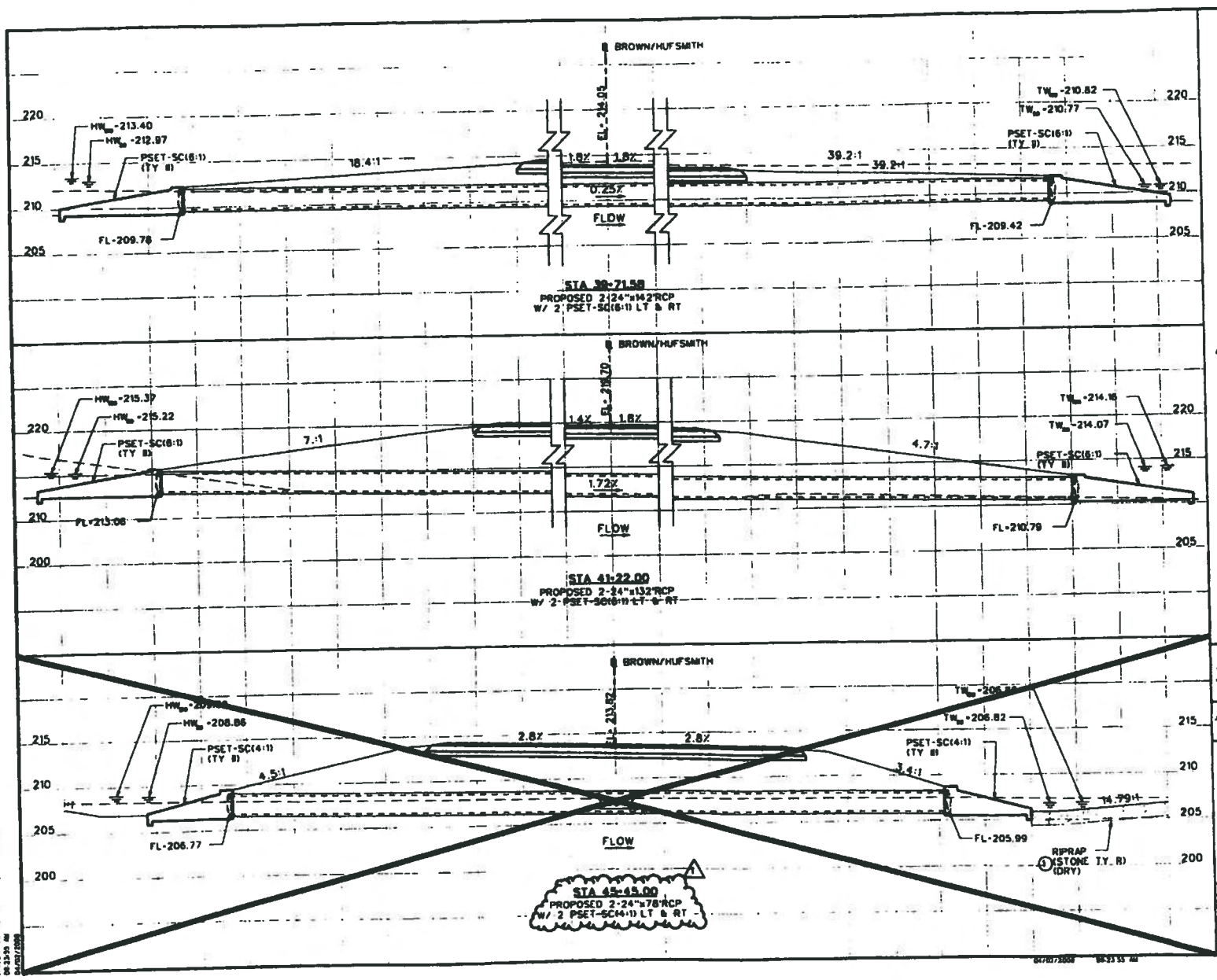
HYDRAULIC COMPUTATIONS

SHEET 2 OF 5

HIGHWAY OR NO.	PROJECT NO	SHEET NO.
6		95

STATE	DIST	COUNTY
TEXAS	HOU	HARRIS

CONT.	SECT.	JOB	HIGHWAY NO.
0912	71	427	BROWN/HUFSMITH



NOTE:

1 SEE DETAIL 'A' ON ROADWAY PLAN & PROFILE SHEETS FOR ADDITIONAL DETAILS OF RIPRAP.

Sheet No. 99 – CO No. 1

1 ELIMINATED CROSS CULV AT STA 45+45.00. 3/19/08

ORIGINALLY SEALED BY KURT E. KILLIAN, PE 10/4/07

FOR 1 ONLY

STATE OF TEXAS
GARY A. STUBBS
94998
LICENSED
PROFESSIONAL ENGINEER

Gary A. Stubbs 4-3-08

0 5' 10'

SCALE: 1" = 10' (H)
1" = 10' (V)

CLR, Inc. (713) 462-0993
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Texas Department of Transportation

BROWN/HUFSMITH

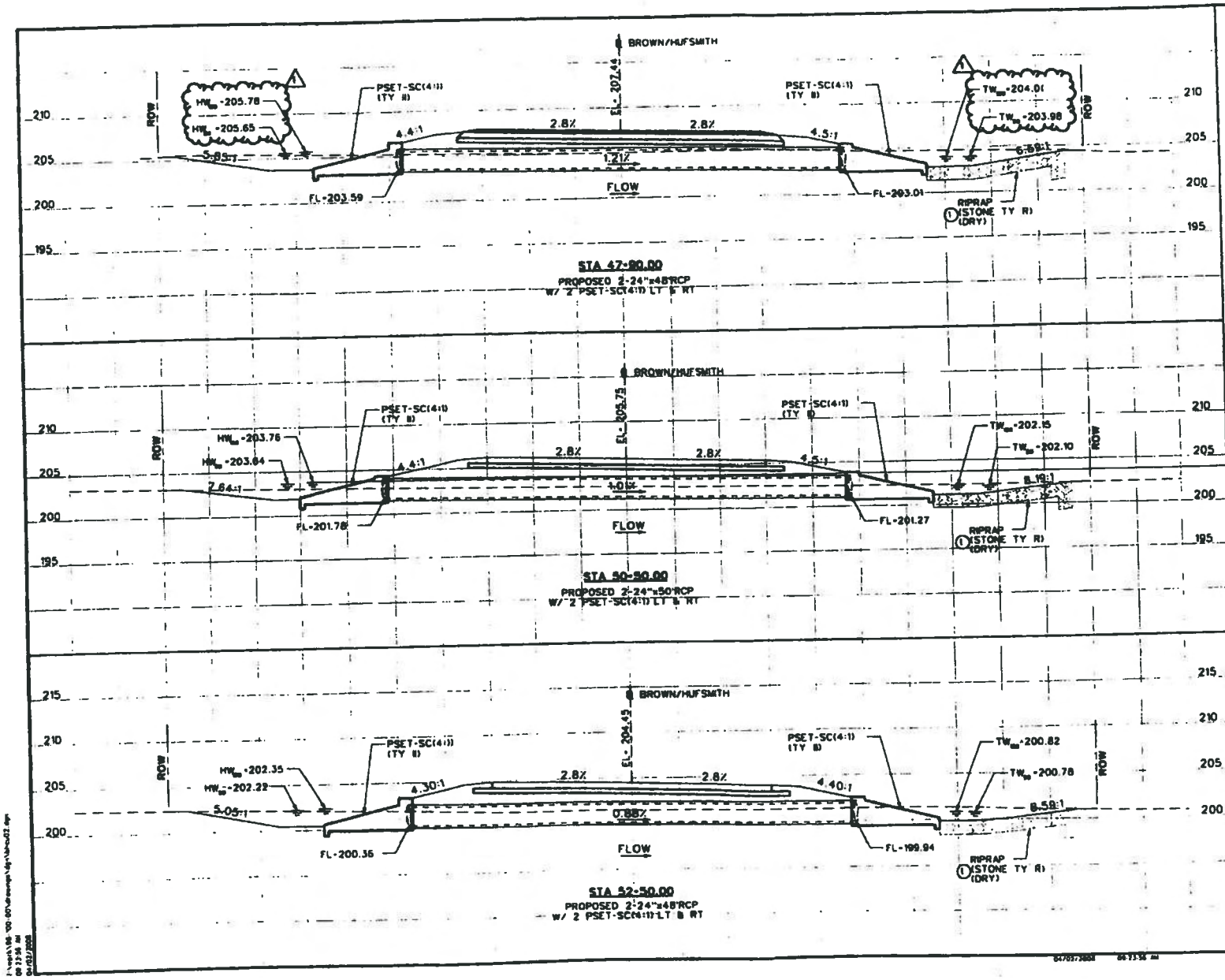
CULVERT LAYOUT

SHEET 1 OF 4

STATE DISTRICT	PROJECT NO	SHEET NO
6		99

STATE	DIST	COUNTY
TEXAS	HOU	HARRIS

CONT	SECT	JOB	HIGHWAY NO
0912	71	427	BROWN/HUFSMITH



NOTE:

1. SEE DETAIL 'A' ON ROADWAY PLAN & PROFILE SHEETS FOR ADDITIONAL DETAILS OF RIPRAP.

Sheet No. 100 – CO No. 1

1 ADJUSTED HW & TW ELEVATIONS FOR CROSS CULV AT STA 47+90.00. 3/18/08

ORIGINALLY SEALED BY KURT E. KILLIAN, PE 10/4/07

FOR 1 ONLY

STATE OF TEXAS
DUANE A. STUBBS
94998
LICENSED
PROFESSIONAL ENGINEER

Duane A. Stubbs 4-3-08

SCALE: 1" = 10' (H) 1" = 10' (V)

0 5' 10'

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BROWN/HUFSMITH

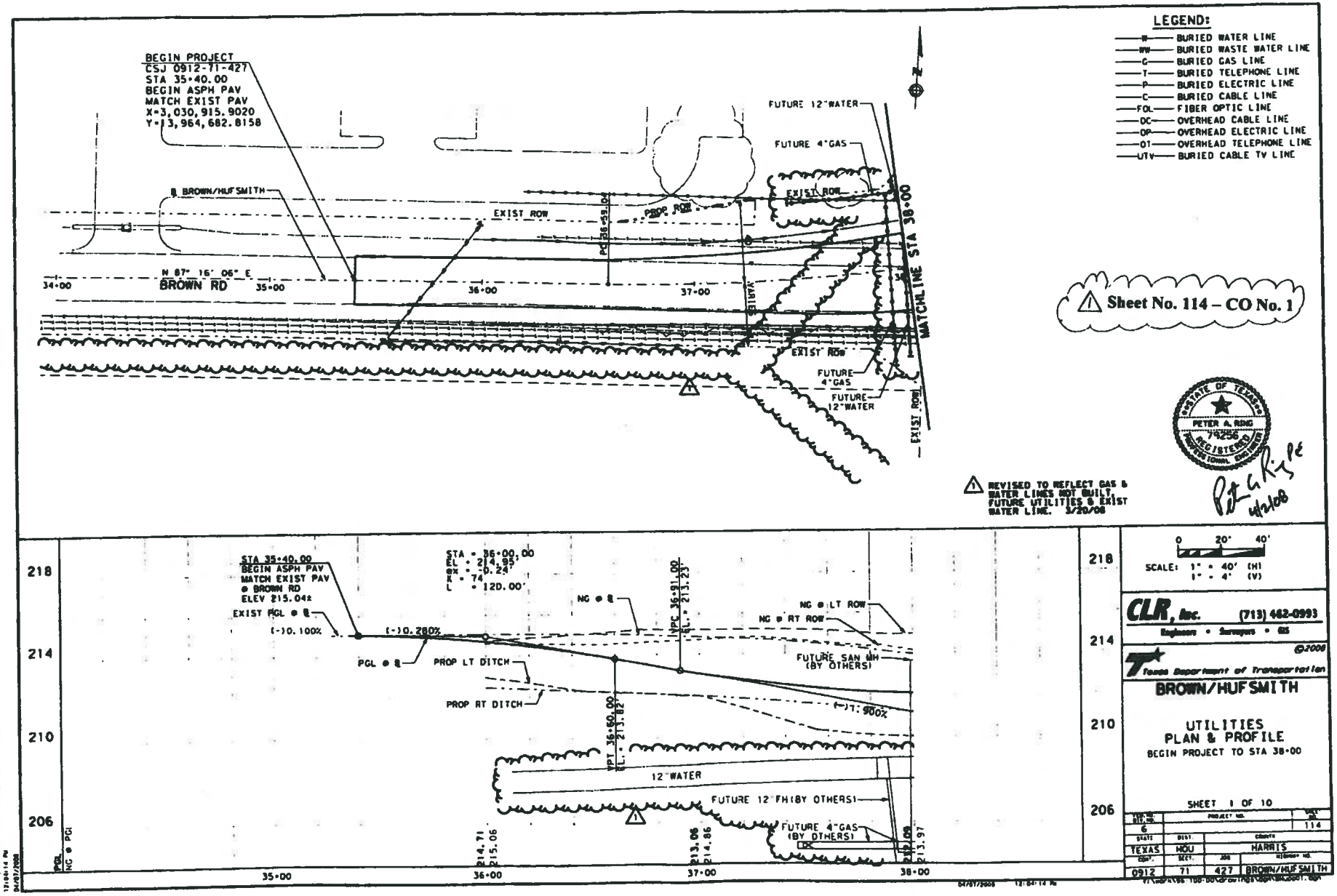
CULVERT LAYOUT

SHEET 2 OF 4

FEDERAL AID NO.	PROJECT NO	SHEET NO.
6		100

STATE	DIST	COUNTY
TEXAS	HOU	HARRIS

CONT	SECT	JOB	HIGHWAY NO
0912	71	427	BROWN/HUFSMITH


BEGIN PROJECT
CSJ 0912-71-427
STA 35+40.00
BEGIN ASPH PAV
MATCH EXIST PAV
X=3,030,915.9020
Y=13,964,682.8158
LEGEND:
BURIED WATER LINE
BURIED WASTE WATER LINE
BURIED GAS LINE
BURIED TELEPHONE LINE
BURIED ELECTRIC LINE
BURIED CABLE LINE
FIBER OPTIC LINE
OVERHEAD CABLE LINE
OVERHEAD ELECTRIC LINE
OVERHEAD TELEPHONE LINE
BURIED CABLE TV LINE
FUTURE 12"WATER
FUTURE 4"GAS
EXIST ROW
PROP ROW
℄ BROWN/HUFSMITH
N 87° 16' 06" E
BROWN RD
34+00
35+00
36+00
37+00
38+00
MATCHLINE STA 38+00
Sheet No. 114 – CO No. 1
REVISED TO REFLECT GAS & WATER LINES NOT BUILT, FUTURE UTILITIES & EXIST WATER LINE. 5/20/08
STATE OF TEXAS
PETER A. RING
74256
REGISTERED
PROFESSIONAL ENGINEER
STA 35+40.00
BEGIN ASPH PAV
MATCH EXIST PAV
@ BROWN RD
ELEV 215.04±
EXIST PGL @ ℄
(-)0.100%
(-)0.280%
PGL @ ℄
PROP LT DITCH
PROP RT DITCH
STA = 36+00.00
EL = 214.95'
@X = -0.24'
N = 74
L = 120.00'
NG @ ℄
PVC 36+91.00
EL. = 213.23'
NG @ LT ROW
NG @ RT ROW
FUTURE SAN MH (BY OTHERS)
(-)1.900%
PVT 36+60.00
EL. = 213.82'
12"WATER
FUTURE 12"FM(BY OTHERS)
FUTURE 4"GAS (BY OTHERS)
PGL
NG @ PGL
214.71
215.06
213.06
214.86
213.97
218
214
210
206
SCALE: 1" = 40' (H)
1" = 4' (V)
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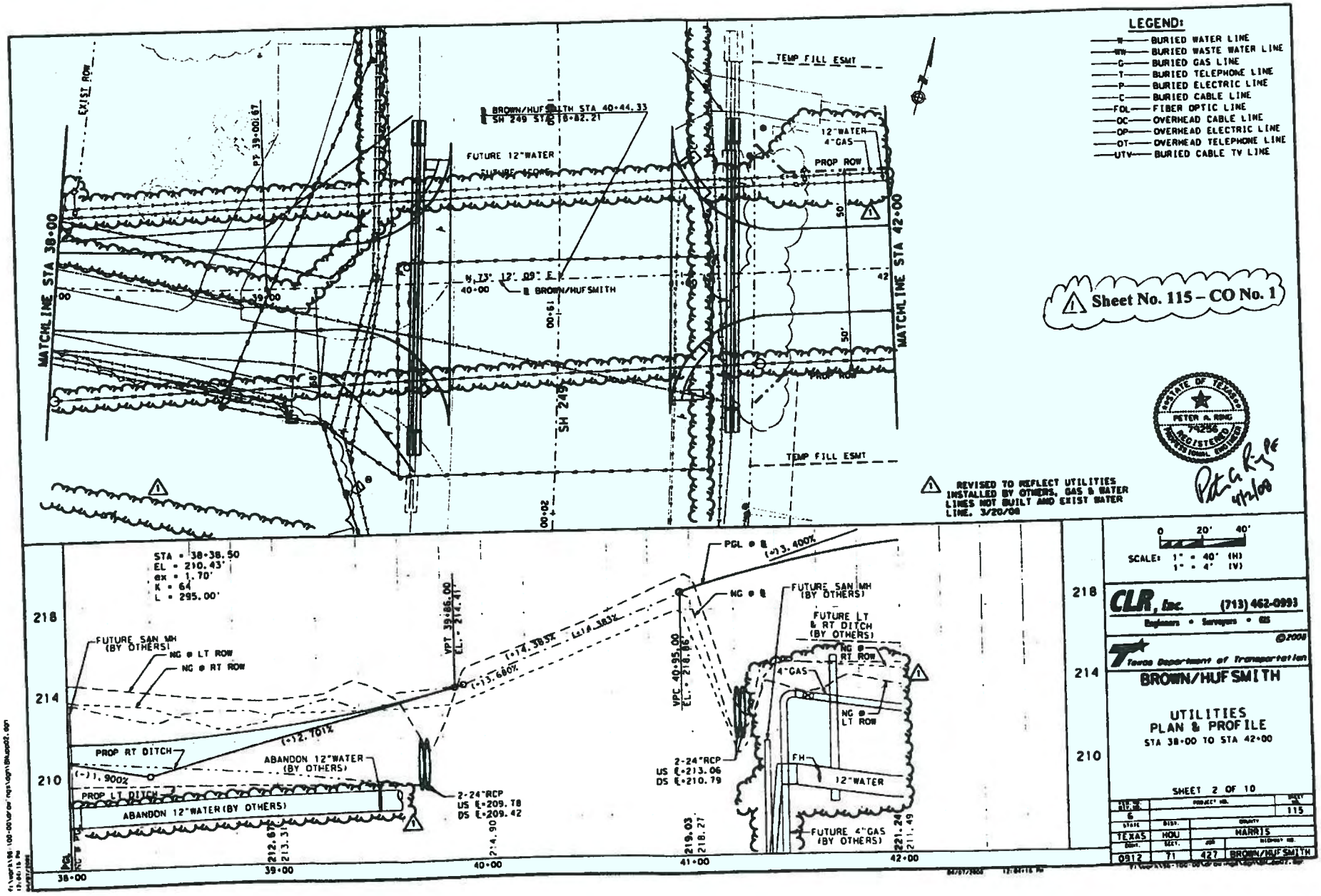
Texas Department of Transportation
BROWN/HUFSMITH
UTILITIES
PLAN & PROFILE
BEGIN PROJECT TO STA 38+00
SHEET 1 OF 10
6
114
TEXAS
HOU
HARRIS
0912
71
427
BROWN/HUFSMITH


LEGEND:
BURIED WATER LINE
BURIED WASTE WATER LINE
BURIED GAS LINE
BURIED TELEPHONE LINE
BURIED ELECTRIC LINE
BURIED CABLE LINE
FIBER OPTIC LINE
OVERHEAD CABLE LINE
OVERHEAD ELECTRIC LINE
OVERHEAD TELEPHONE LINE
BURIED CABLE TV LINE
MATCHLINE STA 38+00
MATCHLINE STA 42+00
EXIST ROW
PT 39+00.67
BROWN/HUFSMITH STA 40+44.33
SH 249 STA 18+82.21
FUTURE 12"WATER
FUTURE 4"GAS
TEMP FILL ESMT
12"WATER
4"GAS
PROP ROW
N 73° 12' 09" E
40+00
BROWN/HUFSMITH
SH 249
Sheet No. 115 – CO No. 1
REVISED TO REFLECT UTILITIES INSTALLED BY OTHERS, GAS & WATER LINES NOT BUILT AND EXIST WATER LINE. 3/20/08
STATE OF TEXAS
PETER A. RING
74256
REGISTERED
PROFESSIONAL ENGINEER
STA = 38+38.50
EL = 210.43'
ex = 1.70'
K = 64
L = 295.00'
FUTURE SAN MH (BY OTHERS)
NG @ LT ROW
NG @ RT ROW
PROP RT DITCH
PROP LT DITCH
ABANDON 12"WATER (BY OTHERS)
(-)1.900%
(+)12.701%
(+)13.680%
(+)14.383%
VPT 39+86.00
EL = 214.41'
2-24"RCP
US E=209.78
DS E=209.42
PGL @ ℄
(+)3.400%
NG @ ℄
VPC 40+35.00
EL = 216.86'
2-24"RCP
US E=213.06
DS E=210.79
FUTURE SAN MH (BY OTHERS)
FUTURE LT & RT DITCH (BY OTHERS)
NG @ RT ROW
4"GAS
NG @ LT ROW
FH
12"WATER
FUTURE 4"GAS (BY OTHERS)
212.67
213.31
214.90
219.03
218.27
221.24
211.49
38+00
39+00
40+00
41+00
42+00
218
214
210
0 20' 40'
SCALE: 1" = 40' (H)
1" = 4' (V)
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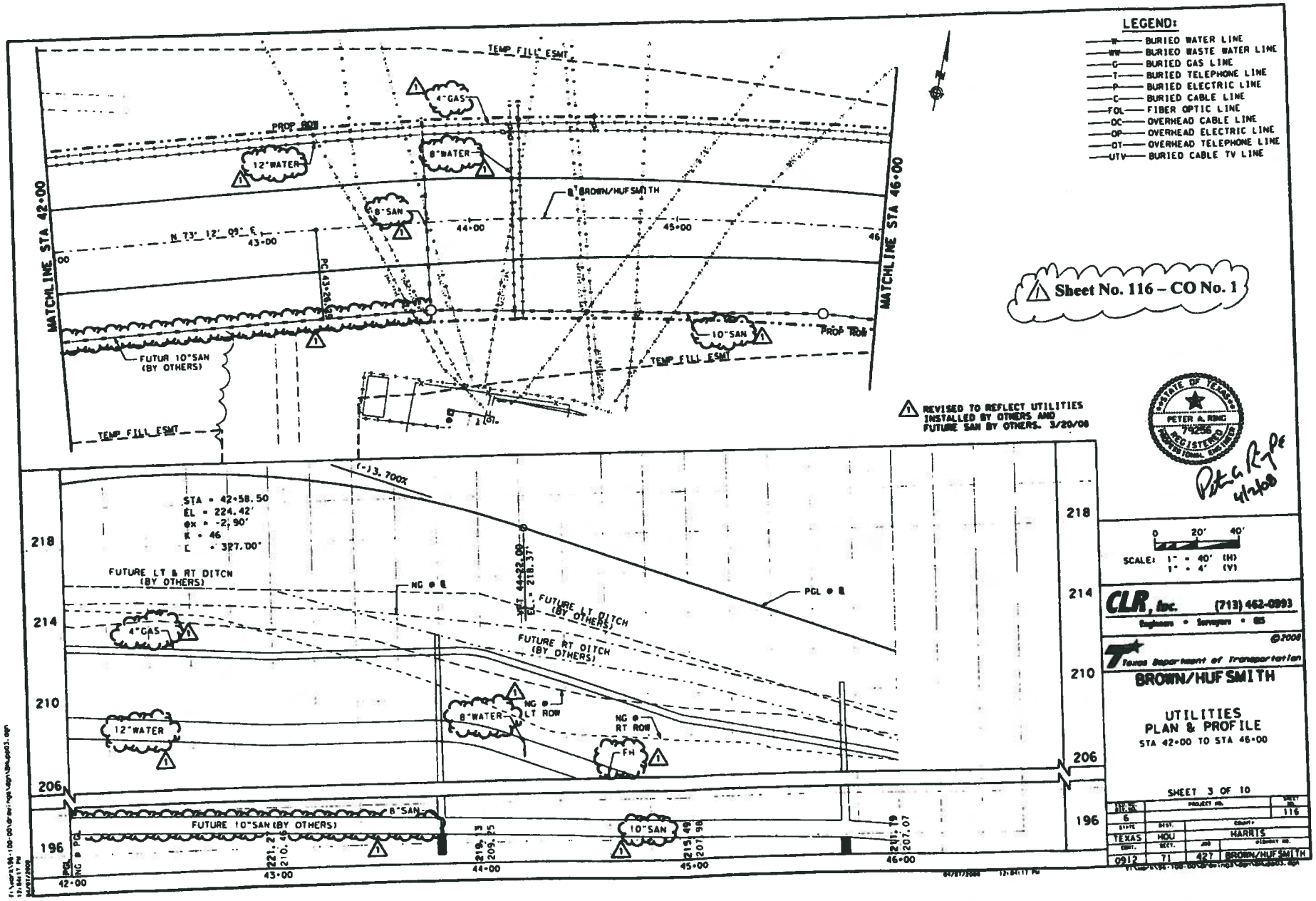
Texas Department of Transportation
BROWN/HUFSMITH
UTILITIES
PLAN & PROFILE
STA 38+00 TO STA 42+00
SHEET 2 OF 10
6
115
TEXAS
HOU
HARRIS
0912
71
427
BROWN/HUFSMITH


LEGEND:
BURIED WATER LINE
BURIED WASTE WATER LINE
BURIED GAS LINE
BURIED TELEPHONE LINE
BURIED ELECTRIC LINE
BURIED CABLE LINE
FIBER OPTIC LINE
OVERHEAD CABLE LINE
OVERHEAD ELECTRIC LINE
OVERHEAD TELEPHONE LINE
BURIED CABLE TV LINE
Sheet No. 116 – CO No. 1
REVISED TO REFLECT UTILITIES INSTALLED BY OTHERS AND FUTURE SAN BY OTHERS. 3/20/08
TEMP FILL ESMT
PROP ROW
4"GAS
12"WATER
8"WATER
8"SAN
8" BROWN/HUFSMITH
N 73° 12' 09" E
43+00
44+00
45+00
46+00
MATCHLINE STA 42+00
MATCHLINE STA 46+00
FUTUR 10"SAN (BY OTHERS)
10"SAN
STA = 42+58.50
EL = 224.42'
ex = -2.90'
R = 46
L = 327.00'
(-)3.700%
FUTURE LT & RT DITCH (BY OTHERS)
NG @ ℄
PGL @ ℄
FUTURE LT DITCH (BY OTHERS)
FUTURE RT DITCH (BY OTHERS)
NG @ LT ROW
NG @ RT ROW
FH
FUTURE 10"SAN (BY OTHERS)
8"SAN
218
214
210
206
196
PETER A. RING
74256
REGISTERED
PROFESSIONAL ENGINEER
STATE OF TEXAS
SCALE: 1" = 40' (H)
1" = 4' (V)
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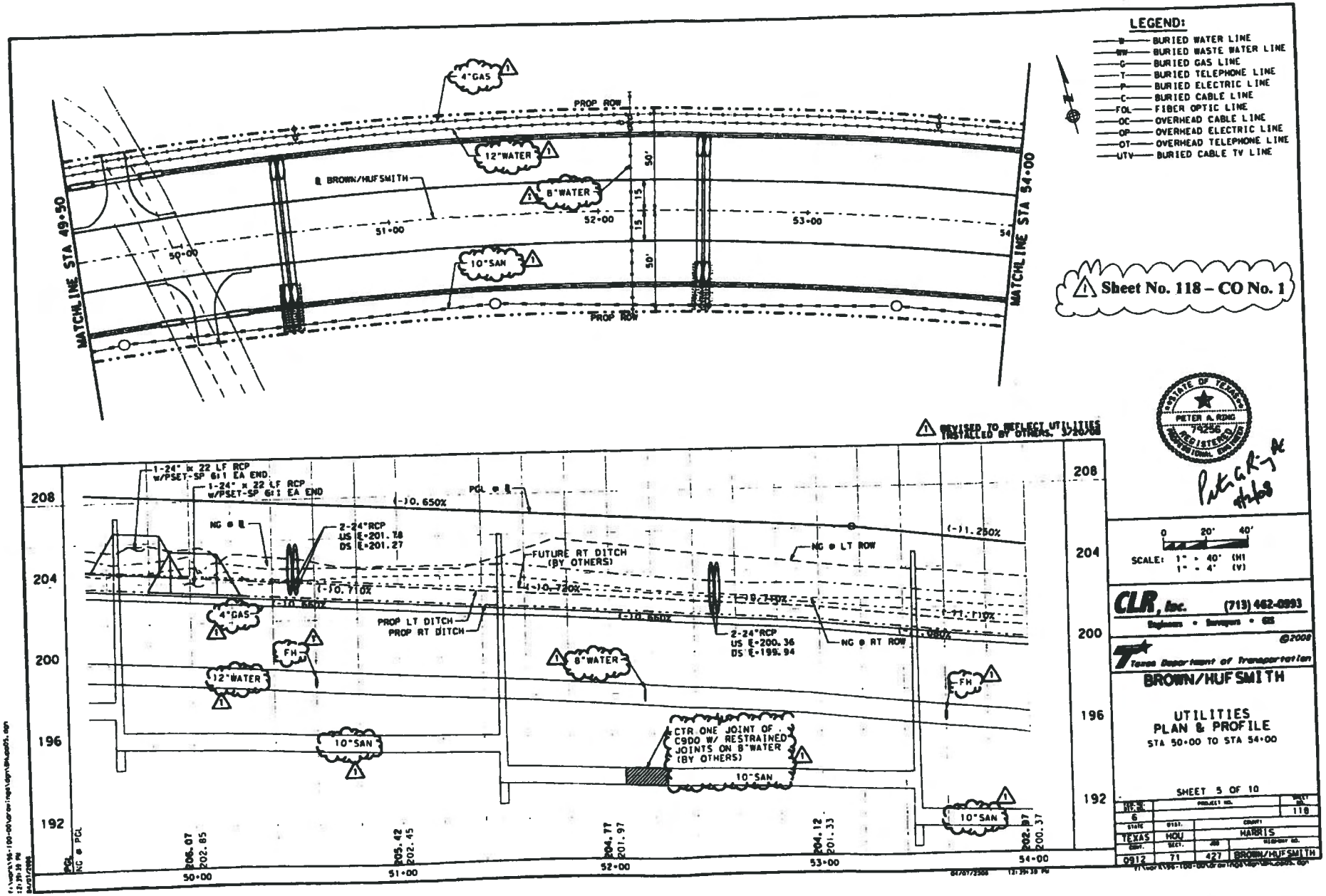
BROWN/HUFSMITH
UTILITIES
PLAN & PROFILE
STA 42+00 TO STA 46+00
SHEET 3 OF 10
6
116
TEXAS
HOU
HARRIS
0912
71
427
BROWN/HUFSMITH


LEGEND:
BURIED WATER LINE
BURIED WASTE WATER LINE
BURIED GAS LINE
BURIED TELEPHONE LINE
BURIED ELECTRIC LINE
BURIED CABLE LINE
FIBER OPTIC LINE
OVERHEAD CABLE LINE
OVERHEAD ELECTRIC LINE
OVERHEAD TELEPHONE LINE
BURIED CABLE TV LINE
Sheet No. 118 – CO No. 1
MATCHLINE STA 49+50
MATCHLINE STA 54+00
PROP ROW
℄ BROWN/HUFSMITH
4"GAS
12"WATER
8"WATER
10"SAN
50'
15
15
50'
50+00
51+00
52+00
53+00
54
REVISED TO REFLECT UTILITIES INSTALLED BY OTHERS. 3/20/08
1-24" x 22 LF RCP w/PSET-SP 6:1 EA END
1-24" x 22 LF RCP w/PSET-SP 6:1 EA END
PCL @ ℄
NG @ ℄
2-24"RCP US E=201.78 DS E=201.27
(-)0.650%
(-)1.250%
FUTURE RT DITCH (BY OTHERS)
NG @ LT ROW
(-)0.710%
(-)0.720%
(-)0.800%
(-)0.800%
(-)1.710%
PROP LT DITCH
PROP RT DITCH
2-24"RCP US E=200.36 DS E=199.94
NG @ RT ROW
FH
CTR ONE JOINT OF C900 W/ RESTRAINED JOINTS ON 8"WATER (BY OTHERS)
208
204
200
196
192
PCL NG @ PCL
206.07 202.85
205.42 202.45
204.77 201.97
204.12 201.33
202.37 200.37
STATE OF TEXAS
PETER A. KING
79256
REGISTERED PROFESSIONAL ENGINEER
SCALE: 1" = 40' (H) 1" = 4' (V)
0 20' 40'
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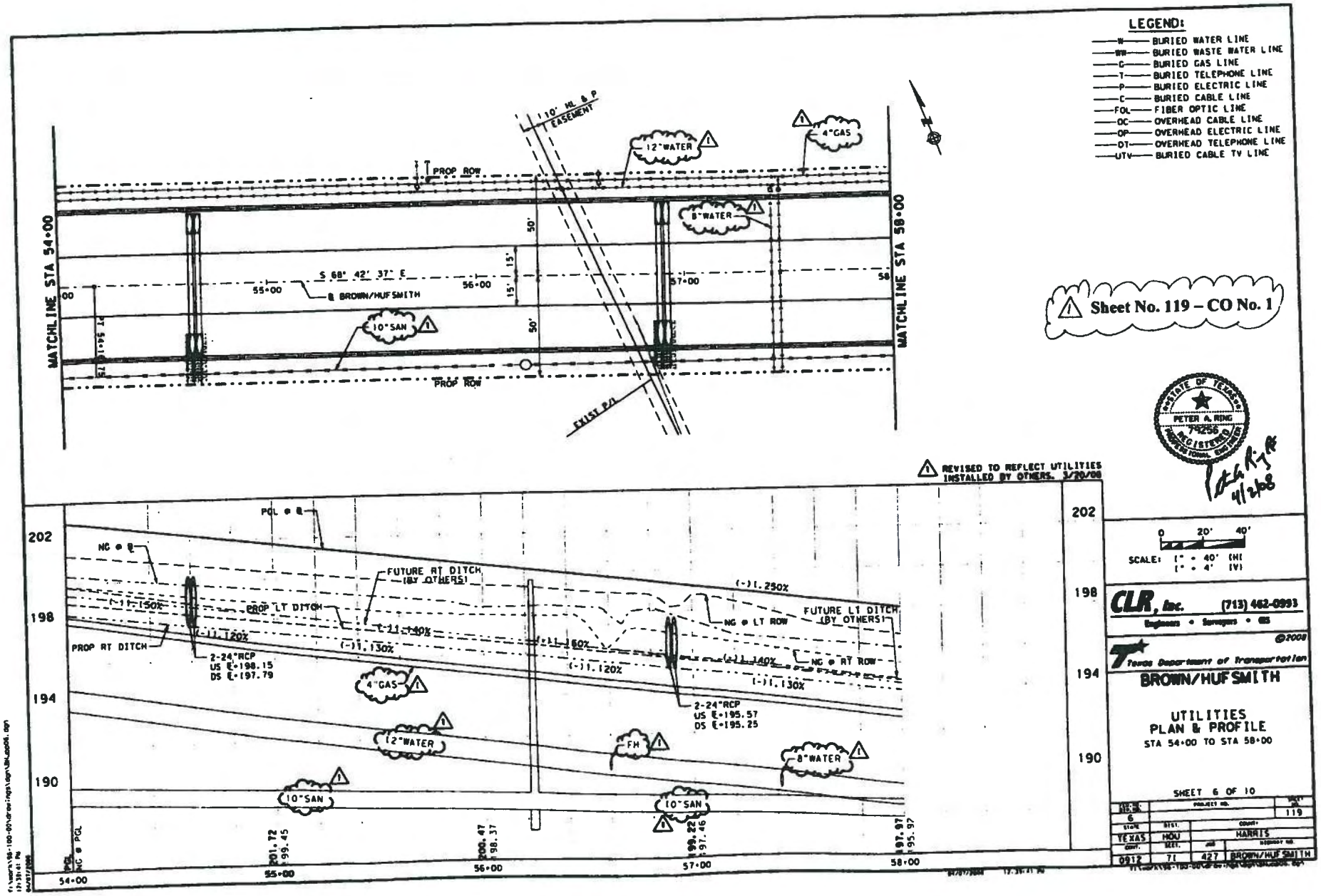
BROWN/HUFSMITH
UTILITIES
PLAN & PROFILE
STA 50+00 TO STA 54+00
SHEET 5 OF 10
6
118
TEXAS
HOU
HARRIS
0912
71
427
BROWN/HUFSMITH


LEGEND:
W BURIED WATER LINE
WW BURIED WASTE WATER LINE
G BURIED GAS LINE
T BURIED TELEPHONE LINE
P BURIED ELECTRIC LINE
C BURIED CABLE LINE
FOL FIBER OPTIC LINE
OC OVERHEAD CABLE LINE
OP OVERHEAD ELECTRIC LINE
OT OVERHEAD TELEPHONE LINE
UTV BURIED CABLE TV LINE
MATCHLINE STA 54+00
MATCHLINE STA 58+00
110' HL & P EASEMENT
PROP ROW
12"WATER
4"GAS
8"WATER
10"SAN
S 68° 42' 37" E
55+00
56+00
57+00
58
B BROWN/HUFSMITH
EXIST P/L
Sheet No. 119 – CO No. 1
REVISED TO REFLECT UTILITIES INSTALLED BY OTHERS. 3/20/08
PETER A. RING
74256
REGISTERED
PROFESSIONAL ENGINEER
STATE OF TEXAS
4/1/08
PCL @ ℄
NC @ ℄
FUTURE RT DITCH (BY OTHERS)
PROP LT DITCH
PROP RT DITCH
(-)1.150%
(-)1.120%
(-)1.140%
(-)1.130%
(-)1.250%
FUTURE LT DITCH (BY OTHERS)
NG @ LT ROW
NG @ RT ROW
2-24"RCP
US E-198.15
DS E-197.79
2-24"RCP
US E-195.57
DS E-195.25
FH
202
198
194
190
54+00
55+00
56+00
57+00
58+00
SCALE: 1" = 40' (H)
1" = 4' (V)
CLR, Inc. (713) 462-0993
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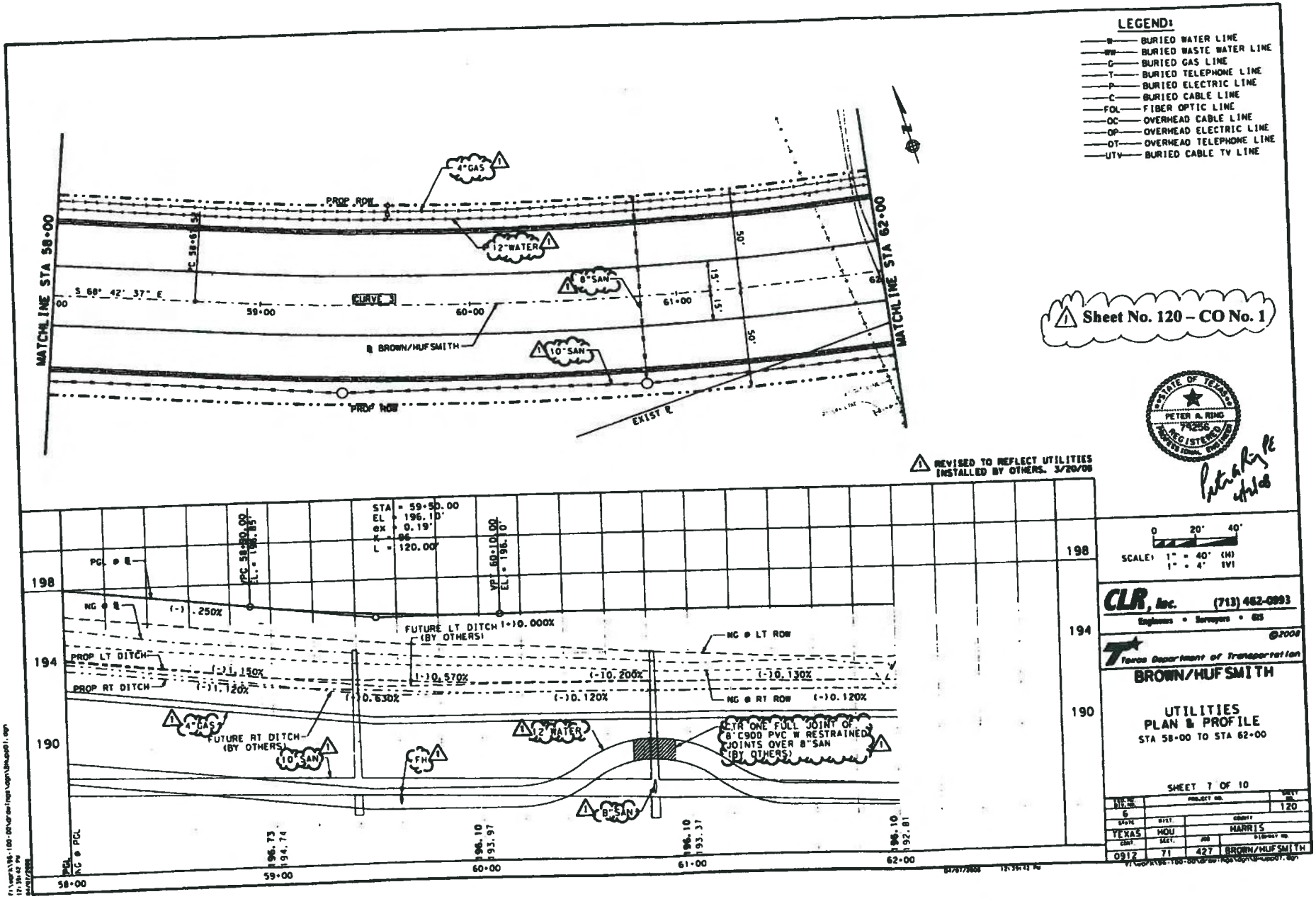
BROWN/HUFSMITH
UTILITIES
PLAN & PROFILE
STA 54+00 TO STA 58+00
SHEET 6 OF 10
6
119
TEXAS
HOU
HARRIS
0912
71
427
BROWN/HUFSMITH


LEGEND:
BURIED WATER LINE
BURIED WASTE WATER LINE
BURIED GAS LINE
BURIED TELEPHONE LINE
BURIED ELECTRIC LINE
BURIED CABLE LINE
FIBER OPTIC LINE
OVERHEAD CABLE LINE
OVERHEAD ELECTRIC LINE
OVERHEAD TELEPHONE LINE
BURIED CABLE TV LINE
Sheet No. 120 – CO No. 1
MATCHLINE STA 58+00
MATCHLINE STA 62+00
PROP ROW
4"GAS
12"WATER
8"SAN
10"SAN
CURVE 3
S 68° 42' 37" E
℄ BROWN/HUFSMITH
EXIST ℄
REVISED TO REFLECT UTILITIES INSTALLED BY OTHERS. 3/20/08
STA = 59+50.00
EL = 196.10'
ex = 0.19'
K = 86
L = 120.00'
PC 58+80.00
VPI 60+10.00
PCL ℄ ℄
NG ℄ ℄
(-) .250%
FUTURE LT DITCH (BY OTHERS)
(-)0.000%
NG ℄ LT ROW
PROP LT DITCH
PROP RT DITCH
(-)1.150%
(-)1.120%
(-)0.570%
(-)0.200%
(-)0.130%
(-)0.630%
(-)0.120%
NG ℄ RT ROW
FUTURE RT DITCH (BY OTHERS)
FH
ETA ONE FULL JOINT OF 8" C900 PVC W RESTRAINED JOINTS OVER 8"SAN (BY OTHERS)
SCALE: 1" = 40' (H) 1" = 4' (V)
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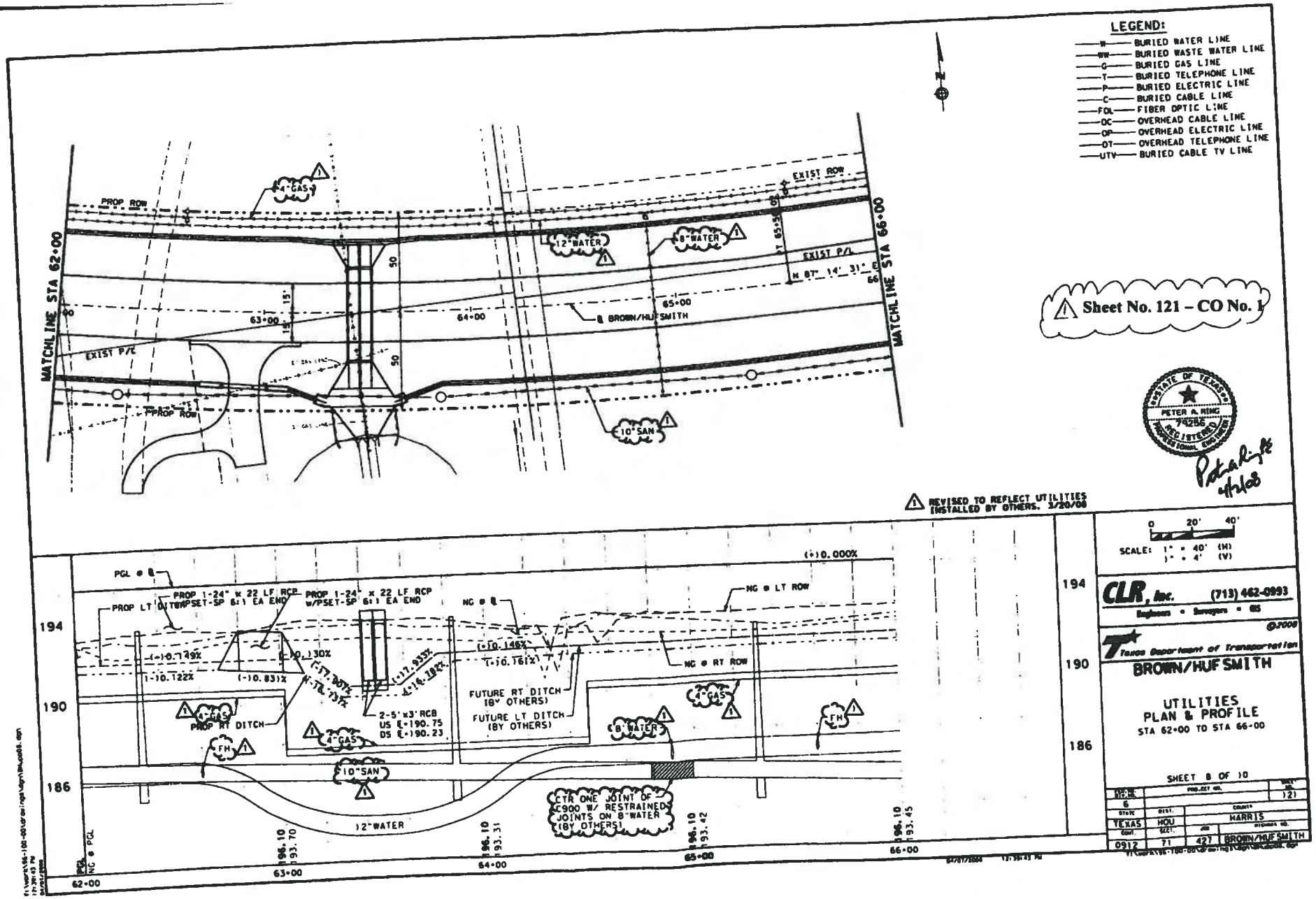
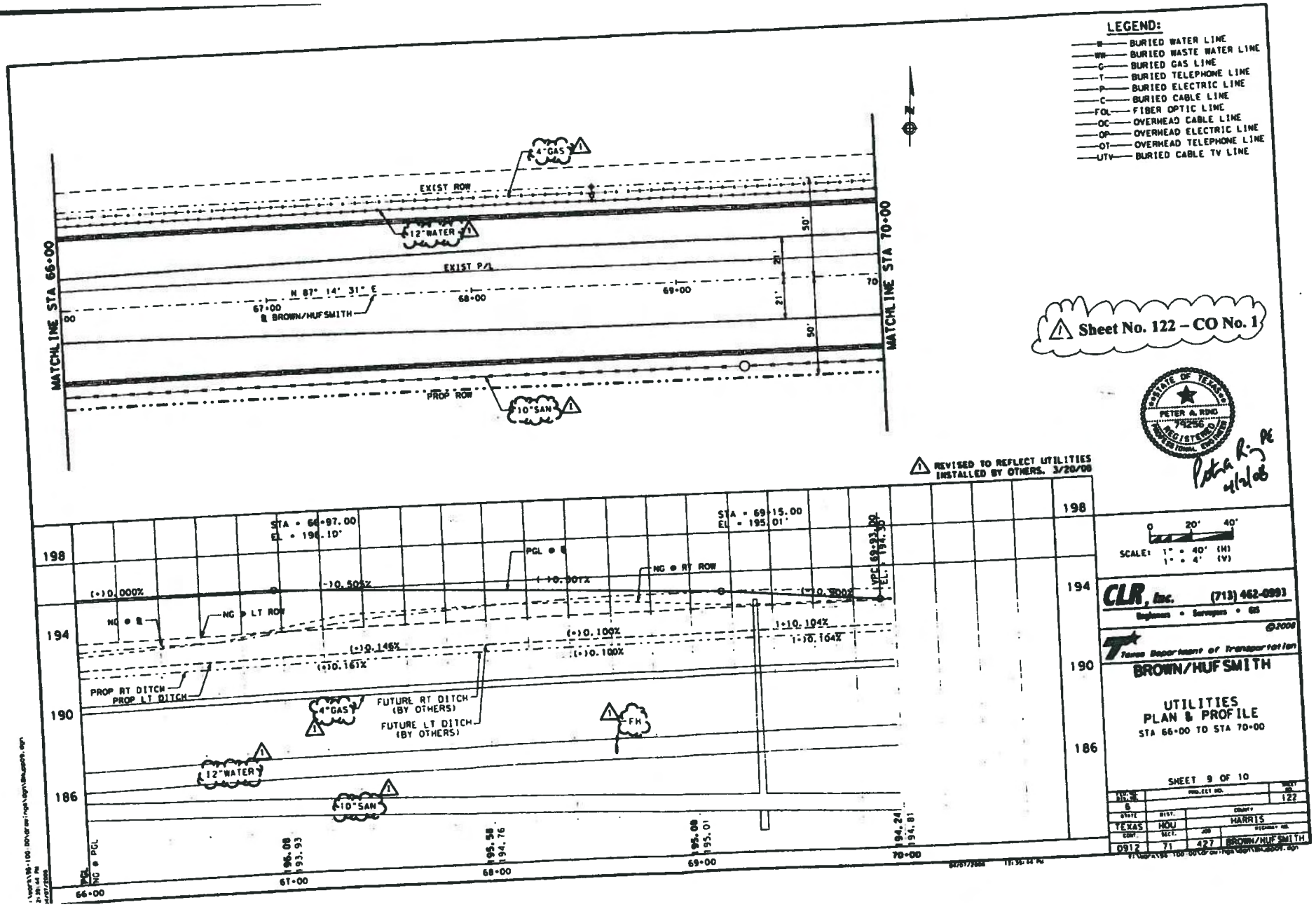
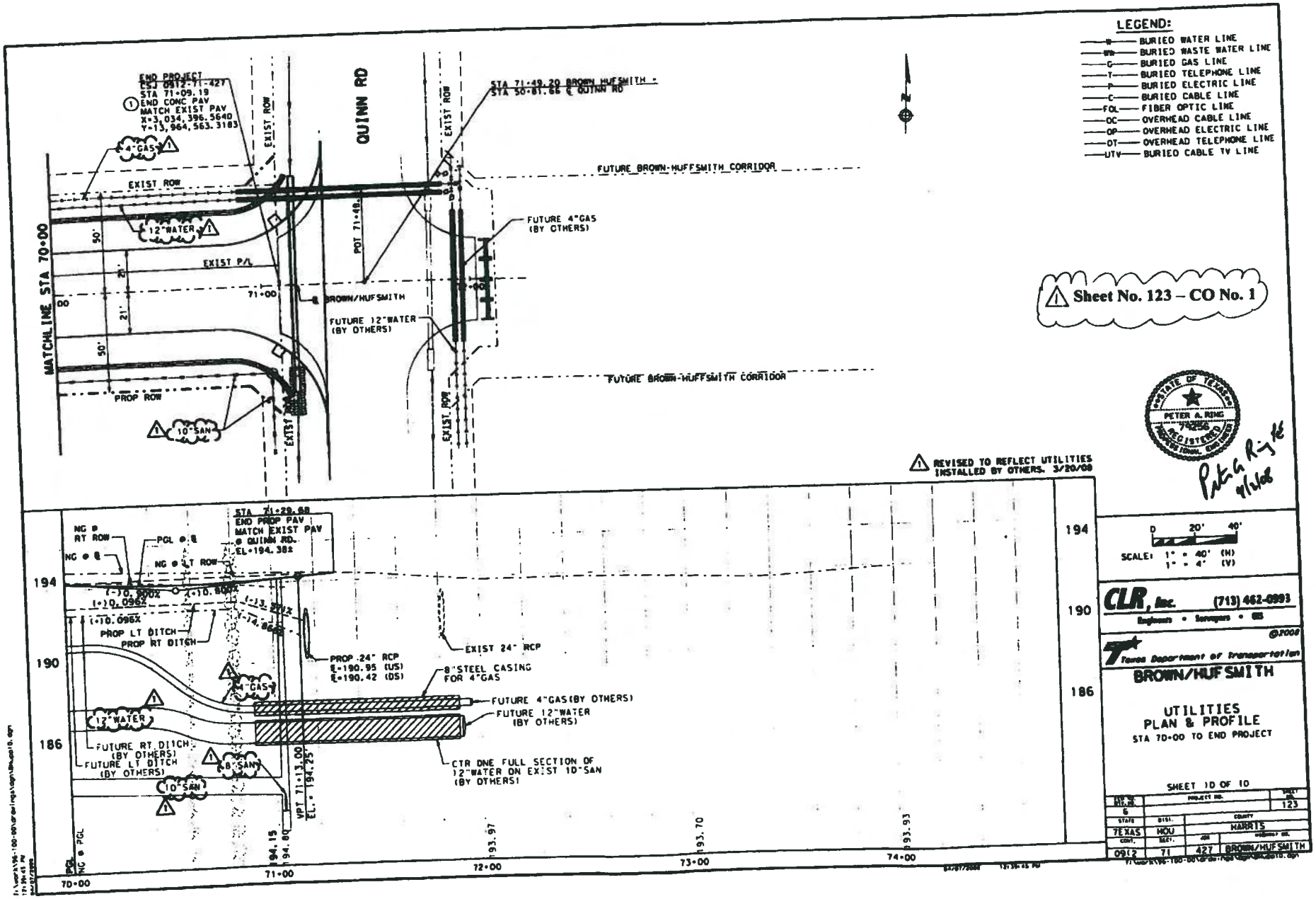
Texas Department of Transportation
BROWN/HUFSMITH
UTILITIES PLAN & PROFILE
STA 58+00 TO STA 62+00
SHEET 7 OF 10
6
120
TEXAS
HOU
MARRIS
0912
71
427
BROWN/HUFSMITH


LEGEND:
W BURIED WATER LINE
WW BURIED WASTE WATER LINE
G BURIED GAS LINE
T BURIED TELEPHONE LINE
P BURIED ELECTRIC LINE
C BURIED CABLE LINE
FOL FIBER OPTIC LINE
OC OVERHEAD CABLE LINE
OP OVERHEAD ELECTRIC LINE
OT OVERHEAD TELEPHONE LINE
UTV BURIED CABLE TV LINE
Sheet No. 121 – CO No. 1
REVISED TO REFLECT UTILITIES INSTALLED BY OTHERS. 3/20/08
MATCHLINE STA 62+00
MATCHLINE STA 66+00
PROP ROW
EXIST ROW
EXIST P/L
4" GAS
12" WATER
8" WATER
10" SAN
℄ BROWN/HUF SMITH
N 87° 14' 31" E
63+00
64+00
65+00
66+00
PGL ⊕ ℄
PROP 1-24" x 22 LF RCP w/PSET-SP 6:1 EA END
PROP LT DITCH
NG ⊕ ℄
NG ⊕ LT ROW
NG ⊕ RT ROW
(+)0.000%
(-)0.749%
(-)0.122%
(-)0.831%
(-)0.130%
(-)0.146%
(-)0.161%
(-)7.935%
(-)16.284%
(-)77.307%
(-)78.475%
PROP RT DITCH
2-5'x3' RCB
US E=190.75
DS E=190.23
FUTURE RT DITCH (BY OTHERS)
FUTURE LT DITCH (BY OTHERS)
FH
CTR ONE JOINT OF C900 W/ RESTRAINED JOINTS ON 8" WATER (BY OTHERS)
12" WATER
PGL ⊕ NG
62+00
63+00
64+00
65+00
66+00
194
190
186
SCALE: 1" = 40' (H) 1" = 4' (V)
CLR, Inc. (713) 462-0993
Engineers • Surveyors • GIS
©2008
Texas Department of Transportation
BROWN/HUF SMITH
UTILITIES PLAN & PROFILE
STA 62+00 TO STA 66+00
SHEET 8 OF 10
STATE TEXAS
DIST. HOU
COUNTY HARRIS
0912 71 427 BROWN/HUF SMITH


LEGEND:
BURIED WATER LINE
BURIED WASTE WATER LINE
BURIED GAS LINE
BURIED TELEPHONE LINE
BURIED ELECTRIC LINE
BURIED CABLE LINE
FIBER OPTIC LINE
OVERHEAD CABLE LINE
OVERHEAD ELECTRIC LINE
OVERHEAD TELEPHONE LINE
BURIED CABLE TV LINE
MATCHLINE STA 66+00
MATCHLINE STA 70+00
EXIST ROW
EXIST P/L
N 87° 14' 31" E
67+00
68+00
69+00
70
B BROWN/HUFSMITH
PROP ROW
4"GAS
12"WATER
10"SAN
50'
20'
21'
Sheet No. 122 – CO No. 1
REVISED TO REFLECT UTILITIES INSTALLED BY OTHERS. 3/20/08
STA = 66+97.00
EL = 196.10'
STA = 69+15.00
EL = 195.01'
PGL @ B
NG @ RT ROW
NG @ B
NG @ LT ROW
(+)0.000%
(-)0.505%
(-)0.001%
(-)0.300%
(+)0.146%
(+)0.161%
(+)0.100%
(+)0.100%
(-)0.104%
(-)0.104%
PROP RT DITCH
PROP LT DITCH
FUTURE RT DITCH (BY OTHERS)
FUTURE LT DITCH (BY OTHERS)
FH
VPC 69+93.00
EL = 194.30'
198
194
190
186
PGL NG @ PGL
66+00
67+00
68+00
69+00
70+00
196.08
193.93
195.58
194.76
195.08
195.01
194.24
194.81
STATE OF TEXAS
PETER A. KING
74256
REGISTERED
PROFESSIONAL ENGINEER
Peter A. King PE
4/2/08
0 20' 40'
SCALE: 1" = 40' (H)
1" = 4' (V)
CLR, Inc. (713) 462-0993
Engineers • Surveyors • GIS
©2008
Texas Department of Transportation
BROWN/HUFSMITH
UTILITIES
PLAN & PROFILE
STA 66+00 TO STA 70+00
SHEET 9 OF 10
122
6
TEXAS
HOU
HARRIS
0912
71
427
BROWN/HUFSMITH


LEGEND:
BURIED WATER LINE
BURIED WASTE WATER LINE
BURIED GAS LINE
BURIED TELEPHONE LINE
BURIED ELECTRIC LINE
BURIED CABLE LINE
FIBER OPTIC LINE
OVERHEAD CABLE LINE
OVERHEAD ELECTRIC LINE
OVERHEAD TELEPHONE LINE
BURIED CABLE TV LINE
END PROJECT
CSJ 0912-71-427
STA 71+09.19
END CONC PAV
MATCH EXIST PAV
X=3,034,396.5640
Y=13,964,563.3183
QUINN RD
STA 71+49.20 BROWN HUFSMITH =
STA 50+81.66 ℄ QUINN RD
FUTURE BROWN-HUFSMITH CORRIDOR
FUTURE 4"GAS
(BY OTHERS)
EXIST ROW
EXIST P/L
BROWN/HUFSMITH
FUTURE 12"WATER
(BY OTHERS)
MATCHLINE STA 70+00
PROP ROW
4"GAS
12"WATER
10"SAN
8"SAN
Sheet No. 123 – CO No. 1
REVISED TO REFLECT UTILITIES
INSTALLED BY OTHERS. 3/20/08
STA 71+29.68
END PROP PAV
MATCH EXIST PAV
@ QUINN RD.
EL.=194.38±
PROP LT DITCH
PROP RT DITCH
PROP 24" RCP
EXIST 24" RCP
8"STEEL CASING
FOR 4"GAS
FUTURE 4"GAS(BY OTHERS)
FUTURE 12"WATER
(BY OTHERS)
FUTURE RT DITCH
(BY OTHERS)
FUTURE LT DITCH
(BY OTHERS)
CTR ONE FULL SECTION OF
12"WATER ON EXIST 10"SAN
(BY OTHERS)
VPT 71+13.00
EL.=194.25
70+00
71+00
72+00
73+00
74+00
SCALE: 1" = 40' (H)
1" = 4' (V)
CLR, Inc. (713) 462-0993
Engineers • Surveyors • GIS
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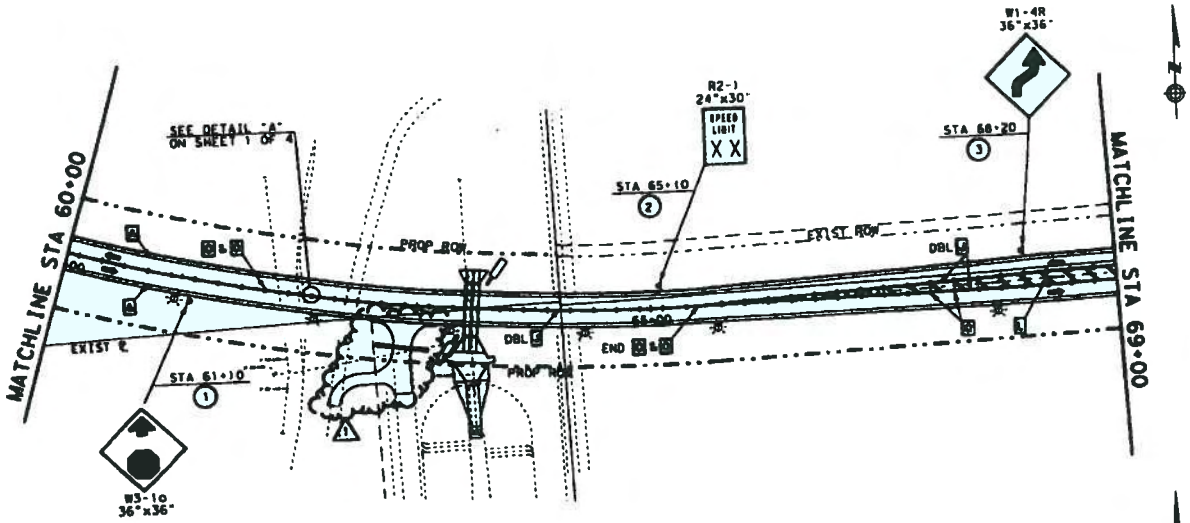
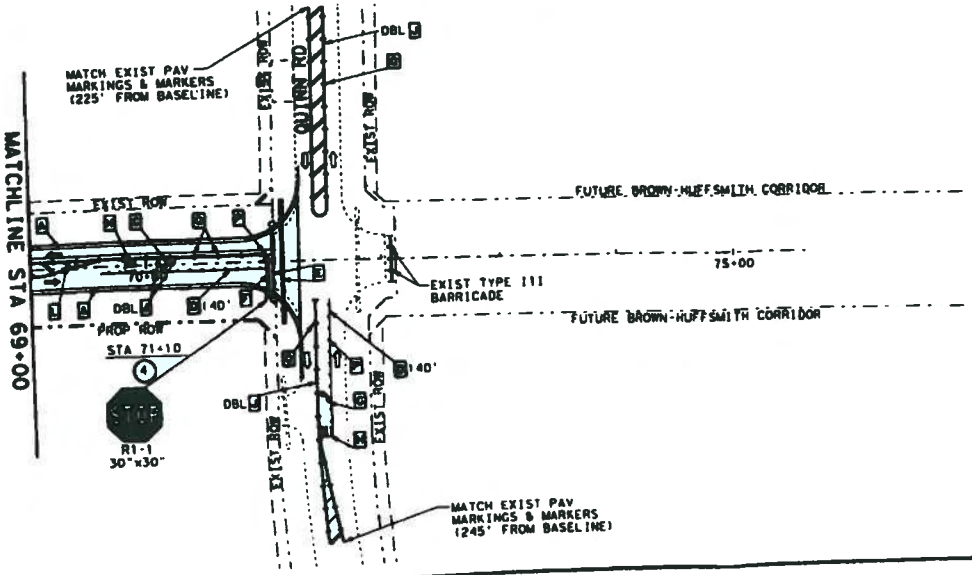
Texas Department of Transportation
BROWN/HUFSMITH
UTILITIES
PLAN & PROFILE
STA 70+00 TO END PROJECT
SHEET 10 OF 10
HIGHWAY NO. 6
PROJECT NO.
SHEET NO. 123
STATE TEXAS
DIST. HOU
COUNTY HARRIS
CONT. 0912
SECT. 71
JOB 427
HIGHWAY NO. BROWN/HUFSMITH





LEGEND

- REFL PAV MRK TY I(W)(4")(SLD)(100MIL)
- REFL PAV MRK TY I(W)(4")(BRK)(100MIL)
- REFL PAV MRK TY I(W)(4")(DOT)(100MIL)
- REFL PAV MRK TY I(W)(8")(SLD)(100MIL)
- REFL PAV MRK TY I(W)(12")(SLD)(100MIL)
- REFL PAV MRK TY I(W)(24")(SLD)(100MIL)
- REFL PAV MRK TY I(W)(ARROW)(100MIL)
- REFL PAV MRK TY I(W)(WORD)(100MIL)
- REFL PAV MRK TY I(W)(DBL ARR)(100MIL)
- REFL PAV MRK TY I(Y)(4")(SLD)(100MIL)
- REFL PAV MRK TY I(Y)(4")(BRK)(100MIL)
- REFL PAV MRK TY I(Y)(24")(SLD)(100MIL)
- REFL PAV MRK TY II(Y)(12")(SLD)
- REFL PAV MRK TY II(Y)(MED NOSE)
- REFL PAV MRKR TYI-A
- REFL PAV MRKR TYI-C
- REFL PAV MRKR TYII-A-A
- REFL PAV MRKR TYII-C-R
- PROPOSED SIGN
- EXISTING SIGN TO BE RELOCATED
- EXISTING SIGN TO BE REMOVED
- EXISTING SIGN TO REMAIN
- DIRECTION OF TRAFFIC FLOW
- OBJECT MARKER (OM-2Y)(WC)(GND)
- PROPOSED TRAFFIC SIGN
- EXISTING TRAFFIC SIGN
- DELINEATORS (D-SW)SZ)(WC)GND(BI)

STATE OF TEXAS
PETER A. RING
74256
REGISTERED PROFESSIONAL ENGINEER

0 50' 100'
SCALE: 1" = 100'

CLR, Inc. (713) 462-0993
Engineers • Surveyors • GIS
©2008

Texas Department of Transportation

BROWN/HUFSMITH

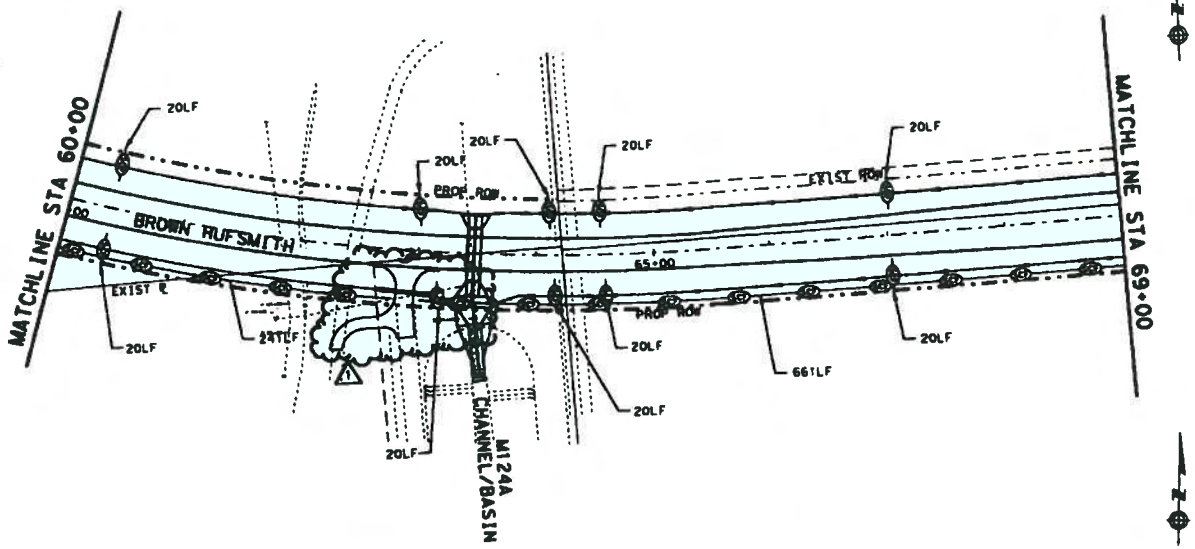
SIGNING & PAVEMENT MARKING LAYOUT
STA 60+00 TO STA END PROJECT

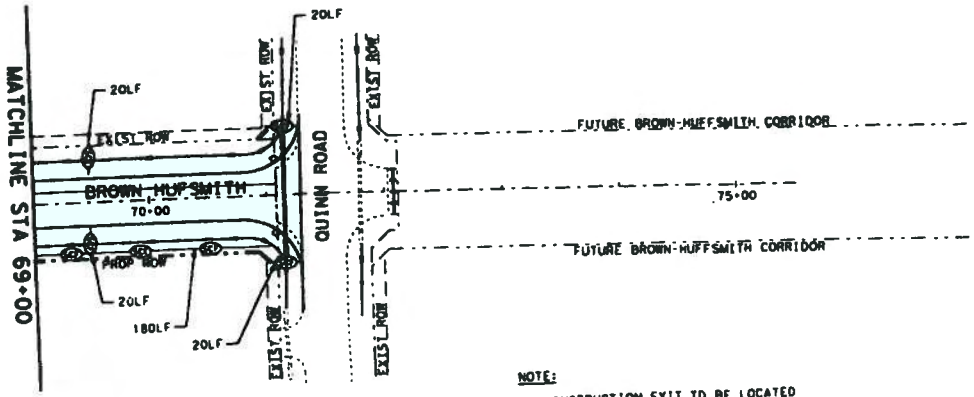
SHEET 3 OF 3

STATE	DIST.	COUNTY	
TEXAS	HOU	HARRIS	
CONT.	SECT.	JOB	HIGHWAY NO.
0912	71	427	BROWN/HUFSMITH

Sheet No. 156 – CO No. 1

1 MOVED DRIVEWAY. 3/20/08





NOTE:

1) CONSTRUCTION EXIT TO BE LOCATED AT LOCATIONS AGREED UPON BY THE ENGINEER AND CONTRACTOR.

LEGEND:

TEMPORARY SEDIMENT CONTROL FENCE

Sheet No. 173 – CO No. 1

ORIGINALLY SEALED BY KURT E. KILLIAN, PE ON 9/14/07

FOR 1 ONLY

STATE OF TEXAS — KURT E. KILLIAN — 47544 — LICENSED PROFESSIONAL ENGINEER

Tommy J Cramer 4/14/08

0 50' 100'

SCALE: 1" = 1" = 100'

1 MOVED DRIVEWAY, ADJUSTED SCF ACCORDINGLY. 3/20/08

CLR, Inc. (713) 462-0993

Engineers • Surveyors • GIS

©2008

Texas Department of Transportation

BROWN/HUFSMITH

SW3P

PHASE 1

STA 60+00 TO STA END PROJECT

SHEET 3 OF 3

DIST.	PROJECT NO.		SHEET NO.
6			173
STATE	DIST	COUNTY	
TEXAS	HOU	HARRIS	
CONT.	SECT.	JOB	HIGHWAY NO.
0912	71	427	BROWN/HUFSMITH

C.O. #2
45,580.17
Brown Road

Texas Department of Transportation

April 21, 2010

CONTACT:NHAE

Harris County
Control: 0912-71-427
Project: STP 99(25)
Highway: CS

RECEIVED
APR 26 2010
By

Mark A. McClure, P.E.
City of Tomball
Director of Engineering & Planning
501 James Street
Tomball, Texas 77375

Dear Sir:

Enclosed for your review and approval are four-(4) copies of the Form CO, covering Change Order Request No. 2 to the referenced project. Also enclosed is an executed copy of the Construction Memorandum, which explains this proposed Change Order.

After you have executed all four-(4) copies of the Form CO, please return them to this office for further handling and processing.

If you should have any questions concerning this matter, please contact this office at 281-319-6400.

Sincerely,

P.E.

FOR Douglas B. Stephens, P.E.
Area Engineer
Houston District

DGS:bho

Texas Department of Transportation
P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

February 18, 2010

CONTACT:NHAE

Harris County
Control: 0912-71-427
Project: STP 99(25)
Highway: CS

The City of Tomball, Texas
401 West Market Street
Tomball, Texas 77375
Attn: City Manager

Dear Sir:

Enclosed for your review and approval are four-(4) copies of the Form CO, covering Change Order Request No. 2 to the referenced project. Also enclosed is an executed copy of the Construction Memorandum, which explains this proposed Change Order.

After you have executed all four-(4) copies of the Form CO, please return them to this office for further handling and processing.

If you should have any questions concerning this matter, please contact this office at 281-319-6400.

Sincerely,

P.E.

Douglas G. Stephens, P.E.
Area Engineer
Houston District

DGS:bho

Texas Department of Transportation

MEMORANDUM

TO: Mr. Clifford W. Halvorsen, P.E.

DATE: February 26, 2010

FROM: Douglas G. Stephens, P.E.

Originating Office
Houston District
NHAE

SUBJECT:
Project: **STP 99(25)**
CSJ: **0912-71-427**
Highway: **CS**
County: **Harris**

Submitted with this memorandum is the Form CO covering Change Order Request No. 2 to the referenced project. This change provides for the addition of Time Extension No. 1 to the contract while increasing the quantity to six-(6) existing items, the decrease in quantity to eight-(8) existing items and the addition of three-(3) items of work to the contract.

The project calls for the construction of a non-freeway facility consisting of two lanes at a new location. However, However, during the construction of the drilled shaft footings for the planned traffic signal poles at the intersection of SH 249 & Brown/Huffsmith Road, it was realized that the planned traffic signal poles (provided by TxDOT) were inadequate for the span lengths required for the intersection. Due to this discovery and due to the fact that the required poles are a "Specialty" item (heavier gauge), the Contractor was instructed to order/purchase the correct poles for the intersection. These replacement poles are designed to carry the unusual additional span lengths for this intersection while being able to sustain higher wind speeds. This upgrade in the poles strength also required heavier gauge components including wire and conduit along with boring of the conduit instead open/cut as detailed in the plans. The estimated date for delivery of the new poles from the manufacturer was 12 to 14 weeks and therefore is the basis for the Contractor's request for time Extension No. 1.

The consultant designer (Pate Engineers) has accepted responsibility for this error and has provided Replacement Plan Sheets No. 21, 125-128, 141 & 142 to document these changes. Supporting documentation for the Contractors submitted price for this added work to the contract is included.

Change Order No. 2 also adds Time Extension No. 1 to the contract due to delays caused by Consultant design errors for the permanent Traffic Signal poles. Due to the span lengths for the wire & wind, the poles had to be redesigned (heavier gauge) to sustain the span lengths. According to the Contractors submitted schedule, they estimated a total of forty/one-(41) days to complete the original design of the traffic signal installation. Additionally, the re-design affected the installation of the Pedestrian Facilities completion (five-5 days) and the final configuration of the pavement markings within the intersection (one-1 day), for a total of forty/seven-(47) days granted back to the contract.

The Contractors submitted Schedule with Time Impacts along with emails between the Area Office and District Construction was used to justify this proposed granted time and are included for review. In signing Change Order No. 2 - the Contractors agrees and accepts that no other claims for compensation will be entertained or allowed in regards to Time Extension No. 1.

The revision covered by this proposed change order is estimated to result in an overrun of the funds authorized for this contract in the amount of $41,063.22. As reflected by the endorsement of the Form CO-AFA, the City of Tomball has reviewed and approved the work covered by this change and has agreed to participate in the costs of the revisions in accordance with the terms of the "Surface Transportation Program-Metropolitan Mobility Rehabilitation" agreement. Additionally, in accordance with the Agreement the Federal share of the funds for this contract shall not exceed eighty-(80%) percent of the project costs and that all other additional costs associated with project will be the responsibility of the City of Tomball. Therefore, since the Federal share has been depleted, the City of Tomball is now responsible for one/hundred-(100%) percent of the funds required by proposed Change Order No. 2. The City of Tomball's participation will be ($41,063.22), plus 11% for engineering and contingencies ($4,516.95), bringing the total City of Tomball contribution to $45,580.17. Your review and further handling of this proposed change order is requested.

If you should have any questions concerning this matter, please contact this office at 281-319-6400.

P.E.
Area Engineer

DGS:bho

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

Advance Funding Agreement (Third Party Funding) Information

100% of $41,063.22 (Net Overrun)

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT.

CCSJ:	912-71-427
Project:	STP 99 (25)
Highway:	CS
Limits:	From SH 249 to Quinn Road.
City CIP No:	
County:	Harris
District:	Houston
Contract Number:	12073022

1. Outside funding provided by:

City of Tomball
(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☑ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount: _____)

☑ Actual Cost (Estimated Amount: $45,580.17)

(a) Contract Items (Bid Items):			$41,063.22
(b) E&C*:	(a) x 11.00% (enter %)	=	$4,516.95
Subtotal			$45,580.17
(c) Indirect Cost**:	(a + b) x 0.00% (enter %)	=	$0.00
TOTAL			$45,580.17

Use as needed:

I hereby approve the modifications covered by Form CO for this Change Order and agree to finance the additional costs, if any, as reflected by this form.

Advance Funding Date _____

By _____

_____
Typed/Printed Name

_____
Typed/Printed Title

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project from approximately 6% to 11% depending on the contract amount of the project. Projects with higher contract amount will have the lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Advance Funding for this Change Order has been arranged:

_____
District Engineer Date

Typed/Printed Name: Delvin Dennis, P.E.

TXDOT Form CO-AFA (Rev. 5-2003) (Modified for Houston District use, 10/03)

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

Advance Funding Agreement (Third Party Funding) Information

100% of $41,063.22 (Net Overrun)

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT.

CCSJ:	912-71-427
Project:	STP 99 (25)
Highway:	CS
Limits:	From SH 249 to Quinn Road.
City CIP No:	
County:	Harris
District:	Houston
Contract Number:	12073022

1. Outside funding provided by:

City of Tomball
(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☑ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount: _____)

☑ Actual Cost (Estimated Amount: $45,580.17)

(a) Contract Items (Bid Items):			$41,063.22
(b) E&C*:	(a) x 11.00% (enter %)	=	$4,516.95
Subtotal			$45,580.17
(c) Indirect Cost**:	(a + b) x 0.00% (enter %)	=	$0.00
TOTAL			$45,580.17

Use as needed:

I hereby approve the modifications covered by Form CO for this Change Order and agree to finance the additional costs, if any, as reflected by this form.

Advance Funding Date _____

By _____

_____
Typed/Printed Name

_____
Typed/Printed Title

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project from approximately 6% to 11% depending on the contract amount of the project. Projects with higher contract amount will have the lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Advance Funding for this Change Order has been arranged:

_____
District Engineer Date

Typed/Printed Name: Delvin Dennis, P.E.

TXDOT Form CO-AFA (Rev. 5-2003) (Modified for Houston District use, 10/03)

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

Advance Funding Agreement (Third Party Funding) Information

100% of $41,063.22 (Net Overrun)

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT.

CCSJ:	912-71-427
Project:	STP 99 (25)
Highway:	CS
Limits:	From SH 249 to Quinn Road.
City CIP No:	
County:	Harris
District:	Houston
Contract Number:	12073022

1. Outside funding provided by:

City of Tomball
(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☑ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount: _____)

☑ Actual Cost (Estimated Amount: $45,580.17)

(a) Contract Items (Bid Items):			$41,063.22
(b) E&C*:	(a) x 11.00% (enter %)	=	$4,516.95
Subtotal			$45,580.17
(c) Indirect Cost**:	(a + b) x 0.00% (enter %)	=	$0.00
TOTAL			$45,580.17

Use as needed:

I hereby approve the modifications covered by Form CO for this Change Order and agree to finance the additional costs, if any, as reflected by this form.

Advance Funding Date _____

By _____

_____
Typed/Printed Name

_____
Typed/Printed Title

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project from approximately 6% to 11% depending on the contract amount of the project. Projects with higher contract amount will have the lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Advance Funding for this Change Order has been arranged:

_____
District Engineer Date

Typed/Printed Name: Delvin Dennis, P.E.

TXDOT Form CO-AFA (Rev. 5-2003) (Modified for Houston District use, 10/03)

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 1

Advance Funding Agreement (Third Party Funding) Information

100% of $41,063.22 (Net Overrun)

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT.

CCSJ:	912-71-427
Project:	STP 99 (25)
Highway:	CS
Limits:	From SH 249 to Quinn Road.
City CIP No:	
County:	Harris
District:	Houston
Contract Number:	12073022

1. Outside funding provided by:

City of Tomball
(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☑ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount: _____)

☑ Actual Cost (Estimated Amount: $45,580.17)

(a) Contract Items (Bid Items):			$41,063.22
(b) E&C*:	(a) x 11.00% (enter %)	=	$4,516.95
Subtotal			$45,580.17
(c) Indirect Cost**:	(a + b) x 0.00% (enter %)	=	$0.00
TOTAL			$45,580.17

Use as needed:

I hereby approve the modifications covered by Form CO for this Change Order and agree to finance the additional costs, if any, as reflected by this form.

Advance Funding Date _____

By _____

_____
Typed/Printed Name

_____
Typed/Printed Title

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project from approximately 6% to 11% depending on the contract amount of the project. Projects with higher contract amount will have the lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Advance Funding for this Change Order has been arranged:

_____
District Engineer Date

Typed/Printed Name: Delvin Dennis, P.E.

TXDOT Form CO-AFA (Rev. 5-2003) (Modified for Houston District use, 10/03)

SiteManager
Construction Management Software

CHANGE ORDER NBR. 2

REPORT DATE: 03/03/10

CONTRACT ID:	091271427	**HIGHWAY:**	CS
PROJECT:	STP 99(25)	**DISTRICT:**	12
CONTRACT:	12073022	**COUNTY:**	HARRIS
AWARD AMOUNT:	$1,833,442.16	**AREA ENGINEER:**	Douglas G. Stephens
PROJECTED AMOUNT:	$1,833,442.16	**AREA NUMBER:**	056
CONTRACTOR:	HASSELL CONSTRUCTION COMPANY, INC.		
CO AMOUNT:	$41,063.22	**DESCRIPTION:**	Time Extension No. 1 & Upgrade Signal Poles
CO TYPE:	STATE LETTER OF AUTH - NON- PART	**REASON:**	1B - 1B-INCORRECT PS&E (CONSULTANT DESIGN)
3RD PARTY AMOUNT:	$41,063.22	**SECONDARY REASON(S):**	
APPRV LEVEL:	Area Engineer		

Functions:

- [x] Extra Work
- [ ] Force Account
- [ ] Zero Dollar
- [ ] Final Quantity
- [x] Overrun/Underrun
- [ ] Change Project Limits
- [x] Time Adjustment
- [ ] Delete/Add CSJ

TIME EXT.#: 1 and Days adjusted on the C. O. 47

DESCRIBE THE REASON FOR THE CHANGE ORDER AND WHAT IS BEING CHANGED. WHEN NECESSARY, INCLUDE EXCEPTIONS TO THIS AGREEMENT:

The project calls for the construction of a non-freeway facility consisting of two lanes on a new location. However, during the construction of the drillshaft footings for the planned traffic signal poles at the intersection of SH 249 & Brown/Huffsmith Road, it was realized that the planned traffic signal poles (provided by TxDOT) were inadequate for the span lengths required for the intersection. Due to this discovery and due to the fact that the required poles are a "Specialty" item (heavier gauge), the Contractor was instructed to order/purchase the correct poles for the intersection. These replacement poles are designed to carry the unusal additional span lengths for this intersection while being able to sustain higher wind speeds. This upgrade in the poles strength also required heavier gauge components including wire and conduit along with boring of the conduit instead open/cut as detailed in the plans.

The consultant designer (Pate Engineers) has accepted responsibility for this error and has provided Replacement Plan Sheets No. 21, 125-128, 141 & 142 to document these changes.

Therefore, to correct this error, it is necessary to decrease the quantity of eight-(8) existing items, increase the quantity of six-(6) existing items and add three-(3) items of work to the contract. Supporting documentation for the Contractors submitted price for this added work to the contract is included. Additionally, in accordance with the Agreement "Surface Transportation Program - Metropolitan Mobility Rehabilitation" the Federal share of the funds for this contract shall not exceed eighty-(80%) percent of the project costs and that all other additional costs associated with project will be the responsibility of the City of Tomball who is responsible for the remaining twenty-(20%) percent of the costs. Therefore, since the Federal share has been depleted, the City of Tomball is now responsibile for one/hundred-(100%) percent of the funds required by proposed Change Order No. 2.

TIME ADJUSTMENTS	ADJUSTED DAYS	EXPLANATION
CONTRACT	47	Change Order No. 2 adds Time Extension No. 1 to the contract due to delays caused by Consultant design errors for the permanent Traffic Signal poles. Due to the span lengths for the wire & wind, the poles had to be redesigned (heavier gauge) to sustain the span lengths. According to the Contractors submitted schedule, they estimated a total of forty/one-(41) days to complete the original design of the traffic signal installation. Additionally, the re-design affected the installation of the Pedestrian Facilities completion (five-5 days) and the final configuration of the pavement markings within the intersection (one-1 day), for a total of forty/seven-(47) days granted back to the contract. The Contractors submitted Schedule with Time Impacts along with emails between the Area Office and District Construction were used to justify this proposed granted time and are included for review. In signing Change Order No. 2 - the Contractors agrees and accepts that no other claims for compensation will be entertained or allowed in regards to Time Extension No. 1.

"By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change and that this agreement is made in accordance item 4 and the Contract. Exceptions should be noted in explanation above."

THE CONTRACTOR

BY: _____ DATE

TYPED/PRINTED NAME: _____ DATE

TYPED/PRINTED TITLE: _____ DATE

AREA ENGINEER: PE. 2/18/2010 DATE

AREA ENGINEER'S SEAL:

STATE OF TEXAS
DOUGLAS STEPHENS
65442
REGISTERED
PROFESSIONAL ENGINEER

DISTRICT ENGINEER: _____ DATE

DIRECTOR, CONSTRUCTION DIVISION: _____ DATE

AED For Eng. Operations: _____ DATE

FHWA: _____ DATE

CONTRACT ITEMS

PROJECT NBR 091271427

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
001	0225	05022001	022	BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	3,210.00000	6.000	3.350	9.350	$10,753.50
		CO DESCR		CO NO. 2 - INCREASE QTY						
001	0330	06182038	000	CONDT (PVC) (SCHD 80) (3")	LF	11.77000	170.000	-160.000	10.000	-$1,883.20
		CO DESCR		CO No. 2 - REDUCE QUANTITY						
001	0340	06182053	000	CONDT (RM) (2") (BORE)	LF	10.70000	240.000	-180.000	60.000	-$1,926.00
		CO DESCR		CO No. 2 - REDUCE QUANTITY						
001	0341	06182057		CONDT (RM) (3") (BORE)	LF	24.59000	0.000	320.000	320.000	$7,868.80
		CO DESCR		CO No. 2 - ADD ITEM						
		ADDTL CO DESCR 1		CO No. 2 - ADD ITEM						
001	0342	06182061		CONDT (RM) (4") (BORE)	LF	27.30000	0.000	190.000	190.000	$5,187.00
		CO DESCR		CO No. 2 - ADD ITEM						
		ADDTL CO DESCR 1		CO No. 2 - ADD ITEM						
001	0345	06202007	001	ELEC CONDR (NO. 4) BARE	LF	1.61000	70.000	-30.000	40.000	-$48.30
		CO DESCR		CO No. 2 - REDUCE QUANTITY						
001	0350	06202008	001	ELEC CONDR (NO. 4) INSULATED	LF	1.93000	190.000	-20.000	170.000	-$38.60
		CO DESCR		CO No. 2 - REDUCE QUANTITY						
001	0355	06202009	001	ELEC CONDR (NO. 6) BARE	LF	1.23000	190.000	1,180.000	1,370.000	$1,451.40
		CO DESCR		CO No. 2 - INCREASE QUANTITY						
001	0360	06212004	000	TRAY CABLE (4 CONDR) (12 AWG)	LF	2.41000	440.000	140.000	580.000	$337.40
		CO DESCR		CO No. 2 - INCREASE QUANTITY						
001	0370	06242014	000	GROUND BOX TY D (162922) W/APRON	EA	706.20000	2.000	4.000	6.000	$2,824.80
		CO DESCR		CO No. 2 - INCREASE QUANTITY						
001	0380	06252001	001	ZINC-COAT STL WIRE STRAND (5/16 IN)	LF	1.87000	540.000	940.000	1,480.000	$1,757.80
		CO DESCR		CO No. 2 - INCREASE QUANTITY						
001	0385	06252003	001	ZINC-COAT STL WIRE STRAND (1/4 IN)	LF	1.61000	540.000	-540.000	0.000	-$869.40
		CO DESCR		CO No. 2 - ELIMINATE QUANTITY						
001	0390	06252004	001	ZINC-COAT STL WIRE STRAND (3/8 IN)	LF	2.03000	540.000	440.000	980.000	$893.20
		CO DESCR		CO No. 2 - INCREASE QUANTITY						
001	0591	96082001		UNIQUE CHANGE ORDER ITEM 1	DOL	4,572.78000	0.000	4.000	4.000	$18,291.12
		CO DESCR		CO No. 2 - TY D STRAIN POLE (34D-100)(SPL) - (UNIT = EA)						
		ADDTL CO DESCR 1		CO No. 2 - TY D STRAIN POLE(34D-100)(SPL) - (UNIT = EA)						
001	0640	06842007	000	TRF SIG CBL (TY A) (12 AWG) (2 CONDR)	LF	1.61000	1,720.000	-800.000	920.000	-$1,288.00
		CO DESCR		CO No. 2 - REDUCE QUANTITY						
001	0645	06842009	000	TRF SIG CBL (TY A) (12 AWG) (4 CONDR)	LF	1.77000	1,720.000	-800.000	920.000	-$1,416.00
		CO DESCR		CO No. 2 - REDUCE QUANTITY						

001	0690	62662005	000	VIVDS COMMUNICATION CABLE (COAXIAL)	LF	2.03000	2,650.000	-410.000	2,240.000	-$832.30
		CO DESCR		CO No. 2 - REDUCE QUANTITY						

CHANGE ORDER AMOUNT $41,063.22

Hassell Construction
12211 Duncan Rd.
Houston, Texas 77066

November 3, 2009

Henry Quiroga, P.E.
North Harris Area Office
Ph 281.319.6451
Fax 281.319.6499

Re: Brown Rd.
CSJ No.0912-71-427
Change Proposal – Signal Poles

Dear Mr. Quiroga,

Per your request, Hassell construction has prepared change order pricing for the conduit changes for the above captioned contract. The Rigid Metal Conduit will be priced as follows:

ITEM #		DESCRIPTION	UNIT	FINAL QUANTITY	SUB PRICE	CONTRACT PRICE	CONTRACT VALUE
618	2053	CONDT RIGID METAL (2")	LF	0	$11.00	$11.55	$0.00
618	2057	CONDT RIGID METAL (3")	LF	320	$23.50	~~$24.68~~ 24.59	~~$7,896.00~~ 7,868.80
618	2061	CONDT RIGID METAL (4")	LF	190	$26.00	$27.30	$5,187.00

Also included are the four special order Strain Poles as follows:

4 EA – 34D Special Strain Poles ~~$4,753.88~~ 4,572.78
Total Cost ~~$19,015.52~~ 18,291.12

The backup for these prices are attached to this letter. Please note that this pricing reflects Hassell Construction's standard allowable markup on subcontracted work (5%)

Also, along with these additional contract items, Hassell Construction, Inc. respectfully requests the addition of 41 contract work days to allow for the procurement of materials, coordination of work, and time lost due to work items performed out of sequence. Also, this request for additional time includes the 13 days used by TXDOT to run the monthly estimate during the period of inactivity resulting from the redesign of the signal work. (This time extension was requested on January of 2009 with a more detailed justification of the time calculations. Correspondence attached.)

Should you have any questions or comments regarding this issue, please contact me at your convenience.

Sincerely,

3" Conduit
23.42 x 5% =
1.17
$ 24.59

4" Conduit
26.00 x 5% =
1.30
$ 27.30

Kevin Robinson
Project Manager

QUOTATION

(Confidential)

Traf-Tex, Inc. ****REVISED****

8420 Hansen Road
Houston, Tx 77075
Ph: 713.643.5522 Fax: 713.643.5599

"TXDOT DBE VIN 2383"

QUOTE NO: B-1209_Q_TXDOTCSSTP99(25)

DATE: 10/16/2009
Bid Date: 12/4/2007

TO: Hassell Construction
ATTN: Kevin
FAX: 281-580-9170
Quote Based On Revised Plan Sheets

Control: 0912-71-427
Project: STP 99(25)
Highway: CS
County: HARRIS

ITEM	DESC	SP	Bid Item Description	Unit	Original Quantity	Revised Quantity	Difference Quantity	Bid Price	Amount
DRILL SH	LF	###	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	60.800	0.000	0.000	$160.000	$0.00
618	2034		CONDT RIGID METAL (2")	LF	230.000	0.000	0.000	$11.000	$0.00
618	2038		CONDT RIGID METAL (3")	LF	170.000	320.000	150.000	$23.500	$3,525.00
618	2040		CONDT RIGID METAL (4")	LF	90.000	190.000	100.000	$26.000	$2,600.00
618	2053		CONDT (RM) (2") (BORE)					$10.000	-$1,800.00
620	2007	001	ELEC CONDR (NO. 4) BARE					$1.500	-$45.00
620	2008	001	ELEC CONDR (NO. 4) INSULATED					$1.800	-$36.00
620	2009	001	ELEC CONDR (NO. 6) BARE					$1.150	$1,357.00
621	2004		TRAY CABLE (4 CONDR) (12 AWG)					$2.250	$316.00
624	2004		GROUND BOX TY 2 (243636) W/APRON					$2,895.000	$0.00
624	2014		GROUND BOX TY D (162922) W/APRON					$660.000	$2,640.00
624	2034		REMOVE EXISTING GROUND BOXES					$350.000	$0.00
625	2001	001	ZINC-COAT STL WIRE STRAND (5/16 IN)					$1.750	$1,645.00
625	2003	001	ZINC-COAT STL WIRE STRAND (1/4 IN)					$1.500	$0.00
625	2004	001	ZINC-COAT STL WIRE STRAND (3/8 IN)					-$1.900	$836.00
628	2100		ELC SRV TY D 120/240 070 (NS)SS(E)SP(O)					$2,850.000	$0.00
628	2158		REMOVE ELECTRICAL SERVICES					$350.000	$0.00
680	2003		INSTALL HWY TRF SIG (SYSTEM)					$15,000.000	$0.00
681	2001		TEMP TRAF SIGNALS					$25,710.000	$0.00
682	2001		BACK PLATE (12 IN) (3 SEC)					$50.000	$0.00
682	2002		BACK PLATE (12 IN) (4 SEC)	EA	4.000	4.000	0.000	$65.000	$0.00
682	2014		PED SIG SEC (12 IN) LED (2 INDICATIONS)	EA	8.000	8.000	0.000	$435.000	$0.00

CONDT Rigid Metal	2"	3"	4"
Labor	2.50	5.20	5.75
Equip	1.52	3.48	3.06
Mat.	6.10	12.87	15.11
m/u	.88	1.87 ~~1.95~~	2.08
Total	$11.00	~~$23.50~~ 23.42	$26.00

Breakdown for Conduit via telephone 10/20/09

Mark-up = 8.7%

Traf-Tex, Inc.
8420 Hansen Road
Houston, TX 77075

REQUEST FOR CHANGE ORDER

Control No:0912-71-427 Highway: Brown/Huffsmith
Project: STP 89(25)
Location:
Reference: Special TY D Strain Poles 4 EA Date: 6/11/2009

Description of Changes:
Furnish & Install 34 D Special Strain Poles

1- Material:							Totals
	A	Material Cost				$ 14,488.00	
	B	Mark -Up	$ 14,488.00	X	25%	$ 3,622.00	
						Material Total:	$ 18,110.00

2- Labor:							Totals
	A			X		$ -	
	B			X		$ -	
	C			X		$ -	
	D			X		$ -	
	E			X		$ -	
	F			X		$ -	
	G			X		$ -	
	H			X		$ -	
	I			X		$ -	
	J			X		$ -	
	K			X		$ -	
	L			X		$ -	
	M			X		$ -	
	N			X		$ -	
	O			X		$ -	
	P			X		$ -	
				X		$ -	
	Q			X		$ -	
	R			X		$ -	
					Sub Total	$ -	
	G	Soc. Sec., Tax & Ins	$ -	X	55%	$ -	
	H	Mark-UP	$ -	X	25%	$ -	
						Labor Total:	$ -

3- Tools and Equipment:							Totals
				X		$ -	
				X		$ -	
				X		$ -	
				X		$ -	
				X		$ -	
				X		$ -	
	A	Subtotal				$ -	
	B	Mark-Up	$ -	X	15%	$ -	
						Equipment Total:	$ -

4- Subcontractors:							Totals
	A	Subtotal				$ -	
	B	Mark-Up	$ -	X	5%	$ -	
						Subcontractor Total:	$ -

Subtotal:					$ 18,110.00
Bond:	$ 18,110.00	X	0	$ -	$ -
4 EA 34" TY D Special Strain Poles @ $4,527.00 =				Grand Total	$ 18,110.00

18,110.00 x 1% =
181.10
18,291.10 / 4 = 4,572.78 ea.

Structural & Steel Products, Inc.

1320 South University Drive, Suite 701
Fort Worth, Texas 76107

Phone: (817) 332-7417 Fax: (817) 338-0638

FAX REVISED JUN 0 2009 2

Date: 6/2/2009

Submitted To:	Traf-Tex, Inc.	Bid Title:	Harris County CSJ 0912-11-427
Address:	8429 Hansen Rd. Houston, TX 77075	Project Number:	
		Control No.:	
Contact:	Tim Stoker		Houston, TX
Phone:	(713)643-5522 Fax: 713-979-3161	Engineer/Architect:	

We are pleased to offer the following proposal for your consideration:

Line No.	Item No.	Item Description	Estimated Quantity	Unit	Unit Price	Total Price
001		34' SPD-100	2.00	EACH	$3,345.00	$6,690.00
002		34' SPD-100L-8	2.00	EACH	$3,899.00	$7,798.00
				Total Price for the above items:		$14,488.00

Notes:
- Prices are good for 30 days and for delivery within 180 days of receipt of order unless otherwise specified.
- This proposal is also subject to Structural & Steel Products official terms and conditions. Please request a copy from our office by calling (817) 332-7417.
- Lead time 6-8 weeks from receipt of order or approved drawings.
- All poles are galvanized and include anchor bolts. Freight Allowed. Signal Hangers, Brackets and CGB Connectors are NOT included.
- Poles are designed per provided TXDOT Special specification

Payment Terms: TERMS: Net 30 days, no retainage, subject to credit approval.

14,488.00 X 25% =
3,622.00
18,110.00 X 1% =
181.10
18,291.10 / 4 = 4,572.78

REVISED 6/2

ACCEPTED: The above prices, specifications and conditions are satisfactory and are hereby accepted.	**CONFIRMED:** Structural & Steel Products, Inc.
Buyer _____	Authorized Signature: _____
Signature _____	
Date of Acceptance _____	Estimator: Robin Barnes

>>> Henry Quiroga 5/7/2009 10:13 AM >>>

Henry Quiroga, P.E.
Assistant Area Engineer
North Harris Area Office
Houston District
Ph 281.319.6451
Fax 281.319.6499

Buckle up! Safety belts and child safety seats save lives, prevent injuries, and can also keep you from getting a ticket. Learn more at http://www.texasclickitorticket.com/.

>>> Henry Quiroga 5/4/2009 12:00 PM >>>
Walter,

CSJ 0912-71-427 is a project to build a new roadway (Brown Rd) connecting SH-249 and Quinn Road in conjunction with the City of Tomball. The roadway design was done by Consultant CLR, inc., and the signal design was by Pate Engineers.

3 of the 4 drilled shafts were installed. This section of SH-249 has a very steep super elevation of approximately 5-6 feet. The Contractor installed the drilled shaft on the low side of the roadway sticking out of natural ground about 4 ½ feet so the poles would be the same elevation.

We did some checking with our Traffic Group and Pate Engineers to see if the drilled shaft was built correctly, did it need protection, etc., etc. In so doing, we came to find out the poles were inadequately designed for this span length and Pate Engineers have re-designed the poles to accommodate the roadway conditions. Revised plan sheets are out for re-pricing by the Contractor and we are told the new poles have a 10-12 week fabrication time. Pate has agreed they should bear the cost of the re-design which is complete.

From: Henry Quiroga
To: Onken, Bennie
Date: 9/16/09 8:30 AM
Subject: Re: Fwd: Question Regarding Funding
Attachments: $ Request Summary Table Brown Hufsmith Road Tomball.xls

For your use.

Henry Quiroga, P.E.
Assistant Area Engineer
North Harris Area Office
Houston District
Ph 281.319.6451
Fax 281.319.6499

Buckle up! Safety belts and child safety seats save lives, prevent injuries, and can also keep you from getting a ticket. Learn more at http://www.texasclickitorticket.com/.

>>> Mark Patterson 5/7/2009 10:45 AM >>>
Henry,

I was partially correct in what I told you. We did overrun the Federal funds. However, we did not overrun by as much as I had originally anticipated as we got a good bid. This resulted in an overpayment by Tomball of $387,046.22. We never refunded their money. In summary, the field change is 100 percent Tomball's cost. We can pay for the field change out of the money they already paid us. It is up to Tomball to pursue errors and omissions on Pate.

Let me know if you have any questions. I attached the cost summary table for your reference.

SUMMARY OF TRAFFIC SIGNAL QUANTITIES

MATERIALS FOR HIGHWAY TRAFFIC SIGNALS

ITEM	DESC CODE	DESCRIPTION	UNIT	QUANTITY ESTIMATE	QUANTITY FINAL
0416	2032	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	60.8	
0618	2053	CONDT (RM) (2") (BORE)	LF	60	
0618	2057	CONDT (RM) (3") (BORE)	LF	320	
0618	2061	CONDT (RM) (4") (BORE)	LF	190	
0620	2008	ELEC. CONDUCTOR (NO. 4) INSULATED	LF	170	
0620	2009	ELEC. CONDUCTOR (NO. 6) BARE	LF	1,370	
0621	2004	TRAY CABLE (4 CONDR) (12 AWG)	LF	580	
0624	2014	GROUND BOX TYPE D (162922) W/ APRON	EA	6	
0625	2001	ZINC-COAT STL WIRE STRAND (5/16 IN)	LF	1,480	
0625	2004	ZINC-COAT STL WIRE STRAND (3/8 IN)	LF	980	
0628	2100	ELEC SERV TY D 120/240 070 (NS) SS (E) SP (O)	EA	1	
0620	2007	ELEC ELECTRIC CONDUCTER (No. 4) BARE	LF	40	
0624	2004	GROUND BOX TY 2 (243636) W/APRON	EA	4	
0680	2003	INSTALL HWY TRAF SIG (SYSTEM)	EA	1	
		* SIGN, "LEFT TURN SIGNAL" (48"x12")	EA	2	
		* RDWY LIGHT ON TRAF SIGNAL POLE (250 WATT H.P.S.)	EA	2	
		* MAST ARM 10' LUMINAIRE	EA	4	
		* DETECTOR CARD RACK **	EA	1	
		* POWER SUPPLY **	EA	1	
		* CONTROL, PHOTOELECTRIC	EA	1	
		* BROWN → ← HUFSMITH	EA	1	
		* ← BROWN / HUFSMITH →	EA	1	
		* SH 249	EA	4	
		* RIO-36L (9"x 12") SIGN	EA	4	
		* RIO-36R (9"x 12") SIGN	EA	4	
* 0000	SPL	POLE, 34' STEEL STRAIN (SP 340-100)	EA	4	

SUMMARY OF TRAFFIC SIGNAL QUANTITIES

MATERIALS FOR HIGHWAY TRAFFIC SIGNALS - CONTINUED

ITEM	DESC CODE	DESCRIPTION	UNIT	QUANTITY ESTIMATE	QUANTITY FINAL
0682	2001	BACK PLATE (12 IN) (3 SEC)	EA	8	
0682	2002	BACK PLATE (12 IN) (4 SEC)	EA	4	
0682	2014	PED SIG SEC (12 IN) LED (2 INDICATIONS)	EA	8	
0682	2022	VEH SIG SEC (12 IN) LED (GREEN ARW)	EA	4	
0682	2023	VEH SIG SEC (12 IN) LED (GREEN)	EA	8	
0682	2024	VEH SIG SEC (12 IN) LED (YEL ARW)	EA	4	
0682	2025	VEH SIG SEC (12 IN) LED (YEL)	EA	8	
0682	2027	VEH SIG SEC (12 IN) LED (RED)	EA	16	
6007	2001	REMOVING TRAFFIC SIGNALS	EA	1	
0684	2007	TRF SIG (TY A)(12 AWG)(2 CONDR)	LF	920	
0684	2009	TRF SIG (TY A)(12 AWG)(4 CONDR)	LF	920	
0684	2012	TRAF SIG CBL (TY A) (7 CNDR) (12 AWG)	LF	2,550	
0688	2001	PED DETECT (2 INCH PUSH BTN)	EA	8	
6010	2029	COMM CABLE (UNDERGROUND) (22 AWG) (25 PAIR)	LF	1,370	
6266	2001	VIVDS PROCESSOR SYSTEM	EA	2	
6266	2002	VIVDS CAMERA ASSEMBLY	EA	10	
6266	2003	VIVDS SET-UP SYSTEM	EA	1	
6266	2005	VIVDS COMMUNICATON CABLE (COAXIAL)	LF	2,650	
		* VIVDS POWER CABLE (3/C - #16)	LF	2,650	

Notes:

* MATERIALS SUBSIDIARY TO PERTINENT ITEMS

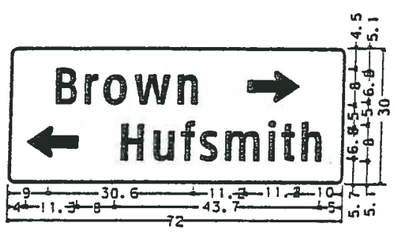
** MATERIALS FURNISHED BY THE TEXAS DEPARTMENT OF TRANSPORTATION AND INSTALLED BY THE CONTRACTOR

FOR ADDITIONAL INFORMATION SEE PERMANENT TRAFFIC SIGNAL LAYOUTS.

STATE OF TEXAS
FRANK H. OLSHEFSKI
61292
REGISTERED
PROFESSIONAL ENGINEER

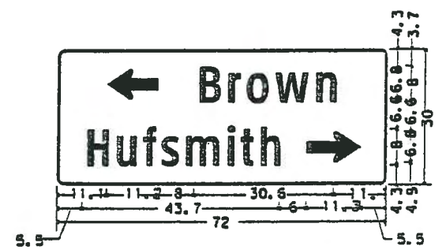
THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY FRANK H. OLSHEFSKI PE 61292 ON

DATE: 4/17/09



1.5" Radius, 0.5" Border, White on Green;
[Brown] ClearviewHwy-2-W; Standard Arrow Custom 11.3" X 6.8" 0°;
Standard Arrow Custom 11.3" X 6.8" 180°; [Hufsmith] ClearviewHwy-2-W;

1.5" Radius, 0.5" Border, White on Green;
[SH 249] ClearviewHwy-2-W;



1.5" Radius, 0.5" Border, White on Green;
Standard Arrow Custom 11.3" X 6.8" 180°; [Brown] ClearviewHwy-2-W;
[Hufsmith] ClearviewHwy-2-W; Standard Arrow Custom 11.3" X 6.8" 0°;

△ CO No. 2 – Replacement Sheet No. 21

PATE ENGINEERS
13333 N.W. Freeway, Suite 300 Houston, Tx. Phone 713-462-3178

©2007

Texas Department of Transportation

BROWN/HUFSMITH

SUMMARY OF TRAFFIC SIGNAL QUANTITIES

SHEET 1 OF 1

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			21
STATE	DIST.	COUNTY	
TEXAS	HOU	HARRIS	
CONT.	SECT.	JOB	HIGHWAY NO.
0912	71	427	BROWN/HUFSMITH

4/17/2009 9:00:27 AM x:\50000200e\163misc\signals\sgeq01.dgn

4/17/2009 9:00:27 AM x:\50000200e\163misc\signals\sgeq01.dgn LAREDO-8150-232.PLT SignCad.udf

NOTES FOR PERMANENT TRAF . SIGNAL(S):

1. INSTALL SIGNALS HORIZONTALLY ON SPAN WIRE, 18 FT. - 6 IN. ABOVE THE ROADWAY.
2. FURNISH VEHICLE SIGNAL HEADS WITH LIGHT EMITTING DIODE (LED) SIGNAL LAMP UNITS.
3. USE HIGH SPECIFIC INTENSITY REFLECTIVE SHEETING FOR SIGNS MOUNTED UNDER OR ADJACENT TO THE SIGNAL HEADS.
4. ROUTE CABLE FOR LUMINAIRES (4/C-#12 TRAY CABLE) TO THE SERVICE ENCLOSURE. SEE ELECTRICAL DETAIL SHEETS.
5. INSTALL FULL-ACTUATED CONTROLLER WITH INTERNAL TIME BASE COORDINATION UNIT IN A BASE MOUNTED CABINET.
6. FURNISH ALL EQUIPMENT EXCEPT THE CONTROLLER WITH PHASE SEQUENCE, DETECTOR UNITS, DETECTOR CARD RACK, POWER SUPPLY, AND 30 FT. OR 34 FT. STEEL STRAIN POLES WITH ANCHOR BOLTS. PICK UP EQUIPMENT FROM THE DEPARTMENT'S SIGNAL SHOP, 702 FM 1959, HOUSTON, TEXAS. CONTACT MR. DOUG VANOVER, IN WRITING, AT LEAST FIFTEEN (15) WORKING DAYS PRIOR TO ACQUIRING THE MATERIALS.
   ADDRESS: TEXAS DEPARTMENT OF TRANSPORTATION
   P. O. BOX 1386
   HOUSTON, TEXAS 77251-1386
   TEL. NO. (713) 802-5661
7. LOCATE CONTROLLER(S), STEEL STRAIN POLES, DETECTORS, DETECTION ZONES, ETC., AS APPROVED.
8. REPAIR OR REPLACE PAVEMENT AND SIDEWALKS DAMAGED BY THE CONTRACTOR'S FORCES DURING CONSTRUCTION AT NO COST TO THE DEPARTMENT.
9. REMOVE THE EXISTING SIGNAL SYSTEM(S) BY THE CONTRACTOR AND THOSE ITEMS DEEMED SALVAGEABLE BY THE ENGINEER. DELIVER SALVAGEABLE EQUIPMENT TO THE DEPARTMENT'S SIGNAL SHOP, 702 FM 1959, HOUSTON, TEXAS, BETWEEN 9:00 AM AND 3:00 PM, MONDAY THROUGH FRIDAY. CAREFULLY REMOVE THE MATERIALS SO THAT THEY WILL NOT BE MARRED OR DAMAGED. REPLACE MATERIALS THAT ARE SCARRED, BATTERED OR BROKEN BY THE CONTRACTOR AT NO EXPENSE TO THE DEPARTMENT. DISPOSE OF OTHER ITEMS REMOVED BY THE CONTRACTOR AT NO EXPENSE TO THE DEPARTMENT.
10. FURNISH AND INSTALL URETHANE FOAM TO ENCLOSE THE ENDS OF EACH CONDUIT CONTAINING SIGNAL CABLE.
11. CAP SPARE CONDUITS INSTALLED IN POLE FOUNDATIONS AND GROUND BOXES USING APPROVED CAPPING DEVICES.
12. DO NOT PLACE SIGNAL HEADS OVER THE ROADWAY UNTIL ALL NECESSARY MATERIALS ARE ON HAND AS APPROVED.
13. INSTALL TWO SET SCREWS ON ALL VEHICLE SIGNAL HEAD MOUNTING HARDWARE FITTINGS.
14. PROVIDE CONTINUED OPERATION OF THE EXISTING SIGNAL(S) DURING CONSTRUCTION AND UNTIL THE PROPOSED OPERATION IS COMPLETED.
15. ONCE THE INTEGRITY AND/OR FUNCTION OF THE EXISTING TRAFFIC SIGNAL(S) IS ALTERED BY THE CONTRACTOR, MAINTAIN AND OPERATE THE EXISTING TRAFFIC SIGNAL(S) UNTIL THE TRAFFIC SIGNAL WORK IS ACCEPTED BY THE DEPARTMENT. DURING THE CONSTRUCTION OF THE PROPOSED TRAFFIC SIGNAL WORK, MAINTAIN THE EXISTING TRAFFIC SIGNAL(S) AND/OR TEMPORARY CONSTRUCTION TRAFFIC SIGNAL(S) IN CONFORMANCE WITH THE LATEST TEXAS MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES.
16. DURING CONSTRUCTION OF THE PROPOSED SIGNAL WORK, IF THE EXISTING TRAFFIC SIGNAL EQUIPMENT REQUIRES REPLACEMENT DUE TO WEAR, DETERIORATION, OR ANY CIRCUMSTANCE OVER WHICH THE CONTRACTOR HAS NO CONTROL, THE EQUIPMENT WILL BE FURNISHED BY THE DEPARTMENT AT NO COST TO THE CONTRACTOR. INSTALL THIS EQUIPMENT AT NO COST TO THE DEPARTMENT. SUCH MATERIALS WILL BE PROVIDED AT THE DEPARTMENT'S SIGNAL SHOP LOCATED AT 702 FM 1959, HOUSTON, TEXAS. CONTACT MR. DOUG VANOVER AT TELEPHONE NUMBER (713) 802-5661.
17. INSTALL A 5/8-IN. (MINIMUM) EYE BOLT FOR THE POINT OF ATTACHMENT BELOW THE SERVICE ENTRANCE WEATHERHEAD FOR THE SERVICE DROP (120/240 VOLT SERVICE) TO STEEL OR WOOD POLE.
18. AIM LUMINAIRE ARMS MOUNTED ON TRAFFIC SIGNAL POLES PERPENDICULAR TO THE CENTERLINE OF THE ROADWAY IT IS INTENDED TO COVER TO DEVELOP THE PROPER ILLUMINATION PATTERN FOR THE INTERSECTION.
19. PROVIDE 250 WATT HIGH PRESSURE SODIUM VAPOR LAMP LUMINAIRES OPERATING AT 240 VOLTS.
20. WRAP SIGNAL HEADS WITH DARK PLASTIC OR SUITABLE MATERIAL TO CONCEAL THE SIGNAL FACES FROM THE TIME OF INSTALLATION UNTIL PLACING INTO OPERATION. DO NOT USE BURLAP.
21. GROUND STEEL STRAIN POLE ASSEMBLIES IN ACCORDANCE WITH REQUIREMENTS SHOWN ON THE LATEST TRAFFIC SIGNAL POLE FOUNDATION STANDARD. USE THE GROUNDING LUG ON THE POLE TO GROUND THE POLE TO THE GROUND CONDUCTORS FROM THE CONDUITS.
1. GROUND .L MAST ARM POLE ASSEMBLIES IN ACCORDANC. WITH REQUIREMENTS SHOWN ON THE LATEST TRAFFIC SIGNAL POLE FOUNDATION STANDARD. USE THE GROUNDING LUG ON THE POLE TO GROUND THE POLE TO THE GROUND CONDUCTORS FROM THE CONDUITS.
2. GROUND PAINTED OR POWDER COATED STEEL STRAIN POLE ASSEMBLIES IN ACCORDANCE WITH REQUIREMENTS SHOWN ON THE LATEST TRAFFIC SIGNAL POLE FOUNDATION STANDARD. SCRAPE OR SAND THE BASE PLATE, LEVELING NUT, WASHERS AND ANCHOR BOLTS DOWN TO THE GALVANIZING COATING SO THAT PROPER CONTACT IS MADE FOR GROUNDING. USE THE GROUNDING LUG ON THE POLE TO GROUND THE POLE TO THE GROUND CONDUCTORS FROM THE CONDUITS.
3. GROUND PAINTED OR POWDER COATED STEEL MAST ARM POLE ASSEMBLIES IN ACCORDANCE WITH REQUIREMENTS SHOWN ON THE LATEST TRAFFIC SIGNAL POLE FOUNDATION STANDARD. SCRAPE OR SAND THE BASE PLATE, LEVELING NUT, WASHERS AND ANCHOR BOLTS DOWN TO THE GALVANIZING COATING SO THAT PROPER CONTACT IS MADE FOR GROUNDING. USE THE GROUNDING LUG ON THE POLE TO GROUND THE POLE TO THE GROUND CONDUCTORS FROM THE CONDUITS.
4. ATTACH THE MESSENGER CABLE (SPAN WIRE) TO THE POLE A MINIMUM OF THREE WRAPS FOR STEEL STRAIN POLE ASSEMBLIES.
5. INSTALL A CLOSE NIPPLE WITH LOCK NUT AND BUSHING (SIZE AS REQUIRED) WHERE THE CABLE ENTERS THE UPPER PORTION OF THE SIGNAL POLE.
6. ATTACH THE TRAFFIC SIGNAL CABLE TO THE SPAN WIRE WITH A METAL CABLE STRAP (ALUMINUM OR STAINLESS STEEL), 3/4-IN. MINIMUM WIDTH AND TWO WRAPS AT 15 IN. MAXIMUM SPACING.
7. FURNISH VIDEO IMAGING VEHICLE DETECTION SYSTEM (VIVDS) CABLE RECOMMENDED BY MANUFACTURER OR PURCHASE CABLE FROM THE SAME MANUFACTURER THAT SUPPLIED/PROVIDED THE VIVDS EQUIPMENT.
8. FOR SPAN WIRE SIGNALS, ATTACH THE VIVDS COAX AND POWER CABLE TO A 5/16-IN. GALVANIZED GUY WIRE (HIGH STRENGTH) BETWEEN THE SIGNAL POLES ABOVE THE TRAFFIC SIGNAL CABLE. STRAP THE VIVDS CABLE TO THE GUY WIRE WITH A UV STABILIZED TIE-WRAP THAT IS APPROVED FOR OUTDOOR USE.
9. FOR VIVDS CAMERA(S) MOUNTED TO LUMINAIRE ARMS, STRAP THE VIVDS COAX AND POWER CABLE TO THE ARM WITH A UV STABILIZED TIE-WRAP THAT IS APPROVED FOR OUTDOOR USE.
10. REFER TO TXDOT'S WEBSITE FOR PREQUALIFIED PRODUCTS LIST REGARDING VIVDS CAMERAS, VEHICLE LED TRAFFIC SIGNAL LAMP UNIT, SYMBOLIC PEDESTRIAN SIGNAL HEAD, SYMBOLIC PEDESTRIAN SIGNAL LAMP, CONDUIT, CONDUCTORS, GROUND BOXES, AND ELECTRIC SERVICE. CHECK WEBSITE PERIODICALLY FOR CURRENT UPDATES.
11. THE LOCATION OF THE VIVDS DETECTION ZONE IS APPROXIMATE. THE EXACT LOCATION WILL BE DETERMINED BY THE ENGINEER AND/OR DEPARTMENT'S TRAFFIC OPERATIONS SECTION.
12. USE TYPE 2 GROUND BOXES INSTALLED EXCLUSIVELY FOR FUTURE INTERCONNECT CABLE WITH CONDUIT ONLY. DO NOT INSTALL ANY OTHER ELECTRICAL CABLE OR CONDUIT IN THE TYPE 2 GROUND BOX. PROPERLY GROUND THE METAL GROUND BOX COVER(S) WITH THE SYSTEM GROUND TO A GROUND ROD INSTALLED IN THE GROUND BOX. PERFORM THIS WORK IN ACCORDANCE WITH THE LATEST STANDARD SHEET ED(3), 8. CONSTRUCTION METHODS-#4, #5, AND #6. CONSTRUCT CONCRETE APRONS, IF NECESSARY, IN ACCORDANCE WITH THE GENERAL CONSTRUCTION NOTES SHOWN UNDER ITEM 624.
13. GROUND ALL EXISTING METAL GROUND BOX COVERS AS OUTLINED ON LATEST STANDARD SHEET ED(3)-03, III, 8, 4 THROUGH 6. REPLACEMENTS FOR THESE GROUND BOXES MUST BE MADE OF POLYMER CONCRETE AS DETAILED ON THE LATEST STANDARD SHEET ED(3). THE MATERIALS AND LABOR ASSOCIATED WITH THIS WORK IS SUBSIDIARY TO VARIOUS BID ITEMS IN THE PROJECT.
14. FURNISH AND INSTALL COMMUNICATIONS CABLE. SUCH WORK IS INCIDENTAL TO THE ITEM 6031, "COMMUNICATION CABLE".
15. INSTALL CONTINUOUS COMMUNICATIONS CABLE RUNS WITHOUT SPLICES FROM CONTROLLER CABINET TO CONTROLLER CABINET EXCEPT AS APPROVED.
16. THE CONTRACTOR IS RESPONSIBLE FOR THE SIGNAL CARRYING CAPABILITY AND PERFORMANCE OF THE CABLE. INSTALL EACH WIRE WITH A LIGHTNING PROTECTION DEVICE UNLESS OTHERWISE NOTED.
17. JELLY FILL EACH END OF THE COMMUNICATIONS CABLE THAT IS EXPOSED TO THE ELEMENTS DURING STORAGE OR AFTER INSTALLATION.
18. GROUND COMMUNICATIONS CABLE IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATION.
19. IN ALL CABINETS, PERFORM THE WIRING OF THE COMMUNICATIONS CABLE AND SYSTEM DETECTOR LOOP LEADS TO SCREW DOWN TERMINAL STRIPS AND PUNCH DOWN TERMINAL STRIPS (FOR COMMUNICATIONS CABLE) ON A PANEL. SUCH WORK IS INCIDENTAL TO THE ITEM 680, "INSTALLATION OF HIGHWAY TRAFFIC SIGNALS". FURNISH AND INSTALL THE MATERIALS NECESSARY FOR A FULLY FUNCTIONAL CLOSED LOOP SYSTEM AS SHOWN ON THE PLANS.
20. INSTALL A CONCRETE WALKWAY FROM THE END O . CURB RAMP OR EDGE OF PAVEMENT TO THE TRAFF . POLE FOUNDATION TO PROVIDE ACCESS TO THE PEDESTRIAN PUSH BUTTON(S). PERFORM THIS WORKING ACCORDANCE WITH ITEM 531, "SIDEWALKS"

Specification Items	Description	Not Req.	Req.	State Req.
1	VIVDS Configuration		X	
	Cameras, Connection & Mounting Hardware		X	
	VIVDS Processor Unit		X	
	Field Setup Computer (Required) (laptop)	X		
	Field Setup Video Monitor-(Controller		X	
	Field Communication Link		X	
3	Functional Capabilities			
	System Software		X	
4	Vechicle Detection			
	Detection Zone Video Taping	X		
5	VIVDS Processor Unit			
	Provide both TS1 and TS2 Interfaces		X	
6	Camera Assembly			
	Camera Interfaces Panel		X	
7	Field Communication Link			
	Lighting and Transient Surge		X	
	Supression Devices			
9	Temporary Use and Retesting		X	
10	Operation from Central Control		X	
	Telephone Interconnection		X	
	Operation from Central Control		X	
	ISDN Interconnect		X	
11	Installation and Training		X	

All other items specifically listed in this table are required. When shown in the plans, remove and deliver all temporary VIVDS equipment to the department's Signal Shop, 702 FM 1959, Houston, Texas, or as Directed by the Department Engineer.

△ CO No. 2 – Replacement Sheet No. 125

STATE OF TEXAS
FRANK H. OLSHEFSKI
61292
REGISTERED
PROFESSIONAL ENGINEER

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TRAFFIC SIGNAL NOTES

SHEET 2 OF 2

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			125
STATE	DIST.	COUNTY	
TEXAS	HOU	HARRIS	
CONT.	SECT.	JOB	HIGHWAY NO.
0912	71	427	BROWN/HUFSMITH

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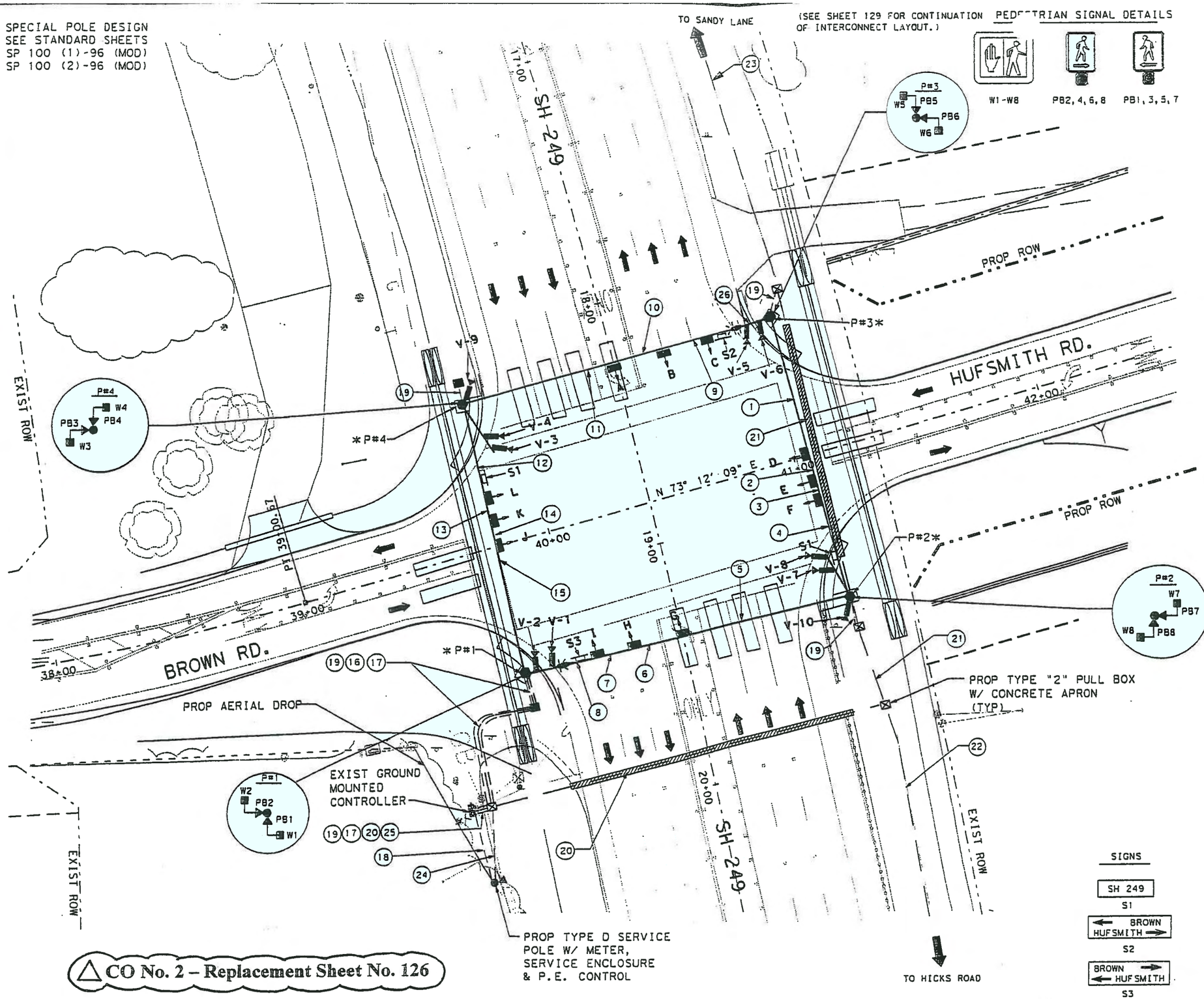
* SPECIAL POLE DESIGN
SEE STANDARD SHEETS
SP 100 (1)-96 (MOD)
SP 100 (2)-96 (MOD)



△ CO No. 2 – Replacement Sheet No. 126

LEGEND

- PROP PULL BOX (TY 2) W/APRON
- PROP PULL BOX (TY D) W/APRON
- EXIST GROUND MOUNTED CONTROLLER
- PROP STEEL STRAIN POLE
- PROP LUMINAIRE
- PROP SIGNAL HEAD
- PROP CONDUIT
- PROP CONDUIT (JACK AND BORE)
- INTERCONNECT CONDUIT
- PROP TYPE D SERVICE POLE W/ METER, SERVICE ENCLOSURE & P.E. CONTROL
- VIDEO CAMERA
- PEDESTRIAN SIGNAL
- PEDESTRIAN PUSH BUTTON
- DETECTION ZONE

PROPOSED SIGNAL HEADS
(12" L.E.D. SIGNALS W/ BACKPLATES)

12" HORIZONTAL — R Y G — B, C, E, F, H, I, K, L

12" HORIZONTAL — R R G — LEFT TURN SIGNAL — A, D, G, J

STATE OF TEXAS
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61292
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TRAFFIC SIGNAL LAYOUT

SHEET 1 OF 1

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			126
STATE	DIST.	COUNTY	
TEXAS	HOU	HARRIS	
CONT.	SECT.	JOB	HIGHWAY NO.
0912	71	427	BROWN/HUFSMITH

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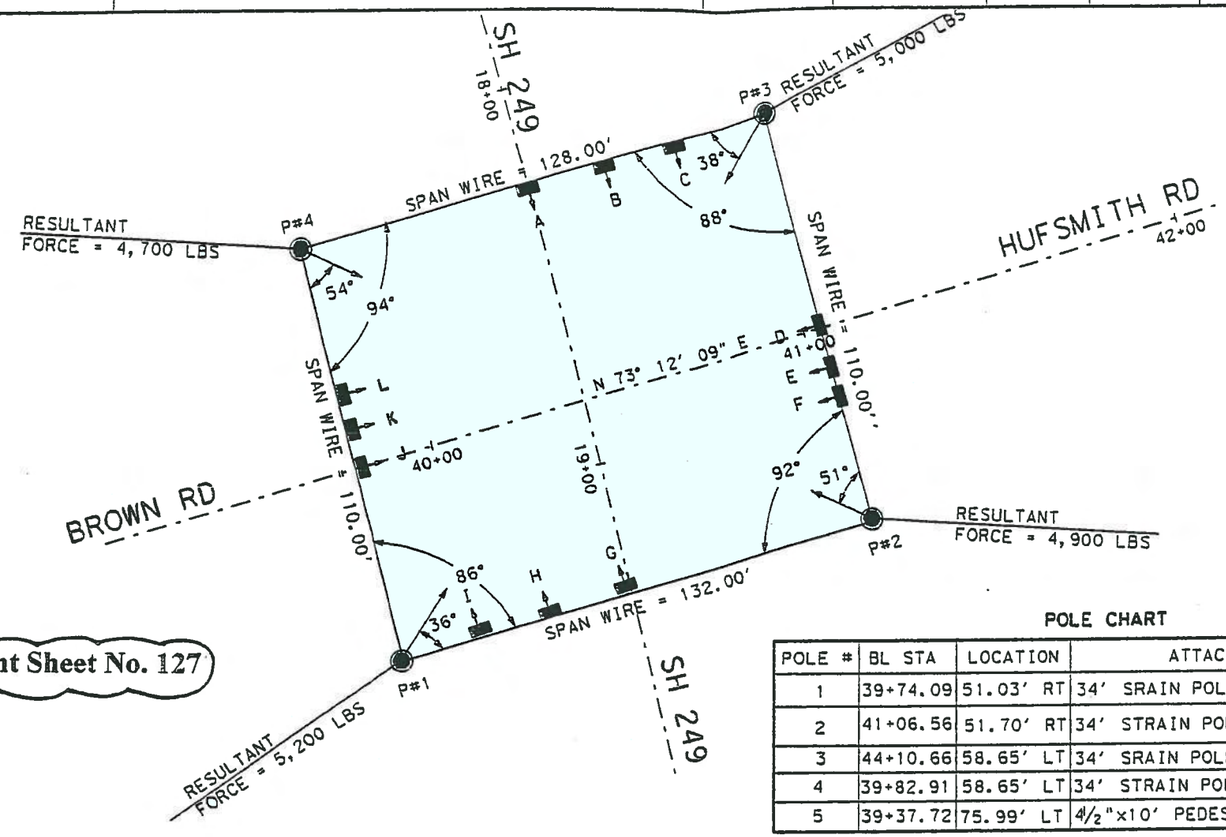
ELECTRIC SERVICE DATA										
SHEET NO.	ELECTRICAL SERVICE DESCRIPTION (SEE ED (4) & (5) - 03)	SERVICE CONDUIT SIZE	SERVICE CONDUCTORS NO./SIZE	SAFETY SWITCH AMPS	MAIN CKT. BRK. POLE/AMP	TWO-POLE CONTACTOR AMPS	PANEL/BD LOADCENTER AMP RATING	CIRCUIT NO.	BRANCH CKT. BRK. POLE/AMPS	KVA LOAD
	ELC SRV TY D 120/240 070 (NS) SS (E) SP (O)	1 1/4"	3/#4	N/A	2P/70	30	100	T.S. LIGHTING	1P/50 2P/15	<7.1



△ CO No. 2 – Replacement Sheet No. 127

LEGEND

- PROP STEEL STRAIN POLE
- PROP LUMINAIRE
- FUTURE SIGNAL HEAD

CAMERA CHART

CAMERA	DETECTION
V-1	WB LEFT
V-2	SB THRU
V-3	NB LEFT
V-4	WB THRU
V-5	EB LEFT
V-6	NB THRU
V-7	SB LEFT
V-8	EB THRU
V-9	SB MAINLANES
V-10	NB MAINLANES

POLE CHART

POLE #	BL STA	LOCATION	ATTACHMENTS
1	39+74.09	51.03' RT	34' SRAIN POLE WITH LUMINAIRE
2	41+06.56	51.70' RT	34' STRAIN POLE W/LUMINAIRE MAST ARM
3	44+10.66	58.65' LT	34' SRAIN POLE WITH LUMINAIRE
4	39+82.91	58.65' LT	34' STRAIN POLE W/LUMINARE MAST ARM
5	39+37.72	75.99' LT	4 1/2"x10' PEDESTAL POLE

ELECTRICAL SCHEDULE

		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26
POWER	#4XHHW																		3								
GROUND	#6 BARE																1	1			1	1	1		1	1	
GROUND	#4 BARE																		1								
LUMINAIRE	TRAY CABLE (4 CONDR) (12 AWG)	1	1	1	1	1	1	1	1								2								2		
VIVDS	RG-59 COAXIAL	2	2	2	2	5	5	5	5				3	3	3	3		10									
	#16/3C VIVDS POWER	2	2	2	2	5	5	5	5				3	3	3	3		10									
VEHICLE SIGNAL	7/C #12		1	3	2	2	3	5	4	2	1	2	2	4	3	4	8									8	
COMMUNICATION CABLE	25-PAIR COMM #22 (PROP)																				1	1		1			
	25-PAIR COMM #22 (EXIST)																				1		1				
	CONDUIT																										
	2" SCH 80 PVC (EXIST)																						1	1			
	2" SCH 80 PVC (PROP)																		1		1	1			1		
	3" SCH 80 PVC (PROP)																	1		1							
	4" SCH 80 PVC (PROP)																1									1	
PEDESTRIAN SIGNAL	4/C #12	1	1	1	1	2	2	2	2	1	1	1	2	2	2	2	4									4	1
PUSH BUTTONS	2/C #12	1	1	1	1	2	2	2	2	1	1	1	2	2	2	2	4									4	1

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20 10 0 20 40

SCALE 1" = 40'

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TRAFFIC SIGNAL CHARTS

SHEET 1 OF 1

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			127
STATE	DIST.	COUNTY	
TEXAS	HOU	HARRIS	
CONT.	SECT.	JOB	HIGHWAY NO.
0912	71	427	BROWN/HUFSMITH

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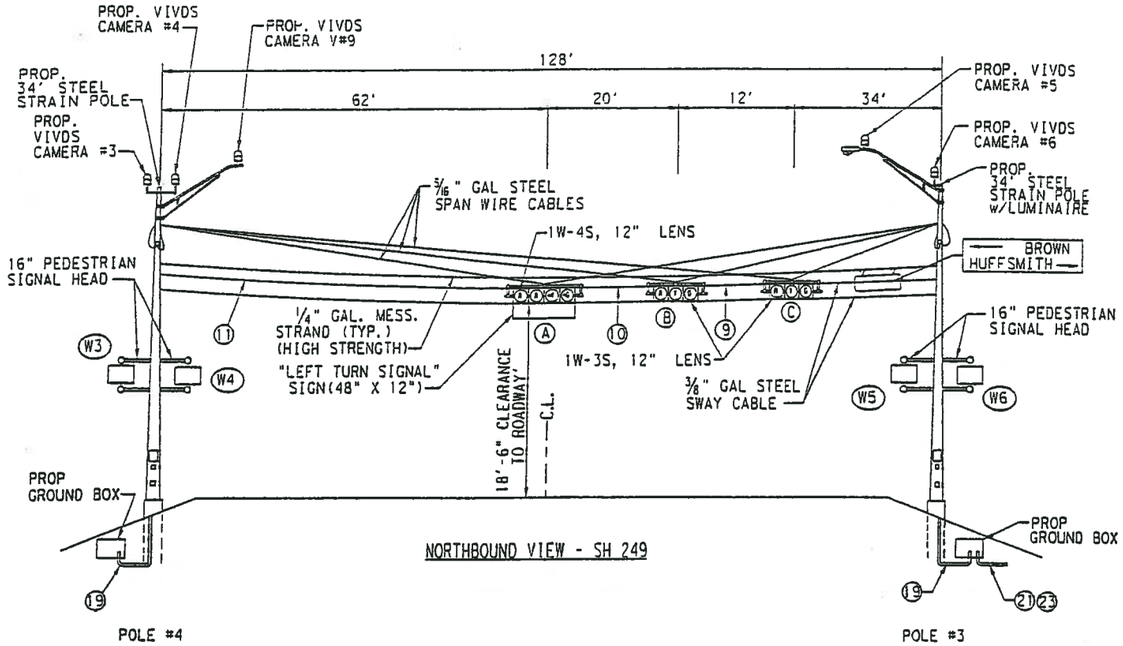

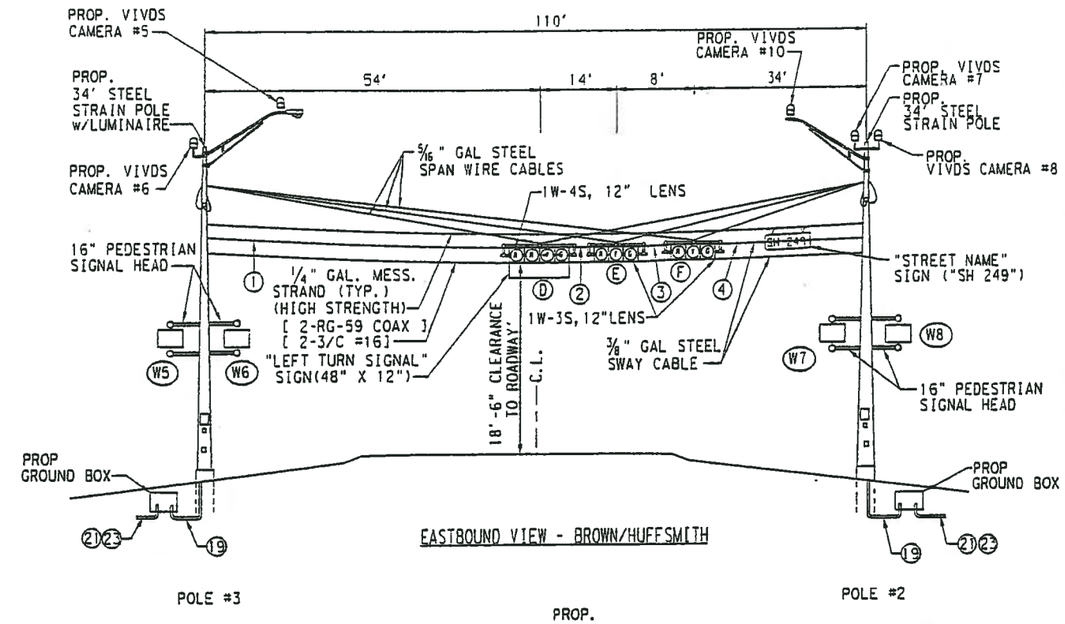

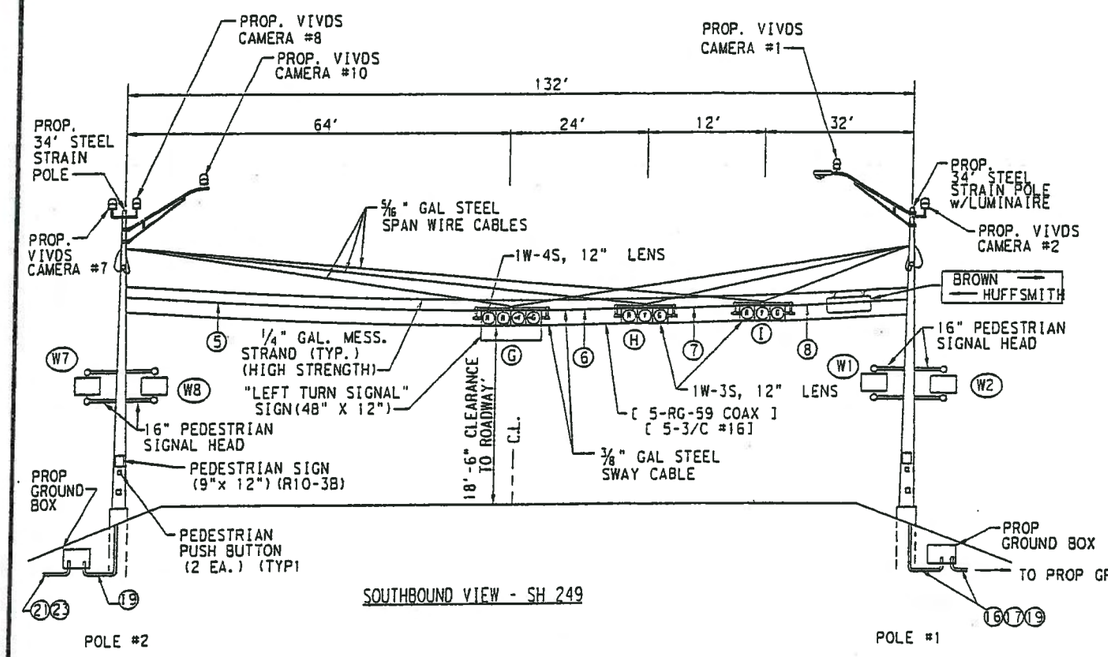

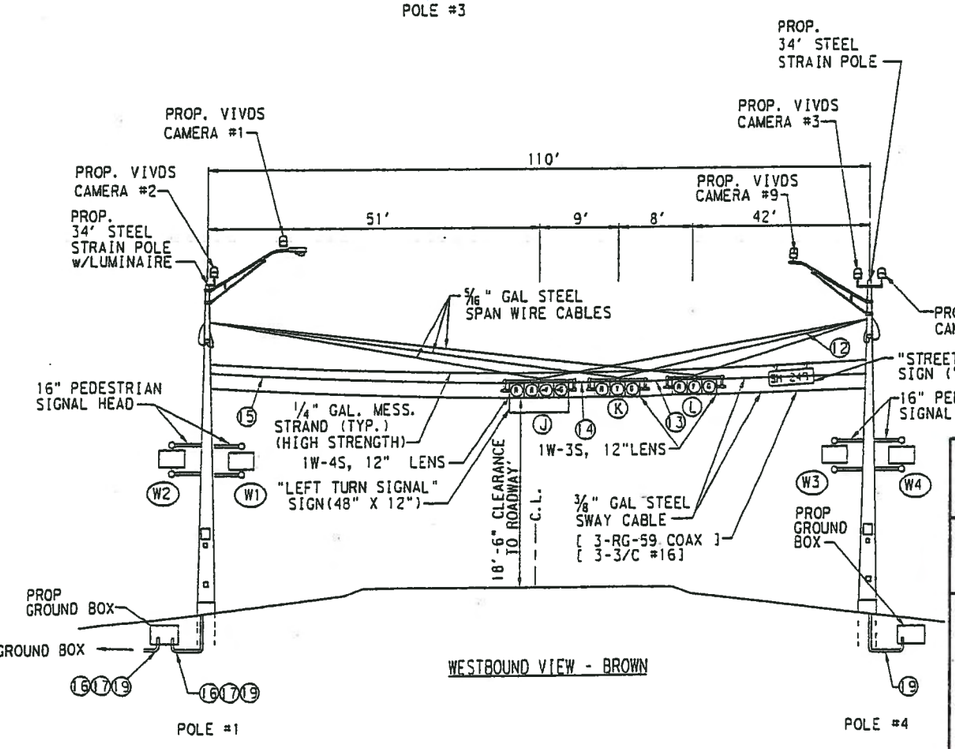

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NOTES: DIMENSIONS SHOWN BETWEEN SIGNAL HEADS ARE APPROXIMATE AND MAY VARY DUE TO FIELD CONDITIONS.

ALL PULL BOXES SHALL HAVE CONCRETE APRON.

△ CO No. 2 – Replacement Sheet No. 128

NOTE: REFER TO ELECTRICAL SCHEDULE FOR RUN DESIGNATION (SEE TRAFFIC SIGNAL CHART)

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TRAFFIC SIGNAL ELEVATIONS

SHEET 1 OF 1

FED. RD. DIV. NO.	PROJECT NO.		SHEET NO.
6			128
STATE	DIST.	COUNTY	
TEXAS	HOU	HARRIS	
CONT.	SECT.	JOB	HIGHWAY NO.
0912	71	427	BROWN/HUFSMITH

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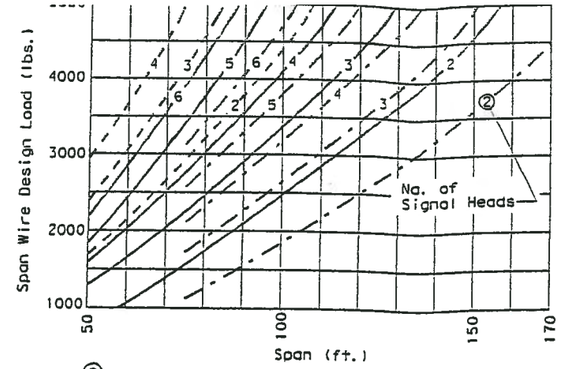
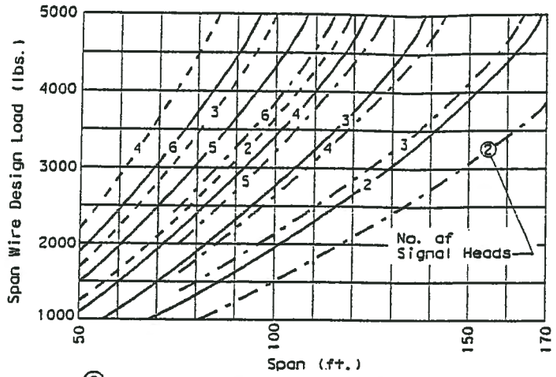
STRAIN POLE DESCRIPTION	Pole Type	Foundation Type	Maximum Permissible Span Wire Load (lbs.)
26' Pole	A	36-A	4900
30' Pole	B	36-A	4300
30' Pole with Lum.	B	36-A	4000
30' Pole with 20' Mast Arm	C	36-B	4400
30' Pole with 24' Mast Arm	C	36-B	4000
30' Pole with 28' Mast Arm	C	36-B	3600
30' Pole with 32' Mast Arm	C	36-B	3300
30' Pole with 36' Mast Arm	C	36-B	2900
30' Pole with 20' Mast Arm & Lum.	C	36-B	4100
30' Pole with 24' Mast Arm & Lum.	C	36-B	3800
30' Pole with 28' Mast Arm & Lum.	C	36-B	3400
30' Pole with 32' Mast Arm & Lum.	C	36-B	3000
30' Pole with 36' Mast Arm & Lum.	C	36-B	2500
34' Pole	D	36-B	5200
34' Pole with Lum.	D	36-B	4900

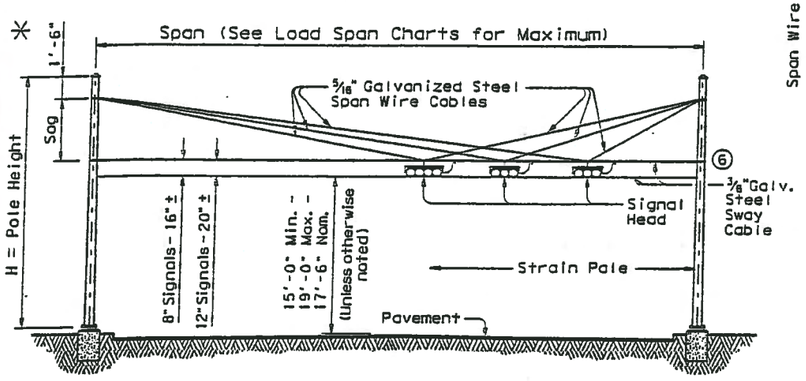
② Numbers on charts indicate the number of signal heads on the span. The total span wire design load is based on one 5-section head and one or more additional 3-section head(s). Design wind pressures on cables are assumed as 1.6 lb/ft. Weight of span wire cables (one per signal head) is assumed as 0.65 lb/ft which includes an allowance for conductor cables and miscellaneous hardware. The effect of the sway cable on load distribution is ignored as it is assumed to break at design wind conditions. When a pole supports 2 spans, the span wire design loads for both spans should be added vectorially to determine the design load for that pole.



② SIGNALS WITH 12-INCH LENS



② SIGNALS WITH 8-INCH LENS



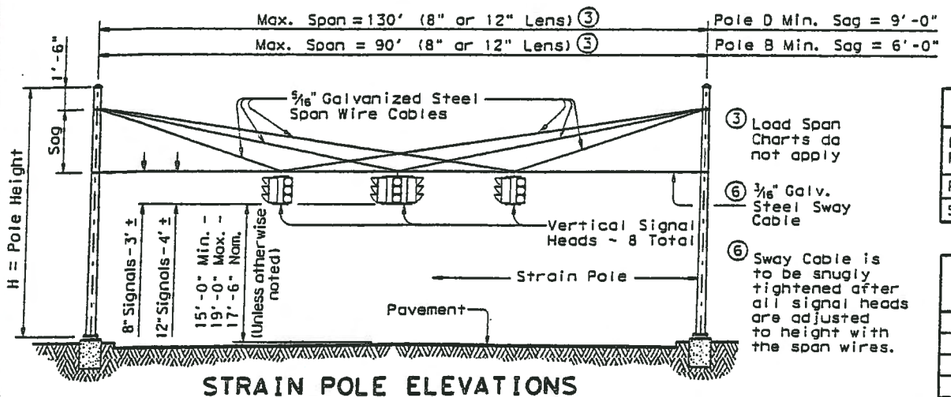
STRAIN POLE ELEVATIONS
HORIZONTAL SIGNALS

Signal Head Type	Wt. Per Head	Wind Area ◆
5-Section, 12" Lens	125 lbs	9.6 sq. ft.
5-Section, 8" Lens	70 lbs	4.8 sq. ft.
3-Section, 12" Lens	75 lbs	5.64 sq. ft.
3-Section, 8" Lens	45 lbs	3.0 sq. ft.

◆ Effective projected design wind area (actual area times drag coefficient)

- - - - - - - Sag = 4'-6" (26' or 30' Pole)
——————— Sag = 8'-0" (30' or 34' Pole)
— · — · — Sag = 11'-6" (34' Pole)

⑤ Thickness shown are minimum, thicker materials may be used.



③ Load Span Charts do not apply

⑥ 3/16" Galv. Steel Sway Cable

⑥ Sway Cable is to be snugly tightened after all signal heads are adjusted to height with the span wires.

STRAIN POLE ELEVATIONS
VERTICAL SIGNALS
(Mast arms are not used with vertical signals)

MATERIALS	
Round Shafts or Polygonal Shafts	ASTM A595 GR A, ASTM A570 GR50, ASTM A607 GR50, ASTM A572 GR50 or A36M50
Plates ⑦	ASTM A36 OR A572 GR50 OR A595 GR A OR A36M50
Steel Cable	ASTM A475, 7 Wire, Utilities Grade

⑦ Any of the materials listed for plates may be used where the drawings do not specify a particular ASTM designation.

Pole Type	ROUND POLES D_B in.	ROUND POLES D_T in.	ROUND POLES (5)thk in.	ROUND POLES H ft.	POLYGONAL POLES D_B in.	POLYGONAL POLES D_T in.	POLYGONAL POLES (5)thk in.	POLYGONAL POLES H ft.
A	12.5	8.9	.239	26	13.0	9.0	.239	26
B	13.5	9.3	.239	30	14.0	9.0	.239	30
C	15.5	11.3	.239	30	16.0	11.0	.239	30
D	15.5	10.7	.239	34	16.0	11.0	.239	34
✳ SPL					16.0	11.0	.312	34

D_B = Pole Base O.D. D_T = Pole Top O.D. H = Pole Height

△ CO No. 2 – Replacement Sheet No. 141

SHIPPING PARTS LIST

Poles (Without Traffic Signal Arm)

Pole Type	Strain poles with Luminaire: Ship each pole with the following hardware attached: handhole at base, pole cap, 2 clamp-on simplex and 1 pipe plug.			Strain poles without Luminaire: Ship each pole with the following hardware attached: handhole at base, pole cap and 1 pipe plug.		
	Description	Designation	Quantity	Description	Designation	Quantity
A				26' Strain Pole	SP 26 A-100	
B	30' Strain Pole	SPL 30 B-100		30' Strain Pole	SP 30 B-100	
D	34' Strain Pole	SPL 34 D-100		34' Strain Pole	SP 34 D-100	
✳ SPL	34' Strain Pole	SPL 34 D-100L-8	2	34' Strain Pole	SP 34 D-100L-8	2

Poles (With Traffic Signal Arm)

Pole Type	Strain poles with Luminaire: Ship each pole with the following hardware attached: handhole at base, pole cap, clamp-on simplex and 3 pipe plugs.			Strain poles without Luminaire: Ship each pole with the following hardware attached: handhole at base, pole cap and 3 pipe plugs.		
	Description	Designation	Quantity	Description	Designation	Quantity
C	30' SPw/TS Arm	SPL 30 C-100		30' SPw/TS Arm	SP 30 C-100	

Traffic Signal Arms (For Type C poles)

Nominal Arm Length	Type I Arm (1 Signal): Ship each Type I Arm with the following hardware attached: 2 CGB Connectors, 1 clamp with bolts and washers		Type II Arm (2 Signals): Ship each Type II Arm with the following hardware attached: 1 Bracket Assembly ①, 3 CGB Connectors and 1 clamp with bolts and washers		Type III Arm (3 Signals): Ship each Type III Arm with the following hardware attached: 2 Bracket Assemblies ①, 4 CGB Connectors and 1 clamp with bolts and washers	
ft.	Designation	Quantity	Designation	Quantity	Designation	Quantity
20	20I-100					
24	24I-100		24 II-100			
28	28I-100		28 II-100			
32			32 II-100		32 III-100	
36			36 II-100		36 III-100	

Anchor Bolt Assemblies (1 per pole)

Anchor Bolt Diameter	Anchor Bolt Length	Templates may be removed for shipment. Quantity
1 3/4"	3'-10"	
2"	4'-3"	4

Luminaire Arms

Nominal Arm Length	Quantity
8' Arm	4

Each Anchor Bolt Assembly consists of the following: Top and Bottom templates, 4 anchor bolts, 8 nuts, 8 flat washers, 4 lock washers and 4 nut anchor devices (Type 2) per Standard Drawing "TS-FD".

① Supply Option "A" unless otherwise noted. See Sheet "DMA-100"

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY FRANK H. OLSHEFSKI PE 61292 ON

DATE: 4/17/09

Frank H. Olshefski

SHEET 1 OF 2

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL SUPPORT STRUCTURES STRAIN POLE ASSEMBLIES

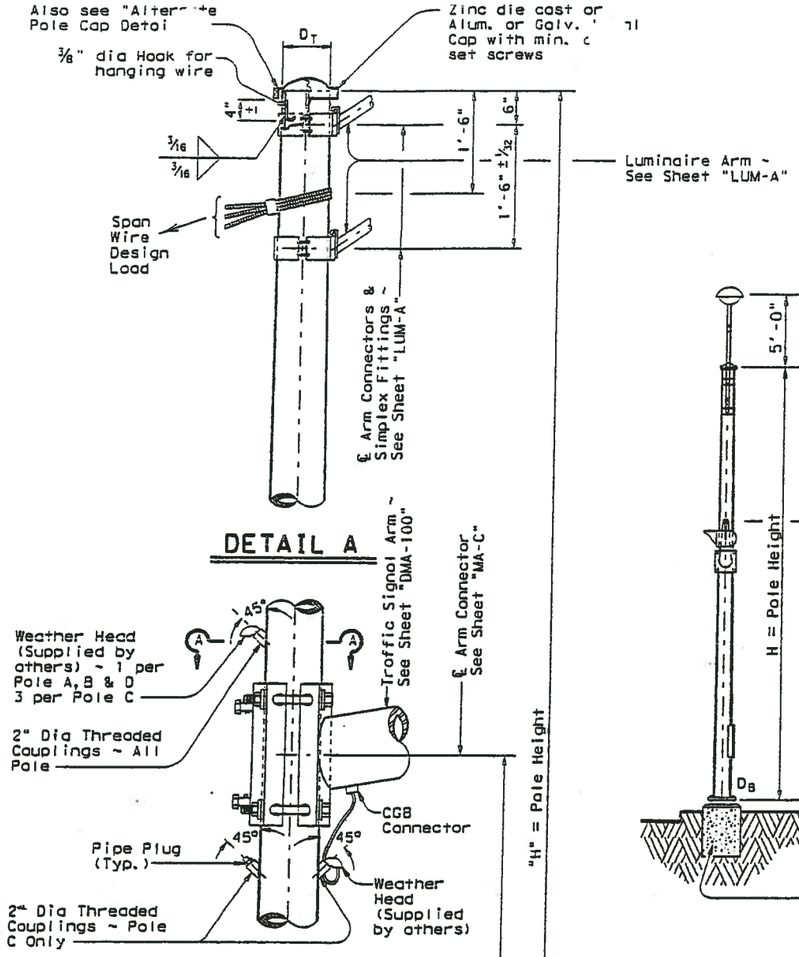
(100 MPH WIND ZONE)

(MOD) SP-100(1)-96

FILE: SP100.DGN	DN: MS	CK: JSY	DW: BR	CK: JSY	FED. RD. DIV.	FED. AID PROJECT	SHEET
©TxDOT March 1996	DIST	FED. RD.	FEDERAL AID PROJECT				
REVISIONS 6-96		6					141
	COUNTY			CONTROL	SECT	JOB	HIGHWAY
	HARRIS			0912	71	427	CS

121A

The use of this standard is governed by the "Texas Engineering Practice Act". No warranty of any kind is made by TxDOT for any purpose whatsoever. TxDOT assumes no responsibility for the conversion of this standard to other formats or for incorrect results or damages resulting from its use.

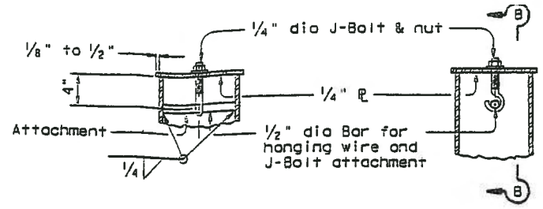


DETAIL A

DETAIL B

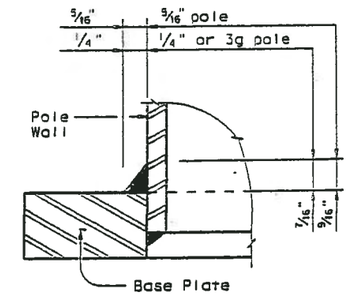
DETAIL C

POLE ELEVATION

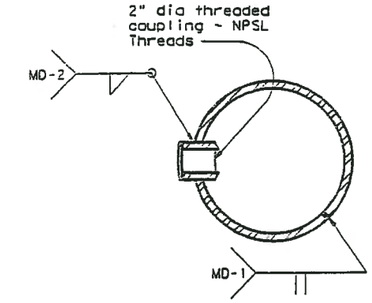


SECTION B-B

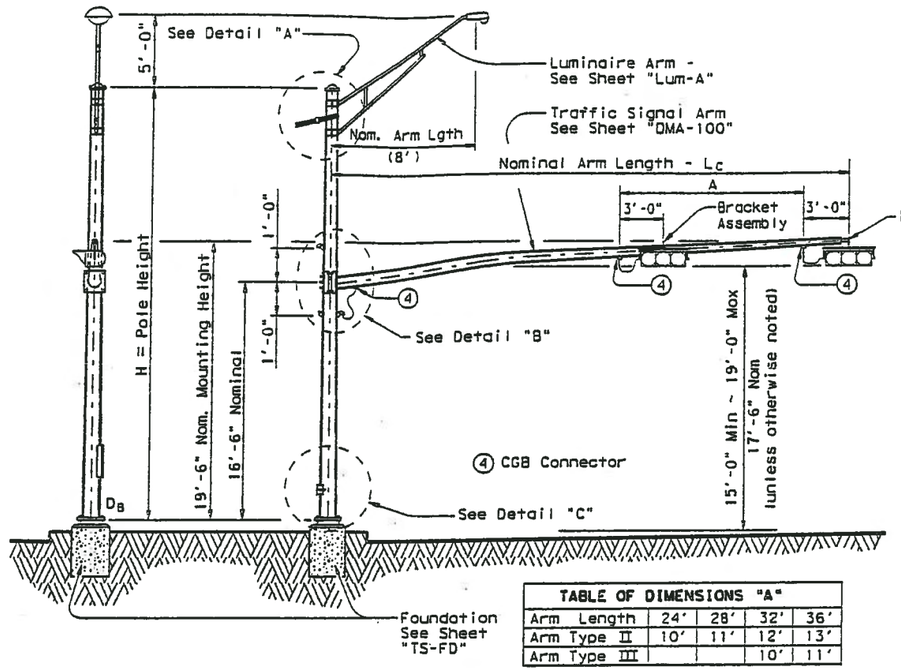
ALTERNATE POLE CAP DETAIL



DETAIL E

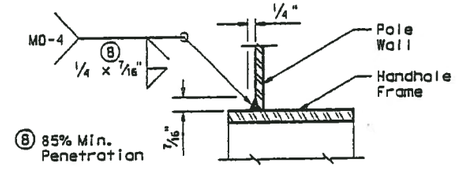


SECTION A-A

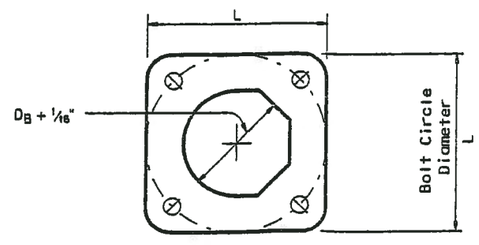


STRUCTURE ASSEMBLY

TABLE OF DIMENSIONS "A"				
Arm Length	24'	28'	32'	36'
Arm Type II	10'	11'	12'	13'
Arm Type III			10'	11'



DETAIL D



BASE PLATE PLAN

Foundation Type	Anchor Bolt Diameter	Bolt Hole Diameter	Bolt Circle Diameter	Base PL Dim. L x T
* 36-B	2"	2 1/4"	21"	21" x 2 1/2"
36-A	1 3/4"	2"	19"	19" x 1 3/4"
36-B	2"	2 1/4"	21"	21" x 2"

GENERAL NOTES:

Design conforms to 1994 AASHTO Standard Specifications for Structural Supports for Highway Signs, Luminaires, and Traffic Signals and Interim Specifications thereto. Design Wind Speed equals 100 mph plus a 1.3 gust factor. The maximum permissible span wire design loads tabulated are calculated at a stress load of 1.4 times the basic allowable stress. A simultaneous wind on the pole, mast arm, and luminaire is also included.

See standard sheet "DMA-100" for details of clamp-on traffic signal arms, sheet "MA-C" for traffic signal arm connection details, sheet "LUM-A" for luminaire arm and connection details, and sheet "TS-FD" for anchor bolt and foundation details.

Fabrication shall be in accordance with the Specifications and with the details, dimensions, and weld procedures shown herein. Weld references call for preapproved weld procedures which the Fabricator must obtain prior to fabrication. Materials, fabrication tolerances, and shipping practices shall meet the requirements of this sheet and the Specifications.

Unless otherwise noted, all parts shall be galvanized in accordance with the Specifications.

Special design require submission of shop drawings in accordance with the item "Steel Structures".

△ CO No. 2 – Replacement Sheet No. 142

STATE OF TEXAS
FRANK H. OLSHEFSKI
61292
REGISTERED PROFESSIONAL ENGINEER

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY FRANK H. OLSHEFSKI PE 61292 ON

DATE: 4/17/09

SHEET 2 OF 2

Texas Department of Transportation
Traffic Operations Division

TRAFFIC SIGNAL SUPPORT STRUCTURES STRAIN POLE ASSEMBLIES

(100 MPH WIND ZONE)

(MOD) SP-100(2)-96

FILE: SP100.DGN	DN: MS	CK: JSY	DW: BR	CK: JSY	REQ:
©TxDOT March 1996	DIST	FED RD	FEDERAL AID PROJECT		SHEET
REVISIONS 6-96		6			
	COUNTY		CONTROL	SECT	JOB	HIGHWAY
	HARRIS		0912	71	427	CS

1218

C.O. #3

$15,149.99
Brown Road

Texas Department of Transportation

June, 7, 2010

CONTACT:NHAE

Harris County
Control: 0912-71-427
Project: STP 99(25)
Highway: CS

RECEIVED
JUN 08 2010
By

Mark A. McClure, P.E.
City of Tomball
Director of Engineering & Planning
501 James Street
Tomball, Texas 77375

Dear Sir:

Enclosed for your review and approval are four-(4) copies of the Form CO, covering Change Order Request No. 3 to the referenced project. Also enclosed is an executed copy of the Construction Memorandum, which explains this proposed Change Order.

After you have executed all four-(4) copies of the Form CO, please return them to this office for further handling and processing.

If you should have any questions concerning this matter, please contact this office at 281-319-6400.

Sincerely,

Douglas G. Stephens, P.E.
Area Engineer
Houston District

DGS:bho

Texas Department of Transportation

MEMORANDUM

TO: Mr. Clifford W. Halvorsen, P.E.

DATE: June 22, 2010

FROM: Douglas G. Stephens, P.E.

Originating Office
Houston District
NHAE

SUBJECT:
Project: **STP 99(25)**
CSJ: **0912-71-427**
Highway: **CS**
County: **Harris**

Submitted with this memorandum is the Form CO covering Change Order Request No. 3 to the referenced project. This change provides for the addition of one-(1) item of work to the contract.

The project calls for the construction of a non-freeway facility consisting of two lanes at a new location. However, as addressed in previously approved Change Order No. 2, project completion was delayed due to an error in the plans involving traffic signal poles. The poles detailed in the plans were inadequate compared to the span length required for the intersection of SH 249 & Brown/Huffsmith Road. Work at the intersection was halted until the "Specialty Poles" (heavier gauge) could be produced and delivered. Some additional project work was still being performed at this time but due to the need to evaluate signal pole problem, the time involved in manufacturing/delivering the new poles, installing the new poles and then the testing period for signal configuration, a total of eleven-(11) months had elapsed (Feb. 09 to Dec. 09). Change Order No. 2 compensated for an additional 3.35-months of Item 502, Barricades, Signs And Traffic Handling plus added Time Extension No. 1 (47-days) to the contract but the project perimeter barricades (directional & information) were required to remain in place until the signal pole installation was completed.

Therefore, in order to compensate the Contractor for these additional required sign rentals, proposed Change Order No. 3 adds Item 9608, Unique CO Item 2 (Sign Rentals) to the contract for a total of thirteen-(13) signs. The Contractors price submittal/invoices are included to compensate the contractor for actual costs incurred with only the one-(1%) percent bond cost added to the total cost.

The revision covered by this proposed change order is estimated to result in an overrun of the funds authorized for this contract in the amount of $13,648.64. As reflected by the endorsement of the Form CO-AFA, the City of Tomball has reviewed and approved the work covered by this change and has agreed to participate in the costs of the revisions in accordance with the terms of the "Surface Transportation Program-Metropolitan Mobility Rehabilitation" agreement.

Additionally, in accordance with the Agreement the Federal share of the funds for this contract shall not exceed eighty-(80%) percent of the project costs and that all other additional costs associated with project will be the responsibility of the City of Tomball. Therefore, since the Federal share has been depleted, the City of Tomball is now responsible for one/hundred-(100%) percent of the funds required by proposed Change Order No. 3. The City of Tomball's participation will be $13,648.64, plus 11% for engineering and contingencies $1,501.35, bringing the total City of Tomball contribution to $15,149.99. Your review and further handling of this proposed change order is requested.

If you should have any questions concerning this matter, please contact this office at 281-319-6400.

P.E.
Area Engineer

DGS:bho

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 3

Advance Funding Agreement (Third Party Funding) Information

100% of $13,648.64 (Net Overrun)

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT.

CCSJ:	912-71-427
Project:	STP 99 (25)
Highway:	CS
Limits:	From SH 249 to Quinn Road.
City CIP No:	
County:	Harris
District:	Houston
Contract Number:	12073022

1. Outside funding provided by:

City of Tomball
(Outside Entity's Legal Name)

2. Type of outside funding agreement for this change:

☑ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount: _____)

☑ Actual Cost (Estimated Amount: $15,149.99)

(a) Contract Items (Bid Items):			$13,648.64
(b) E&C*:	(a) x 11.00% (enter %)	=	$1,501.35
Subtotal			$15,149.99
(c) Indirect Cost**:	(a + b) x 0.00% (enter %)	=	$0.00
TOTAL			$15,149.99

Use as needed:

I hereby approve the modifications covered by Form CO for this Change Order and agree to finance the additional costs, if any, as reflected by this form.

Advance Funding Date _____

By _____

_____
Typed/Printed Name

_____
Typed/Printed Title

* The percentage (%) for E&C (Engineering and Contingencies) charges varies from project to project from approximately 6% to 11% depending on the contract amount of the project. Projects with higher contract amount will have the lower rate of E&C charge. For a specific project, E&C rate (%) can be derived from the cost of "Engineering and Contingencies" in the "Estimated Cost" of the project.

** Use the statewide district rate as established by Finance Division each year. This line is for Service Project only, unless otherwise specified in the Advance Funding Agreement. See Stand Alone Manual Notice 98-2 for instructions.

Advance Funding for this Change Order has been arranged:

_____
District Engineer Date

Typed/Printed Name: Delvin Dennis, P.E.

TXDOT Form CO-AFA (Rev. 5-2003) (Modified for Houston District use, 10/03)

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 3

Advance Funding Agreement (Third Party Funding) Information

100% of $13,648.64 (Net Overrun)

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County:	**Harris**
District:	**Houston**
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City of Tomball
(Outside Entity's Legal Name)

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☑ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount: _____)

☑ Actual Cost (Estimated Amount: **$15,149.99**)

(a) Contract Items (Bid Items):			**$13,648.64**
(b) E&C*:	(a) x 11.00% (enter %)	=	**$1,501.35**
Subtotal			**$15,149.99**
(c) Indirect Cost**:	(a + b) x 0.00% (enter %)	=	**$0.00**
TOTAL			**$15,149.99**

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Typed/Printed Name

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Typed/Printed Title

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TXDOT Form CO-AFA (Rev. 5-2003) (Modified for Houston District use, 10/03)

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 3

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Highway:	CS
Limits:	From SH 249 to Quinn Road.
City CIP No:	
County:	Harris
District:	Houston
Contract Number:	12073022

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City of Tomball
(Outside Entity's Legal Name)

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☑ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

☐ Fixed Price (Lump Sum) (Estimated Amount: _____)

☑ Actual Cost (Estimated Amount: $15,149.99)

(a) Contract Items (Bid Items):			$13,648.64
(b) E&C*:	(a) x 11.00% (enter %)	=	$1,501.35
Subtotal			$15,149.99
(c) Indirect Cost**:	(a + b) x 0.00% (enter %)	=	$0.00
TOTAL			$15,149.99

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Advance Funding Date _____

By _____

_____
Typed/Printed Name

_____
Typed/Printed Title

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Advance Funding for this Change Order has been arranged:

_____
District Engineer Date

Typed/Printed Name: Delvin Dennis, P.E.

TXDOT Form CO-AFA (Rev. 5-2003) (Modified for Houston District use, 10/03)

TEXAS DEPARTMENT OF TRANSPORTATION

CONSTRUCTION CONTRACT CHANGE ORDER NUMBER: 3

Advance Funding Agreement (Third Party Funding) Information

100% of $13,648.64 (Net Overrun)

This form is used when the subject change order involves funding by a source other than TxDOT/U.S. DOT.

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County:	Harris
District:	Houston
Contract Number:	12073022

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City of Tomball
(Outside Entity's Legal Name)

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☑ Existing ☐ Amended ☐ New
[Check one]

3. Indicate the type and amount of funding:

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☑ Actual Cost (Estimated Amount: **$15,149.99**)

(a) Contract Items (Bid Items):			**$13,648.64**
(b) E&C*:	(a) x 11.00% (enter %)	=	**$1,501.35**
Subtotal			**$15,149.99**
(c) Indirect Cost**:	(a + b) x 0.00% (enter %)	=	**$0.00**
TOTAL			**$15,149.99**

Use as needed:

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By _____

_____
Typed/Printed Name

_____
Typed/Printed Title

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Advance Funding for this Change Order has been arranged:

_____
District Engineer Date

Typed/Printed Name: Delvin Dennis, P.E.

TXDOT Form CO-AFA (Rev. 5-2003) (Modified for Houston District use, 10/03)

SiteManager
Construction Management Software

CHANGE ORDER NBR. 3

REPORT DATE: 06/03/10

CONTRACT ID:	091271427	**HIGHWAY:**	CS
PROJECT:	STP 99(25)	**DISTRICT:**	12
CONTRACT:	12073022	**COUNTY:**	HARRIS
AWARD AMOUNT:	$1,833,442.16	**AREA ENGINEER:**	Douglas G. Stephens
PROJECTED AMOUNT:	$1,833,442.16	**AREA NUMBER:**	056
CONTRACTOR:	HASSELL CONSTRUCTION COMPANY, INC.		

Functions:

- [x] Extra Work
- [ ] Force Account
- [ ] Zero Dollar
- [ ] Final Quantity
- [ ] Overrun/Underrun
- [ ] Change Project Limits
- [ ] Time Adjustment
- [ ] Delete/Add CSJ

CO AMOUNT:	$13,648.64	**DESCRIPTION:**	Sign Rentals
CO TYPE:	STATE LETTER OF AUTH - NON- PART	**REASON:**	1B - 1B-INCORRECT PS&E (CONSULTANT DESIGN)
3RD PARTY AMOUNT:	$13,648.64	**SECONDARY REASON(S):**	
APPRV LEVEL:	Area Engineer		

DESCRIBE THE REASON FOR THE CHANGE ORDER AND WHAT IS BEING CHANGED. WHEN NECESSARY, INCLUDE EXCEPTIONS TO THIS AGREEMENT:

The project calls for the construction of a non-freeway facility consisting of two lanes on a new location. However, as addressed in previously approved Change Order No. 2, project completion was delayed due to an error in the plans involving traffic signal poles. The poles detailed in the plans were inadequate compared to the span length required for the intersection of SH 249 & Brown/Huffsmith Road. Work at the intersection was halted until the "Specialty Poles" (heavier gauge) could be produced and delivered. Some additional project work was still being performed at this time but due to the need to evaluate signal pole problem, the time involved in manufacturing/delivering the new poles, installing the new poles and then the testing period for signal configuration, a total of eleven-(11) months had elapsed (Feb. 09 to Dec. 09). Change Order No. 2 compensated for an additional 3.35-months of Item 502, Barricades, Signs And Traffic Handling plus added Time Extension No. 1 (47-days) to the contract but the project perimeter barricades (directional & information) were required to remain in place until the signal pole installation was completed.

Therefore, in order to compensate the Contractor for these additional required sign rentals, proposed Change Order No. 3 adds Item 9608, Unique CO Item 2 (Sign Rentals) to the contract for a total of thirteen-(13) signs. The Contractors price submittal/invoices are included to compensate the contractor for actual costs incurred with only the one-(1%) percent bond cost.

Additionally, in accordance with the Agreement "Surface Transportation Program - Metropolitan Mobility Rehabilitation" the Federal share of the funds for this contract shall not exceed eighty-(80%) percent of the project costs and that all other additional costs associated with project will be the responsibility of the City of Tomball who is responsible for the remaining twenty-(20%) percent of the costs. Therefore, since the Federal share has been exhausted, the City of Tomball is now responsible for one/hundred - (100%) percent of the funds required by proposed Change Order No. 3.

ADDITIONAL TIME NOT NEEDED

"By signing this change order, the contractor agrees to waive any and all claims for additional compensation due to any and all other expenses; additional changes for time, overhead and profit; or loss of compensation as a result of this change and that this agreement is made in accordance Item 4 and the Contract. Exceptions should be noted in explanation above."

THE CONTRACTOR

BY: _____ **DATE**

TYPED/PRINTED NAME: _____ **DATE**

TYPED/PRINTED TITLE: _____ **DATE**

AREA ENGINEER: P.E. 6/4/2010 **DATE**

AREA ENGINEER'S SEAL:

STATE OF TEXAS
DOUGLAS STEPHENS
65442
REGISTERED
PROFESSIONAL ENGINEER

DISTRICT ENGINEER: _____ **DATE**

DIRECTOR, CONSTRUCTION DIVISION: _____ **DATE**

AED For Eng. Operations: _____ **DATE**

FHWA: _____ **DATE**

CONTRACT ID 091271427

CHANGE ORDER NBR. 3

CONTRACT ITEMS

PROJECT NBR 091271427

CATG NBR	LINE ITEM	ITEM CODE	SP NBR	DESCRIPTION	UNIT	UNIT PRICE	ORIG + PREV REV QTY	QTY THIS CO	NEW QTY	AMOUNT THIS CO
001	0226	96082002		UNIQUE CHANGE ORDER ITEM 2	DOL	13,648.64000	0.000	1.000	1.000	$13,648.64
		CO DESCR		CO No. 3 - SIGN RENTALS (UNIT = LS)						
		ADDTL CO DESCR 1		CO No. 3 - SIGN RENTALS (UNIT = LS)						

CHANGE ORDER AMOUNT $13,648.64

12211 DUNCAN ROAD
HOUSTON, TEXAS 77066
PH. 281-893-2570
FAX 281-580-9170
est.1976

April 12, 2010

TxDOT
North Harris Area Office
16803 Eastex Freeway
Houston, Texas 77396
Atten: Douglas Stephens, P.E

Re: **Harris County CS** **CJS# 0912-71-427**
Proj: STP 99(25) **HCCI 0801**

Dear Sir:

We respectfully request payment for the following items due to the project sitting idle while the traffic signal was revised:

Additional barricades	~~$18,700.00~~	13,513.50 x 1% =
Additional bond premium	~~$ 1,300.00~~	135.14
Project Mgr. hours w/vehicle	~~$ 2,709.08~~	
Total request	~~$22,709.08~~	13,648.64

Should you have questions, please call.

Sincerely,
HASSELL CONSTRUCTION CO., INC.

E.J. Rebecek
Executive Vice-President
Hassell Construction Co., Inc.

c:\data\winword\0801\0801doc18.doc

13 sign Rentals @ 3.15 per day = 40.95
40.95 x 30 days = 1,228.50
1,228.50 x 11 months = 13,513.50

SCANNED
APR 12 2010
North Harris Area Office

COST BREAKDOWN

The ETPM Network

DATE: [illegible]

Control#: [illegible]

LOCATION: [illegible]

DESCRIPTION:
MONTHLY BARRICADES

1 LS

	DAYS	QUANTITY		PRICE		EXTENDED	
SIGNS RENTAL (DAILY)	30	~~18~~ 13	$	3.15	$	~~1,701.00~~	1,228.50
				TOTAL	$	~~1,701.00~~	

LIST OF SIGNS CURRENTLY ON LOCATION:
CW20-1D "ROAD WORK AHEAD" = 4 ✓
G20-1A " <-- ROAD WORK NEXT 1 MILE --> = ~~X~~
G20-2A " END ROAD WORK" = 4 ✓
R20-3 "OBEY WARNING SIGN STATE LAW" = ~~X~~
G20-1 BL " ROAD WORK NEXT 1 MILE --> = ~~X~~ 3 ✓
SG20-5T "BEGIN ROAD WORK NEXT 1 MILE" = 1 ✓
SG20-6 " CONTRACTOR ID" = 1 ✓

13 · Signs

1,228.50 x 11 Mo's = 13,513.50 x 1%
135.14
13,648.64 LS

HASSELL CONSTRUCTION CO., INC.

(Cost Breakdown)

Job:	0801	Date: 12-Apr-10	
Location:	Brown/Huffsmith		
Subject:	Extra costs associated with late jobsite	1.00	ls

A. LABOR

	Hours	Quantity	Rate	Totals		
Project Manager	~~44.000~~	1	~~$37.50~~	~~$1,650.00~~		
4 hrs/month				$0.00		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
	Bare Labor Costs =			~~$1,650.00~~		
	Labor Burden =		34.00%	$561.00		
	Total Labor Costs =			~~$2,211.00~~	~~$2,211.00~~	ls

B. EQUIPMENT

	Hours	Quantity	Rate	Totals		
PICKUP	~~44.000~~	1	~~$11.32~~	~~$498.08~~		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
	Equipment Costs =			~~$498.08~~		
	Service/Repair=		0.00%	$0.00		
	Total Equipment Costs =			~~$498.08~~	~~$498.08~~	ls

C. MATERIALS

	Quantity	Units	Unit Price	Totals		
Additional Bond fee	1.00	ls	$1,300.00	$1,300.00		
				$0.00		
				$0.00		
				$0.00		
				$0.00		
	Total Material Costs =			~~$1,300.00~~	~~$1,300.00~~	ls

D. SUBCONTRACTORS

	Quantity	Units	Unit Price	Totals		
Batterson	1.00	ls	~~$18,700.00~~	$18,700.00		
			13,513.50	$0.00	13,513.50	
				$0.00		
	Total Subcontractor Costs =			~~$18,700.00~~	~~$18,700.00~~	ls

E. SUMMARY

Total Costs =		~~$22,709.08~~	~~$22,709.08~~	ls
Field Overhead =	0.00%	$0.00		
Markup =	0.00%	$0.00		
Cost Per Unit =		~~$22,709.08~~		ls

13,513.50 X 1% =
135.14
13,648.64

13,648.64

Transmittal Sheet
Hassell Construction Co., Inc.

BATTERSON, LLP
955 JUDIWAY
HOUSTON, TX 77018

Check: 52667
Date: 11/16/2009
Vendor: 1130

Invoice	P.O. Num.	Invoice Amt	Prior Balance	Retention	Discount	Amt. Paid
18199	0801	1,700.00	1,700.00	0.00	0.00	1,700.00
Barricade rental						
18334	0801	1,700.00	1,700.00	85.00	0.00	1,615.00
Barricades,Sns,Trfc Cntrl 0801						
18456	0801	1,700.00	1,700.00	85.00	0.00	1,615.00
Barricades, Sns,Trfc 0801						
18582	0801	1,700.00	1,700.00	170.00	0.00	1,530.00
5002001 MOB; BRRCD, TRFC DTR						
18732		1,755.25	1,755.25	175.52	0.00	1,579.73
R27087						
18840	0801	1,840.25	1,840.25	85.00	0.00	1,755.25
Barricades,Sns,Trfc 0801						
18958	0801	1,755.25	1,755.25	0.00	0.00	1,755.25
Barricade						
19085	0801	2,252.50	2,252.50	112.63	0.00	2,139.87
19090	0801	1,755.25	1,755.25	0.00	0.00	1,755.25
Barricades						
		16,158.50	16,158.50	713.15	0.00	15,445.35

HASSELL CONSTRUCTION CO., INC.

52667

BATTERSON, LLP
955 JUDIWAY
HOUSTON, TX 77018

Check: 52667
Date: 11/16/2009
Vendor: 1130

Invoice	P.O. Num.	Invoice Amt	Prior Balance	Retention	Discount	Amt. Paid
See Transmittal Sheet for check detail.						
		16,158.50	16,158.50	713.15	0.00	15,445.35

LR2219M1 KWIK KOPY PRINTING 281-348-6677 PRINTED IN U.S.A.

18 Signs x 3.15 ea = 56.70 day x 30 days = 1701.00

CO No. 3 Compensates For only 13 signs.

13 signs x 3.15 ea = 40.95 day x 30 days = 1,228.50

HASSELL CONSTRUCTION CO., INC.

52896

Application No: 18
Invoice No: 19194
Invoice Date: 10/31/2009
Period To: 10/31/2009
Project No: 08-0801
Contract Date: 1/18/2008

Page 1

BATTERSON, LLP
955 JUDIWAY
HOUSTON, TX 77018

Check: 52896
Date: 12/16/2009
Vendor: 1130

Invoice	P.O. Num.	Invoice Amt	Prior Balance	Retention	Discount	Amt. Paid
19194 Barricades	0801.31	1,755.25	1,755.25	0.00	0.00	1,755.25
		1,755.25	1,755.25	0.00	0.00	1,755.25

LR2216M1 KWIK KOPY PRINTING 281-345-6677 PRINTED IN U.S.A.

Hassell Construction Co., Inc.

Vendor No. 1130
Vendor Name BATTERSON
PO No
Voucher No. 82168
Post To 10168
Date Completed 11/18/09

G/L Acct.	Job No.	Sub Acc.	Amount
4030	0801	31	1755.25

Approved By: [signature] Date Approved: 11/18/09
Notes:

COD
0801.31 [illegible]
1755-20

HASSELL CONSTRUCTION CO., INC.

53116

Application No: 19
Invoice No: 19257
Invoice Date: 11/30/2009
Period To: 11/30/2009
Project No: 08-0801
Contract Date: 1/18/2008

Page 1

BATTERSON, LLP
955 JUDIWAY
HOUSTON, TX 77018

Check: 53116
Date: 1/21/2010
Vendor: 1130

Invoice	P.O. Num.	Invoice Amt	Prior Balance	Retention	Discount	Amt. Paid
18732		1,755.25	175.52	0.00	0.00	175.52
R27087						
19257	0801	1,755.25	1,755.25	0.00	0.00	1,755.25
Monthly rental						
		3,510.50	1,930.77	0.00	0.00	1,930.77

LR2219M1 KWIK KOPY PRINTING 281-348-6677

PRINTED IN U.S.A.

BATTERSON

Hassell Construction Co., Inc.
Vendor No. 1130 Voucher No 82669
Vendor Name BATTERSON Post To 11/09
PO No. Date Completed 12/18/09

G/L Acct.	Job No.	Sub No.	Amount
4030	0801	31	1755.25

Approved By: Date Approved: 12/18/09
Notes:

HASSELL CONSTRUCTION CO., INC.

53341

plication No: 20
Invoice No: 19329
nvoice Date: 12/31/2009
Period To: 12/31/2009
Project No: 08-0801
ontract Date: 1/18/2008

Page 1

BATTERSON, LLP
955 JUDIWAY
HOUSTON, TX 77018

Check: 53341
Date: 2/19/2010
Vendor: 1130

Invoice	P.O. Num.	Invoice Amt	Prior Balance	Retention	Discount	Amt. Paid
19329	0801	1,755.25	1,755.25	0.00	0.00	1,755.25
CS(08-801)STP99(25)						
		1,755.25	1,755.25	0.00	0.00	1,755.25

RECEIVED
JAN 19 2010
By

LR221001 KWIK KOPY PRINTING 281-345-6677 PRINTED IN U.S.A.

The E.I.P.M. Network

Hassell Construction Co., Inc.
Vendor No. 1130
Vendor Name BATTERSON
PO No.
Voucher No. 83196
Post To 12/09
Date Completed 01/26/10

G/L Acct.	Sub Acc.	Amount
4030	0801.31	1755.25

Approved By: EJN
Date Approved: 1-25-10
Notes:

C06
0801.31

09-08-06
Request to Reduce Project

Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

September 8, 2006

CONTACT: CONSULTANT

Harris County
CSJ 0912-71-427
CS: On Brown/Huffsmith Road
from SH 249 to Baker Road

Mr. Ben Griffin
City Manager
City of Tomball
401 Market Street
Tomball, Texas 77375

Dear Mr. Griffin:

Thank you for your letter dated August 25, 2006, regarding the subject project. You suggested cutting the proposed project approximately in half by modifying the limits to be from SH 249 to Quinn Road. The reason for this change is that the right of way (ROW) has proved more expensive than originally anticipated.

This project was originally funded in 1994. The environmental approval process was extremely arduous and was not completed until 2004. We would very much like to close the books on this project. We are amenable to shortening the project length as you have requested, provided that you can have the project ready to go to construction in the next two years, by September 1, 2008, at the latest. Should you not be able to meet this goal, we would like to cancel the project and the City can finish it with its own funds at a later date. We feel that this schedule is more than sufficient given the length and scope of the project. We would be pleased to let the project for construction prior to this date if it is ready.

We caution you that the agreement for this project stipulates that you will follow Federal rules and regulations for purchasing ROW. Please make sure that you adhere to these rules or you could be subject to losing the funds for the project.

We would be pleased to meet with you to discuss the project further if you so desire. We look forward to the successful completion of the project in the near future.

Please contact me at (713) 802-5032, should you have any questions regarding this matter.

Sincerely,

Gabriel Y. Johnson, P.E.
Director of Transportation
Planning and Development
Houston District

MDP:ha
cc: Mr. Alan Clark, H-GAC

BROWN/HUFFSMITH
AGREEMENT

Texas Department of Transportation

P.O. BOX 1386 • HOUSTON, TEXAS 77251-1386 • (713) 802-5000

October 19, 2007

CONTACT: CONSULTANT

Harris County
CSJ 0912-71-427
CS: On Brown/Huffsmith Road
from SH 249 to Baker Road

Ms. Monica Kohlenberg, CPA, CGFO
Director of Finance
City of Tomball
501 James Street
Tomball, Texas 77375

Dear Ms. Kohlenberg:

The subject project is currently scheduled to let for construction on December 4 or December 5, 2007. Per the terms of the funding agreement between the Texas Department of Transportation (TxDOT) and the City of Tomball (City), TxDOT agreed to notify the City prior to letting of the amount of funds payable by the City to TxDOT for this project.

The project is funded under the Category 11 District Discretionary Program, with Federal funds participating in 80 percent of the project costs, up to a maximum of $1,823,200.00. The City is responsible for paying for the 20 percent match to the Federal funds and 100 percent of all items in excess of the Federal participation.

The attached cost calculation worksheet details the funding responsibilities for the project. The City's match to the Federal participation is **$1,086,890.87**. A detailed cost estimate is also attached for your information.

Please consider this letter as your notification that a payment of **$1,086,890.87** is now due and payable to TxDOT for the City's funding participation for this project. This sum is based on the current estimate of costs. Should the actual bid price for the project be higher or lower than the estimated amount, TxDOT will notify the City of an adjustment to the City's funding share.

We request that you expedite this payment. We will be unable to award a construction contract to the low bidder for the project if we do not have the City's financial participation.

We look forward to getting this project under construction in the near future. Please contact me at (713) 802-5031, should you have any questions regarding this matter.

Sincerely,

Gabriel Y. Johnson, P.E.
Director of Transportation
Planning and Development
Houston District

MDP:ha
Attachments
cc: Mr. Alan Clark, H-GAC
bc: Mr. James W. Koch, P.E.
Mr. Carol Nixon, P.E.
Ms. Elvia R. Cardinal, P.E.
Mr. Mark D. Patterson, P.E.
Mr. Emmanuel O. Offodile, P.E.

FUNDING COST ESTIMATE 10/11/07

Brown Hufsmith Road CSJ 0912-71-427			
EXPENSES	**CITY**	**FEDERAL**	**TOTAL**
Construction Costs	$435,192.19	$1,740,768.75	$2,175,960.94
TxDOT Construction Management (13.0%)	$56,574.98	$226,299.94	$282,874.92
Review Cost	$28,855.12	$115,420.48	$144,275.60
Design Cost	$73,844.85	$295,379.41	$369,224.26
Additional Allocation of Costs For Consultant Services During Construction	$3,000.00	$12,000.00	$15,000.00
TOTAL PROJECT	**$597,467.14**	**$2,389,868.58**	**$2,987,335.72**

MATCHING FUNDS OWED BY TOMBALL	**$597,467.14**	
REVIEW COSTS PAID BY TOMBALL	**-$3,400.00**	
DESIGN COSTS PAID BY TOMBALL	**-$73,844.85**	
COSTS IN EXCESS OF FEDERAL SHARE	**$566,668.58**	**($2,389,868.58 - $1,823,200)**
TOTAL FUNDS OWED BY TOMBALL	**$1,086,890.87**	
TOTAL FEDERAL FUNDS AVAILABLE =	$1,823,200.00	

CONTRACT NO. 00000000
PROJECT STP 99(25)
CONTROL 0912-71-427
HIGHWAY CS
COUNTY HARRIS
DISTRICT 12

PLANS ESTIMATE
TEXAS DEPARTMENT OF TRANSPORTATION

PWP: EDCP: TAPERED MATCH:

DISTRICT 12 COUNTY HARRIS CONTROL 0912-71-427 LENGTH .650 STP 99(25)

TYPE: 2 LN ON NEW LOC
LIMITS FROM: ON BROWN/HUFFSMITH FROM SH 249
TO : QUINN RD IN TOMBALL

CONTINGENCY %: 7.00 INDIRECT %: 3.39 ENGINEERING %: 6.00

100 PREPARED BY GARY K. TRIETSCH, P.E., DIST ENG

300 ROADWAY NET LENGTH .676 MILES

LINE NO.	ITEM NO.	DESC CODE	S.P. NO. ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
400	0100	2002	001	PREPARING ROW	STA	35.900	$ 10,000.000	$ 359,000.00
500	0104	2001		REMOVING CONC (PAV)	SY	362.000	5.000	1,810.00
600	0105	2037		REMOVING STAB BASE AND ASPH PAV(0"-16")	SY	1,313.000	7.750	10,175.75
800	0110	2001		EXCAVATION (ROADWAY)	CY	6,980.000	8.000	55,840.00
850	0110	2002		EXCAVATION (CHANNEL)	CY	44.000	4.500	198.00
900	0132	2006		EMBANKMENT (FINAL)(DENS CONT)(TY C)	CY	20,858.000	6.000	125,148.00
1100	0162	2002		BLOCK SODDING	SY	27,652.000	3.500	96,782.00
1200	0164	2041	002	DRILL SEEDING (TEMP) (WARM)	SY	1,074.000	.100	107.40
1300	0164	2045	002	STRAW OR HAY MULCHING	SY	1,074.000	.150	161.10
1350	0166	2001		FERTILIZER	AC	6.410	490.000	3,140.90
1400	0168	2001		VEGETATIVE WATERING	MG	0.890	13.500	12.02
1500	0260	2012	001	LIME(HYD,COM OR QK)(SLRY)OR QK(DRY)	TON	204.000	120.000	24,480.00
1600	0260	2014	001	LIME TRT (SUBGR)(DC)(6")	SY	15,081.000	3.500	52,783.50
1750	0276	2228		CEM TRT (PLNT MX)(CL N)(TY A)(GR 1)(8")	SY	5,860.000	25.000	146,500.00
1800	0305	2016		SALV, HAUL & STKPL RCL APH PV (3")	SY	1,032.000	2.000	2,064.00
1900	0341	2047		D-GR HMA(QCQA) TY-C SAC-A PG70-22	TON	580.000	90.000	52,200.00
2000	0341	2050		D-GR HMA(QCQA) TY-C PG70-22	TON	618.000	90.000	55,620.00
2100	0360	2025	003	CONC PAV (JOINT REINF)(8")	SY	8,078.000	36.000	290,808.00
2300	0400	2005		CEM STABIL BKFL	CY	759.000	45.000	34,155.00
2400	0416	2032	001	DRILL SHAFT (TRF SIG POLE) (36 IN)	LF	60.800	180.000	10,944.00
2500	0420	2091	003	CL B CONC (MISC)	CY	1.000	900.000	900.00
2700	0432	2037		RIPRAP (STONE TY R)(DRY)(18 IN)	CY	138.000	150.000	20,700.00

LINE NO.	ITEM NO.	DESC CODE	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
2800	0432	2050			RIPRAP (CONC)(CL B)(5 IN)	CY	26.000	$ 200.000	$ 5,200.00
2900	0462	2007			CONC BOX CULV (5 FT X 3 FT)	LF	96.000	250.000	24,000.00
3000	0464	2005			RC PIPE (CL III)(24 IN)	LF	1,352.000	75.000	101,400.00
3100	0467	2114			SET (TY I)(S= 5 FT)(HW= 4 FT)(4:1)(C)	EA	4.000	6,500.000	26,000.00
3200	0467	2224			SET (TY II)(24 IN)(RCP)(4:1)(C)	EA	24.000	840.000	20,160.00
3300	0467	2288			SET (TY II)(24 IN)(RCP)(6:1)(P)	EA	18.000	1,200.000	21,600.00
3500	0496	2007			REMOV STR (PIPE)	LF	257.000	12.500	3,212.50
3700	0500	2001	002		MOBILIZATION	LS	1.000	195,779.000	195,779.00
3800	0502	2001	022		BARRICADES, SIGNS AND TRAFFIC HANDLING	MO	6.000	5,000.000	30,000.00
3900	0506	2016	010		CONSTRUCTION EXITS (INSTALL) (TY 1)	SY	320.000	16.000	5,120.00
4200	0506	2019	010		CONSTRUCTION EXITS (REMOVE)	SY	320.000	6.000	1,920.00
4300	0506	2034	010		TEMPORARY SEDIMENT CONTROL FENCE	LF	3,856.000	2.250	8,676.00
4400	0508	2002			CONSTRUCTING DETOURS	SY	792.000	65.000	51,480.00
4700	0512	2008	001		PORT CTB (FUR & INST)(LOW PROF)(TY 1)	LF	480.000	48.000	23,040.00
4800	0512	2009	001		PORT CTB (FUR & INST)(LOW PROF)(TY 2)	LF	20.000	48.000	960.00
5100	0512	2044	001		PORT CTB (REMOVE)(LOW PROF)(TY 1)	LF	480.000	7.500	3,600.00
5200	0512	2045	001		PORT CTB (REMOVE)(LOW PROF)(TY 2)	LF	20.000	10.000	200.00
5250	0512	2058	001		PORT CTB (FUR & INST)(SNGL SLP)(TY J-J)	LF	235.000	40.000	9,400.00
5260	0512	2060	001		PORT CTB (MOVE)(SNGL SLP)(TY J-J)	LF	225.000	4.000	900.00
5270	0512	2062	001		PORT CTB (REMOVE)(SNGL SLP)(TY J-J)	LF	235.000	4.000	940.00
5300	0530	2010			DRIVEWAYS (CONC)	SY	244.000	70.000	17,080.00
5500	0531	2024			CONC SIDEWALK (5")	SY	20.000	40.000	800.00
5600	0531	2040			CURB RAMPS (TY 5)	EA	4.000	2,200.000	8,800.00
5700	0542	2001			REMOVING METAL BEAM GUARD FENCE	LF	121.000	3.000	363.00
5800	0542	2002			REMOVING TERMINAL ANCHOR SECTION	EA	1.000	250.000	250.00
5900	0545	2001			CRASH CUSH ATTEN (INSTL)	EA	1.000	26,000.000	26,000.00
6000	0545	2002			CRASH CUSH ATTEN (MOVE & RESET)	EA	2.000	3,800.000	7,600.00
6100	0545	2003			CRASH CUSH ATTEN (REMOVE)	EA	1.000	2,200.000	2,200.00
6200	0618	2053			CONDT (RM) (2") (BORE)	LF	60.000	23.000	1,380.00
6300	0618	2057			CONDT (RM) (3") (BORE)	LF	320.000	25.000	8,000.00
6400	0618	2061			CONDT (RM) (4") (BORE)	LF	190.000	33.000	6,270.00
6500	0620	2007	001		ELEC CONDR (NO. 4) BARE	LF	40.000	1.500	60.00
6600	0620	2008	001		ELEC CONDR (NO. 4) INSULATED	LF	170.000	1.750	297.50
6700	0620	2009	001		ELEC CONDR (NO. 6) BARE	LF	1,370.000	1.000	1,370.00
6800	0621	2002			TRAY CABLE (3 CONDR) (12 AWG)	LF	580.000	3.500	2,030.00
6900	0624	2004			GROUND BOX TY 2 (243636) W/APRON	EA	4.000	1,250.000	5,000.00
7000	0624	2014			GROUND BOX TY D (162922) W/APRON	EA	6.000	800.000	4,800.00
7100	0625	2001	001		ZINC-COAT STL WIRE STRAND (5/16 IN)	LF	470.000	2.000	940.00
7400	0625	2003	001		ZINC-COAT STL WIRE STRAND (1/4 IN)	LF	470.000	1.500	705.00
7500	0625	2004	001		ZINC-COAT STL WIRE STRAND (3/8 IN)	LF	470.000	1.750	822.50
7600	0628	2100			ELC SRV TY D 120/240 070 (NS)SS(E)SP(O)	EA	1.000	4,000.000	4,000.00
7625	0644	2001			INS SM RD SN SUP&AM TY 10BWG(1) SA(P)	EA	8.000	373.000	2,984.00
7650	0644	2004			INS SM RD SN SUP&AM TY 10BWG(1) SA(T)	EA	5.000	492.000	2,460.00
7675	0644	2006			INS SM RD SN SUP&AM TY 10BWG(1) SA(U)	EA	2.000	807.000	1,614.00
7700	0658	2256	006		INSTL DEL ASSM (D-SW)SZ 2(WC) GND(BI)	EA	26.000	45.000	1,170.00
7800	0658	2315	006		INSTL OM ASSM (OM-2Y)(WC) GND	EA	20.000	45.000	900.00
7850	0662	2016			WK ZN PAV MRK NON-REMOV (W) 24" (SLD)	LF	186.000	1.750	325.50
7900	0662	2064			WK ZN PAV MRK REMOV (W) 4" (BRK)	LF	126.000	.700	88.20
8000	0662	2067			WK ZN PAV MRK REMOV (W) 4" (SLD)	LF	2,505.000	.600	1,503.00
8100	0662	2099			WK ZN PAV MRK REMOV (Y) 4" (SLD)	LF	2,500.000	.600	1,500.00
8200	0666	2003			REFL PAV MRK TY I (W) 4" (BRK)(100MIL)	LF	130.000	.300	39.00

LINE NO.	ITEM NO.	DESC CODE	S.P. NO.	ALT	DESCRIPTION	UNIT	ESTIMATED QUANTITY	PRICE PER UNIT	AMOUNT
8300	0666	2012			REFL PAV MRK TY I (W) 4" (SLD)(100MIL)	LF	9,640.000	$ .300	$ 2,892.00
8400	0666	2036			REFL PAV MRK TY I (W) 8" (SLD)(100MIL)	LF	880.000	.750	660.00
8450	0666	2042			REFL PAV MRK TY I (W) 12"(SLD)(100MIL)	LF	816.000	3.000	2,448.00
8500	0666	2048			REFL PAV MRK TY I (W) 24"(SLD)(100MIL)	LF	235.000	4.000	940.00
8600	0666	2054			REFL PAV MRK TY I (W) (ARROW) (100MIL)	EA	9.000	83.000	747.00
8700	0666	2096			REFL PAV MRK TY I (W) (WORD) (100MIL)	EA	9.000	170.000	1,530.00
8800	0666	2111			REFL PAV MRK TY I (Y) 4" (SLD)(100MIL)	LF	13,470.000	.300	4,041.00
8900	0666	2132			REFL PAV MRK TY I (Y) 24"(SLD)(100MIL)	LF	735.000	5.000	3,675.00
9000	0666	2189			PAVEMENT SEALER 4"	LF	17,090.000	.050	854.50
9100	0666	2191			PAVEMENT SEALER 8"	LF	640.000	.150	96.00
9150	0666	2193			PAVEMENT SEALER 12"	LF	78.000	.500	39.00
9200	0666	2195			PAVEMENT SEALER 24"	LF	675.000	1.400	945.00
9300	0666	2219			PAVEMENT SEALER (ARROW)	EA	6.000	26.000	156.00
9400	0666	2220			PAVEMENT SEALER (WORD)	EA	6.000	30.000	180.00
9500	0672	2010	007		REFL PAV MRKR TY I-A	EA	108.000	2.500	270.00
9600	0672	2012	007		REFL PAV MRKR TY I-C	EA	124.000	2.750	341.00
9700	0672	2015	007		REFL PAV MRKR TY II-A-A	EA	460.000	2.750	1,265.00
9800	0677	2001			ELIM EXT PAV MRK & MRKS (4")	LF	15,675.000	.150	2,351.25
9900	0677	2007			ELIM EXT PAV MRK & MRKS (24")	LF	426.000	.600	255.60
10000	0677	2008			ELIM EXT PAV MRK & MRKS (ARROW)	EA	1.000	18.000	18.00
10300	0677	2018			ELIM EXT PAV MRK & MRKS (WORD)	EA	1.000	29.000	29.00
10400	0678	2001			PAV SURF PREP FOR MRK (4")	LF	28,361.000	.020	567.22
10500	0678	2003			PAV SURF PREP FOR MRK (8")	LF	880.000	.080	70.40
10550	0678	2004			PAV SURF PREP FOR MRK (12")	LF	816.000	.150	122.40
10600	0678	2006			PAV SURF PREP FOR MRK (24")	LF	1,256.000	.200	251.20
10700	0678	2007			PAV SURF PREP FOR MRK (ARROW)	EA	8.000	6.000	48.00
10800	0678	2018			PAV SURF PREP FOR MRK (WORD)	EA	8.000	10.000	80.00
10900	0680	2003			INSTALL HWY TRF SIG (SYSTEM)	EA	1.000	18,000.000	18,000.00
11000	0681	2001			TEMP TRAF SIGNALS	EA	1.000	40,000.000	40,000.00
11100	0682	2001			BACK PLATE (12 IN) (3 SEC)	EA	8.000	70.000	560.00
11200	0682	2002			BACK PLATE (12 IN) (4 SEC)	EA	4.000	70.000	280.00
11250	0682	2014			PED SIG SEC (12 IN) LED (2 INDICATIONS)	EA	6.000	400.000	2,400.00
11300	0682	2022			VEH SIG SEC (12 IN) LED (GRN ARW)	EA	4.000	200.000	800.00
11400	0682	2023			VEH SIG SEC (12 IN) LED (GRN)	EA	8.000	220.000	1,760.00
11500	0682	2024			VEH SIG SEC (12 IN) LED (YEL ARW)	EA	4.000	175.000	700.00
11600	0682	2025			VEH SIG SEC (12 IN) LED (YEL)	EA	8.000	185.000	1,480.00
11625	0684	2007			TRF SIG CBL (TY A) (12 AWG) (2 CONDR)	LF	920.000	1.100	1,012.00
11650	0684	2009			TRF SIG CBL (TY A) (12 AWG) (4 CONDR)	LF	920.000	1.500	1,380.00
11700	0682	2027			VEH SIG SEC (12 IN) LED (RED)	EA	16.000	175.000	2,800.00
11800	0684	2012			TRF SIG CBL (TY A) (12 AWG) (7 CONDR)	LF	2,050.000	1.650	3,382.50
11850	0686	2018			INS TRF SIG PL AM(S) STR (TY D) LUM	EA	4.000	4,300.000	17,200.00
11875	0688	2001			PED DETECT (2 INCH PUSH BTN)	EA	6.000	125.000	750.00
11900	6007	2001			REMOVING TRAFFIC SIGNALS	EA	1.000	2,000.000	2,000.00
12000	6010	2029			COMM CABLE (UNDRGRND)(22 AWG)(25 PAIR)	LF	1,370.000	2.000	2,740.00
12100	6266	2001			VIVDS PROCESSOR SYSTEM	EA	2.000	10,000.000	20,000.00
12200	6266	2002			VIVDS CAMERA ASSEMBLY	EA	10.000	1,800.000	18,000.00
12300	6266	2003			VIVDS SET-UP SYSTEM	EA	1.000	750.000	750.00
12700	6266	2005			VIVDS COMMUNICATION CABLE (COAXIAL)	LF	2,650.000	2.500	6,625.00
12705	6266	2007			VIVDS TEMPORARY	EA	1.000	20,000.000	20,000.00

SUBTOTAL $	2,175,960.94
CONTINGENCIES	152,317.27
INDIRECT	73,765.08
ENGINEERING	130,557.66

TOTAL ROADWAY $ 2,532,600.95

SUMMARY: CONTROL 0912-71-427 PROJECT STP 99(25)

		ESTIMATED COST	LENGTH
ROADWAY		$ 2,532,600.95	.676
	TOTAL PROJECT	$ 2,532,600.95	.676
	TOTAL BID ITEMS	$ 2,175,960.94	

FUNDING TOTALS

APPN CODE	APPL PCT		TOTAL PROJ COST	FED PCT		FEDERAL FUNDS	STA PCT		STATE FUNDS	LOC PCT		LOCAL FUNDS	PARTICIPATION TYPE	CODE	MULT
L24	100.0	$	1,621,000.95	80.0	$	1,296,800.76	0.0	$	0.00	20.0	$	324,200.19			

FUNDING "FIXED" TOTALS

APPN CODE	APPL PCT		TOTAL PROJ COST	FED PCT		FEDERAL FUNDS	STA PCT		STATE FUNDS	LOC PCT		LOCAL FUNDS	PARTICIPATION TYPE	CODE	MULT
111	0.0	$	455,800.00	0.0	$	0.00	0.0	$	0.00	0.0	$	0.00			

CONTRACT 00000000
PROJECT STP 99(25)
COUNTY HARRIS

CONTRACT SUMMARY

			ESTIMATED COST	LENGTH
0912-71-427	STP 99(25)			
ROADWAY		$	2,532,600.95	.676
	TOTAL 0912-71-427	$	2,532,600.95	.676
	TOTAL BID ITEMS	$	2,175,960.94	
	TOTAL CONTINGENCIES COST	$	152,317.27	
	TOTAL INDIRECT COST	$	73,765.08	
	TOTAL ENGINEERING COST	$	130,557.66	
	TOTAL MISCELLANEOUS COST	$	0.00	
	TOTAL COST	$	2,532,600.95	.676

MIS.DCS.9602

TEXAS DEPARTMENT OF TRANSPORTATION

CONTRACT SUMMARY

CONTRACT NUMBER	PROJECT NUMBER	COUNTY		TOTAL BID		TOTAL BID + C&I&E
00000000	STP 99(25)	102	$	2,175,960.94	$	2,532,600.95
TOTALS			$	2,175,960.94	$	2,532,600.95

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 7, 2010

Topic:

Discussion and Possible Action regarding the Following Items:

- adopting English as the official language of Tomball;
- adopting an ordinance that gives the Tomball Police the discretion to impound vehicles from uninsured motorists;
- adopting an ordinance that disallows anyone that is not in this country legally the ability to rent or own any property, or to own and or operate any business in Tomball;
- adopting an ordinance that makes texting while driving illegal; and
- adopting an ordinance that mandates any company that is awarded a contract from the City of Tomball and all of their subcontractors hire and use only people who are in this country legally

Background:

Councilman Townsend requested an action item on the agenda to discuss various items and possibly provide direction to City staff. Councilman Stoll seconded the request.

Origination:

Councilman Townsend

Recommendation:

N/A

Funding:

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

Doris Speer, City Secretary

ACTION TAKEN

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

ATTACHMENTS:

Councilman Townsend Request

From: Derek Townsend
Sent: Saturday, August 14, 2010 12:22 PM
To: George Shackelford
Subject: RE: City Manager information from week of August 9-13, 2010

George,

Just thought you should know that I asked for these items to be placed on the agenda on July 7th and they have not been. Would you see what can be done to make this happen Councilmen Stoll agreed that these items should be placed on the agenda. I will forward his email to you next.

Thank in advance.

From: Derek Townsend
Sent: Wednesday, July 07, 2010 10:49 AM
To: Christal Kliewer
Cc: Gretchen Fagan; Mark Stoll; Scott Bounds
Subject: Possible New ordinances and Agenda Items for the next CC Meeting

Christial,

I am advocating the following new city ordinances:

1) Adopting English as the official language of Tomball
2) Adopting an ordinance that gives the Tomball Police the discretion to impound vehicles from uninsured motorist. (I brought this to your attention several months ago)
3) Adopting an ordinance that disallows anyone that is not in this country legally the ability to rent or own any property, or to own and or operate any business in Tomball.
4) Adopting an ordinance that makes Texting while driving illegal.
5) Adopting an ordinance that mandates any company that is awarded a contract from the City of Tomball and all of their subcontractors hire and use only people that are in this country legally.

In accordance with the Tomball City Charter, I have included one other Council member in this distribution, which I have not spoken to about these items, hoping that they too would like these items placed on the next agenda for discussion and possible action.

I am asking that these items are put on the next agenda for discussion and possible action, your assistance is greatly appreciated.

Hor. Derek Townsend
City of Tomball
City Councilperson Pos.4

281-610-2183

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 7, 2010

Topic:

Motion to Take from the Table – Day Labor Site

Background:

On July 6, 2010, Council voted to table consideration of the renewal of the lease agreement for the Day Labor site until December 2010 to allow staff time to find another group to work out an agreement with the DeNinas to pay the ad valorem taxes and keep the Day Labor site intact.

In order to discuss the Day Labor site before the December 2010 meeting, this item must be 'taken from the table', which requires a motion, second, and majority vote.

Origination:

Councilmembers Townsend and Stoll

Recommendation:

N/A

Funding:

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

City Secretary

ACTION TAKEN

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 7, 2010

Topic:
Discussion and Possible Action on the Day Labor Site.

Background:

Origination:
Mayor and Council

Recommendation:
N/A

Funding:

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

ACTION TAKEN

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