

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



TUESDAY, JULY 6, 2010

7:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Tuesday, July 6, 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 Pastor Scott Knight, The Pointe Fellowship Church

3.0 Pledges to U.S. and Texas Flags

- Led by Allen Fletcher, Texas State Representative, District 130

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

- July 10, 2010 – **Farmers Market** – 8:00 a.m.
- July 10, 2010 - **2nd Saturday at the Depot**, 6:00 p.m.
- July 19, 2010 – Budget Workshop – 8:00 a.m.
- July 22, 2010 – Budget Workshop – 5:00 p.m.
- July 24, 2010 – **Farmers Market** – 8:00 a.m.
- August 2-10, 2010 -- **Early Voting for Special Election** on August 14, 2010
 - August 2 - 7:45 a.m. – 5:00 p.m.
 - August 3 - 7:45 a.m. – 7:45 p.m.
 - August 4 - 7:45 a.m. – 5:00 p.m.
 - August 5 - 7:45 a.m. – 5:00 p.m.
 - August 6 - 7:45 a.m. – 4:00 p.m.
 - August 9 - 7:45 a.m. – 5:00 p.m.
 - August 10 - 7:45 a.m. – 7:45 p.m.
- August 5, 2010 – **Mayor's Coffee**, Main Street Crossing – 5:30 p.m.-7:00 p.m.
- August 6, 2010 – **38th Annual Tomball Night**
- **August 14, 2010 – Special Election** – City Hall, **7:00 a.m.-7:00 p.m.**
- August 14, 2010 – **Farmers Market** – 8:00 a.m.
- August 14, 2010 - **2nd Saturday at the Depot**, 6:00 p.m.
- August 16, 2010 – Appointments to Tomball Hospital Authority for Terms Expiring 8/31/2010
- **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
 - July 4th Activities - Randy Parr, Fire Chief
 - Benefit for Paul Overcast, Tomball Police Officer - Robert Hauck, Police Chief

6.0 Approve the Minutes of the following Meetings:

- Special City Council Meeting of June 21, 2010 – Strategic Plan Advance
- Special City Council Meeting of June 21, 2010 – Workshop
- Regular City Council Meeting of June 21, 2010

7.0 Old Business:

- 7.1 Adopt on Second Reading, Ordinance No. 2010-06, an Ordinance of the City of Tomball, Texas, amending Chapter 26, "Emergency Services" of the Code of Ordinances of the City to Establish Policies, Procedures and Regulations as they relate to Alarms; Providing a Penalty in an Amount of not more than \$500 for Violation of any Provision Hereof; Providing for Savings and Severability; Providing for Publication; and Making other Provisions and Findings Related Thereto
- 7.2 Approve proposed Lease Agreement with Frank and Russell DeNina for the Property containing the Day Labor Site.

8.0 New Business:

- 8.1 Consideration and Possible Action to Approve Receiving "To the Fallen" Monument.
- 8.2 Presentation and Discussion regarding the Refinancing of Previously Issued City of Tomball, Texas Series 1995 and 1998 Bonds for Savings and Authorization of Appropriate Action
- 8.3 Adopt, on First Reading, Ordinance No. 2010-14, an Ordinance of the City Council of Tomball, Texas, Approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number One (Pine Country of Tomball Subdivision)
- 8.4 Conduct Public Hearing for Public Improvement District Number 1 (Pine Country of Tomball Subdivision)
- 8.5 Adopt, on First Reading, Ordinance No. 2010-15, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Pine Country of Tomball Subdivision, Section Two Properties, within the City of Tomball Public Improvement District Number One; and Making Certain Findings Related Thereto
- 8.6 Approve Resolution 2010-13, Designating Authorized Representatives to Conduct Authorized Participation in TexPool and TexPool Prime on Behalf of the City of Tomball.
- 8.7 Set August 2, 2010 as the Date of the Public Hearing Date for the City of Tomball's Proposed Budget for FY 2010-2011
- 8.8 Appoint Alternate Member to the City of Tomball Board of Appeals (BOA).
- 8.9 Adopt Resolution No. 2010-11, a Resolution of the City Council of the City of Tomball, Texas, Adopting the Harris County All Hazard Mitigation Plan
- 8.10 Approve Resolution No. 2010-12, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 38th Annual Tomball Night and Parade, to be held in Tomball on Friday, August 6, 2010
- 8.11 Approve Request from Hamilton Valley Management, Inc. for Renewed Support of Their Application for State of Texas Housing Tax Credits for Mid-Towne Apartments and Authorize Mayor to Issue Letter of Support.
- 8.12 Approve the 2010-2011 Interlocal Agreement between the City of Tomball

and the Tomball Independent School District (TISD), affording the Tomball Police Department the ability to assign a Student Resource Officer (SRO) to a TISD Campus.

- 8.13 Approve the Interlocal Agreement between the City of Tomball and the Tomball Independent School District, affording the Tomball Police Department the ability to provide police services on a contractual basis for specialized events occurring before, during and after the normal campus hours.
- 8.14 Authorize a Substitute Position Authority, on a Temporary Basis, to Cover Vacancy created by Long-term Absence of Tomball Police Officer, Paul Overcast
- 8.15 Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose:
 - Sec. 551.072 – Deliberations Regarding Real Property

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 2nd day of July 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: July 6, 2010

Topic:

- July 10, 2010 – **Farmers Market** – 8:00 a.m.
- July 10, 2010 - **2nd Saturday at the Depot**, 6:00 p.m.
- July 19, 2010 – Budget Workshop – 8:00 a.m.
- July 22, 2010 – Budget Workshop – 5:00 p.m.
- July 24, 2010 – **Farmers Market** – 8:00 a.m.
- August 2-10, 2010 -- **Early Voting for Special Election** on August 14, 2010
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 - August 3 - 7:45 a.m. – 7:45 p.m.
 - August 4 - 7:45 a.m. – 5:00 p.m.
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 - August 9 - 7:45 a.m. – 5:00 p.m.
 - August 10 - 7:45 a.m. – 7:45 p.m.
- August 5, 2010 – **Mayor's Coffee**, Main Street Crossing – 5:30 p.m.-7:00 p.m.
- August 6, 2010 – **38th Annual Tomball Night**
- **August 14, 2010 – Special Election** – City Hall, **7:00 a.m.-7:00 p.m.**
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- August 14, 2010 - **2nd Saturday at the Depot**, 6:00 p.m.
- August 16, 2010 – Appointments to Tomball Hospital Authority for Terms Expiring 8/31/2010
- **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
 - July 4th Activities - Randy Parr, Fire Chief
 - Benefit for Paul Overcast, Tomball Police Officer - Robert Hauck, Police Chief

Background:

Origination:

Recommendation:

Funding:

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

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

ATTACHMENTS:

Farmers Market

2nd Saturday at the Depot

Special Election - August 14, 2010



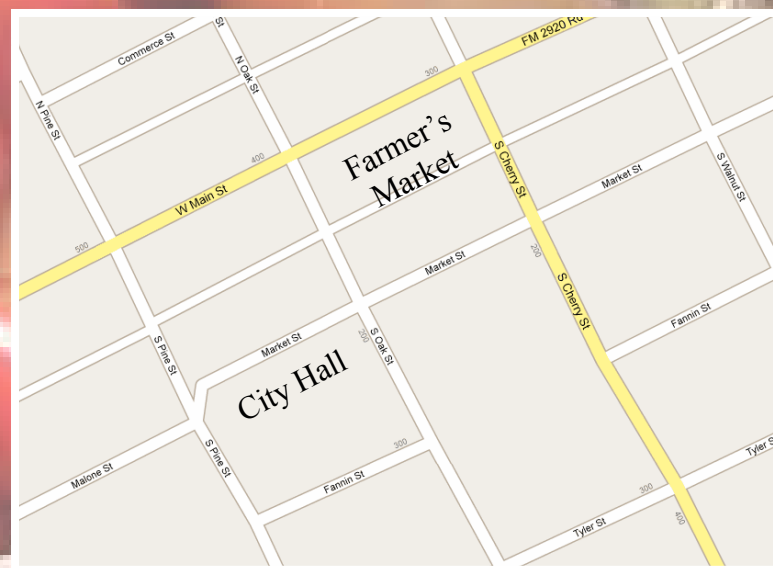
Bringing the farmers back to the community!

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

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

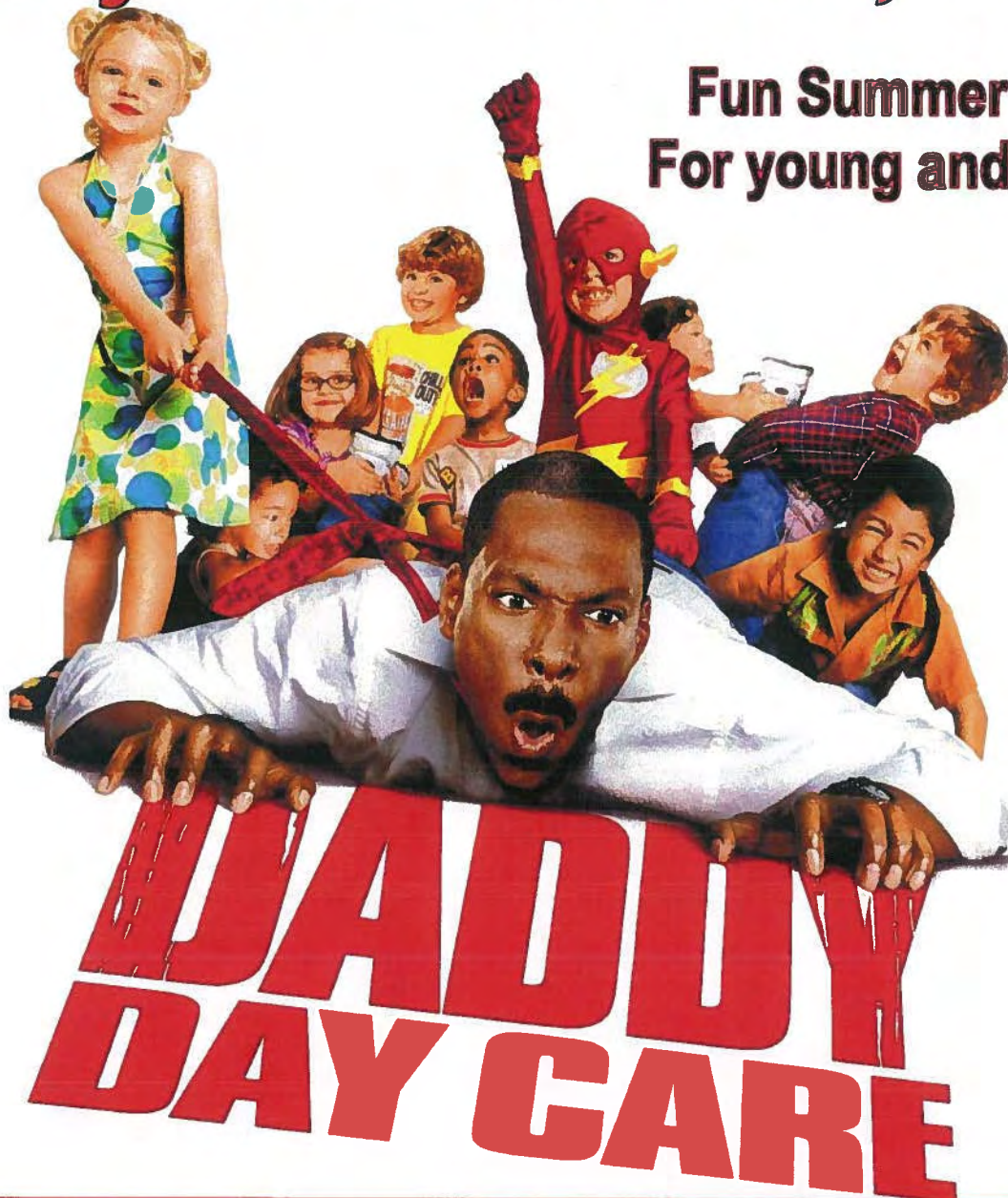
**Market opens
at 9 AM!**

**Located at the
corner of Cherry &
FM 2920**



2nd Saturday at the Depot July 10 - Tomball, TX

Fun Summer Games!
For young and old alike!



HISTORIC TOMBALL DEPOT PLAZA

201 South Elm ~ One block south of Main Street

Opens at 6:30 PM ~ Movie begins at dark



Performance:
The Hale
Highland
Dancers

Free family entertainment for all ages

Bring your lawn chairs

Concessions available

No Glass Containers!

Music by:
Dennis,
The "Movie Man"

Concessions:
Sno Cones!

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



Tomball City Election
Election Day is August 14, 2010 —7:00 a.m.-7:00 p.m.
Early Voting—August 2-10, 2010



Regular City Council Agenda Item Data Sheet

Meeting Date: July 6, 2010

Topic:

Approve the Minutes of the following Meetings:

- Special City Council Meeting of June 21, 2010 – Strategic Plan Advance
- Special City Council Meeting of June 21, 2010 – Workshop
- Regular City Council Meeting of June 21, 2010

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

City Secretary

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

ATTACHMENTS:

Draft Minutes - 6/21/10 Special Council Meeting - Strategic Plan Advance

Draft Minutes - 6/21/10 Special Council Meeting - Workshop

Draft Minutes - 6/21/10 Regular Council Meeting

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



MONDAY, JUNE 21, 2010

12:00 P.M.

1.0 Call to Order

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

Councilman Stoll
Councilman Townsend
Councilman Driver
Councilman Quinn
Councilman Brown

Others present:

Assistant City Manager – Christal Klierwer
City Secretary – Doris Speer
Police Chief – Robert Hauck
Fire Chief – Randy Parr
Director of Public Works – David Kauffman
Director of Engineering & Planning – Mark McClure
Finance Director – Glenn Windsor
City Planner – Kelly Violette
Building Official – David Allen
Assistant to City Manager – Shawn Cox
PSA - Peggy Fiandaca

draft

2.0 Workshop Session

2.1 The Tomball City Council entered into a Strategic Planning Session with Partners in Strategic Action (PSA).

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this 6th day of July 2010.

Doris Speer, TRMC
City Secretary

Gretchen Fagan
Mayor

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



MONDAY, JUNE 21, 2010

6:00 P.M.

1.0 Call to Order

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

Councilman Stoll
Councilman Townsend
Councilman Driver
Councilman Quinn
Councilman Brown

Others present:

Assistant City Manager – Christal Klierer
City Secretary – Doris Speer
City Attorney – Scott Bounds
Police Chief – Robert Hauck
Fire Chief – Randy Parr
Assistant to City Manager – Shawn Cox

Draft

2.0 Workshop Session

2.1 The City Council entered into a Workshop Session, for the following purpose:

- Discussion regarding Proposed Amendment to Chapter 26, “Emergency Services” to Establish Policies, Procedures and Regulations relating to Excessive False Alarms and Consideration of Alternatives to Proposed Amendment

Randy Parr and Robert Hauck presented information regarding the proposed amendments to Chapter 26 and alternative amendments, as requested by City Council.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this 6th day of July 2010.

Doris Speer, TRMC
City Secretary

Gretchen Fagan
Mayor

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



MONDAY, JUNE 21, 2010

7:00 P.M.

1.0 Call to Order

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

Councilman Stoll
Councilman Townsend
Councilman Driver
Councilman Quinn
Councilman Brown

Others present:

Assistant City Manager – Christal Klierwer
City Secretary – Doris Speer
City Attorney – Scott Bounds
Finance Director – Glenn Windsor
Police Chief – Robert Hauck
Fire Chief – Randy Parr
Assistant to City Manager – Shawn Cox
Director of Engineering & Planning – Mark McClure
Accountant – Becky Parker

draft

2.0 Invocation

- Led by Pastor Arthur Purvis, Christ Fellowship Church

3.0 Pledges to U. S. and Texas Flags

- Led by Lynlee Coleman, E. J. Jones, and Matt Mundkowsky, members of the THS Student Council.

4.0 The following public comments were received:

- | | |
|---|--|
| Phil Johnson
810 Sentinel Oaks, 77362 | - Expressed his opposition to a Tomball-financed day labor center. |
| Mary Coker
12147 Thompson Road, 77318 | - Spoke about her working relationship with Warren Driver and congratulated him on his retirement. |
| Betty Reinbeck
Executive Director-TEDC | - Spoke about her working relationship with Warren Driver and congratulated him on his retirement. |

5.0 Presentations:

- Mayor Fagan and Glenn Windsor presented the GFOA Distinguished Budget Award to the City of Tomball Finance Department to Randy Parr and Becky Parker

6.0 Reports and Announcements:

- **July 4, 2010 (Sunday) – Fireworks** Display by Tomball Fire Department, approximately 9:15 p.m.; Randy Parr provide additional information regarding daytime events and fireworks program for the July 4th celebration.
- July 5, 2010 (Monday) – City offices closed for 4th of July holiday
- July 10, 2010 – **Farmers Market** – 8 a.m.
- July 10, 2010 - **2nd Saturday at the Depot**, 6:00 p.m.
- July 24, 2010 – **Farmers Market** – 8 a.m.
- August 6, 2010 – **38th Annual Tomball Night**
- August 16, 2010 – Appointments to Tomball Hospital Authority for Terms Expiring 8/31/2010
- **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. Robert Hauck provided information regarding a benefit for Paul Overcast, Tomball Police Officer.

7.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of the Regular City Council Meeting of June 7, 2010.

Motion carried unanimously.

8.0 Old Business:

- 8.1 Betty Reinbeck presented information regarding the proposed project. Motion was made

by Councilman Townsend, second by Councilman Driver, to adopt, on Second Reading, Resolution No. 2010-09-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's project to expend funds in accordance with an Economic Development Agreement by and between the Corporation and Glass Tex Enterprises LLC to promote and develop a new or expanded business enterprise; containing other provisions relating to the subject; and providing for severability; approving, as a project of the Tomball Economic Development Corporation (TEDC), an agreement with Glass Tex Enterprises LLC, to make direct incentives to, or expenditures for assistance with infrastructure costs related to the development and construction of a commercial building to be located at 200 East Main Street in Tomball, Texas. The estimated amount of expenditure for such Project is \$15,000.00.

Motion carried unanimously.

- 8.2 Shawn Cox presented information regarding the proposed amendments to the Code of Ordinances. Motion was made by Councilman Brown, second by Councilman Townsend, to adopt, on Second Reading, Ordinance No. 2010-12, an Ordinance of the City Council of the City of Tomball, Texas, amending Chapter 24. Courts, by deleting Chapter 24 in its Entirety and substituting therefore a new Chapter 24, making General Provisions for the Operation of the Municipal Court; specifying the Term of the Municipal Court and the Judges of the Court; providing for Citations to the Municipal Court; providing for Severability; providing for a Penalty of an amount not to exceed \$500 for each day of violation of any provision hereof; making Findings of Fact; and making other provisions related thereto. Vote was as follows:

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

Motion carried unanimously.

- 8.3 Randy Parr presented information regarding the proposed amendments to Chapter 26, "Emergency Services". Motion was made by Councilman Driver, second by Councilman Townsend, to read Ordinance No. 2010-06, 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. 2010-06, an Ordinance of the City of Tomball, Texas, amending Chapter 26, "Emergency Services" of the Code of Ordinances of the City of

Tomball to Establish Policies, Procedures and Regulations as they relate to Alarms; Providing a Penalty in an Amount of not more than \$500 for Violation of any Provision Hereof; Providing for Savings and Severability; Providing for Publication; and Making other Provisions and Findings Related Thereto. Vote was as follows:

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

Motion carried, 3 Aye votes to 2 Nay votes.

- 8.4 Motion was made by Councilman Townsend, second by Councilman Stoll, to amend Resolution No. 2010-04, a Resolution of the City Council of the City of Tomball, Texas, by Designating the Potpourri as the Official Newspaper for the remainder of 2010 for Publication of Matters Pertaining to the City of Tomball.

Motion to amend Resolution No. 2010-04 carried unanimously.

9.0 New Business:

- 9.1 Nomination was made by Mayor Fagan to appoint Mary Harvey to fill the vacancy on the Planning and Zoning Commission; nomination was made by Councilman Townsend to appoint Barbara Tague to fill the vacancy on the Planning and Zoning Commission. Nominations ceased; vote was as follows:

Councilman Quinn	<u>Mary Harvey</u>
Councilman Stoll	<u>Barbara Tague</u>
Councilman Brown	<u>Mary Harvey</u>
Councilman Townsend	<u>Barbara Tague</u>
Councilman Driver	<u>Barbara Tague</u>

Barbara Tague is appointed to fill the vacancy and complete the unexpired term on the Planning and Zoning Commission.

- 9.2 Motion was made by Councilman Townsend, second by Councilman Driver, to appoint Councilman Brown as the Council Representative to NWEMS Board of Directors.

Motion carried unanimously.

- 9.3 Robert Hauck presented information regarding the proposed reallocation of position. Motion was made by Councilman Townsend, second by Councilman Driver, to approve

Reallocation of One (1) Full-Time Police Officer Position Authority to One (1) Full-Time Public Safety Officer "Jailer" (PSO) Position Authority.

Motion carried unanimously.

- 9.4 Mark McClure presented information regarding the proposed Development Agreement. Motion was made by Councilman Townsend, second by Councilman Driver, to approve the Development Agreement for Construction of Public Improvement with Tomball Hospital Authority in the amount of \$27,746.29.

Motion carried unanimously.

- 9.5 Mark McClure presented information regarding the proposed Development Agreement. Motion was made by Councilman Stoll, second by Councilman Townsend, to approve the Development Agreement for Construction of Public Improvement with Eagles Nest Christian Fellowship in the Amount of \$18,042.82.

Motion carried unanimously.

- 9.6 Mark McClure presented information regarding the proposed plat. Motion was made by Councilman Townsend, second by Councilman Driver, to approve **ARMENDARIZ PLACE SUBDIVISION REPLAT:** Being a Subdivision of 0.3214 Acres or 14,000 Square Feet of land, being situated in Revised Map of Tomball, an addition in Harris County, Texas and Being a Replat of Lots 21, 22, 23, 24, in Block 31 of Revised Map of Tomball in Harris County, Texas as recorded in Volume 4, Page 25 of the Map Records of Harris County, Texas, 1 Lot and 1 Block.

Motion carried unanimously.

- 9.7 Mark McClure presented information regarding the proposed plat. Motion was made by Councilman Quinn, second by Councilman Brown, to approve **TOMBALL MEDICAL PLAZA FINAL PLAT:** Being a Plat of 2.8278 Acres out of Tract 13, 1.4635-Acre Tract Recorded under File No. J064863 and Tract No. 12, 1.3643-Acre Tract Recorded under File No. J089622 of the Harris County Map Records, Situated in The William Hurd Survey, Abstract 378, Harris County, Texas, 1 Block, and 1 Lot.

Motion carried unanimously.

- 9.8 Shawn Cox presented information regarding the proposed amendment to Policy #3. Motion was made by Councilman Stoll, second by Councilman Brown, to approve the proposed revisions to the City of Tomball's Administrative Policies, Rules and Procedures #3, entitled "*Municipal Court Temporary Judge Selection Procedure*". Motion was made by Councilman Townsend, second by Councilman Quinn, to amend

the motion to approve the proposed revisions to the City of Tomball's Administrative Policies, Rules and Procedures #3, entitled "*Municipal Court Temporary Judge Selection Procedure*" by returning Section 7 to the policy.

Motion, as amended to return Section 7 to the policy, carried unanimously.

- 9.9 Motion was made by Councilman Driver, second by Councilman Stoll, to accept the Resignation of Councilman Warren Driver.

Motion carried unanimously.

- 9.10 Mayor Fagan presented a plaque to Warren Driver, honoring his years of service on the City Council (2004-2010).
- 9.11 Motion was made by Councilman Quinn, second by Councilman Stoll, to approve Resolution No. 2010-10, a Resolution and Order of the City Council of the City of Tomball, Texas, ordering a Special City Officer's Election, to be held in the City of Tomball on Saturday, August 14, 2010; Designating the Polling Places and Appointing Election Officials for Such Election; Directing the Giving of Notice of Such Election; Designating the Date for a Runoff Election if needed; and Providing Details Relating to the Holding of Such Election

Fue hecha la moción por el Concejal Quinn, secundada por el Concejal Stoll, para aprobar la Resolución Nro. 2010-10, una resolución y Orden de la ciudad de Tomball, Texas, ordenando una Elección Especial de Funcionarios de la Ciudad, a celebrarse en la Ciudad de Tomball el sábado 14 de agosto de 2010; designando los lugares de votación y nombrando a los oficiales de dicha Elección; instruyendo que se notifique la celebración de dicha Elección; designando la fecha de la Elección de Desempate de ser necesaria; y disponiendo los detalles relacionados a la celebración de dicha Elección

Kiến nghị được đệ trình bởi Nghị viên Quinn, được Nghị viên Stoll, ủng hộ để chấp thuận Nghị Quyết Số 2010-10, một Nghị Quyết và Lệnh của Hội Đồng Thành Phố của Thành Phố Tomball, Texas, yêu cầu một Cuộc Bầu Cử Viên Chức Thành Phố Đặc Biệt được tổ chức trong thành phố Tomball vào thứ bảy, 14 tháng Tám, 2010; Chỉ định các địa điểm bỏ phiếu và Bổ nhiệm các Viên chức phụ trách Cuộc Bầu Cử cho Cuộc Bầu Cử nói trên; Hướng dẫn Thủ tục Đưa ra Thông Báo về Cuộc Bầu Cử trên; Chỉ định Ngày cho Cuộc Bầu Cử Chung Cuộc nếu cần; và Thiết định các Chi Tiết có liên quan đến việc tổ chức Cuộc Bầu Cử nói trên.

Motion carried unanimously.

La moción fue aprobada por unanimidad.

Kiến nghị đã được thông nhất ủng hộ.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this 6th day of July 2010.

Doris Speer, TRMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 6, 2010

Topic:

Adopt on Second Reading, Ordinance No. 2010-06, an Ordinance of the City of Tomball, Texas, amending Chapter 26, "Emergency Services" of the Code of Ordinances of the City to Establish Policies, Procedures and Regulations as they relate to Alarms; Providing a Penalty in an Amount of not more than \$500 for Violation of any Provision Hereof; Providing for Savings and Severability; Providing for Publication; and Making other Provisions and Findings Related Thereto

Background:

This is the Second Reading of an Ordinance to amend Chapter 26 of the Code of Ordinances. The Ordinance has been revised to adhere to the revisions agreed to by Council at the June 21 workshop.

Origination:

Fire and Police Departments

Recommendation:

Staff recommends approval

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

Randy Parr, Fire Chief and Rob Hauck, Chief of Police

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

ATTACHMENTS:

Ordinance No. 2010-06

ORDINANCE NO. 2010-06

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 26, "EMERGENCY SERVICES" OF THE CODE OF ORDINANCES OF THE CITY OF TOMBALL TO ESTABLISH POLICIES, PROCEDURES AND REGULATIONS AS THEY RELATE TO ALARMS; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN \$500 FOR VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SAVINGS AND SEVERABILITY; PROVIDING FOR PUBLICATION; AND MAKING OTHER PROVISIONS AND FINDINGS RELATED THERETO.

WHEREAS, various state laws regulate alarms, alarm companies, alarm installers and alarm sales in the state of Texas; and

WHEREAS, Texas Local Government Code § 214.191 (formerly Tex.Loc.Gov't Code Ch. 218) authorizes municipal permits for certain alarm systems; and

WHEREAS, Texas Local Government Code § 233.091 authorizes county regulation of certain alarm systems and expressly does not affect the authority of a municipality to enact ordinances regulating alarm systems; and

WHEREAS, City Council finds it necessary to amend its existing alarm regulations to protect the public safety based on changing technology and use of alarm systems; now therefore

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

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

Section 2. Chapter 26, Emergency Services, of the Code of Ordinances of the City of Tomball is hereby to read as follows:

“Chapter 26 – Emergency Services

Article I. In General

Sec. 26.1 Definitions

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

Alarm notification means a notification to the Tomball Police or Fire Department, intended to summon the proper public safety entity, and designed to be initiated:

- (a) intentionally by a person;
- (b) by an alarm system that responds to a stimulus characteristic of unauthorized intrusion; or
- (c) by an automatic or manual response to an incident of a fire or by the activation of a fire suppression or fire detection system.

Alarm site means the property served by an alarm system and under the control of a single owner, tenant, or lessor.

- (a) Residential site means a single family residence and each residential unit of a multi-unit building or complex that is served by an alarm system.
- (b) Commercial site means every premises or location where any business activity is regularly conducted and that is served by an alarm system. Each unit of a business premise or business location, if served by a separate alarm system in a multi-unit building or complex, shall be considered a separate commercial alarm system site.
- (c) Financial site means every premise or location of a financial institution that is required to have an alarm system pursuant to the Bank Protection Act of 1968.
- (d) Education/government site means every premise or location of a public or private school, as well as every location of a federal, state, county, or municipal governmental building.

Alarm system means electrical, electronic, or mechanical equipment that emits, transmits, or relays a signal intended to summon the police or fire department by direct or indirect means, except:

- (a) an alarm system installed on a motor vehicle, unless the vehicle is permanently located at an alarm site;
- (b) an alarm system designed to alert only the residents of a premise not equipped with a local alarm;
- (c) an alarm system installed on a premise:
 - (1) occupied by the United States Government; or
 - (2) owned and occupied by state government;

Alarm system business means a person who sells, installs, services, monitors, or responds to alarm systems or alarm notifications.

Burglar alarm means a device or system that transmits a signal intended to summon police in response to a burglary.

City means the City of Tomball, Texas.

False alarm notification means an alarm notification to the police or fire department resulting in a finding by the responding officer or fire officer or a subsequent investigation by the City, that there is no evidence of actual or attempted unauthorized intrusion, robbery, attempted robbery, other illegal activity or the presence of fire.

Fire alarm system means an alarm system intended to summon the Fire Department for the presence of smoke, fire, heat, or sprinkler system activation, activated by manual or automatic means.

Fire Department means the City of Tomball Fire Department.

Local alarm means an alarm system that emits a signal at an alarm site that is audible or visible from the exterior of a structure and is not connected to a monitoring site.

Master alarm permit means a permit issued to the owner or property manager of a residential apartment complex in which an alarm system operates in one or more individual residential units.

Owner means the person in control of the property including, but not limited to, every person in possession of land within the corporate limits of the City either as owner, purchaser, lessee, tenant or licensee.

Panic alarm means an alarm system that is utilized at either a business, or at the residence of a person, monitored by an alarm system company, and designed only to permit the person to signal the occurrence

of a personal emergency so that the company may dispatch appropriate aid.

Permit holder means the individual responsible for payment of all fees, charges or any civil action that may arise from the operation of an alarm system.

Police Department means the City of Tomball Police Department.

Sec. 26.2 Policies and Procedures

The City Manager may:

- (a) adopt policies and procedures to implement this chapter;
- (b) publish standards of operation for an alarm system; and
- (c) provide a copy of the standards to each permit holder.

Sec. 26.3 Public Safety Response

The Tomball Police Department or the Tomball Fire Department shall respond to the activation of a permitted alarm system as prescribed by the policies and procedures adopted by the City Manager, including the response priorities established by the departments.

Sec. 26.4 Governmental Immunity

An alarm permit is not intended to, nor will it, create a contract, duty or obligation, either expressed or implied, for a city emergency response. Any and all liability and consequential damage resulting from the failure or inability to respond to a notification is hereby disclaimed and governmental immunity as provided by law is retained. By applying for an alarm permit, the alarm user acknowledges that a city emergency response may be influenced by factors such as the availability of city emergency services, priorities of calls, weather conditions, emergency conditions, staffing levels, and prior response history.

Article II. Permits and Applications

Sec. 26.10. Permit Required

- (a) A person shall obtain an alarm permit issued by the City of Tomball before the person operates an alarm system.
- (b) A person must obtain a separate alarm permit for each alarm site.

- (c) A permit holder shall:
 - (1) keep the alarm permit at the alarm site; and
 - (2) produce the alarm permit for inspection at the request of an employee of the Police or Fire Department.

Sec. 26.11 Permit Application Fees

The nonrefundable application fee for an alarm permit, an annual permit renewal, or a permit reinstatement is:

- (a) \$50 for nonresidential areas of an apartment complex equipped with a burglary alarm, hold-up, panic, duress alarm system, or fire alarm system; and
- (b) \$50 for commercial alarm sites equipped with a burglary alarm, hold-up, panic alarm, or fire alarm system.

Sec. 26.12 Permits for System in an Apartment Complex

- (a) The owner or property manager of an apartment complex shall obtain a master alarm permit if an alarm system is operated in:
 - (1) a residential unit on the premises, whether the alarm system is furnished by the owner or property manager or contracted for by an individual tenant; or
 - (2) a non-residential area of the apartment complex, including a common tenant area, office, storage, or equipment area.
- (b) A tenant of an apartment complex shall obtain an individual alarm permit before the tenant operates or causes the operation of an alarm system in the tenant's residential unit.

Sec 26.13 Permit Applications and Renewal

- (a) A person who owns leases, occupies, or manages an alarm site shall file an application for an alarm permit and the application fee under this chapter with the City of Tomball on an approved form.
 - (1) The name, address, telephone number, and driver's license number of the person who will be the permit holder and be responsible for the proper maintenance and operation of the alarm system and payment of fees assessed under this article;
 - (2) the classification of the alarm site as either residential or commercial;

- (3) identification of the alarm system as either a burglar alarm, hold-up, panic, duress alarm, fire alarm system or a combination of the above;
 - (4) any other information required by the City that is necessary for the enforcement of his article.
- (b) A permittee shall file an application to renew a permit not later than 30-days before its expiration.

Sec 26.14 Permit Terms

- (a) A permit issued under this chapter is effective for 12 months from the date of issuance.
- (b) A permit issued under this chapter is non-transferable and non-refundable.

Sec 26.15 Other Fees.

A permittee, including the holder of a master alarm permit, shall pay to the City of Tomball:

- (a) the permit application fee;
- (b) a late payment fee, if the person fails to pay the permit fee by its due date; and
- (c) other fees related to a permit, including a false alarm service fee assessed under Sec. 26.21 (*False Alarm Notification*).

Sec. 26.16 Grounds for Permit Denial

The City Manager may deny an application for a permit after at least 30 days notice if the applicant has:

- (a) made a false statement on the application;
- (b) made a false oral statement in connection with the application;
- (c) failed to pay a fee assessed under this chapter; or
- (d) had an alarm permit for an alarm site revoked and the violation resulting in the revocation remains uncorrected.

Sec. 26.17 Permit Revocation

The City of Tomball shall revoke an alarm permit if the City Manager determines after at least 30 days notice that:

- (a) an applicant has made:
 - (1) a false statement made on a permit application; or
 - (2) a false oral statement relating to a permit application; or
- (b) A permittee has:
 - (1) violated this chapter
 - (2) failed to pay a fee assessed under this chapter; or
 - (3) failed to maintain the alarm system to minimize false alarm notifications and ensure proper operation of the alarm system.

Sec. 26.18 Reinstatement of Permit

The City Manager may reinstate a permit revoked under Sec. 26.17 (*Permit Revocation*) if the City Manager determines that the applicant:

- (a) has paid the fees required under Sec. 26.15 (*Fees*); and
- (b) operates the alarm system in accordance with this chapter.

Sec. 26.19 Appeal From Denial of Revocation

- (a) If the City Manager denies an application for, or revokes an alarm permit, then the City Manager shall notify the applicant or permittee by certified mail, return receipt requested.
- (b) Not later than the 10th day after the affected person receives notice of an adverse action by the City Manager, the person may file a notice of appeal to the Municipal Court, including the reason for the appeal. Failure to file a timely appeal under this subsection results in the City Manager's action becoming final.
- (c) If an applicant or permittee files a timely appeal under this section, the City Manager's action is stayed.
- (d) The Municipal Court shall hear the appeal. The Municipal Court:
 - (1) shall make a decision based on the basis of a preponderance of the evidence presented;

- (2) shall render a decision not later than the 60th day after an appeal is filed; and
 - (3) may affirm, reverse, or modify the action of the City Manager.
- (e) The decision of the Municipal Court is final.

Sec. 26.20 Operation and Maintenance of an Alarm System

- (a) A permittee;
 - (1) shall maintain a premise containing an alarm system to ensure the proper operation of the alarm system;
 - (2) shall maintain the alarm system to minimize false alarm notifications;
 - (3) within one hour of notification by the city that an alarm system requires repair or inactivation, shall:
 - a. respond or cause an alarm system business representative to respond to repair or inactivate the malfunctioning alarm system;
 - b. provide access to the premises; or
 - c. provide security for the premises; and
 - (4) may not manually activate an alarm system except to report the occurrence of an event that the alarm system was designed to report.
- (b) A permittee with a local alarm shall adjust the mechanism to prevent an alarm signal from sounding for longer than 15 minutes after activation.
- (c) A permittee shall notify the City if the permittee relinquishes control of the alarm site and cancels the permit. If a permittee fails to notify the City under this section, the permittee shall pay fees associated with the permit, if any.

Sec. 26.21 False Alarm Notification

- (a) If an alarm system transmits more than three false burglar alarms or fire alarm notifications within a 12-month period, the permittee shall pay a service fee for the fourth and each subsequent false burglar alarm notification.

Residential Alarms

- (1) For each response for the first through the 3rd No Fee
- (2) For each response after the 3rd through the 5th \$25.00
- (3) For each response after the 5th through the 8th \$50.00

- (4) For each response after the 8th \$100.00

Commercial Alarms

- (1) For each response for the first through the 3rd No Fee
(2) For each response after the 3rd through the 5th \$50.00
(3) For each response after the 5th through the 8th \$75.00
(4) For each response after the 8th \$100.00
- (b) If an alarm system transmits more than two false panic alarm notifications within a 12-month period, the permittee shall pay the maximum service fee permitted by state law, but not more than \$100, for the third and each subsequent false panic alarm notification.
- (c) A tenant holding an individual alarm permit shall pay a false alarm notification fee related to a transmission from the alarm system in the tenant's unit.
- (d) The permittee holding the master alarm permit holder shall pay a false alarm notification fee related to a transmission from an unoccupied unit or a unit for which a tenant has not obtained an individual alarm permit.
- (e) The City Manager may investigate and waive payment of a service fee assessed under this section.

Article III. Offenses and Penalties

Sec. 26.30 Offenses

- (a) A person commits an offense if the person operates, cause to be operated, or allows the operation of an alarm system:
- (1) without a permit issued under this chapter;
(2) in violation of this chapter; or
(3) that automatically dials the 911 Emergency Communications System.

Sec. 26.31 Penalties

- (a) A person who fails to comply with this chapter commits a class C misdemeanor punishable by a fine of not more than \$500.00.
- (b) Each day or portion of a day during which a violation occurs or continues constitutes a separate offense.

- (c) In addition to a criminal penalty under this chapter, a person who operates, causes to be operated, or allows to be operated an alarm system without a valid permit shall be charged a fee for each Police Department or Fire Department response to the activation of an un-permitted alarm system.
- (d) In this chapter, a guilty plea, deferred disposition, deferred adjudication, or probation by a court of competent jurisdiction constitutes a conviction.
- (e) A person who makes a false statement on an application commits a violation of Section 37.10 (*Tampering with Governmental Record*) of the Texas Penal Code.”

Section 3. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

Section 4. It is the intent of the City that this Ordinance shall comply in all respects with the applicable provisions of the United States Constitution, the Texas Constitution, and the Charter of the City of Tomball. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 5. Any person, firm or corporation that knowingly violates any of the provisions or terms of this Ordinance shall be subject to the same penalty as provided for in the Code of Ordinances of the City of Tomball, Texas, and, upon conviction, shall be punished by a fine not to exceed five hundred (\$500.00) dollars for each offense.

Section 6. This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law and the City's home rule Charter.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21ST DAY OF JUNE 2010.

COUNCILMAN QUINN	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN BROWN	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN DRIVER	<u>AYE</u>

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 6TH DAY OF JULY 2010.

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

ATTEST:

Gretchen Fagan, Mayor

Doris Speer, City Secretary

Regular City Council

Agenda Item

Meeting Date: July 6, 2010

Data Sheet

Topic:

Approve proposed Lease Agreement with Frank and Russell DeNina for the Property containing the Day Labor Site.

Background:

On October 17, 2000, the City of Tomball signed a lease with Frank and Russell DeNina for use of their 3.547 acre tract of land located on the East side of the railroad tracks and South of Main Street. The City has used this area as the location for the Day Labor Site. The lease was for a period of five (5) years, with an option to extend an additional two (2) years. On June 12, 2006, the lease was extended until October 17, 2007. Since then, no other agreements have been signed; however, the City has continued to honor the lease by paying the ad valorem taxes on the property. Taxes paid on the property are as follows:

- 2000 to 2002 - \$5,087.86
- 2003 to 2004 - \$4981.44
- 2005 - \$2,478.32
- 2006 - \$2,333.79
- 2007 - \$2,051.22
- 2008 - \$1,301.84
- 2009 - \$1,487.88

Based on the terms of the previous lease agreement, Staff, along with the City Attorney, has drafted the new lease. The only major change to the lease is the removal of the environmental study provision. In 2000, the City had an Environmental Study of the area conducted and found that there were remnants of two fuel storage tanks, but that there should be no risk to the day labor site occupants.

The new lease is for five (5) years with an option to renew for an additional two (2) years.

Origination:

Shawn Cox, Assistant to the City Manager

Recommendation:

N/A

Funding:

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

Mayor Fagan

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER

☐ YES ☐ NO

☐ 1ST ☐ 2ND

ATTACHMENTS:

Proposed Lease Agreement 2010

Original Lease Agreement_2000

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered as of the _____ day of _____, 2010, by and between Frank DeNina and Russell DeNina, individuals, whose principal address is 27100 Tomball Parkway, Tomball, TX 77375 ("Lessor"), and the City of Tomball, a home rule municipal corporation located in Harris County, Texas, having its City Hall located at 401 W. Market Street, Tomball, TX 77375 (the "City").

Whereas, Lessor is the owner of a certain 3.547 acre tract of land, more or less, located within the City of Tomball, Harris County, Texas; and

Whereas, the City desires to lease said 3.547 acre tract from Lessor for use by the City as a day worker's assembly and collection facility; and

Whereas, Lessor is willing to lease said 3.547 acre tract to the City subject to the terms and conditions contained herein; now therefore

For and in consideration of the mutual obligations and benefits to be derived hereunder, Lessor and the City do hereby agree as follows:

Section 1. Lessor agrees to lease to the City, and the City agrees to lease from Lessor, all of that certain 3.547 acre tract of land, more or less, located in the City of Tomball, Harris County, Texas, said 3.547 acre tract being more particularly described and depicted in Exhibit "A" attached hereto and for all things, made a part hereof (the "Property").

Section 2. The primary term of this lease shall be for a period of five (5) years, commencing on the effective date written above, which primary five (5) year term may be extended for an additional period of two (2) years (the "Renewal Term") upon effective notice thereof to Lessor not less than (90) days prior to the expiration of the Primary Term. Notwithstanding the foregoing, Lessor shall have the right at any time after the end of the first year of this agreement to terminate this Lease, upon ninety (90) days advance written notice thereof, subject to payment by Lessor to the City of proportionate amount of the capital expenditures up to a maximum of \$15,000 made by the City to the Property after the effective date of this Lease, such proportionate amount being the percentage thereof that equals the percentage of the primary Term during that the City occupied the Property. The City shall have the right, at any time, to terminate this lease upon thirty (30) days advance written notice thereof.

Section 3. The City shall pay to Lessor, as its annual lease payment, an amount that equals the total ad valorem taxes that may become due and payable on the Property during the Term or any Renewal Term hereof, including, but not limited to, ad valorem taxes levied by any school district, county, city, conservation reclamation district, hospital district, or any other lawfully constituted taxing unit for that year. Rental shall be due and payable on or before December 15 of each calendar year. For any year of the Primary Term or and Renewal Term that includes less than a full calendar year, the lease payment shall be prorated based upon the portion of the year during which this lease agreement is in effect. It is expressly recognized and agreed between Lessor and the City that the value of the leasehold interest being obtained by the City hereunder exceeds the rental as provided by this Section. The City agrees to cooperate with Lessor, at request of Lessor, with establishing a fair market value of such leasehold estate for the purpose of determining the value of the contribution made by Lessor to the City hereunder.

Section 4. The City shall be authorized to construct and place fixtures and other improvements on the Property as reasonably necessary to provide for the safe and healthful assemblage of day workers and employers. Such improvements may include, but shall not be limited to, perimeter fencing, lighting, portable water facilities, sanitary sewer facilities, including portable toilets, seating, designated vehicular and bicycle parking areas, and shelters. All such improvements constructed or placed on the Property shall be approved by Lessor, which approval shall not be unreasonably withheld.

Section 5. The City agrees to maintain the Property in accordance with the same standards applicable to maintenance of other similar properties of the City. At a minimum, such maintenance shall include regular policing of the grounds and trash removal. The City shall not use, or permit the use of, the Property in any manner that results in waste.

Section 6. The City agrees to maintain policies of liability insurance, insuring against personal injury property damage arising from use of the Property, such policies to provide coverage in amounts not less than those carried for other similar properties by the City. The City shall maintain such policies of insurance at all times during the Term or Renewal Term of this Lease.

Section 7. The City shall return the Property at the termination of the lease in a comparable condition to that which existed on the effective date hereof, normal wear and tear expected. Notwithstanding the foregoing, the City shall not be required to remove fixtures attached to the Property by the City during the Term hereof unless any such fixture shall constitute an attractive nuisance. The City shall not allow attractive nuisance to exist on the Property, nor shall the City return the Property to Lessor at the termination hereof with any attractive nuisance existing on the Property.

Section 8. The City shall be authorized to use the Property as a day laborer assembly and collection site and if agreed upon in writing by both the Lessor and the City for any other lawful municipal purposes.

Section 9. If the City defaults in performing any covenant or term of this Lease and does not correct the default within thirty (30) days after receipt of written notice from Lessor to the City to do so, the City shall be deemed in default hereunder and Lessor shall be entitled to terminate this Lease.

Section 10. Lessor warrants that they own the Property in fee simple.

Section 11. Lessor covenants that as long as the City pays the rental and other charges under this Lease and observes the covenants and terms of this Lease, the City will lawfully hold, occupy, and enjoy the Property during the lease Term and any Renewal Term hereof without being disturbed by Lessor or any person claiming under Lessor, except for any portion of the Property taken under the power of eminent domain. In the event of any such taking by eminent domain, the City shall be entitled to a prorated reduction of rentals equivalent to the reduction in the Property. Provided further, in the event any such taking of the Property by eminent domain leaves insufficient space for the City to provide the facilities contemplated hereby, the City shall be entitled to terminate this Lease.

Executed in duplicate originals as of the date provided above.

THE CITY

City of Tomball, Texas

By: _____

Mayor

Attest:

Doris Speer
City Secretary

LESSOR

Frank DeNina

Russell DeNina

ACKNOWLEDGMENTS

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the _____ day of _____, 2010, by _____, Mayor of the City of Tomball, TX.

Notary Public In and For the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the _____ day of _____, 2010, by Doris Speer, City Secretary for the City of Tomball, TX.

Notary Public In and For the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the _____ day of _____, 2010, by Frank DeNina.

Notary Public In and For the State of Texas

My Commission Expires: _____

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the _____ day of _____, 2010, by Russell DeNina.

Notary Public In and For the State of Texas

My Commission Expires: _____

LEASE AGREEMENT

This Lease Agreement (the "Lease") is made and entered into as of the _____ day of _____, 2000, by and between Frank DeNina and Russell DeNina, individuals, whose principal address is 27100 Tomball Parkway, Tomball, Texas, 77375 ("Lessor"), and the City of Tomball, a home rule municipal corporation located in Harris County, Texas, having its City Hall located at 401 W. Market Street, Tomball, Texas ("Lessee").

Whereas, Lessor is the owner of a certain 3.547 acre tract of land, more or less, located within the City of Tomball, Harris County, Texas; and

Whereas, Lessee desires to lease said 3.547 acre tract from Lessor for use by Lessee as a day workers' assembly and collection facility; and

Whereas, Lessor is willing to lease said 3.547 acre tract to Lessee subject to the terms and conditions contained herein; now therefore

For and in consideration of the mutual obligations and benefits to be derived hereunder, Lessor and Lessee do hereby agree as follows:

Section 1. Lessor agrees to lease to Lessee, and Lessee agrees to lease from Lessor, all of that certain 3.547 acre tract of land, more or less, located in the City of Tomball, Harris County, Texas, said 3.547 acre tract being more particularly described and depicted in Exhibit "A" attached hereto and for all things made a part hereof (the "Property").

Section 2. The Primary Term of this Lease shall be for a period of five (5) years, commencing on the effective date written above, which primary five (5) year term may be extended for an additional period of two (2) years (the "Renewal Term") upon notice thereof to Lessor not less than ninety (90) days prior to the expiration of the Primary Term. Notwithstanding the foregoing, Lessor shall have the right at any time after the end of the first year of this agreement to terminate this Lease, upon ninety (90) days advance written notice thereof, subject to payment by Lessor to Lessee of a proportionate amount of the capital expenditures up to a maximum of \$15,000 made by Lessee to the Property, such proportionate amount being the percentage thereof which equals the percentage of the primary Term during which Lessee occupied the Property. Lessee shall have the right, at any time, to terminate this lease upon thirty (30) days advance written notice thereof.

Section 3. Lessee shall pay to Lessor, as lease payments, an amount which equals the total ad valorem taxes which may become due and payable on the Property during the Term or any Renewal Term hereof, including, but not limited to, ad valorem taxes levied by any school district, county, city, conservation reclamation district, hospital district, or any other lawfully constituted taxing unit. Rental shall be due and payable on or before December 15th of each calendar year. For any year of the Primary Term or any Renewal Term which includes less than a full calendar year, the lease payment shall be prorated based upon the portion of the year during

which this lease agreement is in effect. It is expressly recognized and agreed between Lessor and Lessee that the value of the leasehold interest being obtained by Lessee hereunder exceeds the rental as provided by this Section. Lessee agrees to cooperate with Lessor, at request of Lessor, with establishing a fair market value of such leasehold estate for the purpose of determining the value of the contribution make by Lessor to Lessee hereunder.

Section 4. Lessee shall be authorized to construct and place fixtures and other improvements on the Property as reasonably necessary to provide for the safe and healthful assemblage of day workers and employers. Such improvements may include, but shall not be limited to, perimeter fencing, lighting, potable water facilities, sanitary sewer facilities, including portable toilets, seating, designated vehicular and bicycle parking areas, and shelters. All such improvements constructed or placed on the Property shall be approved by Lessor, which approval shall not be unreasonably withheld.

Section 5. Lessee agrees to maintain the Property in accordance with the same standards applicable to maintenance of other similar properties of Lessee. At a minimum, such maintenance shall include regular policing of the grounds and trash removal. Lessee shall not use, or permit the use of, the Property in any manner that results in waste.

Section 6. Lessee agrees to maintain policies of liability insurance, showing Lessor as an additional insured, insuring against personal injury and property damage arising from use of the Property, such policies to provide coverage in amounts not less than those carried for other similar properties by Lessee. Lessee shall maintain such policies of insurance at all times during the Term or any Renewal Term of this Lease, and shall provide to Lessor upon request certificates evidencing such coverages.

Section 7. Lessee shall return the Property at the termination of the lease in a comparable condition to that which existed on the effective date hereof, normal wear and tear excepted. Notwithstanding the foregoing, Lessee shall not be required to remove fixtures attached to the Property by Lessee during the Term hereof unless any such fixture shall constitute an attractive nuisance. Lessee shall not allow an attractive nuisance to exist on the Property, nor shall Lessee return the Property to Lessor at the termination hereof with any attractive nuisance existing on the Property.

Section 8. Lessee shall be authorized to use the Property as a day laborer assembly and collection site and if agreed upon in writing by both lessor and lessee for any other lawful municipal purposes.

Section 9. Lessee shall be authorized to provide for an environmental assessment to be conducted of the Property by a qualified environmental consultant, which assessment shall be conducted in as expeditious a manner as is reasonably practicable. The assessment shall be conducted according to the following minimum standards: (a) Phase I of the assessment shall include a review of available documents, interviews with people aware of operations that have been conducted on the Property, and a physical inspection of the Property; (b) Phase II of the assessment may be conducted if the results of Phase I are inconclusive to show the presence or

absence of any hazardous substances on the Property. In the event that a Phase II of the assessment is required, it shall include a more detailed review of the Real Property, and specialized physical sampling as indicated necessary from the results of Phase I; (c) If the results of the Phase II assessment are inconclusive to show the presence or absence of any hazardous substances on the Real Property, a Phase III assessment may be conducted. The nature of the inquiries to be made in the Phase III assessment, if any, shall be determined by the Purchaser and the environmental consultant retained to conduct the assessment following the Purchaser's analysis of the report on the Phase II assessment.

The cost of any environmental assessment performed pursuant to this Section shall be paid solely by Lessee. Lessor agrees to cooperate with all inquiries made by the environmental consultant, including, but not limited to, giving the environmental consultant access to the Property at all times and making all records kept by Lessor concerning releases of hazardous substances on the Property available to the consultant for inspection at Lessor's offices. Lessee shall be liable for the repair of any damage or destruction to the Property as a result of any such environmental assessment. Any such repair or restoration shall return the Property to its original condition prior to the conduct of any such environmental site assessment activity.

Section 10. If Lessee defaults in performing any covenant or term of this Lease and does not correct the default within thirty (30) days after receipt of written notice from Lessor to Lessee to do so, Lessee shall be deemed in default hereunder and Lessor shall be entitled to terminate this Lease.

Section 11. Lessor warrants that he is the owner in fee simple of the Property.

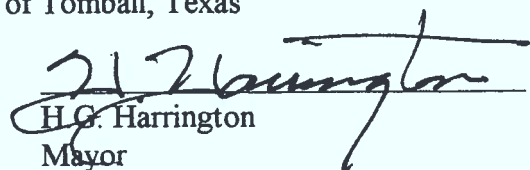
Section 12. Lessor covenants that as long as Lessee pays the rental and other charges under this Lease and observes the covenants and terms of this Lease, Lessee will lawfully hold, occupy, and enjoy the Property during the lease Term and any Renewal Term hereof without being disturbed by Lessor or any person claiming under Lessor, except for any portion of the Property taken under the power of eminent domain. In the event of any such taking by eminent domain, Lessee shall be entitled to a prorated reduction of rentals equivalent to the reduction in the Property. Provided further, in the event any such taking of the Property by eminent domain leaves insufficient space for Lessee to provide the facilities contemplated hereby, Lessee shall be entitled to terminate this Lease.

Executed in duplicate originals as of the date provided above.

LESSEE

City of Tomball, Texas

By:


H.G. Harrington
Mayor

Attest:

Mary Coker
Mary Coker
City Secretary

LESSOR

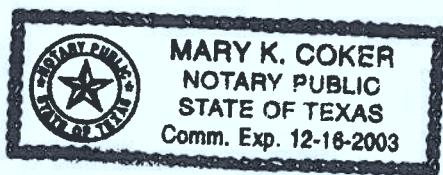
Frank DeNina
Frank DeNina
Russell DeNina
Russell DeNina

ACKNOWLEDGMENTS

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 3rd day of October, 2000,
by H.G. Harrington, Mayor of the City of Tomball, Texas.



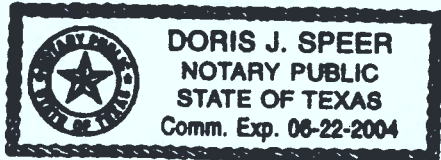
Mary K. Coker
Notary Public In and For the State of Texas

My Commission Expires: 12-16-03

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 3rd day of October, 2000,
by Mary Coker.



Doris J. Speer
Notary Public In and For the State of Texas

My Commission Expires: 6-22-2004

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 17th day of OCTOBER, 2000,
by Frank DeNina.

Cheeryl Hintz
Notary Public In and For the State of Texas

My Commission Expires: 01/06/01

THE STATE OF TEXAS

COUNTY OF HARRIS

This instrument was acknowledged before me on the 10th day of OCTOBER, 2000,
by Russell DeNina.

Cheeryl Hintz
Notary Public In and For the State of Texas

My Commission Expires: 01/06/01

Regular City Council Agenda Item Data Sheet

Meeting Date: July 6, 2010

Topic:

Consideration and Possible Action to Approve Receiving "To the Fallen" Monument.

Background:

The friends and family of Cpl. Jeffrey Johnson, USMC, would like to donate to the City of Tomball a monument dedicated to the soldiers who have given their lives for our country. The monument would be in memory of Cpl. Johnson. The location considered for the monument is at the Jerry Matheson Park Memorial Playground.

Origination:

Family/friends of Cpl. Jeffrey Johnson

Recommendation:

N/A

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

City Secretary

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

ATTACHMENTS:

Letter to the Mayor

Proposal

Mayor Fagan,

Thank you for meeting with us and the Johnson family last Wednesday and the support that yourself and other city officials have shown thus far. It has meant a lot to me and the Johnson family with the way the city of Tomball came together on the days Cpl. Johnson was brought home and laid to rest, I believe that those three days really showed what this great town is made of. With that being said I am attaching a proposal for a monument to be built on Tomball property honoring all of the men and women who have given their lives so that we have the freedom that we have today, in memory of a Tomball resident Cpl. Jeffrey Johnson.

Thank you,

Bobby Payne

To The Fallen

A monument to honor all of the fallen soldiers in memory of Cpl. Johnson

- I would like the monument to be placed somewhere in Tomball city limits, the location that has been discussed the most is at the Jerry Matheson Park Memorial Playground
- The base of the monument is going to be black granite in the shape of the Pentagon with an approximate size of five foot diameter displaying the five US Forces
- On the right side there will be a flag pole with an American Flag flying at half mast made of bronze
- On the left there will be a statue of Cpl. Johnson saluting the flag in his formal blues also made of bronze
- In the event any other US soldiers from Tomball who receive the purple heart while protecting our freedom we would like to lower the US Flag at Jerry Matheson Park and present it to the family of the fallen soldier from the city of Tomball and the Johnson family
- We would like to have a place to show the names of the sponsors and volunteers that would make this project possible

Regular City Council Agenda Item Data Sheet

Meeting Date: July 6, 2010

Topic:

Presentation and Discussion regarding the Refinancing of Previously Issued City of Tomball, Texas Series 1995 and 1998 Bonds for Savings and Authorization of Appropriate Action

Background:

Mr. Joe Morrow of First Southwest, our financial advisors, will be here to discuss the possible savings of issuing refunding bonds at a lower interest rate than we are currently paying on the Series 1995 and 1998 Bonds.

Origination:

Glenn Windsor, CPA, Finance Director Treasurer

Recommendation:

Approval from council for First Southwest to proceed with the refunding of the existing Series 1995 and 1998 bonds and to allow them to monitor the Series 2002 for the best time to refund that issue.

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

Glenn Windsor, CPA, Finance Director Treasurer

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

Regular City Council

Agenda Item

Meeting Date: July 6, 2010

Data Sheet

Topic:

Adopt, on First Reading, Ordinance No. 2010-14, an Ordinance of the City Council of Tomball, Texas, Approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number One (Pine Country of Tomball Subdivision)

Background:

Public infrastructure improvements have been completed for the Section Two of Pine Country of Tomball Subdivision within Public Improvement District Number One. Per Chapter 372 of the Local Government Code, a Service and Assessment Plan must be approved by City Council prior to levying the assessments. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the Section Two. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by square footage of the lots. The total, one-time assessment per square foot of residential property proposed is \$0.9618. The annual installment (financed assessment rate) proposed is \$0.1056 per square foot of residential property. \$0.9618 per square foot of property represents the principal amount of the assessment. The annual payment, principal, and interest are demonstrated on the attached amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

The assessments are formulated to reimburse the developer for 50% of the public infrastructure costs of the development plus interest while staying at or below the equivalent of a \$0.50 tax rate on a project wide basis. For illustration, the attached amortization schedule details a typical 9,000 square foot lot dimension in Section Two. It is estimated that the average price of the homes to be constructed in Section Two will be \$240,000. The annual assessment payment for the 9,000 lot dimension is \$1,009.29, or the equivalent of a \$0.42 tax rate on a \$240,000 home.

The assessment term proposed is 15 years which is longer than the 10 years called for in the development agreement. This was necessitated by higher than expected construction costs.

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

Origination:

Scott Bean, PID Contract Administrator, Hawes Hill Calderon, LLP

Recommendation:

Adopt Ordinance No. 2010-15 on First Reading

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	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

PID Primer

Service and Assesment Plan

Ordinance No. 2010-14

Assessment Roll

COT PID Policy

Public Improvement District (PID) Primer

What is a PID?

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

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

What can a PID finance?

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

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

How does the PID finance the projects?

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

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

How is a PID created and dissolved?

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

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

Does the City have any additional requirements?

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

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

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

EXHIBIT A

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

1. Introduction

This Service and Assessment Plan (the “Plan”) is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code (the “Act”), and pursuant to Resolution No. 2007-14 creating the Public Improvement District Number One (the “PID” or the “District”), City of Tomball (the “City”), Harris County, Texas. The creation of the PID was initiated by a petition (the “Creation Petition”) submitted by property owners within the PID boundaries in compliance with the requirements of Section 372.005 of the Act.

2. Boundaries

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

3. Administration of the District

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

4. Public Improvements

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

A. Pine Country of Tomball Section Two

Section Two of the Pine Country of Tomball Subdivision has been developed by PCOT Investments, Inc. and contains 68 single-family residential lots within the Public Improvement District. The Public Improvements authorized under this Plan for Pine Country Section Two, and the estimated costs thereof, are described below:

Pine Country Section Two
PID COSTS

PUBLIC IMPROVEMENT	ESTIMATED COST	PID COSTS (50%)
Water Lines, Sanitary Sewer, Storm Sewer & Drainage, Gas, Street Paving, Off-Site Utility Extensions, SWPPP, Engineering & Contingencies, Payment/Performance Bonds and Permits, PID Creation Costs	\$1,458,874	\$729,437
SUBTOTAL	\$1,458,874	\$729,437
Financing Cost		\$471,887
Administration		\$60,068
TOTAL		\$1,261,392

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

5. Construction of Public Improvements

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

6. Conveyance of Improvements to the City

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

7. Authorized Improvements

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

meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the Public Improvements authorized herein began in calendar year 2007. The actual costs of the Public Improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by Developer

The Developer will advance the funds for construction of the Public Improvements and will be entitled to repayment pursuant to the Development Agreement executed between the City and the Developer.

9. Apportionment of Costs

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

10. Levy of Assessments

The assessment year shall be concurrent with the City's tax year. The assessments against property may be paid in annual installments based on an amortization of not more than fifteen (15) years plus the period between the effective date of the assessment ordinance and the date of the first installment. The interest rate on financed assessments is seven percent (7.0%) per annum.

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

A. Pine Country Section Two

The Plan estimates the following assessments for residential properties in Woodmark according to the cost of the Public Improvements. The total assessment can be paid upfront at the time the property containing a habitable structure is purchased or at any time thereafter. The assessment can also be financed and paid in equal annual installments over fifteen (15) years as prescribed below.

Total Assessment	\$0.9618 per square foot of residential property
Financed Assessment	\$0.1056 per square foot of residential property per year

B. Levy and collection.

Notice of the levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the installment of the assessment levy will be due and payable at the same time property taxes are due and payable to the City. Financed assessments shall bear interest at seven percent (7.0%) per annum.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy. The City will invoice each owner of property for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment together with interest as provided herein has been paid in full. The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility of for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, including prior mortgage liens, to the extent allowed by Section 372.018(b) of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the City's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment lien shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment.

EXHIBIT A

REPLAT

PINE COUNTRY OF TOMBALL, SECTION TWO
A RESIDENTIAL SUBDIVISION OF 26.2813 ACRES
COMPRISED OF 2 BLOCKS, 68 RESIDENTIAL LOTS, AND 3 RESERVES
AND

PINE COUNTRY OF TOMBALL, SECTION THREE
AN UNRESTRICTED RESERVE OF 29.4207 ACRES

BEING A REPLAT OF PINE COUNTRY OF TOMBALL, SECTION
TWO, OF 55.7020 ACRES AS RECORDED IN H.C.

FILM CODE # 624053

LOCATED IN THE
JOHN EDWARDS SURVEY, A-20 AND THE CHAUNCEY GOODRICH
SURVEY A-311 CITY OF TOMBALL, HARRIS COUNTY, TEXAS

FEB, 2009

ORDINANCE NO. 2010-14

**AN ORDINANCE OF THE CITY COUNCIL OF TOMBALL,
TEXAS, APPROVING THE SERVICE AND ASSESSMENT
PLAN FOR THE CITY OF TOMBALL PUBLIC
IMPROVEMENT DISTRICT NUMBER ONE (PINE
COUNTRY OF TOMBALL SUBDIVISION)**

* * * * *

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

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

WHEREAS, the City passed and adopted Resolution No. 2007-14 on March 5, 2007 establishing the City of Tomball Public Improvement District Number One; and

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

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

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

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

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

FIRST READING:

READ, PASSED AND ADOPTED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF JULY 2010.

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

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 19TH DAY OF JULY 2010.

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

PASSED first reading the ____ day of _____, 2010.

PASSED second reading the ____ day of _____, 2010.

PASSED AND ADOPTED the ____ day of _____, 2010.

GRETCHEN FAGAN, Mayor

Attest:

DORIS SPEER, City Secretary

Approved as to form:

SCOTT BOUNDS, City Attorney

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

Owner	Block #	Lot #	Lot Area (s.f.)	Total Assessment Rate	Total Assessment	Financed Assessment Rate	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
PCOT Investments, Inc.	1	1	22020	0.9618	\$ 21,178.84	\$ 0.1056	\$ 2,325.31	15 years	\$ 58.89	\$ 2,384.20
PCOT Investments, Inc.	1	2	8751	0.9618	\$ 8,416.71	\$ 0.1056	\$ 924.11	15 years	\$ 58.89	\$ 983.00
PCOT Investments, Inc.	1	3	8995	0.9618	\$ 8,651.39	\$ 0.1056	\$ 949.87	15 years	\$ 58.89	\$ 1,008.76
PCOT Investments, Inc.	1	4	8864	0.9618	\$ 8,525.40	\$ 0.1056	\$ 936.04	15 years	\$ 58.89	\$ 994.93
PCOT Investments, Inc.	1	5	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	6	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	7	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	8	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	9	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	10	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	11	9732	0.9618	\$ 9,360.24	\$ 0.1056	\$ 1,027.70	15 years	\$ 58.89	\$ 1,086.59
PCOT Investments, Inc.	2	1	20059	0.9618	\$ 19,292.75	\$ 0.1056	\$ 2,118.23	15 years	\$ 58.89	\$ 2,177.12
PCOT Investments, Inc.	2	2	9091	0.9618	\$ 8,743.72	\$ 0.1056	\$ 960.01	15 years	\$ 58.89	\$ 1,018.90
BGB Interests LP	2	3	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	4	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	5	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	6	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	7	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	8	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	9	9398	0.9618	\$ 9,039.00	\$ 0.1056	\$ 992.43	15 years	\$ 58.89	\$ 1,051.32
PCOT Investments, Inc.	2	10	10938	0.9618	\$ 10,520.17	\$ 0.1056	\$ 1,155.05	15 years	\$ 58.89	\$ 1,213.94
PCOT Investments, Inc.	2	11	10424	0.9618	\$ 10,025.80	\$ 0.1056	\$ 1,100.77	15 years	\$ 58.89	\$ 1,159.66
PCOT Investments, Inc.	2	12	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	13	10380	0.9618	\$ 9,983.48	\$ 0.1056	\$ 1,096.13	15 years	\$ 58.89	\$ 1,155.02
PCOT Investments, Inc.	2	14	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	15	11204	0.9618	\$ 10,776.01	\$ 0.1056	\$ 1,183.14	15 years	\$ 58.89	\$ 1,242.03
PCOT Investments, Inc.	2	16	9357	0.9618	\$ 8,999.56	\$ 0.1056	\$ 988.10	15 years	\$ 58.89	\$ 1,046.99
PCOT Investments, Inc.	2	17	12458	0.9618	\$ 11,982.10	\$ 0.1056	\$ 1,315.56	15 years	\$ 58.89	\$ 1,374.45
PCOT Investments, Inc.	2	18	12458	0.9618	\$ 11,982.10	\$ 0.1056	\$ 1,315.56	15 years	\$ 58.89	\$ 1,374.45
PCOT Investments, Inc.	2	19	9352	0.9618	\$ 8,994.75	\$ 0.1056	\$ 987.57	15 years	\$ 58.89	\$ 1,046.46
PCOT Investments, Inc.	2	20	11195	0.9618	\$ 10,767.35	\$ 0.1056	\$ 1,182.19	15 years	\$ 58.89	\$ 1,241.08
PCOT Investments, Inc.	2	21	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	22	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	23	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	24	18321	0.9618	\$ 17,621.14	\$ 0.1056	\$ 1,934.70	15 years	\$ 58.89	\$ 1,993.59
PCOT Investments, Inc.	2	25	16440	0.9618	\$ 15,811.99	\$ 0.1056	\$ 1,736.06	15 years	\$ 58.89	\$ 1,794.95
PCOT Investments, Inc.	2	26	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	27	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	28	11248	0.9618	\$ 10,818.33	\$ 0.1056	\$ 1,187.79	15 years	\$ 58.89	\$ 1,246.68
PCOT Investments, Inc.	2	29	11204	0.9618	\$ 10,776.01	\$ 0.1056	\$ 1,183.14	15 years	\$ 58.89	\$ 1,242.03
PCOT Investments, Inc.	2	30	9357	0.9618	\$ 8,999.56	\$ 0.1056	\$ 988.10	15 years	\$ 58.89	\$ 1,046.99
PCOT Investments, Inc.	2	31	12463	0.9618	\$ 11,986.91	\$ 0.1056	\$ 1,316.09	15 years	\$ 58.89	\$ 1,374.98
PCOT Investments, Inc.	2	32	11334	0.9618	\$ 10,901.04	\$ 0.1056	\$ 1,196.87	15 years	\$ 58.89	\$ 1,255.76
PCOT Investments, Inc.	2	33	8238	0.9618	\$ 7,923.31	\$ 0.1056	\$ 869.93	15 years	\$ 58.89	\$ 928.82
PCOT Investments, Inc.	2	34	10080	0.9618	\$ 9,694.94	\$ 0.1056	\$ 1,064.45	15 years	\$ 58.89	\$ 1,123.34
PCOT Investments, Inc.	2	35	10123	0.9618	\$ 9,736.30	\$ 0.1056	\$ 1,068.99	15 years	\$ 58.89	\$ 1,127.88
PCOT Investments, Inc.	2	36	10123	0.9618	\$ 9,736.30	\$ 0.1056	\$ 1,068.99	15 years	\$ 58.89	\$ 1,127.88
PCOT Investments, Inc.	2	37	10123	0.9618	\$ 9,736.30	\$ 0.1056	\$ 1,068.99	15 years	\$ 58.89	\$ 1,127.88
PCOT Investments, Inc.	2	38	12136	0.9618	\$ 11,672.40	\$ 0.1056	\$ 1,281.56	15 years	\$ 58.89	\$ 1,340.45
PCOT Investments, Inc.	2	39	19632	0.9618	\$ 18,882.06	\$ 0.1056	\$ 2,073.14	15 years	\$ 58.89	\$ 2,132.03
PCOT Investments, Inc.	2	40	11644	0.9618	\$ 11,199.20	\$ 0.1056	\$ 1,229.61	15 years	\$ 58.89	\$ 1,288.50
PCOT Investments, Inc.	2	41	11670	0.9618	\$ 11,224.21	\$ 0.1056	\$ 1,232.35	15 years	\$ 58.89	\$ 1,291.24
PCOT Investments, Inc.	2	42	11696	0.9618	\$ 11,249.21	\$ 0.1056	\$ 1,235.10	15 years	\$ 58.89	\$ 1,293.99
PCOT Investments, Inc.	2	43	11722	0.9618	\$ 11,274.22	\$ 0.1056	\$ 1,237.84	15 years	\$ 58.89	\$ 1,296.73
PCOT Investments, Inc.	2	44	11748	0.9618	\$ 11,299.23	\$ 0.1056	\$ 1,240.59	15 years	\$ 58.89	\$ 1,299.48
PCOT Investments, Inc.	2	45	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	46	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	47	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	48	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	49	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	50	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	51	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	52	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	53	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	54	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
BGB Interests LP	2	55	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
BGB Interests LP	2	56	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	57	12702	0.9618	\$ 12,216.78	\$ 0.1056	\$ 1,341.33	15 years	\$ 58.89	\$ 1,400.22

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

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

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

Limitation on Size of Development

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

Limitation on PID Assessment

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

Limitation on Assessment Term

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

Zone/District Administration

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

Limitation on Developer Interest

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

Bidding of Project Improvements

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

Regular City Council Agenda Item Data Sheet

Meeting Date: July 6, 2010

Topic:

Conduct Public Hearing for Public Improvement District Number 1 (Pine Country of Tomball Subdivision)

Background:

Origination:

Glenn Windsor, CPA, Finance Director/Treasurer

Recommendation:

Funding:

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

Glenn Windsor, CPA, Finance Director/Treasurer

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

ATTACHMENTS:

Notice of Public Hearing - PID #1

PID #1 Assessment Roll

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

TUESDAY, JULY 6, 2010



7:00 P.M.

**NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF
TOMBALL TO CONSIDER PROPOSED ASSESSMENTS AGAINST PINE COUNTRY
OF TOMBALL SECTION TWO PROPERTIES IN THE CITY OF TOMBALL PUBLIC
IMPROVEMENT DISTRICT NUMBER ONE ESTABLISHED BY CITY COUNCIL
RESOLUTION NO. 2007-14.**

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

DATE & TIME: Tuesday, July 6, 2010, 7:00 p.m.

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

COST OF IMPROVEMENTS: \$1,262,392.00

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

BOUNDARIES: The boundaries are described in the Replat of Pine Country of Tomball, Section Two a Residential Subdivision of 26.2813 Acres Comprised of 2 Blocks, 68 Residential Lots, and 3 Reserves AND Pine Country of Tomball, Section Three an Unrestricted Reserve of 29.4207 Acres Being a Replat of Pine Country of Tomball Section Two, of 55.7020 Acres as Recorded in H.C. Film Code #624053 Located in the John Edwards Survey, A-20 and the Chauncey Goodrich Survey A-311 City of Tomball, Harris County, Texas FEB. 2009.

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

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 15th day of June 2010 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meetings.

Doris Speer
Doris Speer
City Secretary, TRMC

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

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

Owner	Block #	Lot #	Lot Area (s.f.)	Total Assessment Rate	Total Assessment	Financed Assessment Rate	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
PCOT Investments, Inc.	1	1	22020	0.9618	\$ 21,178.84	\$ 0.1056	\$ 2,325.31	15 years	\$ 58.89	\$ 2,384.20
PCOT Investments, Inc.	1	2	8751	0.9618	\$ 8,416.71	\$ 0.1056	\$ 924.11	15 years	\$ 58.89	\$ 983.00
PCOT Investments, Inc.	1	3	8995	0.9618	\$ 8,651.39	\$ 0.1056	\$ 949.87	15 years	\$ 58.89	\$ 1,008.76
PCOT Investments, Inc.	1	4	8864	0.9618	\$ 8,525.40	\$ 0.1056	\$ 936.04	15 years	\$ 58.89	\$ 994.93
PCOT Investments, Inc.	1	5	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	6	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	7	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	8	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	9	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	10	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	11	9732	0.9618	\$ 9,360.24	\$ 0.1056	\$ 1,027.70	15 years	\$ 58.89	\$ 1,086.59
PCOT Investments, Inc.	2	1	20059	0.9618	\$ 19,292.75	\$ 0.1056	\$ 2,118.23	15 years	\$ 58.89	\$ 2,177.12
PCOT Investments, Inc.	2	2	9091	0.9618	\$ 8,743.72	\$ 0.1056	\$ 960.01	15 years	\$ 58.89	\$ 1,018.90
BGB Interests LP	2	3	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	4	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	5	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	6	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	7	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	8	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	9	9398	0.9618	\$ 9,039.00	\$ 0.1056	\$ 992.43	15 years	\$ 58.89	\$ 1,051.32
PCOT Investments, Inc.	2	10	10938	0.9618	\$ 10,520.17	\$ 0.1056	\$ 1,155.05	15 years	\$ 58.89	\$ 1,213.94
PCOT Investments, Inc.	2	11	10424	0.9618	\$ 10,025.80	\$ 0.1056	\$ 1,100.77	15 years	\$ 58.89	\$ 1,159.66
PCOT Investments, Inc.	2	12	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	13	10380	0.9618	\$ 9,983.48	\$ 0.1056	\$ 1,096.13	15 years	\$ 58.89	\$ 1,155.02
PCOT Investments, Inc.	2	14	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	15	11204	0.9618	\$ 10,776.01	\$ 0.1056	\$ 1,183.14	15 years	\$ 58.89	\$ 1,242.03
PCOT Investments, Inc.	2	16	9357	0.9618	\$ 8,999.56	\$ 0.1056	\$ 988.10	15 years	\$ 58.89	\$ 1,046.99
PCOT Investments, Inc.	2	17	12458	0.9618	\$ 11,982.10	\$ 0.1056	\$ 1,315.56	15 years	\$ 58.89	\$ 1,374.45
PCOT Investments, Inc.	2	18	12458	0.9618	\$ 11,982.10	\$ 0.1056	\$ 1,315.56	15 years	\$ 58.89	\$ 1,374.45
PCOT Investments, Inc.	2	19	9352	0.9618	\$ 8,994.75	\$ 0.1056	\$ 987.57	15 years	\$ 58.89	\$ 1,046.46
PCOT Investments, Inc.	2	20	11195	0.9618	\$ 10,767.35	\$ 0.1056	\$ 1,182.19	15 years	\$ 58.89	\$ 1,241.08
PCOT Investments, Inc.	2	21	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	22	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	23	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	24	18321	0.9618	\$ 17,621.14	\$ 0.1056	\$ 1,934.70	15 years	\$ 58.89	\$ 1,993.59
PCOT Investments, Inc.	2	25	16440	0.9618	\$ 15,811.99	\$ 0.1056	\$ 1,736.06	15 years	\$ 58.89	\$ 1,794.95
PCOT Investments, Inc.	2	26	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	27	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	28	11248	0.9618	\$ 10,818.33	\$ 0.1056	\$ 1,187.79	15 years	\$ 58.89	\$ 1,246.68
PCOT Investments, Inc.	2	29	11204	0.9618	\$ 10,776.01	\$ 0.1056	\$ 1,183.14	15 years	\$ 58.89	\$ 1,242.03
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PCOT Investments, Inc.	2	34	10080	0.9618	\$ 9,694.94	\$ 0.1056	\$ 1,064.45	15 years	\$ 58.89	\$ 1,123.34
PCOT Investments, Inc.	2	35	10123	0.9618	\$ 9,736.30	\$ 0.1056	\$ 1,068.99	15 years	\$ 58.89	\$ 1,127.88
PCOT Investments, Inc.	2	36	10123	0.9618	\$ 9,736.30	\$ 0.1056	\$ 1,068.99	15 years	\$ 58.89	\$ 1,127.88
PCOT Investments, Inc.	2	37	10123	0.9618	\$ 9,736.30	\$ 0.1056	\$ 1,068.99	15 years	\$ 58.89	\$ 1,127.88
PCOT Investments, Inc.	2	38	12136	0.9618	\$ 11,672.40	\$ 0.1056	\$ 1,281.56	15 years	\$ 58.89	\$ 1,340.45
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PCOT Investments, Inc.	2	40	11644	0.9618	\$ 11,199.20	\$ 0.1056	\$ 1,229.61	15 years	\$ 58.89	\$ 1,288.50
PCOT Investments, Inc.	2	41	11670	0.9618	\$ 11,224.21	\$ 0.1056	\$ 1,232.35	15 years	\$ 58.89	\$ 1,291.24
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PCOT Investments, Inc.	2	45	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	46	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	47	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	48	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	49	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	50	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	51	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	52	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	53	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	54	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
BGB Interests LP	2	55	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
BGB Interests LP	2	56	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	57	12702	0.9618	\$ 12,216.78	\$ 0.1056	\$ 1,341.33	15 years	\$ 58.89	\$ 1,400.22

Regular City Council

Agenda Item

Meeting Date: July 6, 2010

Data Sheet

Topic:

Adopt, on First Reading, Ordinance No. 2010-15, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Pine Country of Tomball Subdivision, Section Two Properties, within the City of Tomball Public Improvement District Number One; and Making Certain Findings Related Thereto

Background:

Public infrastructure improvements have been completed for the Section Two of Pine Country of Tomball Subdivision within Public Improvement District Number One. Per Chapter 372 of the Local Government Code, a Service and Assessment Plan must be approved by City Council prior to levying the assessments. The Plan shows the estimated total costs for public improvements in the PID and the assessments to be levied against residential property in the Section Two. The Plan also specifies how the assessments are to be collected.

The assessments prescribed in the Plan are by square footage of the lots. The total one-time assessment per square foot of residential property proposed is \$0.9618. The annual installment (financed assessment rate) proposed is \$0.1056 per square foot of residential property; \$0.9618 per square foot of property represents the principal amount of the assessment. The annual payment, principal, and interest are demonstrated on the attached amortization schedule which will be kept for each property covered by the assessment. The principal amount of the assessment is payable at any time by each homeowner which would terminate the assessment.

The assessments are formulated to reimburse the developer for 50% of the public infrastructure costs of the development plus interest while staying at or below the equivalent of a \$0.50 tax rate on a project wide basis. For illustration, the attached amortization schedule details a typical 9,000 square foot lot dimension in Section Two. It is estimated that the average price of the homes to be constructed in Section Two will be \$240,000. The annual assessment payment for the 9,000 lot dimension is \$1,009.29, or the equivalent of a \$0.42 tax rate on a \$240,000 home.

The assessment term proposed is 15 years which is longer than the 10 years called for in the development agreement. This was necessitated by higher than expected construction costs.

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

Origination:

Scott Bean, PID Contract Administrator, Hawes Hill Calderon, LLP

Recommendation:

Adopt Ordinance No. 2010-15 on First Reading

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	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Ordinance No. 2010-15

Assessment Plan

Assessment Roll

PID Primer

COT PID Policy

ORDINANCE NO. 2010-15

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

* * * * *

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

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

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

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

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

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

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

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

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

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

FIRST READING:

READ, PASSED AND ADOPTED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF JULY 2010.

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

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 19TH DAY OF JULY 2010.

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

PASSED first reading the ____ day of _____, 2010.

PASSED second reading the ____ day of _____, 2010.

PASSED AND ADOPTED the ____ day of _____, 2010.

GRETCHEN FAGAN, Mayor

Attest:

DORIS SPEER, City Secretary

Approved as to form:

SCOTT BOUNDS, City Attorney

EXHIBIT A

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

1. Introduction

This Service and Assessment Plan (the “Plan”) is prepared and adopted in conformance with the Public Improvement District Assessment Act, codified as Chapter 372, Texas Local Government Code (the “Act”), and pursuant to Resolution No. 2007-14 creating the Public Improvement District Number One (the “PID” or the “District”), City of Tomball (the “City”), Harris County, Texas. The creation of the PID was initiated by a petition (the “Creation Petition”) submitted by property owners within the PID boundaries in compliance with the requirements of Section 372.005 of the Act.

2. Boundaries

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

3. Administration of the District

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

4. Public Improvements

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

A. Pine Country of Tomball Section Two

Section Two of the Pine Country of Tomball Subdivision has been developed by PCOT Investments, Inc. and contains 68 single-family residential lots within the Public Improvement District. The Public Improvements authorized under this Plan for Pine Country Section Two, and the estimated costs thereof, are described below:

Pine Country Section Two
PID COSTS

PUBLIC IMPROVEMENT	ESTIMATED COST	PID COSTS (50%)
Water Lines, Sanitary Sewer, Storm Sewer & Drainage, Gas, Street Paving, Off-Site Utility Extensions, SWPPP, Engineering & Contingencies, Payment/Performance Bonds and Permits, PID Creation Costs	\$1,458,874	\$729,437
SUBTOTAL	\$1,458,874	\$729,437
Financing Cost		\$471,887
Administration		\$60,068
TOTAL		\$1,261,392

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

5. Construction of Public Improvements

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

6. Conveyance of Improvements to the City

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

7. Authorized Improvements

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

meet the needs of the PID over the life of the development of residential properties within the PID.

The construction of the Public Improvements authorized herein began in calendar year 2007. The actual costs of the Public Improvements will be determined by an independent accountant report of the developer's costs.

8. Advance Financing by Developer

The Developer will advance the funds for construction of the Public Improvements and will be entitled to repayment pursuant to the Development Agreement executed between the City and the Developer.

9. Apportionment of Costs

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

10. Levy of Assessments

The assessment year shall be concurrent with the City's tax year. The assessments against property may be paid in annual installments based on an amortization of not more than fifteen (15) years plus the period between the effective date of the assessment ordinance and the date of the first installment. The interest rate on financed assessments is seven percent (7.0%) per annum.

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

A. Pine Country Section Two

The Plan estimates the following assessments for residential properties in Woodmark according to the cost of the Public Improvements. The total assessment can be paid upfront at the time the property containing a habitable structure is purchased or at any time thereafter. The assessment can also be financed and paid in equal annual installments over fifteen (15) years as prescribed below.

Total Assessment	\$0.9618 per square foot of residential property
Financed Assessment	\$0.1056 per square foot of residential property per year

B. Levy and collection.

Notice of the levy of each assessment will be given as provided in Chapter 372 of the Local Government Code. The assessment levy statement will be sent to each property owner in the District, and the installment of the assessment levy will be due and payable at the same time property taxes are due and payable to the City. Financed assessments shall bear interest at seven percent (7.0%) per annum.

The first installment of an assessment against a particular property shall be due with respect to the calendar year following the date such property has been improved with a habitable structure as evidenced by the issuance of a certificate of occupancy. The City will invoice each owner of property for the installment payment in conjunction with the City's annual property tax bill, and the installments shall be due and payable, and incur penalty and interest for unpaid installments in the same manner as provided for the City's property taxes. Thereafter, subsequent installments shall be due in the same manner in each succeeding calendar year until the assessment together with interest as provided herein has been paid in full. The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment. Failure of an owner to receive an invoice shall not relieve the owner of the responsibility of for the assessment.

A lien will be established against the property assessed effective as of the date of the ordinance levying the assessment, privileged above all other liens, including prior mortgage liens, to the extent allowed by Section 372.018(b) of the Local Government Code. Assessment installments shall be considered delinquent on the same date as the City's property taxes. Delinquent assessments or installments shall incur the costs of collection. If practicable, the assessment shall be included on the City property tax statement. Notwithstanding the above, the assessment lien shall be perfected immediately as to the entire assessment, but may be executed only with respect to the amounts then due or past due for current or prior installments or final payment. Assessments are personal obligations of the person owning the property assessed in the year an installment payment becomes due, and only to the extent of such installment(s).

The owner of assessed property may pay at any time the entire assessment then due on each property, with interest accrued on the assessment through the date of payment.

EXHIBIT A

REPLAT

PINE COUNTRY OF TOMBALL, SECTION TWO
A RESIDENTIAL SUBDIVISION OF 26.2813 ACRES
COMPRISED OF 2 BLOCKS, 68 RESIDENTIAL LOTS, AND 3 RESERVES
AND

PINE COUNTRY OF TOMBALL, SECTION THREE
AN UNRESTRICTED RESERVE OF 29.4207 ACRES

BEING A REPLAT OF PINE COUNTRY OF TOMBALL, SECTION
TWO, OF 55.7020 ACRES AS RECORDED IN H.C.

FILM CODE # 624053

LOCATED IN THE
JOHN EDWARDS SURVEY, A-20 AND THE CHAUNCEY GOODRICH
SURVEY A-311 CITY OF TOMBALL, HARRIS COUNTY, TEXAS

FEB, 2009

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

Owner	Block #	Lot #	Lot Area (s.f.)	Total Assessment Rate	Total Assessment	Financed Assessment Rate	Annual Assessment Installment	Financed Assessment Term	Annual Administrative Cost	Total Annual Payment
PCOT Investments, Inc.	1	1	22020	0.9618	\$ 21,178.84	\$ 0.1056	\$ 2,325.31	15 years	\$ 58.89	\$ 2,384.20
PCOT Investments, Inc.	1	2	8751	0.9618	\$ 8,416.71	\$ 0.1056	\$ 924.11	15 years	\$ 58.89	\$ 983.00
PCOT Investments, Inc.	1	3	8995	0.9618	\$ 8,651.39	\$ 0.1056	\$ 949.87	15 years	\$ 58.89	\$ 1,008.76
PCOT Investments, Inc.	1	4	8864	0.9618	\$ 8,525.40	\$ 0.1056	\$ 936.04	15 years	\$ 58.89	\$ 994.93
PCOT Investments, Inc.	1	5	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	6	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	7	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	8	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	9	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	10	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	1	11	9732	0.9618	\$ 9,360.24	\$ 0.1056	\$ 1,027.70	15 years	\$ 58.89	\$ 1,086.59
PCOT Investments, Inc.	2	1	20059	0.9618	\$ 19,292.75	\$ 0.1056	\$ 2,118.23	15 years	\$ 58.89	\$ 2,177.12
PCOT Investments, Inc.	2	2	9091	0.9618	\$ 8,743.72	\$ 0.1056	\$ 960.01	15 years	\$ 58.89	\$ 1,018.90
BGB Interests LP	2	3	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	4	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	5	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	6	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	7	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	8	9000	0.9618	\$ 8,656.20	\$ 0.1056	\$ 950.40	15 years	\$ 58.89	\$ 1,009.29
PCOT Investments, Inc.	2	9	9398	0.9618	\$ 9,039.00	\$ 0.1056	\$ 992.43	15 years	\$ 58.89	\$ 1,051.32
PCOT Investments, Inc.	2	10	10938	0.9618	\$ 10,520.17	\$ 0.1056	\$ 1,155.05	15 years	\$ 58.89	\$ 1,213.94
PCOT Investments, Inc.	2	11	10424	0.9618	\$ 10,025.80	\$ 0.1056	\$ 1,100.77	15 years	\$ 58.89	\$ 1,159.66
PCOT Investments, Inc.	2	12	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	13	10380	0.9618	\$ 9,983.48	\$ 0.1056	\$ 1,096.13	15 years	\$ 58.89	\$ 1,155.02
PCOT Investments, Inc.	2	14	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	15	11204	0.9618	\$ 10,776.01	\$ 0.1056	\$ 1,183.14	15 years	\$ 58.89	\$ 1,242.03
PCOT Investments, Inc.	2	16	9357	0.9618	\$ 8,999.56	\$ 0.1056	\$ 988.10	15 years	\$ 58.89	\$ 1,046.99
PCOT Investments, Inc.	2	17	12458	0.9618	\$ 11,982.10	\$ 0.1056	\$ 1,315.56	15 years	\$ 58.89	\$ 1,374.45
PCOT Investments, Inc.	2	18	12458	0.9618	\$ 11,982.10	\$ 0.1056	\$ 1,315.56	15 years	\$ 58.89	\$ 1,374.45
PCOT Investments, Inc.	2	19	9352	0.9618	\$ 8,994.75	\$ 0.1056	\$ 987.57	15 years	\$ 58.89	\$ 1,046.46
PCOT Investments, Inc.	2	20	11195	0.9618	\$ 10,767.35	\$ 0.1056	\$ 1,182.19	15 years	\$ 58.89	\$ 1,241.08
PCOT Investments, Inc.	2	21	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	22	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	23	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	24	18321	0.9618	\$ 17,621.14	\$ 0.1056	\$ 1,934.70	15 years	\$ 58.89	\$ 1,993.59
PCOT Investments, Inc.	2	25	16440	0.9618	\$ 15,811.99	\$ 0.1056	\$ 1,736.06	15 years	\$ 58.89	\$ 1,794.95
PCOT Investments, Inc.	2	26	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	27	11247	0.9618	\$ 10,817.36	\$ 0.1056	\$ 1,187.68	15 years	\$ 58.89	\$ 1,246.57
PCOT Investments, Inc.	2	28	11248	0.9618	\$ 10,818.33	\$ 0.1056	\$ 1,187.79	15 years	\$ 58.89	\$ 1,246.68
PCOT Investments, Inc.	2	29	11204	0.9618	\$ 10,776.01	\$ 0.1056	\$ 1,183.14	15 years	\$ 58.89	\$ 1,242.03
PCOT Investments, Inc.	2	30	9357	0.9618	\$ 8,999.56	\$ 0.1056	\$ 988.10	15 years	\$ 58.89	\$ 1,046.99
PCOT Investments, Inc.	2	31	12463	0.9618	\$ 11,986.91	\$ 0.1056	\$ 1,316.09	15 years	\$ 58.89	\$ 1,374.98
PCOT Investments, Inc.	2	32	11334	0.9618	\$ 10,901.04	\$ 0.1056	\$ 1,196.87	15 years	\$ 58.89	\$ 1,255.76
PCOT Investments, Inc.	2	33	8238	0.9618	\$ 7,923.31	\$ 0.1056	\$ 869.93	15 years	\$ 58.89	\$ 928.82
PCOT Investments, Inc.	2	34	10080	0.9618	\$ 9,694.94	\$ 0.1056	\$ 1,064.45	15 years	\$ 58.89	\$ 1,123.34
PCOT Investments, Inc.	2	35	10123	0.9618	\$ 9,736.30	\$ 0.1056	\$ 1,068.99	15 years	\$ 58.89	\$ 1,127.88
PCOT Investments, Inc.	2	36	10123	0.9618	\$ 9,736.30	\$ 0.1056	\$ 1,068.99	15 years	\$ 58.89	\$ 1,127.88
PCOT Investments, Inc.	2	37	10123	0.9618	\$ 9,736.30	\$ 0.1056	\$ 1,068.99	15 years	\$ 58.89	\$ 1,127.88
PCOT Investments, Inc.	2	38	12136	0.9618	\$ 11,672.40	\$ 0.1056	\$ 1,281.56	15 years	\$ 58.89	\$ 1,340.45
PCOT Investments, Inc.	2	39	19632	0.9618	\$ 18,882.06	\$ 0.1056	\$ 2,073.14	15 years	\$ 58.89	\$ 2,132.03
PCOT Investments, Inc.	2	40	11644	0.9618	\$ 11,199.20	\$ 0.1056	\$ 1,229.61	15 years	\$ 58.89	\$ 1,288.50
PCOT Investments, Inc.	2	41	11670	0.9618	\$ 11,224.21	\$ 0.1056	\$ 1,232.35	15 years	\$ 58.89	\$ 1,291.24
PCOT Investments, Inc.	2	42	11696	0.9618	\$ 11,249.21	\$ 0.1056	\$ 1,235.10	15 years	\$ 58.89	\$ 1,293.99
PCOT Investments, Inc.	2	43	11722	0.9618	\$ 11,274.22	\$ 0.1056	\$ 1,237.84	15 years	\$ 58.89	\$ 1,296.73
PCOT Investments, Inc.	2	44	11748	0.9618	\$ 11,299.23	\$ 0.1056	\$ 1,240.59	15 years	\$ 58.89	\$ 1,299.48
PCOT Investments, Inc.	2	45	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	46	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	47	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	48	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	49	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	50	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	51	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	52	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	53	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	54	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
BGB Interests LP	2	55	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
BGB Interests LP	2	56	11250	0.9618	\$ 10,820.25	\$ 0.1056	\$ 1,188.00	15 years	\$ 58.89	\$ 1,246.89
PCOT Investments, Inc.	2	57	12702	0.9618	\$ 12,216.78	\$ 0.1056	\$ 1,341.33	15 years	\$ 58.89	\$ 1,400.22

Public Improvement District (PID) Primer

What is a PID?

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

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

What can a PID finance?

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

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

How does the PID finance the projects?

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

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

How is a PID created and dissolved?

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

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

Does the City have any additional requirements?

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

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

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

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

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

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

Limitation on Size of Development

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

Limitation on PID Assessment

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

Limitation on Assessment Term

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

Zone/District Administration

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

Limitation on Developer Interest

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

Bidding of Project Improvements

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 6, 2010

Topic:

Approve Resolution 2010-13, Designating Authorized Representatives to Conduct Authorized Participation in TexPool and TexPool Prime on Behalf of the City of Tomball.

Background:

This resolution is to designate those City officials who will be authorized to transmit funds for the investment in TexPool and TexPool Prime, and authorized to withdraw funds from time to time for deposit into city accounts, issue letters of instruction, and take other actions deemed necessary for the investment of local funds in TexPool and TexPool Prime.

Origination:

Recommendation:

Staff recommends approval authorizing the Mayor to designate those individuals as set forth in the Resolution to conduct business with TexPool and TexPool Prime.

Funding:

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

Glenn Windsor, CPA, Finance Director/Treasurer

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

ATTACHMENTS:

Resolution 2010-13



RESOLUTION AMENDING AUTHORIZED REPRESENTATIVES

WHEREAS, CITY OF TOMBALL, #78514

(Participant Name & Location Number)

("Participant") is a local government of the State of Texas and is empowered to delegate to a public funds investment pool the authority to invest funds and to act as custodian of investments purchased with local investment funds; and

WHEREAS, it is in the best interest of the Participant to invest local funds in investments that provide for the preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act; and

WHEREAS, the Texas Local Government Investment Pool ("TexPool/ Texpool *Prime*"), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.

NOW THEREFORE, be it resolved as follows:

- A. That the individuals, whose signatures appear in this Resolution, are Authorized Representatives of the Participant and are each hereby authorized to transmit funds for investment in TexPool / TexPool *Prime* and are each further authorized to withdraw funds from time to time, to issue letters of instruction, and to take all other actions deemed necessary or appropriate for the investment of local funds.
- B. That an Authorized Representative of the Participant may be deleted by a written instrument signed by all remaining Authorized Representatives provided that the deleted Authorized Representative (1) is assigned job duties that no longer require access to the Participant's TexPool / TexPool *Prime* account or (2) is no longer employed by the Participant; and
- C. That the Participant may by Amending Resolution signed by the Participant add an Authorized Representative provided the additional Authorized Representative is an officer, employee, or agent of the Participant;

List the Authorized Representatives of the Participant. Any new individuals will be issued personal identification numbers to transact business with TexPool Participant Services.

1. Name	<u>George Shackelford</u>	Title	<u>City Manager</u>
Signature	<u></u>	Phone Number	<u>281-290-1006</u>

ORIGINALS REQUIRED

TEX – REP

2. Name Christal Kliever Title Assistant City Manager
 Signature _____ Phone Number 281-290-1009

3. Name Glenn Windsor Title Finance Director
 Signature _____ Phone Number 281-290-1417

4. Name _____ Title _____
 Signature _____ Phone Number _____

List the name of the Authorized Representative listed above that will have primary responsibility for performing transactions and receiving confirmations and monthly statements under the Participation Agreement.

Name Glenn Windsor
 Email gwindsor@ci.tomball.tx.us Fax Number 281-351-6256

In addition and at the option of the Participant, one additional Authorized Representative can be designated to perform only inquiry of selected information. This limited representative cannot perform transactions. If the Participant desires to designate a representative with inquiry rights only, complete the following information.

5. Name Kacie Richardson Title Senior Accountant

D. That this Resolution and its authorization shall continue in full force and effect until amended or revoked by the Participant, and until TexPool Participant Services receives a copy of any such amendment or revocation. This Resolution is hereby introduced and adopted by the Participant at its regular/special meeting held on the _____ day _____, 20 ____.

NAME OF PARTICIPANT: City of Tomball

BY: _____
 Signature

 Printed Name

 Mayor

 Title

ATTEST: _____
 Signature

 Printed Name

 City Secretary

 Title

This document supersedes all prior Authorized Representative designations.

ORIGINALS REQUIRED

TEX – REP

Regular City Council Agenda Item Data Sheet

Meeting Date: July 6, 2010

Topic:

Set August 2, 2010 as the Date of the Public Hearing Date for the City of Tomball's Proposed Budget for FY 2010-2011

Background:

The City's Charter and State Law require that a public hearing be held prior to the adoption of the City's annual budget.

The public hearing notice will be posted in the City's official newspaper and on the City's website.

A copy of the proposed budget will be available for public review in the City Secretary's office.

Origination:

Glenn Windsor, CPA, Finance Director/Treasurer

Recommendation:

Set August 2, 2010 as the date of the Public Hearing for proposed Budget for FY 2010-2011

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

Glenn Windsor, CPA, Finance Director/Treasurer

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

Regular City Council Agenda Item Data Sheet

Meeting Date: July 6, 2010

Topic:

Appoint Alternate Member to the City of Tomball Board of Appeals (BOA).

Background:

The City Council is authorized, under Section 9 of the Zoning Ordinance, to appoint five (5) regular members and up to four (4) alternate members to serve as the Board of Adjustments (BOA). Members of the BOA must be resident citizens of the City of Tomball and serve staggered two-year terms.

The position previously held by Barbara Tague as Alternate BOA Member 2 has been vacated due to her appointment to the Planning & Zoning Commission. This position will expire on March 2, 2011. The following individuals have expressed their interest in serving on Board of Adjustments:

Dea R. Bruce
John Dillon
Mary Harvey

Each individual possesses qualities that would be beneficial to the Board of Adjustments. I would like to recommend Richard Bruce as Alternate Member #2; of course, Council may make additional nominations as desired.

Copies of applications from the above individuals are attached.

Origination:

Mayor Fagan

Recommendation:

As recommended above.

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

City Secretary Doris Speer

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

ATTACHMENTS:

B. Tague Resignation
BOA Applications

Doris Speer

From: Barbara Tague [4tague@sbcglobal.net]

Sent: Thursday, July 01, 2010 10:52 PM

To: Doris Speer

Subject: Resignation from Board of Adjustments

Doris,

Please consider this email as my resignation from the Board of Adjustments as Alternate No. 2 effective as of June 22, 2010.

Since city council has appointed me to serve on the Planning and Zoning Commission, I believe that it is appropriate for me to resign from the BOA.

Sincerely,

Barbara Tague

*Barbara Tague
P.O. Box 20
Tomball, Texas 77377-0020*

Cell: 713-851-0737

This electronic transmission and any attached documents or other writings are intended only for the person or entity to which it is addressed and may contain information that is privileged, confidential or otherwise protected from disclosure. If you have received this communication in error, please immediately notify sender by return e-mail and destroy the communication. Any disclosure, copying, distribution or the taking of any action concerning the contents of this communication or any attachments by anyone other than the named recipient is strictly prohibited.



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: 1/25/00

Name: Dea R Bruce

Phone: 281 357 0860

Address: 14231 Spring Pines Dr.

(Home)
Phone: 281 382 8806
(Work)

City/State/Zip: Tomball TX 77375

Email: brucer-1@prodigy.net

I have lived in Tomball 5 years.

I am ☒ am not ☐ a U.S. Citizen

Occupation: Retired Educator;

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

Additional Pertinent Information/References: Travel 2-3 times a
year
Norm / Martha Huebner
Randy Pass, Mark 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

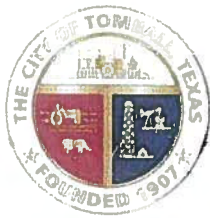
Fourth Wednesday each month, 4 p.m.

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

Dea R 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 TURNER VIVE

Phone: 713-755-7405 (Home)

City/State/Zip: TOMBALL TX 77375

CELL (Work)
281-610-1133

Email: JOHN P DILLON 76 (a) GAHOO.COM

I have lived in Tomball 18 years.

I am ☒ am not ☐ a U.S. Citizen

Occupation: DEPUTY SHERIFF

Professional and/or Community Activities: COMMISSIONER ESD 8

Additional Pertinent Information/References: TRUSTEE AT CHURCH

FINANCE COMMITTEE AT CHURCH

LAY REPRESENTATIVE AT STATE CONFERENCE AT CHURCH

ROSE HILL UNITED METHODIST

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 (X) Planning & Zoning Commission

Second Monday each month, 6 p.m.

3 (1) Board of Adjustments

To Be Announced; Evenings

Separate Legal Entities

Meeting Information

2 (X) 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.

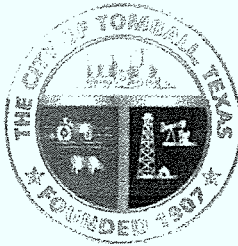
I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.



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

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

Please Type or Print Clearly:

Name: MARY HARVEY

Address: 405 S. WALNUT

City/State/Zip: Tomball, TX 77375

Email: GRANNYS KORNER TOMBALL
@HOTMAIL.COM

Date: 5-7-2010

Phone: 713-582-5139

Phone: 281-351-8903 (Home)

(Work)

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, ESDS, EMS, PLANNING Comm,
TBA President, CITIZEN OF 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 (4) Planning & Zoning Commission

Second Monday each month, 6 p.m.

4 (4) Board of Adjustments

To Be Announced; Evenings

Separate Legal Entities

Meeting Information

3 (4) Tomball Economic Development Corporation

Fourth Tuesday of the Second Month of Each Quarter, 5:30 p.m. (special meetings may be called)

2 (4) 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

Regular City Council Agenda Item Data Sheet

Meeting Date: July 6, 2010

Topic:

Adopt Resolution No. 2010-11, a Resolution of the City Council of the City of Tomball, Texas, Adopting the Harris County All Hazard Mitigation Plan

Background:

Under the Disaster Mitigation Act of 2000, FEMA requires that local jurisdictions have a FEMA approved Hazard Mitigation Plan as a condition of the receipt of certain future Federal mitigation funding. The City of Tomball, along with the majority of other municipalities contained inside the boundaries of Harris County, has previously participated with Harris County in various FEMA and Texas Division of Emergency Management Emergency Management Plans, Programs and Agreements, including the All Hazard Mitigation Plan. Each of these plans and agreements is required to be reviewed and modified on a periodic basis. The City of Tomball has previously adopted the Harris County All Hazards Mitigation Plan

Origination:

Office of Emergency Management

Recommendation:

Staff recommends approval of the Resolution

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

Randy Parr, Fire Chief and Emergency Management Coordinator

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

ATTACHMENTS:

Harris County All Hazard Mitigation Plan Summary
Resolution No. 2010-11

HARRIS COUNTY TEXAS

ALL HAZARD MITIGATION PLAN

JUNE 2010



INTRODUCTION

Background

Natural hazards, such as floods, tornadoes and severe winter storms, are a part of the world around us. Their occurrence is natural and inevitable, and there is little we can do to control their force and intensity. Harris County is vulnerable to a wide range of natural hazards, including flooding, tornadoes, tropical storms and hurricanes. These hazards threaten the safety of residents and have the potential to damage or destroy both public and private property, disrupt the local economy and impact the overall quality of life of individuals who live, work and play in the county.

While we cannot eliminate natural hazards, there is much we can do to lessen their potential impact upon our community and our citizens. The effective reduction of a hazard's impact can decrease the likelihood that such events will result in a disaster. The concept and practice of reducing risks to people and property from known hazards is generally referred to as ***hazard mitigation***.

Hazard mitigation techniques include both structural measures, such as strengthening or protecting buildings and infrastructure from the destructive forces of potential hazards, and non-structural measures, such as the adoption of sound land use policies or the creation of public awareness programs. Some of the most effective mitigation measures are implemented at the local government level where decisions on the regulation and control of development are made. A comprehensive mitigation strategy addresses hazard vulnerabilities that exist today and in the foreseeable future. Therefore it is essential that projected patterns of development are evaluated and considered in terms of how that growth will increase or decrease a community's overall hazard vulnerability.

One of the most effective tools a community can use to reduce hazard vulnerability is to develop, adopt, and update as needed, a local ***hazard mitigation plan***. A hazard mitigation plan establishes the broad community vision and guiding principles for reducing hazard risk, including the development of specific mitigation actions designed to eliminate or reduce identified vulnerabilities.

The Harris County All Hazard Mitigation Plan (hereinafter "Hazard Mitigation Plan" or "Plan") is a logical first step toward incorporating hazard mitigation principles and practices into the routine government activities and functions of the county planning area (including participating municipalities). The mitigation actions noted in this Plan go beyond recommending structural solutions to reduce existing vulnerability. Local policies addressing community growth, incentives to protect natural resources, and public awareness and outreach campaigns are examples of other measures that can be used to reduce the future vulnerability of Harris County to identified hazards. The Plan has been designed to be a living document, with implementation and evaluation procedures included to help achieve meaningful objectives and successful outcomes.

Disaster Mitigation Act of 2000

In an effort to reduce the Nation's mounting natural disaster losses, the United States Congress passed the Disaster Mitigation Act of 2000 (DMA 2000). Section 322 of the Act emphasizes the need for State and local governments to coordinate mitigation planning activities. In addition, the Disaster Mitigation Act requires that states and local governments develop and adopt a hazard



Hazard Mitigation:

Any sustained action taken to reduce or eliminate the long-term risk to human life and property from hazards.

HARRIS COUNTY ALL HAZARD MITIGATION PLAN

mitigation plan in order to be eligible for federal mitigation grant funding. These funds include the Hazard Mitigation Grant Program (HMGP) and the Pre-Disaster Mitigation (PDM) program, both of which are administered by the Federal Emergency Management Agency (FEMA).

The Plan has been prepared in coordination with FEMA and the Texas Division of Emergency Management to ensure that it meets all applicable DMA 2000 and state Annex P requirements. A Local Mitigation Plan Crosswalk, found in Appendix D, provides a summary of federal and state minimum standards and notes the location where each requirement is met within the Plan.

Purpose

This plan was developed in order to help local officials meet the following objectives:

- To protect life, safety and property by reducing the potential for future damages and economic losses that result from natural and human-caused hazards;
- To qualify for additional grant funding, in both the pre-disaster and post-disaster environment;
- To speed recovery and redevelopment following future disaster events;
- To demonstrate a firm local commitment to hazard mitigation principles; and
- To comply with state and federal legislative requirements for local hazard mitigation plans.

Scope

The Plan will focus on those hazards determined to be “high and moderate risk” as determined from a county-level hazard risk assessment.¹ This enables the county and those municipalities participating in the Plan to prioritize mitigation actions based on a greater understanding of hazard risk and vulnerability.

¹ See Section 4: Risk Assessment, for a description of hazards, including a comparative ranking of their relative risk.

INTRODUCTION

HARRIS COUNTY ALL HAZARD MITIGATION PLAN

The geographic scope of the Plan includes Harris County, Harris County Flood Control District, Harris County Hospital District, Harris County Department of Education, and 26 participating municipalities within Harris County. All participating signatories have been listed on the following page:

<u>Signatory</u>	New Participant	Continuing Participant
• Harris County ²		X
o Office of Homeland Security and Emergency Management		X
o Public Infrastructure Department		X
o Fire Marshal's Office		X
• Harris County Department of Education – Center for Safe and Secure Schools		X
• Harris County Flood Control District		X
• Harris County Hospital District	X	
• City of Baytown		X
• City of Bellaire		X
• City of Bunker Hill Village		X
• City of Deer Park		X
• City of El Lago	X	
• City of Galena Park		X
• City of Hedwig Village		X
• City of Hilshire Village		X
• City of Humble		X
• City of Hunters Creek Village		X
• City of Jacinto City		X
• City of Jersey Village		X
• City of La Porte		X
• City of Morgan's Point		X
• City of Nassau Bay		X
• City of Pasadena		X
• City of Piney Point Village		X
• City of Seabrook		X
• City of Shoreacres	X	
• City of Southside Place		X
• City of Spring Valley		X
• City of Stafford	X	
• City of Taylor Lake Village		X
• City of Tomball		X
• City of Webster		X
• City of West University Place		X

The following non-profit entities also participated in the development of the plan and are classified as 501 (c) (3):

• Texas Medical Center	X	
------------------------	---	--

² Multiple other Harris County agencies provided a supporting role in the development of this plan including but not limited to the Budget Office, County Attorney's Office, and Information and Technology Center.

HARRIS COUNTY
ALL HAZARD MITIGATION PLAN

The following jurisdictions participated in the development of the plan, however **did not** meet the mitigation action item requirements required for signatory participation:

Non-Signatory Participant³

- Cypress Fairbanks ISD
- Spring Branch ISD
- Aldine ISD
- Lee College

New	Continuing
X	
X	
X	
	X

³ Although these jurisdictions listed in this section did not meet the requirements for signatory participation, they were still identified as being “new” or “continuing” in order to show any historical participation with the Plan.

HARRIS COUNTY ALL HAZARD MITIGATION PLAN

Authority

The Plan, developed in accordance with current state and federal rules and regulations governing local hazard mitigation plans, has been adopted⁴ by all 30 signatories as listed under **Scope** above. The Plan shall be routinely monitored and revised to maintain compliance with the following provisions, rules and legislation:

- Section 322, Mitigation Planning, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as enacted by Section 104 of the Disaster Mitigation Act of 2000 (P.L. 106-390);
- FEMA's Interim Final Rule published in the Federal Register on October 31, 2007, at 44 CFR Part 201; and
- Texas Department of Public Safety, Division of Emergency Management; the State of Texas Hazard Analysis document; Annex P; and Checklist P.

⁴ For the 2009-2010 update to the Plan, the FEMA Approval Pending Adoption (APA) method was used.

COMMUNITY PROFILE

This section provides a general overview of the County. It is broken down into the following sections:

- Geography
 - o Watersheds and Drainage Infrastructure
 - o Land Area in Square Miles
- Population
- Economy
- Land Use
- Form of Government
- Disaster Declarations

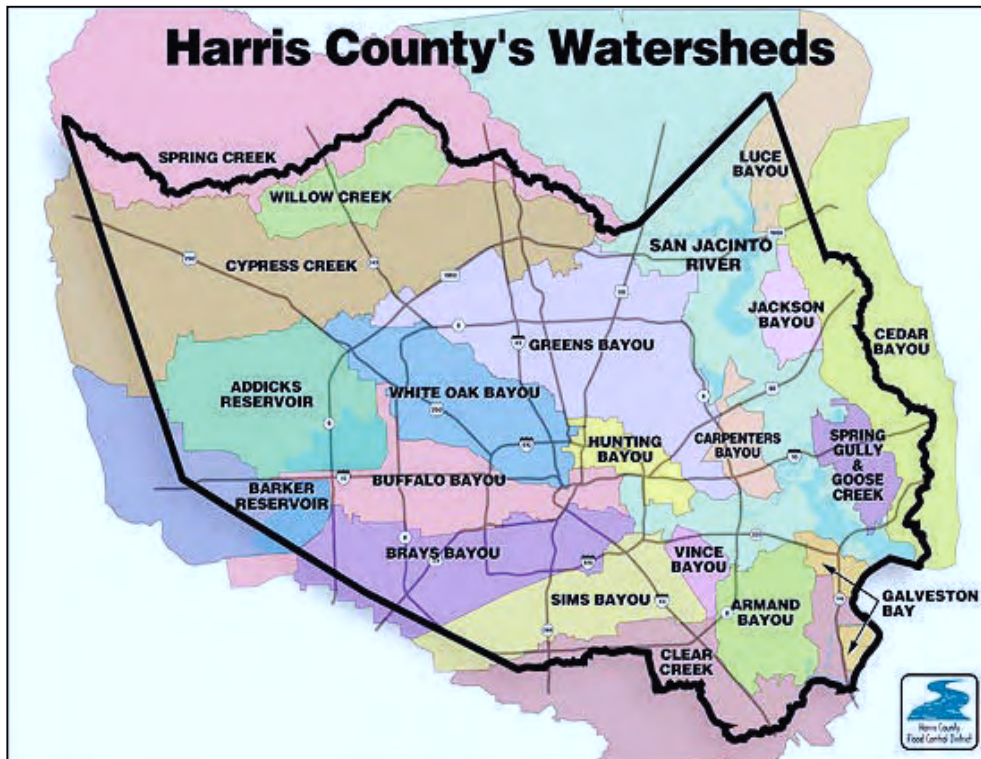
Geography

Harris County, which covers 1,778 square miles (US Census Bureau), is located on the upper Gulf Coast in Southeast Texas. It is bounded by Waller County on the north and west, Montgomery County on the north, Liberty and Chambers Counties on the east, Galveston and Brazoria Counties on the south, and Fort Bend County on the west.

Harris County's southern half is level coastal prairie and the northern half touches the rolling East Texas timberlands. Central Harris County is 55 feet above sea level (The Handbook of Texas Online). The land rises gradually to more than 200 feet on the northern borders (The Handbook of Texas Online), while the smallish bluffs around upper Galveston Bay descend to sea level. The soil is heavy black coastal clay in the south and sandy loam north of Buffalo Bayou (The Handbook of Texas Online). Native trees include pine and such hardwoods as oak, ash, and hickory (The Handbook of Texas Online). The average annual rainfall in Harris County is 48.19 inches (The Handbook of Texas Online), and the mean temperature is 69.6 (USA Cities online) degrees F.

Watersheds and Drainage Infrastructure

Figure 2-1
Harris County Watersheds



Harris County is drained by twenty-two watersheds.
Photo courtesy of Harris County Flood Control District.

Harris County is historically subjected to a hurricane impact on average every 9 years (NOAA Coastal Services Center), any of which can be catastrophic due to its proximity to the Gulf Coast. The county has the potential for other natural disasters as well, particularly flooding.

Drained by 22 major watersheds, severe flooding has occurred in the county, on average, every five (5) years (Randolph, 2009). The county has been classified by the Federal Emergency Management Agency (FEMA) as a repetitive loss community, having received thirty-two presidential declarations of disaster since 1975 (FEMA). The third most costly storm in the history of the United States occurred in Harris County in September 2008 (National Geographic). The total expense for Hurricane Ike exceeded \$27 billion. (NOAA)

Buffalo Bayou, better known in its last 16 miles as the Houston Ship Channel, virtually bisects the county from west to east before joining the north-to-south San Jacinto River just above its estuary on upper Galveston Bay. The eastern third of the county is also drained by Cedar Bayou on its eastern border and by Clear Creek and Clear Lake on the south. Spring Creek forms its northern boundary and, joined by parallel Cypress Creek, becomes the West Fork of the San Jacinto River. A dam below the East and West forks of the San Jacinto River impounded Lake Houston in

HARRIS COUNTY ALL HAZARD MITIGATION PLAN

1954. The lake is now a popular recreational spot. This reservoir for the city of Houston lessened dependence on subsurface water, the use of which has caused up to nine (9) feet of subsidence around the confluence of Buffalo Bayou and the San Jacinto River (The Handbook of Texas Online). In western Harris County, Addicks and Barker Dams provide substantial flood control.

The Harris County Flood Control District is a special purpose district created by the Texas Legislature in 1937 in response to devastating floods that struck the region in 1929 and 1935. The District is responsible for devising and implementing flood damage reduction projects and maintaining the primary drainage infrastructure. The District's current annual 5-year plan calls for flood damage reduction projects, with a budget of nearly \$975 million (Harris County Flood Control District). As a result of the joint participation of the District and FEMA a study was conducted and completed that resulted in the remapping of the floodplains (Harris County Flood Control District).

Figure 2-2

Population

The total population of Harris County based on Year 2000 Census figures was 3,400,578. The Texas State Data Center, Texas A&M University population projections indicate that by Year 2040, approximately 5,842,290 people will be residing in Harris County and its 29 incorporated communities. Among those cities is Houston, the fourth largest city in the nation (Texas State Data Center).

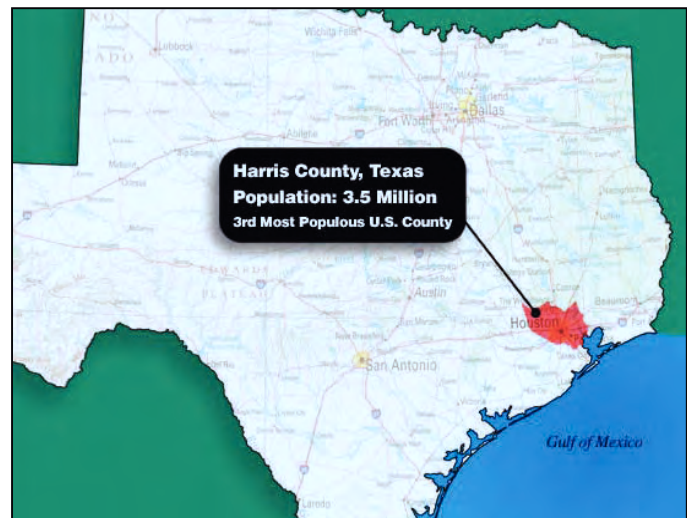


Table 2-1
Incorporated Cities in Harris County

Harris County, Population Estimates and Change: 2000 – 2008*				
Area	Census 2000 4/1/00	2007 Estimate 1/1/08	Change 4/1/00 - 1/1/08	%Change 4/1/00 - 1/1/08
Harris County, total	3,400,578	3,922,115	521,537	15
Baytown (pt.)	66430	71523	5093	7.7
Bellaire	15642	17578	1936	12.4
Bunker Hill Village	3654	3803	149	4.1
Deer Park	28520	30401	1881	6.6
El Lago	3075	3004	-71	-2.3
Friendswood (pt.) **	29037	33106	4069	14

COMMUNITY PROFILE

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Galena Park	10592	11466	874	8.3
Hedwig Village	2334	2230	-104	-4.5
Hilshire Village	720	724	4	0.6
Houston (pt.) **	1953631	2149948	196317	10
Humble	14579	16528	1949	13.4
Hunters Creek Village	4374	4638	264	6
Jacinto City	10302	10693	391	3.8
Jersey Village	6880	7584	704	10.2
Katy (pt.)	11775	17334	5559	47.2
La Porte	31880	34091	2211	6.9
League City (pt.)	45444	68836	23392	51.5
Missouri City (pt.)	52913	77305	24392	46.1
Morgan's Point	336	343	7	2.1
Nassau Bay	4170	4152	-18	-0.4
Pasadena	141674	152168	10494	7.4
Pearland (pt.)	37640	85701	48061	127.7
Piney Point Village	3380	3428	48	1.4
Seabrook (pt.)	9443	11577	2134	22.6
Shoreacres (pt.)	1488	1635	147	9.9
South Houston	15833	16751	918	5.8
Southside Place	1546	1679	133	8.6
Spring Valley	3611	3789	178	4.9
Stafford (pt.)	15681	21656	5975	38.1
Taylor Lake Village	3694	5563	1869	50.6
Tomball (pt.)	9089	11076	1987	21.9
Waller (pt.) **	2092	2510	418	20
Webster	9083	10738	1655	18.2
West University Place	14211	15431	1220	8.6
Balance of Harris County	835,825	1,013,126	177,301	21.2

(pt.) = not all of community or city within Harris County

*Population estimates and change based on 2000 Census

**Incorporated communities not participating in Harris County Hazard Mitigation Plan

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Figure 2-3

Households

In 2008 Harris County had approximately 1,582,030 households. This represents an average of 3.6 persons per household. (US Census Bureau) The housing per square mile rate was 737. The county's homeowner rate was 55.3 percent. (FedStats)

The mean travel time to work was 28.1 minutes for this widespread metropolitan area, compared to the state average of 25.4 minutes (American Community Survey). The number of people over age 16 who commuted to work was 1,515,593 while the number that worked from home was 36,195. (US Census Bureau)



View of downtown Houston skyline. Photo courtesy of Harris County Flood Control District

Education

In Year 2007, 1,092,345 people in Harris County were enrolled in school. Countywide, 76.7 percent had a high school diploma higher and 27.3 percent held a bachelor's degree or higher. (American Community Survey)

Harris County Department of Education

Harris County Department of Education (HCDE) is a Local Education Agency established in 1889 by the Texas legislature and mandated to equalize educational opportunity. HCDE delivers services to 26 independent school districts which administer about 850 campuses attended by approximately 820,000 students. In addition, HCDE operates numerous programs, for example Area 1 Head Start (16 centers), alternative education (five campuses), the adult education program (60 sites), and after school programs in 16 school districts (76 school based sites). (Harris County Department of Education)

Center for Safe and Secure Schools

Established in 1999 at the request by Harris County Superintendents, HCDE's Center for Safe and Secure School's (Center) mission is to advance safe and secure environments for teaching and learning. The Center is the only designated Harris County School Liaison to the City of Houston and Harris County Offices of Emergency Management and the Harris County Public Health and Environmental Services. The Center facilitates the dissemination of emergency management Best Practices to school districts in the H-GAC region and coordinates three advisory boards connecting over 30 school district representatives and emergency response non-profit organizations. Standards developed through Center initiatives and in concert with district members, were used to form the foundation of the Texas Education Agency's adopted **Texas School Safety Standards**. The Center further supports districts by: examining and interpreting federal and state mandated emergency requirements for schools and providing comment to help modify school board policy to meet those mandates; conducting facility audits and providing in-depth analysis; and coordinates and provides a variety of training, certification and evaluation modules designed by professional, well-qualified staff to meet a variety of district needs relating to safety, security, and emergency preparedness. The Center developed and provides on-going training and utilization of the www.SafeSchoolAlerts.org web-based Public Information Emergency Response (PIER) System allowing districts to post emergency school closures and re-openings. Member District Boards have approved Inter-Local Agreements for Mutual Aid with HCDE utilizing the Center. (Harris County Department of Education)

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The Houston Metropolitan Area –An Ethnically Diverse Region

Between the 2000 and the 2007 U.S. Census, the population of the Houston Consolidated Metropolitan Statistical Area (CMSA) grew 17.2 percent. By comparison, the nation's population increased 8 percent over the same period. (US Census Bureau)

In 2000, only 64 percent of the Harris County population spoke only English at home. (US Census Bureau). The Houston area, which considers ethnic diversity a source of its strength in the global economy, is becoming still more diverse. The 2000 census found that no racial or ethnic group constituted a majority of the metro area population; by 2030, under reasonable scenarios, Hispanics could become a majority. Asians—nearly 5 percent of the population in 2000—are projected to climb to 10 percent within the next two decades. (US Census Bureau)

Table 2-2
Population 2005 and Projected Population 2010—2040 by
Race/Ethnicity and Migration Scenario for Harris County

	Total	Anglo	Black	Hispanic	Other
2005	3,667,537	1,423,646	661,363	1,352,995	229,533
2010	3,947,727	1,378,978	690,111	1,610,819	267,819
2015	4,236,344	1,325,087	715,491	1,888,713	307,053
2020	4,530,034	1,262,352	733,541	2,187,082	347,059
2025	4,838,449	1,191,742	744,750	2,513,692	388,265
2030	5,161,416	1,112,363	749,805	2,868,663	430,585
2035	5,496,890	1,027,332	747,508	3,246,970	475,080
2040	5,842,290	940,705	740,364	3,640,277	520,944

Source: Texas State Data Center, scenario 0.5.

Economy

Poverty and Per Capita Income

In 2007, the Health and Human Services Commission's poverty estimate for Harris County was 633,112 or 16.3 percent of the non-institutional population. Approximately 3,787,071 Texans, or 16.3 percent of the total population, fell beneath the poverty line in 2007; this exceeded the U.S. poverty rate of 13.0 percent. (US Census Bureau) There were 507,347 people in Harris County enrolled in Medicaid in January 2009 with 403,407 of those being under the age of 19 years. The 2006 per capita income in Harris County was \$ 45,961, substantially above the \$ 35,166 level for Texas as a whole. (FedStats)

Recent Economic Trends in the Harris County Labor Force

The county labor force was 1,918,028 in 2007, reflecting an increase from the March 2002 level of 1,820,035. (FedStats) Total unemployment in June 2009 was 158,473 contrasted to the June 2008 total of 97,327. The Harris County unemployment rate for June 2009 was 8.0 percent compared to the June 2008 rate of 5.0 percent. The statewide unemployment rate was 7.9 percent in June 2009 and 7.5 percent in June 2008. In the third quarter of 2008, Harris County had 2,656,395 employed persons and an average weekly wage of \$1050.00. (United States Department of Labor)

Table 2-3
Harris County Employment by Industry

Industry	Jobs	Percentage
Agriculture, forestry, fishing and hunting, and mining	34,617	2.2
Construction	135,121	8.7
Manufacturing	181,748	11.8
Wholesale trade	75,831	4.9
Retail trade	170,821	11.0
Transportation and warehousing, and utilities	104,948	6.8
Information	35,780	2.3
Finance, insurance, real estate, and rental and leasing	108,456	7.0
Professional, scientific, management, administrative, and waste management services	193,896	12.5
Educational, health and social services	263,289	17.0
Arts, entertainment, recreation, accommodation and food services	111,450	7.2
Other services (except public administration)	84,976	5.5
Public administration	45,000	
Agriculture, forestry, fishing and hunting, and mining	34,617	2.2

Source: (US Census Bureau)

Table 2-4
Harris County Top 20 Employers

Wal-Mart Stores	Baylor College of Medicine
Administaff	University of Texas Medical Branch at Galveston
Memorial Hermann Healthcare System	CVS Corp.
The University of Texas M.D. Anderson Cancer Center	National Oilwell Varco
Continental Airlines	HCA
Kroger Co.	Harris County Hospital District
Exxon Mobil Corp.	Texas Children's Hospital
Shell Oil Co.	JPMorgan Chase
The Methodist Hospital System	BP America
H-E-B	Chevron Corp.

Source: (Houston Chronicle, 2009)

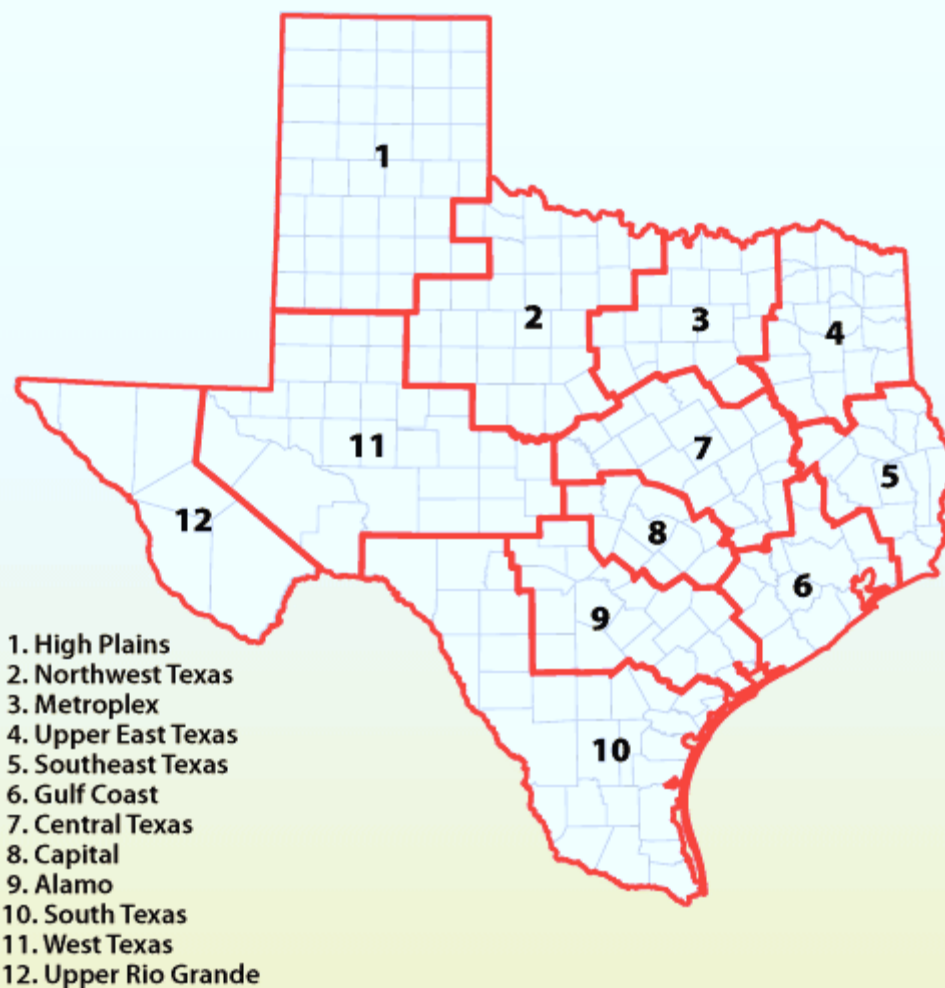
Economic Outlook for Harris County Labor Force

Houston began 2009 flush from 2.2% job growth and 57,300 new jobs gained in 2008, in stark contrast to major metros across the U.S. suffering severe job losses and sharp increases in unemployment. Even while Houston's economic base is supported by the varied mature industries in the area, the energy sector remains the largest contributor accounting for just over 50% of the local economy. Historically high energy prices peaking at midyear 2008 – with oil trading at \$145 per barrel and natural gas over \$13 per thousand cubic feet –disproportionately benefited the local economy's job growth and kept it insulated from many of the economic woes of the past two years. With demand for energy severely battered by the escalating global economic crisis, however, the dramatic drop in energy prices in the last three months of 2008 dampened the economic outlook for 2009 and increased Houston's exposure to the recession that began in 2007 and is expected to last through 2010. Looking forward, the slowdown in several key sectors – including the energy industry, residential and commercial construction, and retail – will all have differing lag effects and likely result in cumulative net job losses by year's end. Although Houston's housing market never experienced the bubble effect of inflated prices prevalent in many other major metros, the slowdown in the housing market has already begun

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with the majority of prominent homebuilders reporting limited, if any, new activity in 2009. Houston's late entry into the economic recession has some economists optimistically predicting an early recovery for the area, with local job losses expected to fall significantly below other comparable-size metros. On a more long-term basis, Houston's business strengths continue to be grounded in dynamic future-growth industries that are well-positioned to meet the global demographic and market trends towards increased trade and industrialization of key emerging markets worldwide. (Colliers International, 2009)

**Figure 2-4
Economic Regions of Texas, Office of the Texas State Comptroller**



Source: Texas Comptroller of Public Accounts.

Land Use

Much of the land in Harris County has been developed and as a result the primary land use in Harris County is urbanized/developed. However, there are parts of the county that are not as intensely developed and there are even many areas of agricultural land use. (HCAD, 2009)

Agricultural Land Use in Harris County

The average growing season in Harris County is 300 days with the first freeze generally occurring around mid-December. Texas is so climatically diverse that statewide averages are irrelevant as a means of comparison. (The Handbook of Texas Online)

County agriculture embraces 50,000 irrigated acres planted in rice, soybeans, grains, hay, corn, and vegetables. Cattle, hogs, horses, and poultry are raised. (The Handbook of Texas Online)

**Table 2-5
Farms in Harris County 2007**

Number of Farms	2,210
Farm Acreage	259,039
Total Land Area (Acres)	1,106,551
Percent of Total Land Area in Farms	23.4%
Market Value of Land and Buildings	873,562,170
Market Value of Agricultural Products	62,533,000

Source: United States Department of Agriculture, National Agricultural Statistics Service, 2007 Census Publications

Forms of Government

Texas cities of more than 5,000 citizens adopt home-rule charters and are governed by city councils and either city managers, city administrators, or mayors.

Cities having fewer than 5,000 residents, or "general law" cities, have powers and duties specifically granted by the Texas Constitution and state law. A city manager or city administrator plan can be adopted in any general law city. Some home rules cities now have fewer than 5,000 residents because their population has declined since they adopted their home rule charters.



Harris County Courthouse Built in 1910

Counties' powers and duties are specifically granted and limited by the Texas Constitution and state law. Each county has a commissioner's court, which consists of four commissioners, each elected from a commissioner's Precinct, and a county judge elected from the entire county. In smaller counties, the county judge retains judicial responsibilities in probate and insanity cases. Special Districts are created to perform a specific function.

Table 2-6a
Form of Government: Home Rule Jurisdictions

Home Rule Jurisdictions	Type	Home Rule Jurisdictions	Type
Baytown City	City Manager	League City	City Administrator
Bellaire City	City Manager	Missouri City	City Manager
Deer Park	City Manager	Nassau City	City Manager
Galena Park	City Administrator	Pasadena	Mayor
Humble City	City Manager	Pearland	City Manager
Jacinto City	City Manager	Seabrook	City Manager
Jersey Village	City Manager	Tomball	City Manager
Katy City	City Administrator	Webster	City Manager
La Porte	City Manager	West University Place	City Manager

Table 2-6b
Form of Government: General Law Jurisdictions

General Law Jurisdictions	Type	General Law Jurisdictions	Type
Bunker Hill Village	City Administrator	Shoreacres	City Administrator
El Lago	Mayor	South Houston	Mayor
Hedwig Village	Mayor	Southside Place	City Manager
Hillshire Village	Mayor	Spring Valley	City Administrator
Hunters Creek Village	Mayor	Stafford	Mayor
Morgan's Point	City Administrator	Taylor Lake Village	Mayor
Piney Point Village	Mayor		

Source: Texas Almanac

Harris County Flood Control District

Harris County has the good fortune of having one of the most progressive floodplain management agencies in the United States in the form of the Harris County Flood Control District (HCFCD). The HCFCD was created by the Texas Legislature in 1937 in response to floods that struck the region in 1929 and 1935. Over the years, the HCFCD has implemented numerous mitigation projects in the region and has earned the reputation of being one of the leaders in advancing the nationwide message of the benefits of hazard mitigation.

The Harris County Flood Control District's mission is to ***“provide flood damage reduction projects that work, with appropriate regard for community and natural values.”***

However, the HCFCD does not administer floodplain regulations within the County. That responsibility goes to the Harris County Public Infrastructure Department for all unincorporated areas and the 34 local floodplain administrators in incorporated areas.

Disaster Declarations

A total of 20 Presidential and 30 Small Business Administration Disaster Declarations have been issued since 1961 for Harris County. All of these were for weather-related hazard events except for one fire. This area has experienced many additional disasters that were not severe enough to be declared by the President but nevertheless resulted in millions of dollars in direct and indirect costs to governments, businesses, and residents and caused significant human suffering, injuries, and deaths. (FEMA).

**Table 2-7
Disaster Declarations for Harris County**

Date	Event	Type of Declaration	Declaration Number
1961	Hurricane	Presidential, SBA	OEP 118 DR
1968	Flood	SBA	669
1969	Flood	SBA	697
1972	Flood	SBA	894
1973	Flood	SBA	986
1973	Flood	Presidential, SBA	FDA 398
1975	Flood	SBA	1149
1976	Flood	Presidential, SBA	510 DR
1977	Tornado	SBA	1412
1979	Fire	SBA	1672
1979	Flood	Presidential, SBA	595 DR
1979	Flood	Presidential, SBA	603 DR
1983	Flood	SBA	2091
1983	Freeze	SBA	2115
1983	Hurricane	SBA, Presidential	689 DR
1984	Tornado	SBA	2179
1984	Flood	Presidential, SBA	727 DR
1986	Tornado	SBA	2229
1989	Flood	Presidential, SBA	828 DR
1989	Hurricane	SBA, Presidential	836 DR
1992	Flood	Presidential, SBA	937 DR
1992	Tornado	Presidential, SBA	970 DR
1994	Tornado	SBA	8253

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Date	Event	Type of Declaration	Declaration Number
1994	Flood	Presidential, SBA	1041 DR
1998	Tropical Storm	Presidential, SBA	1245 DR
1998	Flood	Presidential, SBA	1257 DR
2000	Flood	SBA	3259
2001	Tropical Storm	Presidential, SBA	1379 DR
2005	Hurricane	Presidential	3216 EM
2005	Hurricane	Presidential	3261 EM
2007	Hurricane	Presidential	3277 EM
2007	Tropical Storm	SBA	1730 DR
2008	Hurricane	Presidential	3290 EM
2008	Hurricane	Presidential	3294 EM

Source: FEMA

Communities Designated for Special Consideration

To meet the State of Texas' criteria, Small and Impoverished Communities must have populations less than 3,000; must not be located within the boundaries of larger cities; and must be economically disadvantaged, with residents having an average per capita annual income not exceeding 80 percent of the national per capita income and a local unemployment rate that exceeds by one (1) percentage point or more the national unemployment rate.

According to the 2007 American Community Survey, the per capita income of the United States was \$26,804, 80 percent of which is \$21,443. The city of Waller, with a per capita income of \$20,039 and a 2000 population of fewer than 3,000 (See Table 2-1), was the only city out of the eight (8) incorporated cities of Harris County to meet the per capita income criterion. However, unemployment in Waller in December 2003 was only 3.8% of the civilian labor force, well below the national rate. Unemployment rates were available for only three (3) of the remaining seven (7) small communities and all were below the national average. Therefore, none of the communities in Table 3-1 met the state's criteria to be classified poor and impoverished.

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PLANNING PROCESS

This section describes the planning process undertaken by the jurisdictions participating in the Harris County planning effort. Specific topics include:

- Overview of hazard mitigation planning
- Description of how the Plan Update was prepared
- Description of the Multi-Jurisdictional Planning Team and their function
- Discussion of how the public was involved
- Description of the process used to involve relevant stakeholders
- Documentation of multi-jurisdictional participation

Overview of Hazard Mitigation Planning

Hazard mitigation planning is the process of organizing community resources, identifying and assessing hazard risks, and determining how to minimize or manage those risks. Mitigation planning can be described as the means to break the repetitive cycle of disaster loss. A core assumption of hazard mitigation is that pre-disaster investments will significantly reduce the demand for post-disaster assistance by lessening the need for emergency response, repair, recovery and reconstruction. The primary objective of the planning process is the identification of specific mitigation actions, which when viewed as a whole, represents a comprehensive strategy to reduce the impact of hazards. Responsibility for each mitigation action is assigned to a specific individual, department or agency along with a schedule for its implementation. Plan maintenance procedures are established to monitor progress, including the regular evaluation and enhancement of the mitigation plan. The maintenance procedures ensure that the plan remains a dynamic and functional document over time.

Mitigation planning offers many benefits, including:

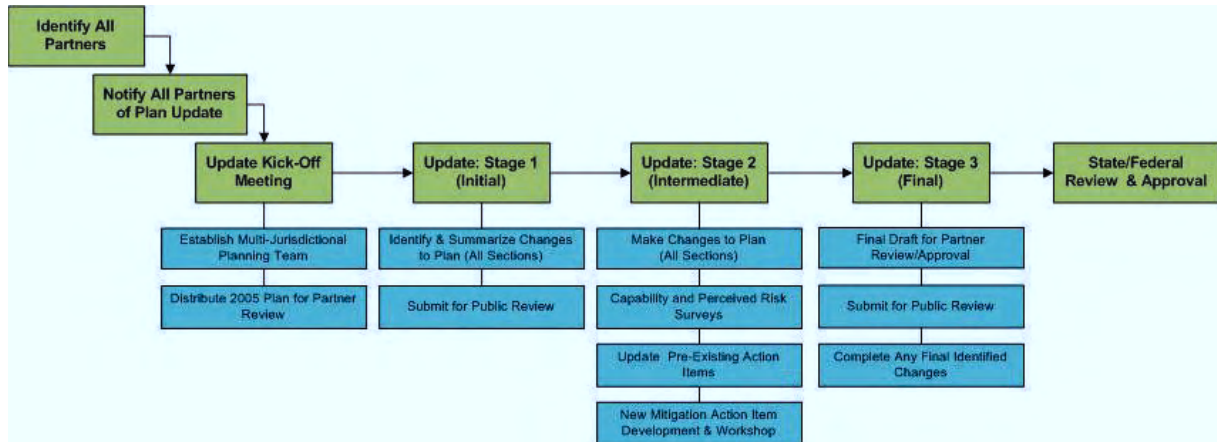
- Saving lives and property
- Saving money
- Speeding recovery following disasters
- Reducing future vulnerability through wise development and post-disaster recovery and reconstruction
- Expediting the receipt of pre-disaster and post-disaster grant funding
- Demonstrating a firm commitment to improving community health and safety

Plan Update Process

The plan update process followed a widely recognized approach that meets the requirements of FEMA and the Texas Department of Public Safety, Division of Emergency Management. A Local Mitigation Plan Crosswalk, found in **Appendix D**, provides a summary of federal and state standards of acceptability and notes where each requirement is met within the Plan.

The plan update process included seven major steps that were completed over the course of six months. The steps are displayed in **Figure 3-1** and discussed below. First, the update process will be discussed, followed by an update summary for the primary components of the plan.

**Figure 3-1
A Multi-Jurisdictional Plan Update Process**



Identification of All Partners

Prior to the kick-off of the update process, the Harris County Office of Homeland Security and Emergency Management (HCOHSEM), who serves as the project coordinator for the Plan, took great efforts to identify any interested potential project stakeholders within the planning area. All previous signatories were identified using the information provided in **Section 7: Plan Maintenance Process** of the previous plan, sign-in sheets for previous mitigation planning meetings, direct phone correspondence, and other communication means. During this phase, the HCOHSEM identified all documented agencies and jurisdictions that had shown past interest in participation to insure they had the option to participate. Announcements of the Plan update were also provided at multiple inter-area and regional meetings. Additionally, HCOHSEM also identified all the emergency management departments for incorporated jurisdictions within Harris County regardless of their past participation in the Plan.

Notification of All Partners

Based on the identified potential project stakeholders listed above, a contact list was compiled with all the most up-to-date information readily available for the identified parties. All potential stakeholders were identified initially via direct electronic mail of the LMP Update 2009: Initial Meeting. In addition, all HCOHSEM jurisdictional liaisons were tasked with dispersing the information to all incorporated cities within Harris County. Methods used by the liaisons included both distribution of additional electronic mail, direct phone correspondence, and face-to-face meetings. Contacted agencies and departments were also encouraged to invite any additional potential stakeholders. Prior to the kick-off meeting, additional reminders were also distributed.

Plan Update Kick-Off Meeting (Initial Meeting)

The LMP Update 2009: Initial Meeting was held on July 13th, 2009 at Houston TranStar hosted by the Harris County Office of Homeland Security and Emergency Management. Discussions focused on the overall project approach, emphasizing the steps necessary to meet the requirements of the plan update. An electronic copy of the 2005 plan was also provided for participant review.

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First, the purposes for mitigation planning and related benefits were discussed. Immediately following, the project scope, tentative timeline, and related objectives were explained. The group then reviewed the information flow process planned for the update and the establishment of the multi-jurisdictional planning team; this will be discussed in more detail later in this section. Finally the adoption process and responsibilities were reviewed.

Following the meeting, copies of all handouts, presentation information, and meeting minutes were provided to all contacts electronically via email. The presentation was recorded and posted as a secured webinar for any jurisdiction who was unable to attend the meeting. Additionally, the electronic version of the 2005 plan, which was too large to send with the rest of the documents, was also posted on a secured site for on-demand download as required. All participants were provided the access permissions to these tools in the previously mentioned follow-up email. Multiple follow-up meetings were also conducted for jurisdictions unable to attend the initial meeting. A final list of Plan participants was derived from the attendance and response to these kick-off initiatives.

Update Process: Stage 1

This update phase consisted of the review of the 2005 Plan and identification of required updates by all partners and the Multi-Jurisdictional Planning Team. The ***FEMA Local Multi-Hazard Mitigation Planning Guidance July 1, 2008*** document was provided to all jurisdictions, including a quick reference¹ identifying all requirements specific to plan updates. This was provided in order to assist all partners in the review and identification of required updates within the document. All identified update requirements were provided to the HCOHSEM to complete in coordination with the Multi-Jurisdictional Planning Team (MJPT). The MJPT held regularly scheduled meetings to review the document. No more than three sections were reviewed at a single meeting in order to ensure the accuracy of updates and the timeliness of meetings. At these meetings, each section of the document was reviewed and discussed separately and in detail to identify needed updates using the criterion listed in the paragraph below. In addition, many jurisdictions such as but not limited to Jersey Village, La Porte and Seabrook directly identified and recommended many areas for updates within the 2005 plan to the MJPT. Once identified and reviewed, all updates within each section were approved by the team.

Note: A diagram of the plan update information flow is shown in **Figure 3.2** followed by more detailed information on the MJPT.

The ***FEMA Local Multi-Hazard Mitigation Planning Guidance July 1, 2008*** document served as the primary criterion used for the identification of changes for all parties (the MJPT and all jurisdictions). Any changes that were required to keep the updated document in compliance and up-to-date were made. A few examples have been included below:

- **Section 3: Planning Process** was re-written to reflect the Plan update process used for this plan update rather than the old information which outlined the initial plan development from 2005.
- The template used to document all mitigation action items was updated to include all newly required information to establish a benchmark for progress (i.e. current status, completion date, affects on future and existing structures, etc.). All mitigation action items (pre-existing and new) were updated into this template.

¹ A copy of the quick reference is included in **Appendix F: Planning Materials**

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- An updated Local Capability Survey was completed by all jurisdictions and used to update **Section 5: Capability Assessment** with the latest information on jurisdictional capabilities.

Additionally, minor changes were also included to keep all references within the document aligned with the updated terminologies used by the participating jurisdictions. For example, all items relating to **Harris County Permits** was changed to **Harris County Public Infrastructure Department – Permits Division** to reflect the departmental restructuring and name changes since 2005. A more detailed summary on the changes included in each section can be found in the **Updating the Components of the Plan** subsection below.

Once all needed changes to the plan were identified, an annotated copy of the 2005 Plan was prepared and submitted for the first public review. The annotations summarized the identified changes which were required for the plan update. More detail on the public review process can be found in the **Involving the Public** subsection below.

Update Process: Stage 2

Stage two consisted of the update of all sections within the document based on the changes identified and approved in Stage 1. Each section of the document was updated separately. During this phase, two surveys were conducted and the results were included into the updated plan. The **Revised Local Capability Questionnaire** was used to update the contents of **Section 5: Capability Assessment** of the Plan. Additionally, a survey to determine the “perceived risk” of hazards among area emergency managers and plan signatories was conducted. The resultant data was used in the risk analysis.

During this time, the Multi-Jurisdictional Planning Team (MJPT) continued to meet regularly to discuss and make decisions on plan update matters. It was at this time that the MJPT determined and approved the risk assessment and vulnerability assessment methodologies as identified in **Section 4.3: Vulnerability Assessment**.

Stage two also consisted of the update to old and the development of new mitigation action items for all jurisdictions. In order to meet new federal requirements, a new mitigation action item template was developed and approved by the MJPT. This was then distributed to all jurisdictions to establish a baseline for progress on all action items included in the 2005 Plan.

The update to all mitigation action items from the 2005 Plan was coordinated by the Harris County Office of Homeland Security and Emergency Management (HCOHSEM). The jurisdictions provided their information to HCOHSEM who inserted the updated information into the plan. Multiple conference calls were held to answer questions about the update process and to allow jurisdictions to communicate and assist each other in completing the required updates.

For new action items, the same template was used and the development was coordinated by HCOHSEM in the same manner as with the pre-existing action items. Additionally, a New Mitigation Action Item Development Workshop was held on October 20, 2009 as well as two audio conference meetings for questions and peer assistance. This workshop allowed all jurisdictions participate in the brainstorming and development of new mitigation action items as a group. At this workshop, new mitigation action items pertinent to the majority of jurisdictions were developed as a team hazard by hazard. An audio conference bridge was also opened for the workshop so that agencies and jurisdictions not able to attend the meeting in person were able to contribute remotely. Following the meeting, all workshop notes, minutes, and identified action

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items were distributed to all partners electronically. This was used for new action item development for all jurisdictions.

Update Process: Stage 3

This stage consisted of the final drafting of the document and submission for the second public review and partner review. Once finalized, the updated document was submitted for public review. All public responses were reviewed by the Multi-Jurisdictional Planning Team. Additionally, the draft document was also submitted to all partners for final review. All recommended corrections from participating partners were provided to the HCOHSEM to complete in coordination with the Multi-Jurisdictional Planning Team (MJPT). The MJPT again reviewed and approved the changes and final revisions were made accordingly.

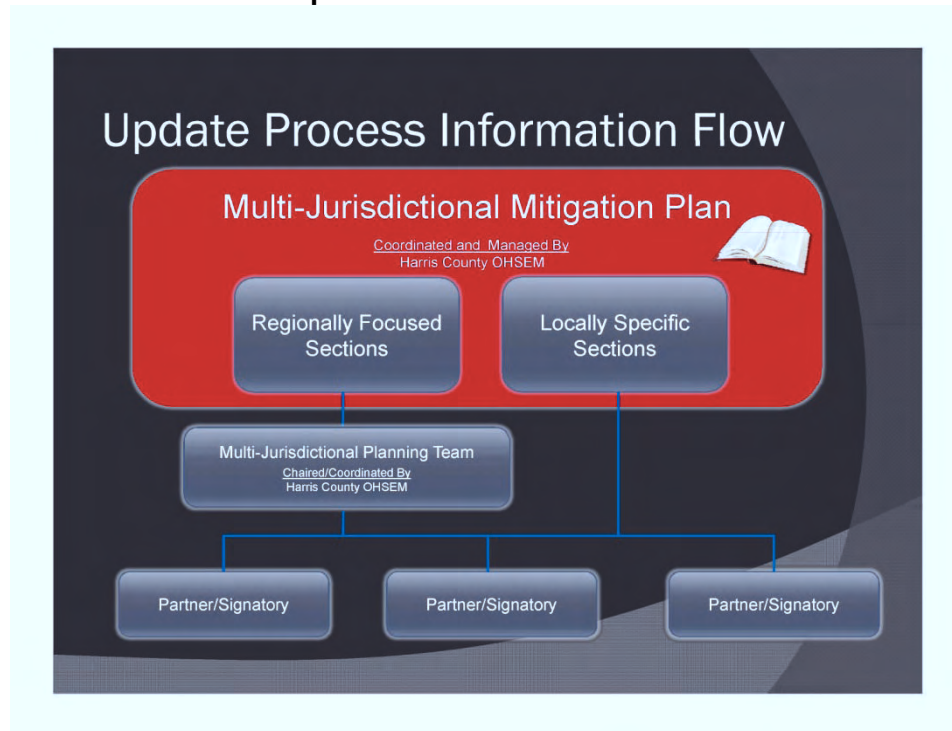
The Planning Team

Due to the diverse emergency management community within Harris County, the Direct Representation Model (Texas Division of Emergency Management, 2009) was used for the update of this plan. Using this model, all participating jurisdictions maintain “ownership” of the Plan and participated in the planning and development process. No delegation of power took place; all jurisdictions were encouraged to provide input. **Figure 3-2** graphically illustrates the information flow process as described. The list provided below identifies all parties who participated in the planning process. More detail can be found in **Appendix F: Planning Materials**.

City of Bellaire	Harris County Center for Safe and Secure Schools
• Community Development Director	• Senior School Safety Consultant ²
City of El Lago	• School Safety Specialist ²
• Emergency Management Coordinator	Harris County Fire Marshal's Office
City of Galena Park	• Chief of Emergency Operations
• Emergency Management Coordinator	Harris County Flood Control District
City of Jacinto City	• Meteorologist
• Emergency Management Coordinator	• Project Brays Program Manager
City of Jersey Village	• Project Consultant
• Emergency Management Coordinator	• Senior Project Coordinator ²
City of La Porte	Harris County Hospital District
• Emergency Management Coordinator	• Director of Facilities Engineering
• Emergency Management Planner ²	• District Director of Engineering
City of Seabrook	• Mitigation Planner ²
• Chief Building Official/Floodplain Manager ²	Harris County OHSEM
• Deputy Emergency Management Coordinator ²	• EM Planning Manager ²
City of Southside Place	• LMP Planning Assistant ²
• City Manager	• Logistics Supervisor
• Emergency Management Coordinator	• Planning Supervisor
City of Stafford	• UASI Planner ²
• Emergency Management Coordinator ²	Harris County Public Infrastructure Dept
City of Taylor Lake Village	• Manager of Operations
• Mayor	• Manager of Permits
• Deputy Emergency Management Coordinators	• Project Manager
City of Webster	Texas Medical Center
• Emergency Management Coordinator ²	• Executive Vice President
Cypress Fairbanks ISD	• Senior Vice President
• Risk Manager ²	• Emergency Preparedness and Planning Support Specialist

² These individuals also participated on the Multi-Jurisdictional Planning Team as described below.

**Figure 3-2
Plan Update Information Flow Process**



Multi-Jurisdictional Planning Team

In order to help facilitate and coordinate this process, a Multi-Jurisdictional Planning Team (MJPT) was developed and served as a “coordinating entity” to assist with the development of the regionalized portions of the Plan. This concept was explained and established during the LMP Update 2009: Initial Meeting and all related follow-up meetings. All jurisdictions were encouraged to participate and kept up-to-date with the progress of the team. Many jurisdictions were represented on the team and provided valuable insight and guidance for the progression of the update process. For example, some of the highly represented agencies include but are not limited to, the Harris County Flood Control District, City of Seabrook, City of Stafford, City of La Porte, City of Webster, Cypress Fairbanks Independent School District, Harris County Department of Education Center for Safe and Secure Schools, and the Harris County Hospital District.

Roles and Responsibilities of Partners

The roles and responsibilities for all partners were provided at the initial meeting, all follow-up meetings, and in all related follow-up documentation to all partners. The roles and responsibilities were explained during the initial and follow-up meetings as well as in the web-presentation of the initial meeting.

Harris County Office of Homeland Security Emergency Management (HCOHSEM)

- Project Management
- Coordination

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- o Meeting and workshop logistics
 - o Data collection and exchange with local governmental entities and planning team
 - o Solicit public input/involvement
- Communications
 - o Group e-mail distribution
 - o Web site postings
 - o Documentation

Local Governmental Entities

- Coordination
 - o Establish single point of contact
 - o Attend meetings/workshops
 - o Solicit public input/involvement
- Data
 - o Review the current plan
 - o Provide updates (if any) on locally-specific sections of the plan to HCOHSEM
 - o Provide updates (if any) on regionally-specific portions of the plan to the planning team
- Mitigation Strategy
 - o Review goals and mitigation actions
 - o Update mitigation action information
 - o Provide summary on current status of actions from 2005 plan
 - o Update/establish local implementation procedures (responsibility and timeline)
- Plan adoption by governing body

Multi-Jurisdictional Planning Team

- Coordination
 - o Coordinate with HCOHSEM and local governmental entities on recommended updates to the plan
- Data
 - o Review the current plan
 - o Provide updates on the regionally-focused sections of the plan
 - o Review regionally specific updates submitted from local governmental entities

Involving the Public

Public Involvement from Previous Plan Maintenance

Multiple agencies and jurisdictions provide a number of mitigation resources to the public within the local library systems. For example, the Harris County Public Infrastructure Department developed a flood prevention library which they keep up-to-date with the most recent information which is available to the public at all 26 branches of the Harris County public library.

Many jurisdictions and agencies have also greatly increased the amount of information available to the public on their website. For example, the Harris County Fire Marshal's Office has linked their inspection and run records on their public website in addition to the Harris County Fire Code which is also available online. The Public Infrastructure Department provides Harris County flood related ordinances and plans to the public online while the Flood Control district posts current

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projects, programs and flood hazard awareness. Flood Control also coordinates with the Harris County Office of Homeland Security and Emergency Managements (HCOHSEM) who hosts the Harris County Rainfall Map. This interactive map provides a real-time status of the bayous and streams within the region, in addition to other hazard awareness, mitigation information, and news alerts which are also hosted on the site and available to the public.

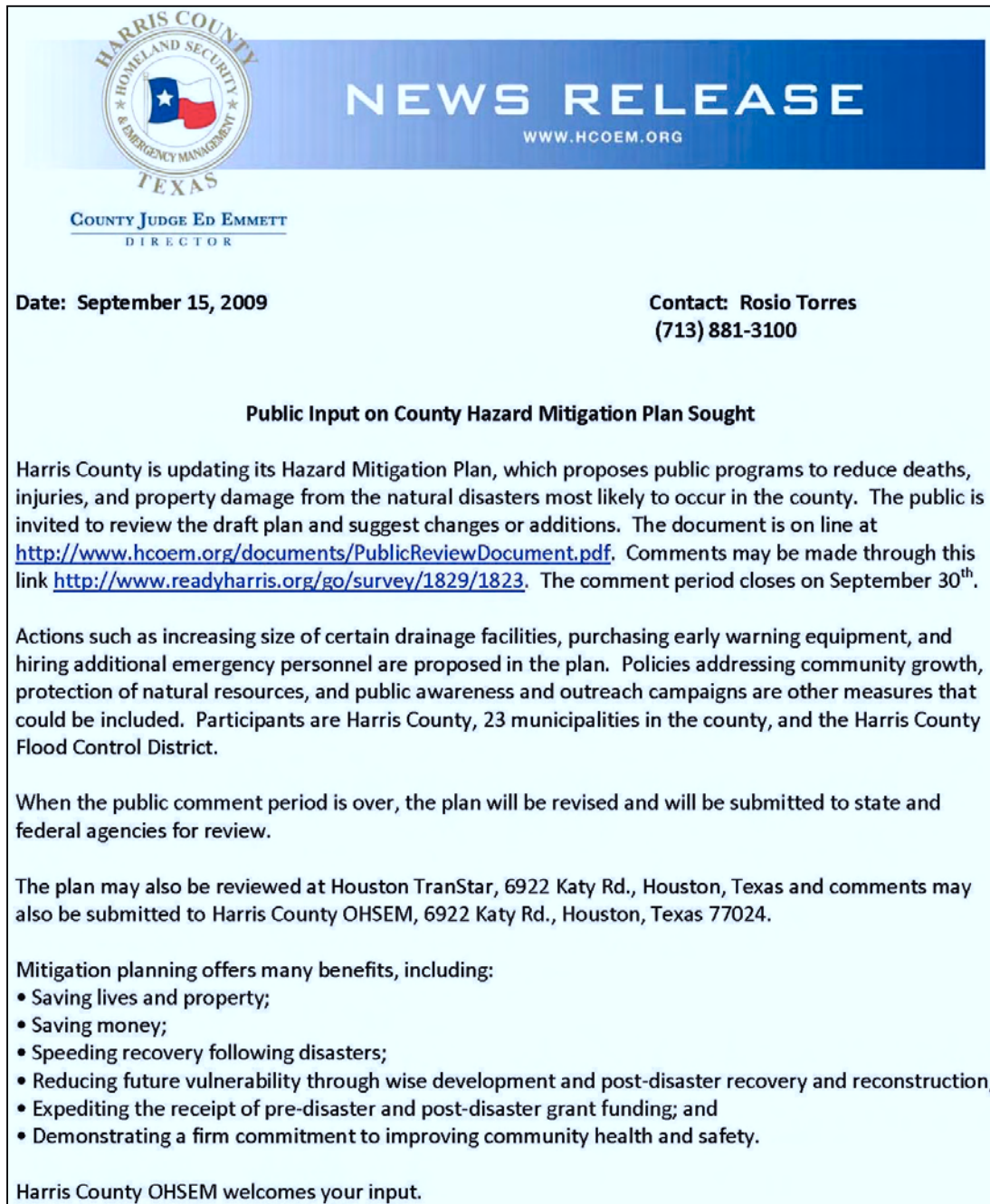
As in many other areas of the nation, social networking is becoming more popular. With this in mind, many jurisdictions are also integrating these into their communications mechanisms. For example the City of La Porte, has developed and maintains Facebook and Twitter accounts for the dissemination of information through those means.

Public Involvement During the Plan Update

Two public review periods were held as part of the plan update process. The first was held as part of Update: Stage 1 as identified in **Figure 3-1** above. For this review, an annotated copy of the 2005 Plan was prepared. The annotations summarized the identified changes which were required for the current plan update. Upon start of the first review, a press release was distributed to local media outlets (see **Figure 3.3**) and an ad was placed in the City & State section of the local newspaper as shown in **Figure 3.4**. These notices requested the public to review, comment and suggest changes to the Plan and provided a direct link to the Harris County Office of Homeland Security and Emergency Management (HCOHSEM) Website which served as our primary review and comment forum. In addition, the notices also provided contact information and office location information to allow persons without internet access to have the capability to review the plan and make comments. Upon conclusion of the public review period, all responses were recorded and reviewed by the Multi-Jurisdictional Planning Team. The team reviewed the comments and related integration into the plan. Upon request of the MJPT, the HCOHSEM followed up with all respondents after the review period to ensure their input was reviewed. Additionally, multiple news agencies reported on the information provided in the press release, an example is shown in **Figure 3.5**. One outlet requested an interview with the Harris County Emergency Management Coordinator on the topic which was also completed.

The second public review process was undertaken as part of Update: Stage 3 as listed in **Figure 3-1** above. For this review process, a final version of the document was used prior to submission for State and Federal approval. As with the first review, the same process and web-based review forum was used. A copy of the press release and ad from the local paper for the second public review are shown in **Figure 3.6** and **Figure 3.7** respectively below.

Figure 3.3
Public Review #1 Press Release Document



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Figure 3.4
Public Review #1 Houston Chronicle Ad

BIDS & PROPOSALS	LEGAL NOTICES	LEGAL NOTICES	LEGAL NOTICES
NOTICE TO CONTRACTORS OF PROPOSED TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) CONTRACTS Sealed proposals for contracts listed below will be received by TxDOT until the date(s) shown below, and then publicly read. CONSTRUCTION/ MAINTENANCE/BUILDING FACILITIES CONTRACT(S) Dist/Div: San Antonio Contract 6182-57-001 for PAVEMENT RESTORATION in KENDALL County will be opened on October 20, 2009 at 1:00 pm at the State Office for an estimate of \$1,555,590.00. Plans and specifications are available for inspection, along with bidding proposals, and applications for the TxDOT Prequalified Contractor's list, at the applicable State and/or Dist/Div Offices listed below. If applicable, bidders must submit prequalification information to TxDOT at least 10 days prior to the bid date to be eligible to bid on a project. Prequalification materials may be requested from the State Office listed below. Plans for the above contract(s) are available from TxDOT's website at www.txdot.gov and from reproduction companies at the expense of the contractor. IPO: 30793 State Office Construction/Maint. Division 100 E. Riverside Dr. Austin, Texas 78704 Phone: 512-416-2540 List/Div Office(s) San Antonio District District Engineer 615 NW Loop 410	Hazard Mitigation Plan Policies will be updated Public Invited to Suggest Changes* Updated Policies may include: - Increasing size of Certain Drainage Facilities - Purchasing Early Warning System - Hiring Additional Emergency Personnel - Community Growth - Protection of Natural Resources To view document and make comments go to: http://www.hcoem.org/PressRelease.aspx?ID=655 *Comment period closes on September 30, 2009 The plan will be revised and submitted to state and federal agencies to review. Harris County OHSEM welcomes your input. Plan may also be reviewed at Houston TranStar, 6922 Katy Rd., Houston, Texas 77024 Comments may be submitted to Harris County OHSEM, 6922 Katy Rd., Houston, Texas 77024	NOTICE OF PUBLIC SALE of property to satisfy landlord's lien. Sale is at 11:00am Wednesday, October 14, 2009 at MINICITY SELF STORAGE, 9000 Westpark, Houston, Texas 77063. Property will be sold to the highest bidder for cash. Cleanup and removal deposit is required. Seller reserves right to withdraw property from sale. Unless otherwise specified units contain miscellaneous household goods & household furniture. Property includes contents of spaces of the following tenants - Design Design-paintings, metal works; Cotrena L. Barnes-Londow-furniture, TV, dryer; Rodolfo Hernandez Jr. aka Rodolfo Hernandez Jr.-furniture, fountain, microwave; Jose Romero Lazaro-lawn equipment, TV, furniture; Baseer Ahmadi-satellites, tools; Jimmy J. Kim-doors, dry cleaning racks, lighting system; Amany Al Jawhari (2 units)-TVs microwave, lawn tools, furniture; Major E. Cephus-luggage, TV, VCR, furniture; Christian M. Catalini-screen TV, furniture; Martin M. Kizito-boxes, blankets, bubble wrap, dollies; Carlos Rivera-tools, building materials, generator; Windfall Ventures-paintings, iron work, safes; David A. Dombal; Marcello D. Nobles-files. #713-977-8791. NOTICE OF PUBLIC MEETING The Brazoria County Engineering Department will conduct a public meeting regarding the proposed improvements to County Road 257, (Blue Water Highway), from Surfside to San Luis Pass. The proposed project is to construct a below-grade revetment wall to protect the roadway from high tide and other storm	
BIDS & PROPOSALS OFFICIAL NOTICE	AVISO DE JUNTA PUBLICA El Departamento de Ingenieria del Condado de Brazoria realizara una		

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Figure 3.5
Public Review #1 Media Response

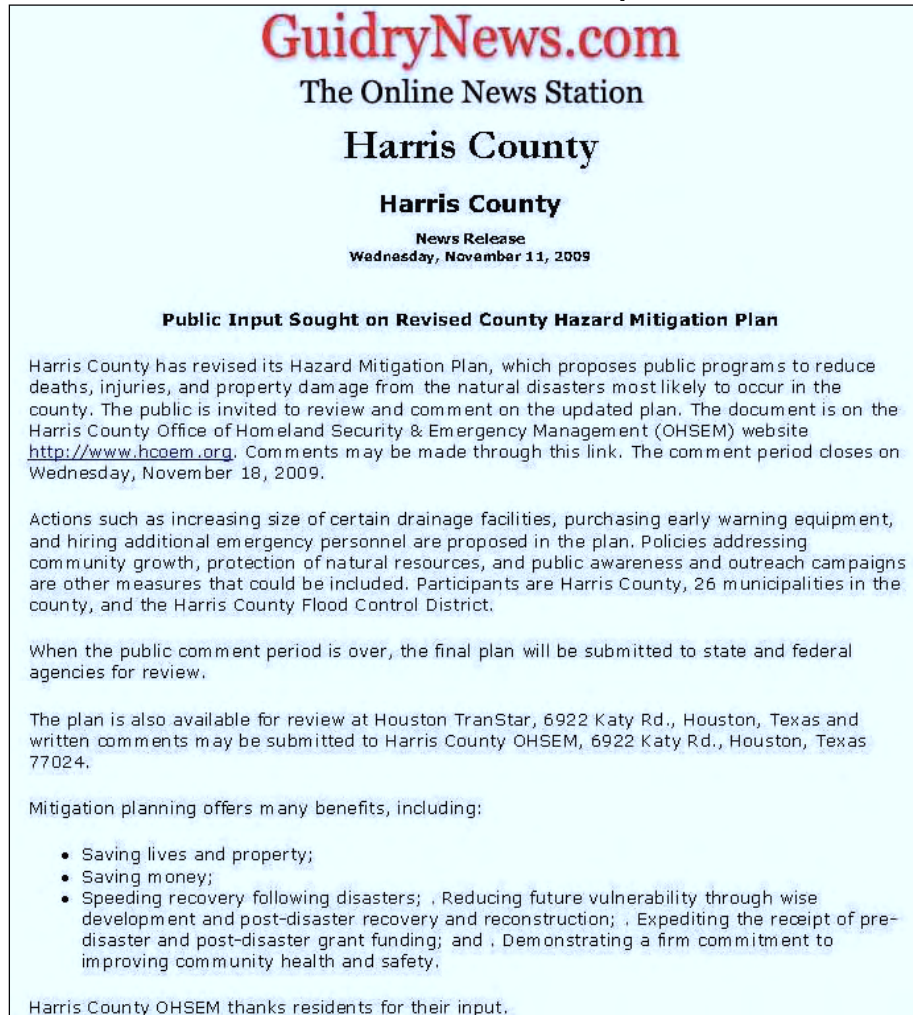
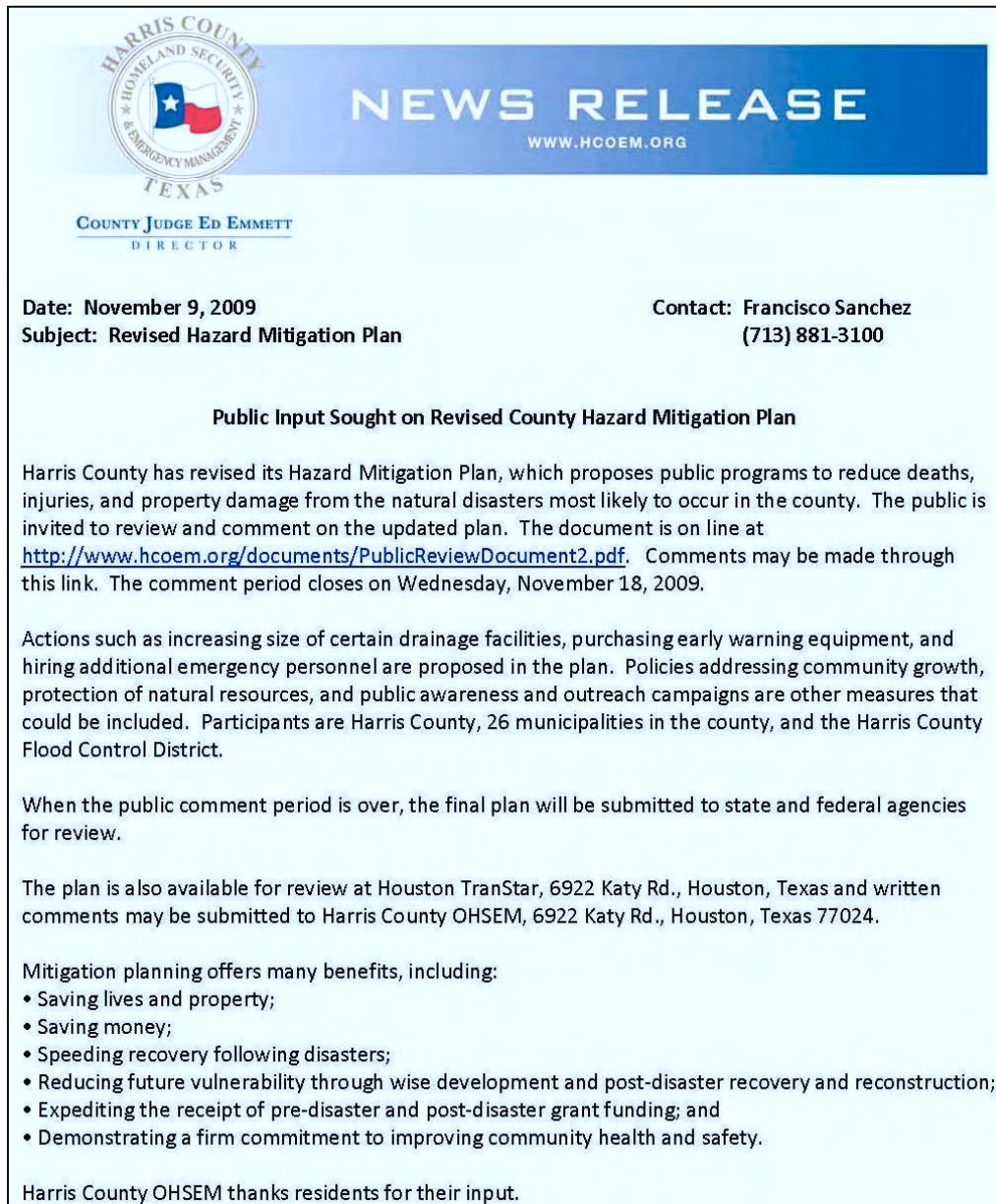


Figure 3.6
Public Review #2 Press Release



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ALL HAZARD MITIGATION PLAN

Figure 3.7
Public Review #2 Houston Chronicle Ad

88 HOUSTON CHRONICLE ***

BUGGS: Do examine quarterly earnings

CONTINUED FROM PAGE B1

You especially want to take notice during earnings season, the period when companies that issue publicly traded stocks give progress reports about their performance in the quarter that just ended.

Typically within the first six weeks of the new quarter, public companies announce how much revenue they brought in during the previous three-month period and whether they made a profit, also called earnings.

Before those earnings reports come out, stock analysts that closely watch those companies publicly predict what the revenue and profit numbers will be.

Improve your odds

Companies try to meet or beat those expectations to keep their stock prices high and bring more value to their shareholders. Public companies announce in advance when they'll report their earnings, and typically put the reports on their Web sites.

The other factors to follow

Legal Notices

NOTICE TO CREDITORS	NOTICE TO CREDITORS	BIDS & PROPOSALS	LEGAL NOTICES	LEGAL NOTICES
Notice To Creditors Ad \$69.00* Call Cynthia 713-362-6435 *\$69.00 includes first 36 lines *\$1.92 per line over 36 lines		Fort Bend Independent School District (FBISD) In accordance Texas Education Code 44.038, Contract for Facilities: Construction Manager-At-Risk (CMR), FBISD is soliciting a CMR to construct the FBISD Global Center for Science and Technology building listed below: Description: Global Center for Science and Technology RFP No. - 09-017AS Contact - Alfonso Saldívar Phone No. - (281) 634-1828 Download RFP - www.fbisd.com/finance/bid-proposal.cfm Pre-proposal Conference Date - 11/13/09 at 1:30 p.m. at the address below: FBISD 2323 Texas Parkway Missouri City, TX 77489 RFP Due - 12/2/09 at 2:00 p.m. (LATE RESPONSE NOT ACCEPTED) Mail in sealed envelope with RFP No.09-017AS to address below: FBISD 555 Julie Rivers Dr. Sugar Land, TX 77478 Attn: Mr. Alfonso Saldívar	HARRIS COUNTY TEXAS County Judge Ed Ebert DIRECTIVE Hazard Mitigation Plan Content and Projects Have Been Revised Public Invited to Review and Comment on Changes* Updated Projects include: - Increasing size of Certain Drainage Facilities - Purchasing Early Warning System - Hiring Additional Emergency Personnel - Community Growth - Protection of Natural Resources To view document go to: http://www.hcoem.org *Review and comment period closes November 18, 2009 The revised plan will be submitted to state and federal agencies to review. Harris County Office of Homeland Security & Emergency Management welcomes your input. Plan can also be reviewed at Houston TranStar, 6922 Katy Rd., Houston, Texas 77024 Comments may be submitted to Harris County Office of Homeland Security & Emergency Management, 6922 Katy Road, Houston, Texas 77024	
ADOPTIONS BID NOTICE The Klein Independent School District is accepting electronic bids for the purchase of Kalvac 1750 Cleaning Systems. Bid #10-110, 11:00 a.m. December 1, 2009, Room 220 Purchasing, Klein Central Office, 7200 Spring Cypress. Purchasing specifications, 832-249-4517.	BIDS & PROPOSALS Bid Notice Harris County Department of Education (HCDE)/Choice Facility Partners (CFP) will be accepting Request for Proposals (RFPs) for Job No. 10/008JC Video Surveillance Systems and related items and Job No. 10/002JC Paint, Paint Application and related items. Interested propos-	INVITATION TO BIDDERS SEALED PROPOSALS addressed to Deerbrook Estates, Ltd. on behalf of Harris County Municipal Utility District No. 26 for construction of the Drainage Channel Repairs to Serve Deerbrook Estates LIA Job No. 1739-0099, will be received at the office of LIA Engineering & Sur-	BIDS & PROPOSALS Fort Bend Independent	

Involving Stakeholders in the Planning Process

A range of stakeholders were involved in the mitigation planning process. Stakeholder involvement was encouraged through the use of multiple planning workshops, electronic and web-based collaboration, public notices, and the notification of stakeholder groups. Specific mitigation actions were developed for the county and for each municipality.

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Harris County Flood Control District and the Harris County Department of Education also participated in the plan update process. They participated on the Multi-Jurisdictional Planning Team and submitted updates to their Locally Specific Mitigation Actions.

Multi-Jurisdictional Participation

The Harris County All Hazard Mitigation Plan includes Harris County, and all signatories as identified at the beginning of **Section 1: Introduction**. To satisfy multi-jurisdictional participation requirements, counties and local jurisdictions were required to perform the following tasks:

- Participate in the Initial Meeting or review the related follow-up information
- Participate in mitigation planning and development workshops
- Complete the ***Revised Local Capability Assessment Survey***
- Complete the ***Emergency Managers and Signatory Perceived Hazard Risk Survey***
- Identify completed mitigation projects
- Establish a “baseline for progress” and provide updates to old mitigation action items
- Develop new mitigation action items

Each municipality participated in the planning process and has developed local Mitigation Action Items unique to their jurisdiction.

Updating the Components of the Plan

As previously stated, all sections of the document were reviewed by the Multi-Jurisdictional Planning Team (MJPT) independently. Recommended and required updates were identified, approved, and then the document was revised accordingly. In addition, many jurisdictions recommended updates to the MJPT throughout the process.

Introduction

The ***Introduction*** summarizes the purpose and scope of the plan as well as all participating signatories. This section was updated to reflect the changes in signatory partners participating in the plan update.

Community Profile

The ***Community Profile***, located in Section 2, describes the makeup of participating counties and municipalities, including prevalent geographic, demographic and economic characteristics. In addition, building characteristics and land use patterns are discussed. This baseline information helps to provide a snapshot of the planning area and thereby assist Harris County and municipal officials recognize those factors that ultimately play a role in describing community vulnerability.

This section was revised to show the most recent community profile data. Updated statistics and numerical data were included to provide the most recent “snapshot” of our area. The overall formatting and layout however was not changed.

Planning Process

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This section describes the process used to update the plan. It previously showed the planning process used for the 2005 Plan. It was updated to reflect the plan update process that took place for this revision. The graphical models were updated, and the revised roles, responsibilities were identified.

Risk Assessment

The **Risk Assessment**, found in Section 4, describes and analyzes the natural and man-caused hazards present within Harris County. This analysis utilizes historical data from past hazard occurrences and pre-existing plans and studies to establish hazard profiles and a hazard risk ranking based on hazard frequency, magnitude and impact. The findings of the risk assessment enable communities to focus their efforts on those structures or planning areas facing the greatest risk.

This section previously contained information on how the risk analysis was obtained for the 2005 plan. It was updated to show the revised risk assessment and vulnerability assessment methodologies used for this update and the latest resulting data as well as the latest historical occurrence data and photographs.

Capability Assessment

The **Capability Assessment**, found in Section 5, provides a comprehensive examination of participating jurisdictions' capacity to implement meaningful mitigation actions and identifies existing opportunities for program enhancement. Capabilities addressed in this section include staff and organizational capability, technical capability, policy and program capability, fiscal capability, legal authority and political willpower. The purpose of this assessment is to identify any existing gaps, weaknesses or conflicts in programs or activities that may hinder mitigation efforts, or to identify those activities that can further the overall mitigation strategy.

The contents within this section were updated using detailed questionnaires and the analysis of existing plans, ordinances and relevant documents. The **Revised Local Capability Questionnaire** was completed by each jurisdiction and returned to HCOHSEM where all the resultant information was tabulated and incorporated into the plan. The revised questionnaire was derived from the previous base content provided in section 5 and the **Local Capability Questionnaire** used in the 2005 plan. The revised questionnaire was reviewed and approved by the planning team prior to distribution. Additionally, a simplified version was distributed to all school districts within Harris County in coordination with the Harris County Department of Education – Center for Safe and Secure Schools. This was a recommendation from the MJPT and was completed to help expand the planning relationships between local jurisdictions on the plan, their school districts, and County agencies by increasing communication on existing plans. Although the majority of the content changed based on the updated information, the document layout, formatting, and capability assessment scoring methodology³ remained the same.

Mitigation Strategy

The risk assessment, capability assessment and community profile are considered background studies and form the basis for developing, adopting and implementing the **Mitigation Strategy**

³ The capability assessment methodology is discussed in detail in **Section 5: Capability Assessment**.

HARRIS COUNTY ALL HAZARD MITIGATION PLAN

found in Section 6. The mitigation strategy is intended to be both strategic (based on long-term goals) and functional (tied to mid-range objectives and short-term actions).

All the mitigation goals and objectives within this section were reviewed, validated, and reaffirmed by the Multi-Jurisdictional Planning Team. After the reaffirmation of our local goals, the State of Texas Mitigation Planning Goals, as listed in our plan, were also validated by the Texas Division of Emergency Management. The goals of the Harris County plan remained similar to those found in the State of Texas Mitigation Plan. This approach was used to facilitate an open brainstorming process among the county and participating jurisdictions that was not driven by pre-existing state-level goals.

Plan Maintenance Process

In order to ensure that the mitigation strategy is effectively implemented over time, **Plan Maintenance Procedures** have been established and are found in Section 7. This section was reviewed, validated, and reaffirmed by the Multi-Jurisdictional Planning Team with only minor changes to the content.

Appendixes

In order to meet the new federal guidelines for the mitigation plan update and to maintain an organized and functional plan, new appendices were added and existing ones were restructured. **Appendix A** was updated to contain only pre-existing mitigation actions. These were actions identified in previous versions of the plan and have been updated to ensure a baseline for progress was established. **Appendix B** was re-designated for new mitigation action items. This section contains all the new mitigation action items identified by all participants to this plan. A completion matrix was included for each jurisdiction to assist reviewing agencies in confirming that action items were identified for all relevant hazards. **Appendix C** was re-designated for the documentation of the NFIP Repetitive Loss Data. Initially, in past versions of the plan, this data was included within **Section 4.3: Vulnerability Assessment**. However, due to the length of the updated data, it was moved to a separate Appendix. **Appendix D** was reassigned for the archival of the FEMA/TDEM Crosswalk while **Appendix E** and **F** were newly added to archive the Plan Adoption Paperwork and Planning Materials respectively.

RESOLUTION NO. 2010-11

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS, ADOPTING THE HARRIS COUNTY ALL HAZARD
MITIGATION PLAN.**

* * * * *

WHEREAS, certain areas of the City of Tomball are subject to periodic flooding, hurricanes and other natural hazards with the potential to cause damages to people properties within the area; and

WHEREAS, the City of Tomball desires to prepare and mitigate for such circumstances; and

WHEREAS, under the Disaster Mitigation Act of 2000, the United States Federal Emergency Management Agency (FEMA) requires that local jurisdictions have in place a FEMA-approved Hazard Mitigation Action Plan as a condition of receipt of certain future Federal mitigation funding after May 1, 2005; and

WHEREAS, Harris County and certain municipalities, in order to meet this requirement, have initiated development of a countywide, multi-jurisdictional All Hazard Mitigation Plan, including the City of Tomball;

THEREFORE, BE IT RESOLVED THAT THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS HEREBY:

Adopts the Harris County All Hazard Mitigation Plan; and

Vests the Tomball Office of Emergency Management with the responsibility, authority, and the means to:

- (a) Inform all concerned parties of this action.
- (b) Develop an addendum to this Hazard Mitigation Plan if the town's unique situation warrants such an addendum.

Appoints the Tomball Office of Emergency Management as the City Department responsible to assure that the Hazard Mitigation Plan be reviewed at least annually and that any needed adjustment to the City of Tomball addendum to the Hazard Mitigation Plan be developed and presented to the City Council for consideration.

Agrees to take such other official action as may be reasonably necessary to carry out the objectives of the All Hazard Mitigation Plan.

PASSED, APPROVED and ADOPTED this 6th day of July 2010.

CITY OF TOMBALL, TEXAS

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary

Regular City Council

Agenda Item

Meeting Date: July 6, 2010

Data Sheet

Topic:

Approve Resolution No. 2010-12, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 38th Annual Tomball Night and Parade, to be held in Tomball on Friday, August 6, 2010

Background:

The Greater Tomball Area Chamber of Commerce is requesting the support and endorsement of the City of Tomball for the Chamber's annual Tomball Night and parade. The Chamber requests the assistance of the Tomball Fire, Police, and Public Works Department personnel; furnishing of electric service from the Tax office on Walnut Street, the Depot, and 200 South Walnut; and closure of the following streets on Friday night only:

- from 2:00 p.m. until 11:00 p.m. – the 100, 200, and 300 blocks of Market Street and the 100 block of South Elm;
- from 3:00 p.m. until 11:00 p.m. – the 100 block of North Walnut, between Commerce and Main Street, and the 100 block of Commerce Street; and
- from 5:00 p.m. until 11:00 p.m. – South Walnut, between Market and Main, and Sycamore, from Main Street south.

Tomball Night will begin at 2:00 p.m. on Friday with a night parade, fireworks, and other festivities on Friday night and extended shopping sales events through Sunday.

The Chamber also requests permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of A.M. Pyrotechnics, ATF License #5-MO-059-51-6A-00130.

A copy of the Chamber request and a map of the requested street closures is presented, along with Resolution No. 2010-12. Fire Department costs are minimal, approximately \$15 in fuel and support provided by volunteer firefighters. Public Works costs to support Tomball Night include personnel time, refuse management, and fuel, totaling approximately \$1,045.

Origination:

Greater Tomball Area Chamber of Commerce

Recommendation:

Approval of Resolution No. 2010-12

Funding:

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

City Secretary

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

ATTACHMENTS:

GTACC Request

Tomball Night Parade Route

Resolution No. 2010-12

June 15, 2010

City of Tomball
401 Market Street
Tomball, Texas 77375

RE: Tomball Night Street Closures and Electricity

Dear Ms. Kliewer,

We are anticipating a fabulous 38th Annual **Tomball Night**, Friday, August 6, 2010 with help from our city, police and fire departments, as well as from numerous volunteers. The popular attraction of a night parade with a fireworks display ending the night's festivities has been met with overwhelming enthusiasm over the past six years. We are looking forward again to the expertise of the Tomball Police Department for crowd control and as visual deterrents from any negative activity.

The Greater Tomball Area Chamber of Commerce is requesting permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of A.M. Pyrotechnics, ATF License # 5-MO-059-51-6A-00130.

To insure the safety of the many visitors that will be in Tomball on Friday, August 6, 2010 and the multiple number of vendors we are expecting, we are asking for street closures for the following streets on Friday night only from

- 2:00 p.m. until 11:00 p.m. Market St. – 100, 200 and 300 blocks
- S. Elm – 100 Block

From 3:00 p.m. until 11:00 p.m.

- 100 N. Walnut – between Commerce and Main St.
- 100 block Commerce St.

And from 5:00 p.m. until 11:00 p.m.

- S. Walnut – between Market and Main
- Sycamore from Main St. South

Enclosed is a map for your review. We are also requesting permission for the use of electricity from the Harris County Tax Assessor Collector's office on Walnut Street, by the Depot and at 200 S. Walnut.

We appreciate the City of Tomball, its special partnership with the chamber and the assistance always offered for our events. Should you have any questions or concerns, please contact Faye Drennan, Brandy Beyer or myself at 281-351-7222.

Sincerely,

Bruce Hillegeist
President

RESOLUTION NO. 2010-12

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS, SUPPORTING THE 38TH ANNUAL TOMBALL
NIGHT AND PARADE, TO BE HELD IN TOMBALL ON FRIDAY,
AUGUST 6, 2010.**

* * * * *

WHEREAS the Greater Tomball Area Chamber of Commerce will present the 38th *Annual Tomball Night* on Friday, August 6, 2010, beginning at 2 p.m., with a night parade and a fireworks display under the direction of A.M. Pyrotechnics; and

WHEREAS *Tomball Night* is a unique way to showcase Tomball's many attractions and an opportune time to encourage citizens to shop Tomball throughout the rest of the year; and

WHEREAS *Tomball Night* has become Tomball's biggest shopping night, drawing shoppers from surrounding areas including Magnolia, Spring, Houston and The Woodlands to enjoy the sales, discounts, other great values and many planned activities sponsored by Tomball's retail community; and

WHEREAS *Tomball Night* includes many cash and merchandise prizes from participating Tomball businesses for *Tomball Night* shoppers; and

WHEREAS the Greater Tomball Area Chamber of Commerce desires and requests the support and endorsement of the City of Tomball in this city-wide effort, through the assistance of the Tomball Fire, Tomball Police, and Tomball Public Works Department personnel; furnishing of electrical service from the Harris County Tax Assessor-Collector's office on Walnut Street, by the Depot, and at 200 South Walnut; and the closure of the following streets on Friday night only:

- * from 2:00 p.m. until 11:00 p.m. – the 100, 200, and 300 blocks of Market Street and the 100 block of South Elm;
- * from 3:00 p.m. until 11:00 p.m. – the 100 block of North Walnut, between Commerce and Main Street, and the 100 block of Commerce Street;
- * from 5:00 p.m. until 11:00 p.m. – South Walnut, between Market and Main, and Sycamore Street, from Main Street south; and

WHEREAS The Chamber also requests permission from the City of Tomball to ignite fireworks out of season, under the insurance and guidance of A.M. Pyrotechnics, ATF License #5-MO-059-51-6A-00130;

NOW, THEREFORE, BE IT RESOLVED that the City of Tomball and its governing body endorses and supports the efforts of the Greater Tomball Area Chamber of Commerce in promoting and undertaking the 38th *Annual Tomball Night* and pledges to encourage this effort to showcase Tomball;

PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 6TH DAY OF JULY, 2010.

GRETCHEN FAGAN, Mayor

ATTEST:

Doris Speer, City Secretary

Regular City Council Agenda Item Data Sheet

Meeting Date: July 6, 2010

Topic:

Approve Request from Hamilton Valley Management, Inc. for Renewed Support of Their Application for State of Texas Housing Tax Credits for Mid-Towne Apartments and Authorize Mayor to Issue Letter of Support.

Background:

On December 17, 2001, Council approved Resolution 2007-38, a "Resolution of support for HVM Mid-Towne, Ltd, for the multi-family housing development known as Mid-Towne Apartments." This resolution acknowledged that at the time, the City of Tomball was aware it had more than two (2) times the State average of housing tax credit units per capita, and that Tomball Council still supported Mid-Towne's receiving the State credits.

According to Hamilton Valley Management (HVM), they were unable to find an investor when the market dropped in 2008, so they applied for a House Credit Tax Exchange. To date, no work has been done to Mid-Towne Apartments.

The current request from HVM is for a letter showing Tomball's continued support for their efforts.

Origination:

City Manager's Office

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

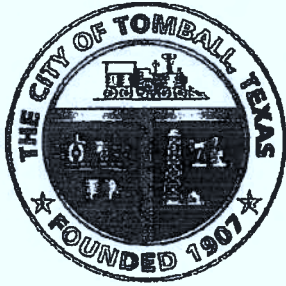
Shawn Cox, Assistant to the City Manager

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

ATTACHMENTS:

2007 Support Letter and Resolution 2007-38

Draft Support Letter 2010

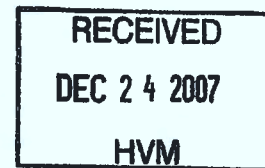


City of Tomball

**Gretchen Fagan
Mayor**

December 18, 2007

Dennis Hoover
Hamilton Valley Management, Inc./HVM Mid-Towne, Ltd
P.O. Box 190
Burnet, Texas 78611



Re: Mid-Towne Apartments, HVM Mid-Towne, Ltd. (Owner)
Located at 820 East Carrell Street, Tomball, Texas 77375

Dear Mr. Hoover:

On behalf of the City of Tomball, we support your application for Multi-Family Housing Tax Credits with the Texas Department of Housing and Community Affairs (TDHCA) during the 2008 cycle. We understand the funds will be used for rehabilitation of a 54-unit Multi-Family Housing Development, Mid-Towne Apartments.

The Tomball City Council is aware of the fact that the municipality of Tomball, Texas has more than twice the state average of units per capita supported by Housing Tax Credits at this time and, that this fact could potentially disqualify HVM Mid-Towne, Ltd. (owner), from receiving Housing Tax Credits. However, we support the rehabilitation of Mid-Towne Apartments and authorize an allocation of Housing Tax Credits for this development/rehabilitation. You will receive written approval of this development from the City of Tomball City Council in the form of a Resolution.

Tomball has a strong need for affordable housing, so we are very interested in this development for families in our City. Inquiries are received regularly from potential apartment renters, and your proposed development will help fulfill our need for affordable rental housing.

Tomball is an incorporated city located in Harris County, Census Tract 5554. The potential zoning designation for the site that you propose to rehabilitate is classified as Multi-Family. In addition, it is not located within a flood zone. Adequate city water, sewer, gas and garbage service, along with police and fire protection, is provided by the City of Tomball.

Sincerely,



Gretchen Fagan
Mayor

RESOLUTION NO. 2007-38

**RESOLUTION OF SUPPORT FOR HVM MID-TOWNE, LTD,
FOR THE MULTI-FAMILY HOUSING DEVELOPMENT
KNOWN AS MID-TOWNE APARTMENTS**

* * * * *

WHEREAS, HVM Mid-Towne, Ltd., is a 54-unit multi-family housing development known as Mid-Towne Apartments; and

WHEREAS, HVM Mid-Towne, Ltd., is seeking housing tax credits from the Texas Department of Housing and Community Affairs in 2008; and

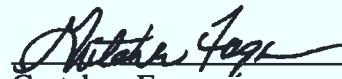
WHEREAS, the City of Tomball is aware of the fact that the municipality of Tomball, Texas has more than twice the state average of units per capita supported by Housing Tax Credits at this time; and

WHEREAS, the City of Tomball supports the development of Mid-Towne Apartments and authorizes an allocation of housing tax credits for rehabilitation of the development;

NOW, THEREFORE, BE IT RESOLVED, that the City of Tomball strongly supports the development/rehabilitation of Mid-Towne Apartments:

PASSED AND APPROVED ON THIS THE 17TH DAY OF DECEMBER, 2007.

CITY OF TOMBALL

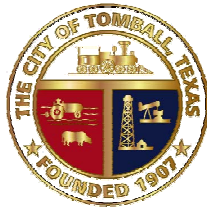


Gretchen Fagan
Mayor

ATTEST:



Doris Speer
City Secretary



City of Tomball

GRETCHEN FAGAN
MAYOR

June 30, 2010

Nan Boyles
HVM
P. O. Box 190
Burnet, TX 78611

Re: Mid-Towne Apartments Request for Continued Support of Housing Tax Credits

Dear Harris County ESD 8 Board:

On behalf of the City of Tomball, we support your application for the Housing Tax Credit Exchange Program provided under the Texas Department of Housing and Community Affairs for the rehabilitation of Mid-Towne Apartments.

The Tomball City Council is still aware that the City of Tomball has more than twice the state average of units per capita supported by Housing Tax Credits. However we support the rehabilitation of Mid-Towne Apartments and authorize an allocation of Housing Tax Credits for this development/rehabilitation, as stated Resolution 2007-38, passed by the Tomball City Council in December of 2007.

Sincerely,

Gretchen Fagan
Mayor

Regular City Council Agenda Item Data Sheet

Meeting Date: July 6, 2010

Topic:

Approve the 2010-2011 Interlocal Agreement between the City of Tomball and the Tomball Independent School District (TISD), affording the Tomball Police Department the ability to assign a Student Resource Officer (SRO) to a TISD Campus.

Background:

The purpose of this Interlocal Agreement is to insure that adequate services are provided to TISD as well as to define the scope of the duties and responsibilities of all interested parties. The officer assigned to TISD under this agreement will function as a SRO at the Junior High School as well as teach a drug prevention program to students at the intermediate level.

The agreement is good for the duration of the 2010-2011 school year and will be renegotiated each year thereafter. This is the renewal of the 2009-2010 agreement that expired at the end of the past school year.

This costs associated with this School Resource Officer position are reimbursed to the City as a 70% work equivalent (187 days) to cover the regular school year. Total payment to City of Tomball from TISD for the coming year will be \$61,492.00.

Origination:

Robert S. Hauck, Chief of Police

Recommendation:

It is recommended that the City of Tomball enter into this Interlocal Agreement with the Tomball Independent School District.

Funding: Yes

Account Number: 121-100-5730

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

Robert S. Hauck, Chief of Police

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

ATTACHMENTS:

TPD-TISD Interlocal Agreement (ILA)

**INTERLOCAL
AGREEMENT
(Student Resource Officer)**

1. PARTIES

1.1. The Parties to this Agreement are City of Tomball (“City”), a body corporate and politic under the laws of the State of Texas, and TOMBALL INDEPENDENT SCHOOL DISTRICT (“the Contractor”).

2. PURPOSE

2.1. The Contractor wants the Chief of Police of the City of Tomball, Texas, to authorize and direct 1 law enforcement officer to devote 187 days of their working time, “working time” being defined as 8 hours per day, to the Contractor. The law enforcement officer referenced above will be referred to collectively as “extra officers” whether one or more.

3. TERM OF THE AGREEMENT

3.1. The term of this Agreement begins on August 1, 2010, and ends on July 31, 2011, unless terminated sooner in accordance with section 7.

4. CITY’S RIGHTS AND OBLIGATIONS

4.1. City agrees to authorize the Chief of Police to appoint the extra officer(s) effective at the beginning of the contract term, so as to enable (but not require) the Chief of Police to appoint the extra officer(s) to devote 187 days of their working time to Tomball Independent School District (“the area”). As used herein, the phrase “working time devoted to the area” means the usual or normal hours that extra officers are required to work in any calendar month and does not include any extra or overtime work. The time officers are on duty within the area, the time the extra officers are in court in connection with cases arising out of events occurring within the area, the time the extra officers spend preparing reports and documents pertaining to events occurring in the area, the time the extra officers spend in making preparations to provide law enforcement in the area, the time the extra officers spend transporting persons arrested in the area to jail, the time the extra officers spend investigating crimes or possible crimes committed in the area, are deemed working time devoted to the area. The activities listed above are explanatory and the meaning of “working time devoted to the area” is not limited to those activities.

4.2. Contractor understands and agrees that if the Chief of Police appoints the extra officer(s) to the area, the Chief of Police retains the control and supervision of the extra officers to the same extent as he does other officers. Contractor further understands and agrees that the extra officers, if any, have no duty or obligation to the Contractor or the residents of the area other than those duties and obligations, which the Chief of Police’s officers have to the public generally.

4.3. The extra officers assigned in accordance with this Agreement shall perform the duties as assigned by the Contractor, subject to the control and supervision of the Chief of Police

and the City of Tomball. The rules, regulations, procedures, and policies of the City shall govern the performance of duties rendered pursuant to this agreement.

4.4 The Contractor shall provide an office, a networked computer, and general office supplies needed for the extra officers to perform their Student Resource Officer duties. The Chief of Police shall supply all equipment necessary to perform police functions and services.

5. CONTRACTOR'S PAYMENT OBLIGATION

5.1. The Contractor agrees to pay the City of Tomball the sum of SIXTY ONE THOUSAND FOUR HUNDRED NINETY TWO DOLLARS (\$61,492.00) to contract police services, or to be used by the City of Tomball for the purpose of supplementing the cost to the City for supplying the law enforcement services, including salaries and any additional expenses the City may incur in providing the services for a period of 187 days beginning the 1st day of August, 2010. Contractor must make payments on the total sum in installments, which are due and payable, without demand, on or before the following dates in the amounts set forth next to the dates:

Nine (9) payments of \$6,832.44 due on the 20th of each month,
first payment due September 20, 2010.

5.2. If the term of this Agreement is terminated at any time other than at the end of a semester, payments under this Contract shall be prorated.

5.3. Contractor understands and agrees that if the City does not receive the payments within thirty (30) days of the date due, the City is authorized to terminate this Agreement without further notice. Further, City's failure to make demand for payments due is not a waiver of Contractor's obligation to make timely payments.

6. CITY'S PREROGATIVE TO APPOINT EXTRA OFFICERS

6.1. Contractor understands and agrees that this Agreement is not intended (nor shall it be construed) to obligate the Chief of Police in any manner whatsoever to assign the extra officers to devote any portion of their working time to the area. However, if for any reason the extra officers do not devote substantially 187 days of their full-time equivalent working time to the area during the term of this Agreement, then the Contractor is obligated to pay the City only a proportionate part of the total sum identified above. If the amount paid by the Contractor to City of Tomball exceeds the proportionate part, the Contractor is entitled to a refund from City of Tomball of the excess amount paid.

7. TERMINATION AND DEFAULT

7.1. Prior to the expiration of the term, either Party is authorized to terminate this Agreement without cause by giving to the other party at least thirty (30) days advance written notice of its intention to do so, specifying therein the effective date of such termination.

8. NOTICE

8.1. Any notice permitted or required to be given to City of Tomball hereunder may be given by registered or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Tomball Police Department
Attn: Chief of Police
400 Fannin
Tomball, Texas 77375.

Any notice permitted or required to be given to Contractor hereunder may be given by registered mail or certified United States Mail, postage prepaid, return receipt requested, addressed to:

Tomball Independent School District
Attn: Superintendent
221 West Main Street
Tomball, Texas 77375-5595.

Notice shall be deemed given upon deposit of the notice in the United States Mail as aforesaid.

8.2. Either Party may designate a different address by giving at least ten (10) days written notice in the manner provided above.

9. MISCELLANEOUS

9.1. The terms and provisions of this Contract constitute the entire Agreement between the City and the Contractor, and no modification of this Contract is effective unless in writing and executed by both parties.

SIGNED in duplicate originals this _____ day of _____ 2010.

APPROVED AS TO FORM:

City of Tomball

ATTEST:

By: _____
Doris Speer
City Secretary

By: _____
Gretchen Fagan
Mayor

Tomball Independent School District

ATTEST:

(Contractor)

By: _____

Title _____

By: _____

John Neubauer
Superintendent

Regular City Council Agenda Item Data Sheet

Meeting Date: July 6, 2010

Topic:

Approve the Interlocal Agreement between the City of Tomball and the Tomball Independent School District, affording the Tomball Police Department the ability to provide police services on a contractual basis for specialized events occurring before, during and after the normal campus hours.

Background:

The purpose of this Interlocal Agreement is to ensure that clear and concise guidelines are established and set in place to address the specific and individual needs of the Tomball Independent School District (TISD) pertaining to event security. The Interlocal Agreement affords the officers of the Tomball Police Department the ability to provide police related services for specialized events occurring before, during, and after normal campus hours.

This Interlocal Agreement covers the 2010-2011 school year and sets the payment terms. Full-time officers are paid directly by the TISD, and part-time officer pay is reimbursed to the City. All mileage costs are fully reimbursed to the City.

This is a renewal of the 2009-2010 agreement.

Origination:

Robert S. Hauck, Chief of Police

Recommendation:

It is recommended that the City of Tomball enter into this Interlocal Agreement with the Tomball Independent School District.

Funding: Yes

Account Number: 100-121-6108

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

Robert S. Hauck, Chief of Police

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

ATTACHMENTS:

TPD and TISD ILA

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN
THE CITY OF TOMBALL AND
THE TOMBALL INDEPENDENT SCHOOL DISTRICT
FOR USE OF POLICE OFFICERS AND MANNED VEHICLES**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

This Interlocal Cooperation Agreement (the “Agreement”) is made and entered into effective the 1st day of August 2010, by and between the City of Tomball, Texas (the “City”), and the Tomball Independent School District (the “School”), each acting through its duly authorized executive officer.

RECITATIONS

The City and the School are governmental units and political subdivisions authorized by the Interlocal Cooperation Act, Article 4413(32c), Texas Revised Civil Statutes, to enter into this Agreement for the purpose of performing governmental functions and services; and

The School desires to obtain the authorized services of City police officers and/or patrol vehicles, operated by City Police Officers and City Part-time Police Officers only, for School functions including, but not limited to, traffic direction at athletic events, traffic duty for the first day of school, and as escorts to out-of-town athletic events.

The School recognizes that the primary duty of the Police Chief and the City Police Department is to serve the City of Tomball and that the provision of the officers and/or manned vehicles shall be governed by the terms of this Agreement; **NOW THEREFORE,**

Section 1.0. The recitations stated above are true and correct.

Section 2.0. Consideration and Term. For and in consideration of the mutual promises, covenants, obligations, and benefits to the City and the School, the parties agree and contract is provided below in this Agreement. This Agreement shall remain in effect for the 2010-2011 school year, and it shall be renewed automatically, from school year to school year, unless terminated by either party in accordance with the provisions of Section 8.0, “Termination”, of this Agreement.

ARTICLE I

OBLIGATIONS OF CITY

Section 3.0. Police Officer and Patrol Vehicle Services. The City will provide and assign police officers and/or patrol vehicles, to be operated by Tomball Regular and Part-time Police Officers only (the “*Vehicle* or *Vehicles*”), to the School for the performance of reasonable police services including, by way of illustration and not limitation, the following:

- 3.1. Traffic direction for football games or other school-sponsored events;
- 3.2. Traffic duty for the first day of school;
- 3.3. Escorts to out-of-town athletic events; and
- 3.4. Assistance with crowd control at school-sponsored events.

This Agreement will not obligate the School to pay additional compensation to the City for the customary or routine services of the Police Department, as such services are customarily provided to citizens, businesses, and governmental units within the City’s jurisdiction, it being the intention of the parties to provide for situations in which additional services are requested and provided in accordance with the terms of this Agreement.

Section 4.0. Procedure. Prior to the need of officers and/or Vehicles by the School, the School shall contact the City of Tomball Chief of Police (the “*Chief*”) and outline to the Chief the particular needs, services, and scheduling required. The Chief, or the Chief’s designee if the Chief is absent, shall assign Officers and/or Vehicles to the School for such duties.

Section 5.0. As Assigned. When Available: Control. Assignments will be made solely as and when available, and at the sole discretion of the Chief of Police. The parties acknowledge that in making Officer and Vehicle assignments the Chief and the Police Officers have a first and primary duty to perform police functions and services for the citizens of the City of Tomball, including cooperative efforts with other jurisdictions, and in the event of the occurrence of any public disaster, major crime, riot, or such other paramount public need as may arise (as determined by the Chief of Police or the Chief’s designee), then the police will be obligated to first devote their efforts and equipment to those needs, rather than in connection with this Agreement with the School.

This Agreement is not intended, nor shall it be construed, to obligate the City of Tomball or its Police Department in any manner whatsoever; it is intended to set out the terms and conditions for the assignment of Officers and Vehicles operated by the City Police Officers in accordance with this Agreement.

The Officers and the Vehicles assigned in accordance with this Agreement shall perform the duties as assigned by the School subject to the control and supervision of the Chief of Police and the City of Tomball. The rules, regulations, procedures, and policies of the City shall govern the performance of duties rendered pursuant to this Agreement.

Section 6.0. Vehicle charges: Payments for Officers' Services.

6.1. Vehicle Charges. The School will pay for actual mileage, computed from the time a Vehicle leaves the Police Department through its return to the Police Department. The rate shall be computed at the then current mileage rate allowed under IRS regulations. Actual mileage information shall be kept by the Police Officer(s) in written record form and submitted to the Chief of Police who shall approve it and then forward the information on the City's Chief Financial Officer.

6.2. Regular Police Officers. Time or hours worked by Regular Police Officers who perform services under this Agreement for the School as an extra job shall be submitted by the Police Officer(s) in written form to the Chief of Police. After approval, the Chief shall forward the charges to the School, and the School will pay for those services directly to the individual Officers who worked those extra jobs for the School.

It is the intent of this Agreement that Regular Police Officers contract directly with the School in connection with these extra jobs.

6.3. Part-time Police Officers. Part-time Police Officers who perform services under this Agreement are performing contract services for the School, through the City, at a rate of \$27.00 per hour with a four (4) hour minimum. Special Assignments/Events, such as "Opening Day of School/Traffic Control", of two (2) hours or less will be paid at a flat rate of \$50.00. If within the allotted time frame the officer(s) work additional assignments/locations, the rate of pay will remain at \$50.00 unless the assignment lasts longer than two (2) hours. The school will reimburse the City at the same rate. The Chief of Police will submit records of the work performed to the Chief Financial Officer for billing.

6.4. Regular/Full Time Police Officers. Regular/ Full-Time Police Officers who perform services under this Agreement are performing contract services for the School, at a rate of \$27.00 per hour with a four (4) hour minimum. Assignments/Events, such as "Opening Day of School/Traffic Control", of two (2) hours or less will be paid at a flat rate of \$50.00. If within the allotted time frame the officer(s) work additional assignments/locations, the rate of pay will remain at \$50.00 unless the assignment lasts longer than two (2) hours. The school will pay the officer directly.

6.5. Statement of Charges: Disputes. A statement of charges due for mileage and Part-time Officer work will be sent to the School District by the Chief Financial Officer. The statements may be prepared on a monthly or quarterly basis. All statements of charges will be delivered or sent by regular mail to the School and will be due upon receipt. Charges shall be paid no later than thirty (30) days from the date of the statement.

All questions or disputes regarding charges under this Contract may be resolved between the Chief Financial Officer of the City, the Chief of Police, and the Chief Financial Officer of the School, with a written report of the resolution to be made a part of the record. Upon request to the City's Chief Financial Officer, the School or its representatives may inspect and review the city's documentation supporting any statement at any time during the City's regular business hours.

Section 7.0. Insurance: Responsibility. It is expressly understood and agreed that the City and the School shall each provide insurance coverage for their respective personnel, agents, representatives, and equipment in connection with this Agreement. Further, each party shall be responsible for the actions of its respective personnel, agents, representatives, and equipment, in accordance with State and federal laws.

This provision is to delineate the continued, independent operations of the City and the School as separate political subdivisions, and it is not intended, nor shall it be construed, to create any right, benefit, entitlement, or third-party beneficiary relationship with any person or entity.

Section 8.0. Termination. This Agreement may be terminated at any time by either party by giving at least thirty (30) days advance written notice to the other party. The termination notice shall specify the effective date of the termination, which shall in no event be more than sixty (60) days after the date the termination notice is given. This Agreement may be terminated immediately if the School defaults in the payment of mileage charges; provided, however, such termination will not prejudice the City's right to payment of any outstanding charges or the obligation of the School to pay them.

Section 9.0. Notice. Any notice which is permitted or required to be given under this Agreement shall be given in writing, sent by registered or certified mail, addressed to the respective parties as follows:

Chief of Police
City of Tomball
400 Fannin
Tomball, Texas 77375

Assistant Superintendent for Administrative Services
Tomball Independent School District
221 W, Main Street
Tomball, Texas 77375

Notice shall be deemed given to either party upon delivery or deposit of the notice in the U.S. mail.

Section 10.0. General.

10.1. This Agreement is the sole agreement between the parties. There are no other agreements between the parties, nor will any purported agreement, oral or in writing, be given effect. This Agreement may be amended by the authorized execution of an amending document executed in the same manner and with the same formalities as this Agreement.

10.2. This Agreement shall be construed and governed by the laws of the State of Texas, and enforced in Harris County, Texas.

10.3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence or part of this Agreement or the application of the same shall for any reason be adjudged invalid or held unconstitutional by a court of competent Jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or Any part or provision hereof other than the part declared to be invalid or unconstitutional.

10.4. This Agreement may not be assigned by either party.

Executed in multiple, original counterparts, each of which shall be considered an original Agreement for all purposes, effective the ____ day of _____ 2010.

APPROVED AS TO FORM:

City of Tomball

Doris Speer
City Secretary

Gretchen Fagan
Mayor

ATTEST:

Tomball Independent School District

Kit Pfeiffer,
Director of Administrative Services

John Neubauer,
Superintendent

Regular City Council

Agenda Item

Data Sheet

Meeting Date: July 6, 2010

Topic:

Authorize a Substitute Position Authority, on a Temporary Basis, to Cover Vacancy created by Long-term Absence of Tomball Police Officer, Paul Overcast

Background:

Officer Paul Overcast has been on sick leave since May 10, 2010, recovering from neurosurgery, and while he is steadily making progress, he is not expected to return to work for months. This, coupled with current police officer vacancies, has created a personnel shortfall that is being covered on an overtime basis by current employees. This is not only costly, but has the potential to fatigue officers as this coverage continues for a protracted period of time.

As a means of alleviating the personnel shortfall, saving City funds, and ensuring quality service is maintained, it is requested that a substitute position authority be granted, on a temporary basis, authorizing the chief of police to hire two part-time police officers to fill the long-term vacancy created by Officer Overcast. This temporary employment period will end upon the return of Officer Overcast, or on September 30, 2010, whichever comes first.

The City is fortunate to have two outstanding reserve officers (David Sparks and Bobby Sellers), both prior full-time police officers, who are willing to work during the summer months on a part-time basis. Therefore, there will be no cost associated with recruitment, hiring, background investigation, uniforms, equipment, or training. The only cost to the City will be salary, which will not negatively impact our current budget due to salary savings we have already realized as a result of current vacancies.

Origination:

Robert S. Hauck, Chief of Police

Recommendation:

Approve a substitute position authority allowing the chief of police to hire two part-time police officers, on temporary basis, for a period not to exceed the time in which Officer Overcast returns to work, or on September 30, 2010, whichever comes first.

Funding: Yes

Account Number: 100-121-6004

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

Robert S. Hauck

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

ATTACHMENTS:

Paul's Benifit Flyer

Benefit

for

Officer Paul Overcast

of the Tomball Police Department

**Pre-Sale
Whole
Briskets
\$40**



**Live & Silent Auction
BBQ Plates-\$5
Live Band**

Officer Paul Overcast, a nine-year veteran of the Tomball Police Department, is currently recovering from neurosurgery as a result of a brain tumor.

Join us for food and fun!

Sunday July 18 2010

Regular City Council Agenda Item Data Sheet

Meeting Date: July 6, 2010

Topic:

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

- Sec. 551.072 – Deliberations Regarding Real Property

Background:**Origination:**

Engineering and Planning Department

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	☐ 1 ST ☐ 2 ND	