

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



MONDAY, APRIL 5, 2010

7:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, April 5, 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 James Clark, First Baptist Church

3.0 Pledges to U.S. and Texas Flags

- Led by members of the THS Student Council

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

accordance with law.]

5.0 Presentations:

- Letter of Recognition to Grant Mottershaw, Eagle Scout, Troop 471, Orion District
- Proclamation for Klein's Supermarket Heritage Day – April 5, 2010
- Proclamation for Northwest Rural EMS – 30th Anniversary Proclamation for
- Proclamation for National Public Safety Telecommunicators Week - April 11-17, 2010
- Motorcycle Safety Awareness Month - May 2010

6.0 Reports and Announcements

- April 10, 2010 – **Farmers Market**
- April 10, 2010 – **2nd Annual City of Tomball Bunny Run 5K and Kids 1 Mile**
- April 10, 2010 – **2nd Saturday at the Depot**
- April 27, 2010 – Volunteer Firefighters and Reserve Police Officers Banquet
- **May 8, 2010 – Election Day – General City Election at City Hall, 7:00 a.m.-7:00 p.m.**
- May 8, 2010 - **2nd Saturday at the Depot**
- **Walk Tomball!** (Every Saturday at 9:00 a.m. at the Depot)
- Reports by City staff and members of council about items of community interest on which no action will be taken

7.0 Approve the Minutes of the Regular City Council Meeting of March 15, 2010

8.0 Old Business:

- 8.1 Adopt, on Second Reading, Ordinance No. 2010-04, an Ordinance of the City of Tomball, Texas, Continuing the City's Juvenile Curfew Ordinance; and Making Other Findings and Provisions Related Thereto
- 8.2 Adopt, on Second Reading, Ordinance No. 2010-05, an Ordinance of the City of Tomball, Texas, Finding and Determining that Public Convenience and Necessity no Longer Require the Continued Existence of an Unimproved Road Right-of-Way Commonly Known as Stasney Road, Said Land Being a Roadway Right-of-Way out of the Ralph Hubbard Survey, Harris County, Texas and Being a Portion of a 30-Foot Wide Right-of-Way in the Tomball Townsite Subdivision Recorded in Volume 2, Page 65 of the Harris County Plat Records; Vacating, Abandoning, and Closing Said Roadway Right-of-Way; Authorizing the Mayor to Execute and the City Secretary to Attest Respectively, to a Deed Without Warranty of Title; Providing for Severability; and Containing Other Provisions Relating to the Subject.

9.0 New Business:

- 9.1 Approve Resolution No. 2010-05, a Resolution of the City of Tomball, Texas, Authorizing the City Manager or the City Manager's Designee to Negotiate with Energy Providers to obtain a Set Price, for a Specific Period up to Forty-eight (48) Months, with One or More Amendments, for the City's Future Purchases of Electricity; and Providing other Matters related to the Subject
- 9.2 Approve Resolution 2010-06, a Resolution Approving the Articles of Incorporation and Bylaws of Cities Aggregation Power Project, Inc., a Political Subdivision Corporation; Accepting Membership in Said corporation; Appointing a Representative to Serve on behalf of the City of Tomball; Approving Payment of an Initial Membership Fee.
- 9.3 Approve Increase in Funding from the Hotel/Motel Tax Funds for the July 4th Fireworks Display from \$20,000 to \$23,500
- 9.4 Approve Application for Emergency Wrecker License by Tomball Towing and Storage, Inc. to Participate in the Emergency Wrecker Rotation
- 9.5 Award Contract for Project #2010-03, Fuel Contract to Pumpelly Oil Company, LLC.
- 9.6 Approve an Interlocal Agreement through the City of Garland for the Purchase of Goods and Services.
- 9.7 Consideration and Possible Action Regarding **SHEPHERD'S PROPERTY – FINAL PLAT**: Being a 1.2613 Acre Tract Situated in the City of Tomball, Texas in the Joseph House Survey, Abstract 314, Harris County, Texas, Being Comprised of a 0.9485 Acre Tract (H.C.C.F. NO. Z-433094) and a 0.3127 Acre Tract (H.C.C.F. NO. S-775139)
- 9.8 Approve Proposal from Cobb, Fendley and Associates for Landman and Appraisal Services Associated with the Tomball Hufsmith Water and Gas Improvements Project, in an Amount Not to Exceed \$103,250.00
- 9.9 Approve Request by the Owners of Pine Country Subdivision, Section One, for the Extension of City of Tomball's Water Main to Service Their Eight-Lot Subdivision.
- 9.10 Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
- Section 551.071 – Consultation with Attorney regarding Pending Litigation: Cause No. 2009-18524: David Kallus and Lady Edwards v. City of Tomball and Redflex Traffic Systems, Inc.; in the 55th District Court of Harris County Texas

- Section 551.074 – Personnel Matters – To Deliberate the Hiring/Employment, Duties and Responsibilities of a City Manager

9.11 Consideration and Possible Action regarding Funding of City's Participation in Cause No. 2009-18524: David Kallus and Lady Edwards v. City of Tomball and Redflex Traffic Systems, Inc.; in the 55th District Court of Harris County Texas

10.0 Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 1st day of April 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

Meeting Date: April 5, 2010

Data Sheet

Topic:

- Letter of Recognition to Grant Mottershaw, Eagle Scout, Troop 471, Orion District
- Proclamation for Klein's Supermarket Heritage Day – April 5, 2010
- Proclamation for Northwest Rural EMS – 30th Anniversary Proclamation for
- Proclamation for National Public Safety Telecommunicators Week - April 11-17, 2010
- Motorcycle Safety Awareness Month - May 2010

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:

Letter of Recommendation - Grant Mottershaw

Klein's Supermarket Heritage Day

Proclamation - Northwest Rural EMS

Proclamation - National Public Safety Telecommunicators Week

Proclamation - Motorcycle Safety Awareness

Office of the Mayor
Tomball, Texas

Proclamation



- WHEREAS** the Klein family has been an integral part of Tomball's history for generations, beginning when Adam and Friederika purchased a farm in 1854 near Spring Creek in the Klein Community and continuing when Adam's grandson, Alec (A.B.) Klein, established Klein Bros. General Merchandise in 1922; and
- WHEREAS** Alec's son, Robert Klein, joined Klein's in 1956—Robert's older son, Joe Klein, joined the family business in 1981 after receiving his business degree from Texas A&M, and Robert's younger son, Jeffrey Klein, joined the family grocery business in 1992, after receiving his A&M business degree with honors, and continuing Klein's tradition of selling farm fresh products with superior customer service; and
- WHEREAS** the Klein family built Klein's Supermarket and Discount Pharmacy into one of Texas' premier independent supermarkets and pharmacies, expanding to include wholesale distribution and Internet sales of Klein Bros. specialty line of Texas-grown and Texas-made products; and
- WHEREAS,** members of the Klein family have served and continue to serve in the Tomball community in numerous capacities and positions; and
- WHEREAS** after 88 years, the Klein family has made the decision to close the doors of Klein's Supermarket and Discount Pharmacy on April 30, 2010. The wholesale distribution and Internet sales of exceptional Texas foods will continue through Klein Bros. specialty products; and
- WHEREAS,** the City of Tomball wishes to honor this great all-American family for its dedication to the citizens of Tomball and the surrounding community;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, do hereby proclaim April 5, 2010 as:

"Klein's Supermarket Heritage Day"



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

ATTEST:

DATE:

Gretchen Fagan
Alec Klein
April 1, 2010

Office of the Mayor
Tomball, Texas

Proclamation



- WHEREAS,** in December of 1980, citizens of Tomball, Rosehill, and Magnolia, in cooperation with Tomball Community Hospital and the City of Tomball, decided that the community needed a permanent ambulance service and chartered **Northwest Rural Emergency Medical Services, Association, Inc. (Northwest EMS)**; and
- WHEREAS,** in 1981, Tomball Community Hospital purchased an ambulance and medical supplies, residents of Tomball, Rosehill and Magnolia provided staffing, and the G. W. Brautigam family provided the first **Northwest Rural EMS** station in what was originally a slaughter house; and
- WHEREAS,** in 1983, the City of Tomball began providing \$25 for each person **Northwest Rural EMS** transported within the City limits and the Tomball Police Department assumed dispatching duties; and
- WHEREAS,** **Northwest Rural EMS** has grown to a full-time operation with 4 full-time office staff, 30 full-time field personnel, certified EMD and EFD dispatchers, as well as 3 full-time MICU units, and staffs a full-time communications division dispatching for **Northwest Rural EMS (Harris County ESD #8)**, City of Tomball Fire Department, and also for Northwest Fire Department (Harris County ESD #20); and
- WHEREAS,** in 2005, the State of Texas honored **Northwest Rural EMS** as the "Texas EMS Service of the Year" due to its leadership role in the growth of EMS throughout the State of Texas; and
- WHEREAS,** in March 2010, on its 30th anniversary, **Northwest Rural EMS** moved into its new headquarters at 29530 Quinn Road, to continue its tradition of excellence by protecting and enhancing the quality of life for every citizen through a strong commitment in providing progressive, highly trained, and properly equipped personnel; and
- WHEREAS,** the City of Tomball wishes to recognize and honor the contributions of **Northwest Rural EMS and its staff** to the citizens of Tomball and the surrounding community;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, Texas do hereby proclaim 2010 as:

"NORTHWEST RURAL EMS - 30TH ANNIVERSARY."



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

Gretchen Fagan

ATTEST: *Devin Speer*

DATE: *April 1, 2010*

Office of the Mayor
Tomball, Texas

Proclamation



- WHEREAS,** emergencies can occur at any time, requiring police, fire or emergency medical services; and
- WHEREAS,** when an emergency occurs, the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and
- WHEREAS,** the safety of our police officers and firefighters depends upon the quality and accuracy of information obtained from citizens who telephone the tomball police-fire communications center; and
- WHEREAS,** Public Safety Dispatchers are the first and most critical contact our citizens have with emergency services; and
- WHEREAS,** Public Safety Dispatchers are the single vital link for our police officers and firefighters, monitoring their activities by radio, providing them information and insuring their safety; and
- WHEREAS,** Public Safety Dispatchers of the Tomball Police Department have contributed substantially to the public safety mission, apprehension of criminals, suppression of fires, and treatment of patients; and
- WHEREAS,** each dispatcher has exhibited compassion, understanding and professionalism during the performance of his or her job in the past year;

NOW, THEREFORE, I, GRETCHEN FAGAN, Mayor of the City of Tomball, do hereby proclaim the week of April 11-17, 2010 to be:

"National Public Safety Telecommunicators Week"

in Tomball, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

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

ATTEST:

DATE:



Office of the Mayor
Tomball, Texas

Proclamation



- WHEREAS,** today's society finds more citizens involved in motorcycling on the roads of our country; and
- WHEREAS,** motorcyclists are less protected and much more likely to be injured or killed in a crash than other vehicle drivers; and
- WHEREAS,** campaigns have helped inform riders and motorists alike on motorcycle safety issues to reduce motorcycle related risks, injuries, and, most of all, fatalities through a comprehensive approach to motorcycle safety; and
- WHEREAS,** it is the responsibility of all road users to become aware of motorcyclists, regarding them with the same respect as any other vehicle traveling the highways of this country and sharing the road respectfully; and
- WHEREAS,** the City of Tomball wishes to join with the Houston Region of the Texas Confederation of Clubs and Independents, Texas Motorcycle Safety Coalition, in urging motorcyclists to be well-trained and properly licensed and to ride responsibly by making themselves visible to other motorists;

NOW, THEREFORE, I, GRETCHEN FAGAN, MAYOR OF THE CITY OF TOMBALL, TEXAS, do hereby proclaim the month of May 2010 as:

"MOTORCYCLE SAFETY AND AWARENESS MONTH"

in Tomball, Texas and urge all citizens to avoid distracted driving and to share the road safely.

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

Gretchen Fagan

ATTEST: *Don Fagan*

DATE: *April 5, 2010*



Regular City Council

Agenda Item

Meeting Date: April 5, 2010

Data Sheet

Topic:

- April 10, 2010 – **Farmers Market**
- April 10, 2010 – **2nd Annual City of Tomball Bunny Run 5K and Kids 1 Mile**
- April 10, 2010 – **2nd Saturday at the Depot**
- April 27, 2010 – Volunteer Firefighters and Reserve Police Officers Banquet
- **May 8, 2010 – Election Day – General City Election at City Hall, 7:00 a.m.-7:00 p.m.**
- May 8, 2010 - **2nd Saturday at the Depot**
- **Walk Tomball!** (Every Saturday at 9:00 a.m. at the Depot)
- Reports by City staff and members of council about items of community interest on which no action will be taken

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 Annual Bunny Run

2nd Saturday at the Depot



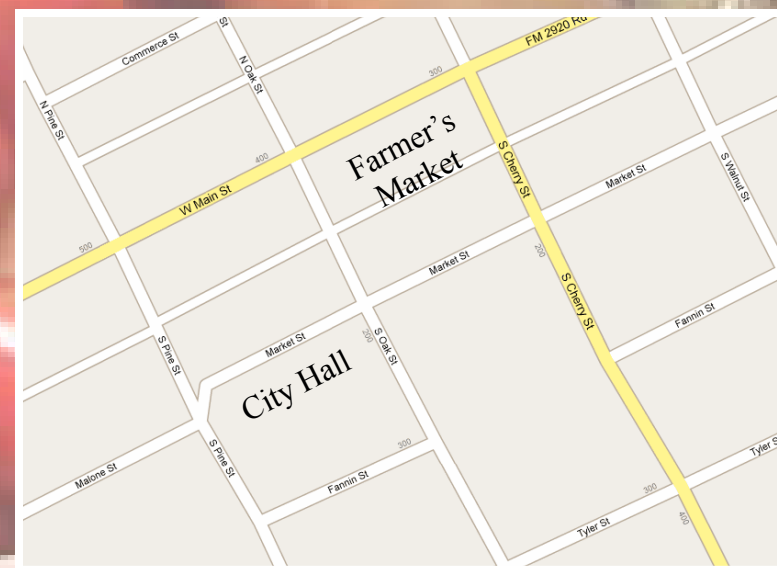
Bringing the farmers back to the community!

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**





GET HOPPING!
 Register for the
 2nd Annual
 City of Tomball
 Bunny Run 5K Run/Walk & the Kid's 1Mile
 Presented by:
24 HR Emergency Room

Saturday, April 10, 2010
 8:00 A.M. – 5K Run/Walk
 8:45 A.M. – 1Mile Run/Walk
 Tomball Train Depot



Location

The Historic Tomball Train Depot Plaza located at 201 S. Elm St.

About This Event

The Bunny Run 5K and Kid's 1 Mile are the second in a series of Fun Runs to bring families, friends and visitors together to see that here in Tomball, *It's a wonderful life!*

The Course

5K (3.1 miles) and 1 Mile: Flat, major tree-lined streets, USATF-certified 5K course. No wheels (except wheelchairs) & no pets, please! Baby joggers and carriages OK for 1 MILE WALK ONLY.

Awards

Prizes will be awarded to the top three finishers in the following categories for the 5K Run: 11-14, 15-19, 20-29, 30-39, 40-49, 50-59, 60+. All kids participating in the 1 mile run will receive a medal.

Packet Pick-up

April 7th, 8th, 9th: 5:30 PM – 7:30 PM at the Tomball Train Depot
 Race Day Pick-up & Registration: 7:00 AM – 7:45 AM (No t-shirt guarantee)

Information

Registration forms can be downloaded at www.ci.tomball.tx.us, or picked up at Tomball City Hall (401 Market St) or Tomball Public Works (501 James St). Forms & payments may be made at Tomball City Hall or Tomball Public Works, or you may mail in your registration to: City of Tomball, Attn: Shawn Cox, 401 Market St., Tomball, TX 77375. You may also submit your registration via fax 281-351-6256 or via e-mail at scox@ci.tomball.tx.us. For more information, call 281-351-5484.

Your privacy will be respected and no information will be shared with third parties.

Event Fees		
Category	On or Before 3/26/2010	After 3/26/2010
5K Run	\$15	\$20
1 Mile Run/Walk 11 yrs +	\$15	\$20
1 Mile Run/Walk 10 & under	\$10	\$12



GET HOPPING!
Register for the
2nd Annual
City of Tomball
Bunny Run 5K Run/Walk & the Kid's 1 Mile
Presented by:
24 HR Emergency Room

Saturday, April 10, 2010
8:00 A.M. – 5K Run/Walk
8:45 A.M. – 1 Mile Run/Walk
Tomball Train Depot



24+HR
Emergency Room
The Emergency Specialists
281.866.8475 Tomball-Texas



Registration Form

****One registration form per participant****

Category: ☐ 5K Run/Walk ☐ 1 Mile Run/Walk ADULT ☐ 1 Mile Run/Walk YOUTH

First Name: _____ Last Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____ Phone: (____) _____

Birth Date: ____/____/____ Gender: ☐ F ☐ M

Shirt Size: ☐ YS ☐ YM ☐ YL | ☐ S ☐ M ☐ L ☐ XL ☐ XXL

For Credit Card Payments

Name on Card: _____ Type: ☐ Visa ☐ MasterCard

Card Number: _____ Exp. Date: _____ 3 Digit Sec. Code: _____

Emergency Contact: _____ Phone: (____) _____

Emergency Contact: _____ Phone: (____) _____

Waiver and Release: In consideration of the acceptance of this registration entry, I, the undersigned, assume full & complete responsibility for any injury or accident which may occur during my participation in this race, or while I am on the premises of this event and I hereby release and hold harmless the sponsors, officials and all other persons and entities associated with this event from any and all injury, damages or illness which may directly or indirectly result from participation in this race. I further state that I am in proper physical condition to participate.

Signature of Participant

Date

Signature of Parent/Guardian if Participant is Minor

Date

OFFICE USE ONLY:

Clerk: _____ Date/Time: _____ Total: \$ _____

Method of Payment: ☐ Cash ☐ Check ☐ Visa ☐ MC Auth. # _____

2nd Saturday at the Depot April 10—Tomball, TX

Entertainment By:
Rosehill Christian School
Praise Band
Christian Youth Theater
for Kids

Children's Activities:
"EGG"stra Fun Games
Flashlight Egg Hunt
(Bring your own Flashlight)

Concessions by:
KD's Rib Tickler
(Under New Ownership)
Sweet Treats by
Market Street Bakery

Don't forget about the 2nd Annual 5K and
Children's 1 Mile Bunny Run
hosted by
24 HR emergency Room

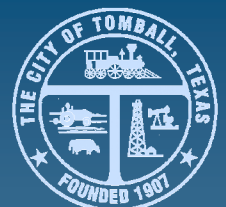
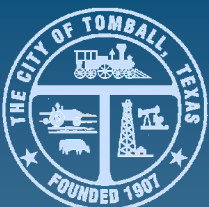
April 10

For more information call 281-351-5484 or visit
www.ci.tomball.tx.us

HISTORIC TOMBALL DEPOT PLAZA
201 South Elm ~ One block south of Main Street
Opens at 6:00 PM ~ Movie begins at dark

Family entertainment for all ages
Bring your lawn chairs
Concessions available
No Glass Containers!

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



Regular City Council
Agenda Item
Data Sheet

Meeting Date: April 5, 2010

Topic:

Approve the Minutes of the Regular City Council Meeting of March 15, 2010

Background:

Origination:

City Secretary

Recommendation:

Funding:

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

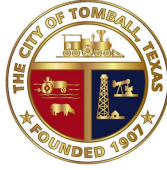
City Secretary

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

ATTACHMENTS:

Draft Minutes - 3/15/2010 City Council Regular Meeting

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



MONDAY, MARCH 15, 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 Quinn
Councilman Stoll
Councilman Townsend
Councilman Webb
Councilman Driver

Others present:

City Secretary – Doris Speer
City Attorney – Scott Bounds
Finance Director – Glenn Windsor
Fire Chief – Randy Parr
Chief of Police – Robert Hauck
Director of Engineering & Planning – Mark McClure
Assistant to City Manager – Shawn Cox
City Planner – Kelly Violette
Fire Marshall – Doug Sanguedolce
Fire Inspector – Tommy Nicholson
Community Events Coordinator – Rosalie Dillon

draft

2.0 The invocation was led by Pastor Kevin Bowles, Redeemer Bible Church

3.0 The pledges to U. S. and Texas Flags were led by Nancy Mayen and Karli Hill, members of the THS Student Council

4.0 The following public comments were received:

Rodney Hutson, M.D. 9431 Rosie Lane, 77354	- Expressed concern for loss of parallel parking on Main Street and detention requirements in Old Town Tomball
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- | | |
|--|---|
| Mary Harvey
405 S. Walnut, 77375 | - Expressed concern for loss of parallel parking on Main Street; urged Council to be deliberate in its decisions regarding development in Old Town Tomball. |
| Mary Lu Wiley
14120 Carneswood, 77375 | - Expressed concern use of HOT funds budgeted for Second Saturday program; requested dog ordinance requiring owners to clean up after their pets. |

5.0 Presentations:

- Mayor Fagan presented plaque and proclamation to Frank Stachmus, Sergeant, Tomball Police Department, declaring Wednesday, March 31, 2010 as “Frank Stachmus Day”. Robert Hauck read a tribute to Sergeant Stachmus for his years of service as a police officer.
- Robert Hauck presented David White, Sergeant, Tomball Police Department to the City Council.

6.0 Reports and Announcements:

- Doug Sanguedolce presented the 2009 Fire Marshal’s Report.
- March 27, 2010 – **Farmers Market**
- **German Heritage Festival – 10th Anniversary** – March 26, 27 and 28, 2010
- **April 1, 2010 – Census Day**
- April 10, 2010 – **2nd Annual City of Tomball Bunny Run 5K and Kids 1 Mile**
- April 10, 2010 – **2nd Saturday at the Depot** – 5:00 p.m.
- April 10, 2010 – **Farmers Market**
- **Walk Tomball!** (every Saturday at 9:00 a.m. at the Depot)
- Comprehensive Plan website is now available online – <http://plantomball.com/index.html>
- Reports by City staff and members of council about items of community interest on which no action will be taken

7.0 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve the Minutes of the Regular City Council Meeting of March 1, 2010.

Motion carried unanimously.

8.0 New Business

- 8.1 Rob Hauck presented an overview of the proposed Ordinance. The public hearing and review of the City of Tomball’s Juvenile Curfew Ordinance to Determine the Need to Re-adopt, Abolish, Continue or Modify the Ordinance was opened by Mayor Fagan at 7:35 p.m.

No public comments being received, the public hearing was closed by Mayor Fagan at 7:35 p.m.

- 8.2 Motion was made by Councilman Townsend, second by Councilman Driver, to read Ordinance No. 2010-04 by caption only on first reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Webb, to adopt, on first reading, Ordinance No. 2010-04, an Ordinance of the City of Tomball, Texas, Continuing the City's Juvenile Curfew Ordinance; and Making Other Findings and Provisions Related Thereto. Vote was as follows:

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

Motion carried unanimously.

- 8.3 Mark McClure presented an overview of the proposed Ordinance. The Public Hearing regarding the Proposed Abandonment of Stasney Road Right-of-Way was opened by Mayor Fagan at 7:37 p.m.

No further public comments being received, the public hearing was closed by Mayor Fagan at 7:38 p.m.

- 8.4 Motion was made by Councilman Webb, second by Councilman Townsend, to read Ordinance No. 2010-05 by caption only on first reading.

Motion carried unanimously.

Motion was made by Councilman Webb, second by Councilman Stoll, to adopt, on first reading, Ordinance No. 2010-05, an Ordinance of the City of Tomball, Texas, Finding and Determining that Public Convenience and Necessity no Longer Require the Continued Existence of an Unimproved Road Right-of-Way Commonly Known as Stasney Road, Said Land Being a Roadway Right-of-Way out of the Ralph Hubbard Survey, Harris County, Texas and Being a Portion of a 30-Foot Wide Right-of-Way in the Tomball Townsite Subdivision Recorded in Volume 2, Page 65 of the Harris County Plat Records; Vacating, Abandoning, and Closing Said Roadway Right-of-Way; Authorizing the Mayor to Execute and the City Secretary to Attest Respectively, to a Deed Without Warranty of Title; Providing for Severability; and Containing Other Provisions Relating to the Subject. Vote was as follows:

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

Motion carried unanimously.

- 8.5 Mark McClure presented an overview of the Agreement. Motion was made by Councilman Webb, second by Councilman Townsend, to approve Sanitary Control Easements for Wells No. 5 and No. 6 and to Authorize Execution of the Easement Agreements.

Motion carried unanimously.

- 8.6 Kelly Violette presented an overview of a possible Special Events Ordinance. Consensus of Council was unanimous for City staff to develop a draft special events ordinance and bring recommendations back to Council. No action necessary.

Motion carried unanimously.

- 8.7 Rob Hauck presented an overview of the proposed contracts for replacement vehicles. Motion was made by Councilman Townsend, second by Councilman Driver, to award Contracts for the purchase of Ten (10) Replacement Police Department Vehicles to Reliable Chevrolet, Sam Pack's 5-Star, Holiday Chevrolet/Ford, and Classic Chevrolet, at a Total Cost of \$207,095.49.

Motion carried unanimously.

- 8.8 The City Council recessed at 8:08 p.m. to meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose:

- Section 551.071 – Consultation with Attorney regarding Pending Litigation

Upon reconvening into Regular session at 8:49, no action was taken.

- 9.0 Motion was made by Councilman Townsend, second by Councilman Webb, to adjourn.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this _____ day of _____ 2010.

Doris Speer, TRMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Meeting Date: April 5, 2010

Data Sheet

Topic:

Adopt, on Second Reading, Ordinance No. 2010-04, an Ordinance of the City of Tomball, Texas, Continuing the City's Juvenile Curfew Ordinance; and Making Other Findings and Provisions Related Thereto

Background:

The curfew ordinance must be readopted every three (3) years. The City is required to hold public hearings before adopting a new ordinance [L.G.C., Section 370.002(2)]:

"§ 370.002. REVIEW OF JUVENILE CURFEW ORDER OR ORDINANCE.

- (a) Before the third anniversary of the date of adoption of a juvenile curfew ordinance by a general-law municipality or a home-rule municipality or an order of a county commissioners court, and every third year hereafter, the governing body of the general-law municipality or home-rule municipality or the commissioners court of the county shall:
 - (1) review the ordinance or order's effects on the community and on problems the ordinance or order was intended to remedy;
 - (2) conduct public hearings on the need to continue the ordinance or order; and
 - (3) abolish, continue, or modify the ordinance or order.
- (b) Failure to act in accordance with Subsections (a)(1)-(3) shall cause the ordinance or order to expire."

Public hearings were held on March 1 and March 15, 2010 regarding the effectiveness and the need to continue the ordinance. This will be the second reading of the ordinance.

Ordinance No. 2007-05 was adopted on April 16, 2007; to readopt the juvenile curfew within the three-year timeframe, the new ordinance must be adopted no later than April 15, 2010. The adoptive date (second reading) of Ordinance No. 2010-04 will be considered on April 5, 2010, meeting the three-year requirement.

Origination:

Robert Hauck, Chief of Police

Recommendation:

Adopt Ordinance No. 2010-04 on second reading.

Funding:

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

City Secretary

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

ATTACHMENTS:

Ordinance No. 2010-04 Readopting Juvenile Curfew

ORDINANCE NO. 2010-04

**AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS,
CONTINUING THE CITY'S JUVENILE CURFEW ORDINANCE;
AND MAKING OTHER FINDINGS AND PROVISIONS RELATED
THERE TO.**

* * * * *

WHEREAS, the City of Tomball adopted a curfew ordinance that is codified as Article II of Chapter 50 of the Tomball Code of Ordinances; and

WHEREAS, the City reviewed and continued the juvenile curfew ordinance by 2007-05 adopted in April 2007; and

WHEREAS, Section 370.002 of the Texas Local Government Code requires that the City Council of a City that adopts a juvenile curfew ordinance at least every three years review the ordinance's effects on the community and on problems the ordinance was intended to remedy; and

WHEREAS, the City Council conducted public hearings on March 1 and March 15 on the ordinance's effects on the community and on the problems the ordinance was intended to remedy; and

WHEREAS, the City Council finds that as a direct result of implementing a juvenile curfew the incidents of juvenile crime and victimization has been reduced; and

WHEREAS, the City Council finds the continuance of the juvenile curfew ordinance is necessary to provide for the protection of minors from each other and from other persons, for the enforcement of parental control over and responsibility for children, for the protection of the general public, and for the reduction of the incidence of juvenile violence and criminal activity; and

WHEREAS, a curfew applicable to persons under the age of 17 years will be in the interest of public health, safety, and general welfare, and will diminish the undesirable impact of such conduct on the citizens of the City of Tomball; now therefore

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

Section 1. That in accordance with Section 370.002 of the Texas Local Government Code the City Council has reviewed the City's juvenile curfew ordinance, and its effects on the community and on the problems the ordinance was intended to remedy, and that the findings in the preamble of this ordinance are adopted and incorporated herein.

Section 2. The City's curfew ordinance, codified as Article II of Chapter 50 of the Tomball Code of Ordinances, is hereby continued and shall continue in full force and effect.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 15TH DAY OF MARCH, 2010.

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 5TH DAY OF APRIL, 2010.

COUNCILMAN QUINN	_____
COUNCILMAN STOLL	_____
COUNCILMAN WEBB	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DRIVER	_____

GRETCHEN FAGAN, Mayor
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball

Regular City Council

Agenda Item

Meeting Date: April 5, 2010

Data Sheet

Topic:

Adopt, on Second Reading, Ordinance No. 2010-05, an Ordinance of the City of Tomball, Texas, Finding and Determining that Public Convenience and Necessity no Longer Require the Continued Existence of an Unimproved Road Right-of-Way Commonly Known as Stasney Road, Said Land Being a Roadway Right-of-Way out of the Ralph Hubbard Survey, Harris County, Texas and Being a Portion of a 30-Foot Wide Right-of-Way in the Tomball Townsite Subdivision Recorded in Volume 2, Page 65 of the Harris County Plat Records; Vacating, Abandoning, and Closing Said Roadway Right-of-Way; Authorizing the Mayor to Execute and the City Secretary to Attest Respectively, to a Deed Without Warranty of Title; Providing for Severability; and Containing Other Provisions Relating to the Subject.

Background:

The landowners adjacent to Stasney Street right-of-way (ROW) have requested that the City abandon the existing ROW, reference attached request dated August 6, 2009. The 30-ft. ROW was originally dedicated to the City of Tomball by plat recorded under the Tom Ball Townsite plat records Volume 2, Page 65, dated November 15, 1909 (reference attached plat). The property has not been utilized as ROW, nor are there any known utilities within the ROW.

Origination:

Engineering and Planning Department

Recommendation:

Approval of the Abandonment of the Stasney Street Right-of-Way.

Funding:

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

City Secretary

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

ATTACHMENTS:

Ordinance No. 2010-05 Stasney ROW

Stasney Request Letter

Stasney Aerial Mapping

Stasney HCAD Mapping

ORDINANCE NO. 2010-05

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, FINDING AND DETERMINING THAT PUBLIC CONVENIENCE AND NECESSITY NO LONGER REQUIRE THE CONTINUED EXISTENCE OF AN UNIMPROVED ROAD RIGHT-OF-WAY COMMONLY KNOWN AS STASNEY ROAD, SAID LAND BEING A ROADWAY RIGHT-OF-WAY OUT OF RALPH HUBBARD SURVEY, HARRIS COUNTY, TEXAS AND BEING A PORTION A 30-FOOT WIDE RIGHT-OF-WAY IN THE TOM BALL TOWNSITE SUBDIVISION RECORDED IN VOLUME 2, PAGE 65 OF THE HARRIS COUNTY PLAT RECORDS; VACATING, ABANDONING, AND CLOSING SAID ROADWAY RIGHT-OF-WAY; AUTHORIZING THE MAYOR TO EXECUTE AND THE CITY SECRETARY TO ATTEST, RESPECTIVELY, TO A DEED WITHOUT WARRANTY OF TITLE; PROVIDING FOR SEVERABILITY; AND CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT.

* * * * *

WHEREAS, Rodney S. Posinski and Deborah K Edeker, William E. Sumner, Jr., James D & Marilyn Dunagin, and Daniel G. Rodano, the property owners of the subject properties, have petitioned the City of Tomball, Texas, to vacate, abandon, and close the hereinafter described roadway right-of-way; and

WHEREAS, the City Council has conducted a public hearing regarding whether to vacate, abandon, and close the roadway right-of-way; and

WHEREAS, the franchisees of the City of Tomball have indicated that they have no objection to the right-of-way being vacated, abandoned and closed; and

WHEREAS, the City Council has determined that such roadway right-of-way should be vacated, abandoned, and closed for the reason that the same is no longer needed by the City; and

WHEREAS, the City desires to convey the property being abandoned to the abutting property owners in proportion to their abutting ownership and in a division that is equitable; 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. The City Council of the City of Tomball, Texas, hereby finds and determines that public convenience and necessity no longer require the continued existence of that portion of the roadway right-of-way described in Section 3 hereof.

Section 3. Stasney Road is the thirty-foot roadway right-of-way, commonly referred to the Stasney road right-of-way that is more particularly described on the plat titled Tom Ball Townsite Subdivision recorded in Volume 2, Page 65 of the Harris County Records, Harris County, Texas, and, in particular, is that unimproved right-of-way that is adjacent to and westerly of Lots 5, 11, 17, 23, 29, 35, 41, and 46 and easterly of Lots 6, 12, 18, 24, 30, and 36, of the said plat. The said Stasney Road thirty-foot right-of-way that occupies an area of land commencing at Hufsmith Road on the south and terminating at Zion Road on the north, located within the City of Tomball, Harris County, Texas, is hereby vacated, abandoned, and closed.

Section 4. The Mayor and City Secretary are hereby authorized to execute and attest, respectively, a Deed without Warranty of Title conveying said right-of-way in consideration for the payment to the City of ONE AND NO/100 DOLLARS (\$1.00) by each adjacent land owner.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of

the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 15TH DAY OF MARCH, 2010.

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

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 5TH DAY OF APRIL, 2010.

COUNCILMAN QUINN	_____
COUNCILMAN STOLL	_____
COUNCILMAN WEBB	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DRIVER	_____

GRETCHEN FAGAN, Mayor
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball

HCAD: Legal Description - Posinski-Edeker LT 1

Rodney S. Posinski and Deborah K Edeker

12215 Zion Road

Tomball, Texas 77375

HCAD: Legal Description - Tomball Outlots, TRS 5, 11, 17, 23, 29, and 35B

William E. Sumner, Jr.

12321 Zion Road

Tomball, Texas 77375

HCAD: Legal Description – McCraw Tract II Amend, TRS 1 and 2B

James D & Marilyn Dunagin

535 E. Hufsmith Road

Tomball, Texas 77375

HCAD: Legal Description – Tomball Outlots, TRS 6, 12, 18, 24, 30, and 36

Daniel G. Rodano

12125 Zion Road

Tomball, Texas 77375

DEED WITHOUT WARRANTY

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Whereas by Ordinance No. 2010-05, the City authorized the closing and conveyance the herein described property;

THE **CITY OF TOMBALL** ("Grantor"), a home-rule Texas Municipality, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable consideration to the undersigned paid by **Rodney S. Posinski and Deborah K. Edeker**, ("Grantees"), the receipt of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto Grantees all of that certain lot, tract or parcel of land located in the CITY OF TOMBALL, County of Harris, State of Texas and being more fully described on Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER WITH all improvements thereon, all personal property located at, on, upon, under or associated therewith, riparian and other water rights, privileges and easements appurtenant to that certain lot, tract or parcel of land described in Exhibit "A" (collectively, the "Property").

This conveyance is made subject to any and all liens, encumbrances, easements, restrictions, reservations, exceptions and other matters of record to the extent valid and existing as of the date hereof, but only to the extent they affect or relate to the Property.

TO HAVE AND TO HOLD the Property, unto Grantees and Grantees' successors and assigns forever, without express or implied warranty. All warranties that may arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

EXECUTED this _____ day of _____, 2010.

CITY OF TOMBALL/ ("GRANTOR")

By: _____
GRETCHEN FAGAN, Mayor

NOTARY BLOCK

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on this ____ day of _____, 2010, by
_____, as Mayor of the CITY OF TOMBALL, a Texas municipality.

SEAL

Notary Public
State of Texas

ATTEST:

City Secretary

DEED WITHOUT WARRANTY

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Whereas by Ordinance No. 2010-05, the City authorized the closing and conveyance the herein described property;

THE **CITY OF TOMBALL** ("Grantor"), a home-rule Texas Municipality, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable consideration to the undersigned paid by **William E. Sumner, Jr.**, ("Grantee"), the receipt of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto Grantee all of that certain lot, tract or parcel of land located in the CITY OF TOMBALL, County of Harris, State of Texas and being more fully described on Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER WITH all improvements thereon, all personal property located at, on, upon, under or associated therewith, riparian and other water rights, privileges and easements appurtenant to that certain lot, tract or parcel of land described in Exhibit "A" (collectively, the "Property").

This conveyance is made subject to any and all liens, encumbrances, easements, restrictions, reservations, exceptions and other matters or record to the extent valid and existing as of the date hereof, but only to the extent they affect or relate to the Property.

TO HAVE AND TO HOLD the Property, unto Grantee and Grantee's successors and assigns forever, without express or implied warranty. All warranties that may arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

EXECUTED this ____ day of _____, 2010.

CITY OF TOMBALL/ ("GRANTOR")

By: _____
GRETCHEN FAGAN, Mayor

NOTARY BLOCK

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on this ____ day of _____, 2010, by
_____, as Mayor of the CITY OF TOMBALL, a Texas municipality.

SEAL

Notary Public
State of Texas

ATTEST:

City Secretary

DEED WITHOUT WARRANTY

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Whereas by Ordinance No. 2010-05, the City authorized the closing and conveyance the herein described property;

THE **CITY OF TOMBALL** ("Grantor"), a home-rule Texas Municipality, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable consideration to the undersigned paid by **James D. Dunagin and Marilyn Dunagin**, ("Grantees"), the receipt of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto Grantees all of that certain lot, tract or parcel of land located in the CITY OF TOMBALL, County of Harris, State of Texas and being more fully described on Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER WITH all improvements thereon, all personal property located at, on, upon, under or associated therewith, riparian and other water rights, privileges and easements appurtenant to that certain lot, tract or parcel of land described in Exhibit "A" (collectively, the "Property").

This conveyance is made subject to any and all liens, encumbrances, easements, restrictions, reservations, exceptions and other matters of record to the extent valid and existing as of the date hereof, but only to the extent they affect or relate to the Property.

TO HAVE AND TO HOLD the Property, unto Grantees and Grantees' successors and assigns forever, without express or implied warranty. All warranties that may arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

EXECUTED this ____ day of _____, 2010.

CITY OF TOMBALL/ ("GRANTOR")

By: _____
GRETCHEN FAGAN, Mayor

NOTARY BLOCK

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on this ____ day of _____, 2010, by
_____, as Mayor of the CITY OF TOMBALL, a Texas municipality.

SEAL

Notary Public
State of Texas

ATTEST:

City Secretary

DEED WITHOUT WARRANTY

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

Whereas by Ordinance No. 2010-05, the City authorized the closing and conveyance the herein described property;

THE **CITY OF TOMBALL** ("Grantor"), a home-rule Texas Municipality, for and in consideration of the sum of ONE AND NO/100 DOLLARS (\$1.00) and other valuable consideration to the undersigned paid by **Daniel G. Rodano**, ("Grantee"), the receipt of which is hereby acknowledged, has GRANTED, BARGAINED, SOLD and CONVEYED, and by these presents does GRANT, BARGAIN, SELL AND CONVEY unto Grantee all of that certain lot, tract or parcel of land located in the CITY OF TOMBALL, County of Harris, State of Texas and being more fully described on Exhibit "A" attached hereto and incorporated herein by reference.

TOGETHER WITH all improvements thereon, all personal property located at, on, upon, under or associated therewith, riparian and other water rights, privileges and easements appurtenant to that certain lot, tract or parcel of land described in Exhibit "A" (collectively, the "Property").

This conveyance is made subject to any and all liens, encumbrances, easements, restrictions, reservations, exceptions and other matters of record to the extent valid and existing as of the date hereof, but only to the extent they affect or relate to the Property.

TO HAVE AND TO HOLD the Property, unto Grantee and Grantee's successors and assigns forever, without express or implied warranty. All warranties that may arise by common law as well as the warranties in Section 5.023 of the Texas Property Code (or its successor) are excluded.

EXECUTED this ____ day of _____, 2010.

CITY OF TOMBALL/ ("GRANTOR")

By: _____
GRETCHEN FAGAN, Mayor

NOTARY BLOCK

STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on this ____ day of _____, 2010, by
_____, as Mayor of the CITY OF TOMBALL, a Texas municipality.

SEAL

Notary Public
State of Texas

ATTEST:

City Secretary

EXHIBIT A

**TOM BALL TOWNSITE SUBDIVISION RECORDED IN VOLUME 2, PAGE 65 OF THE
HARRIS COUNTY PLAT RECORDS, HARRIS COUNTY, TEXAS**

August 6, 2009

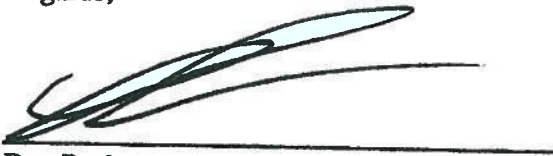
Tomball, Texas
City Manager
City Engineer

Re: Stasney Street Right of Way

Dear Ms. Jan Belcher and Mr. Mark McClure,

We respectfully request that the city of Tomball abandon the right of way known as Stasney Street to the owners of the land upon which said right of way is located. The Stasney Street right of way is a 30 ft wide piece of property that runs between Zion on the north and Hufsmith on the south. The property that makes up the right of way has never been used. It is our understanding that no plans are in place for its future use, and only four property owners are affected by the right of way. The property owners are as follows: Bill Sumner to the Northwest, Rodney Posinski to the Northeast, Dan Rodano to the Southeast and James Dunagin to the Southwest. It is our request that the land be divided among these four residents of Tomball along their present North-South boundaries. Thank you for this consideration.

Regards,



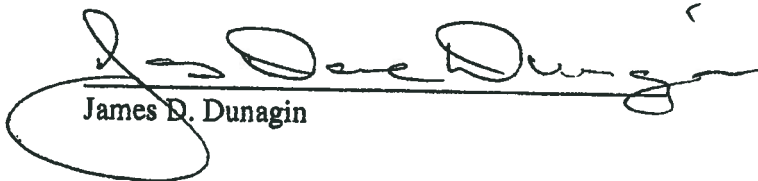
Dan Rodano



Bill Sumner



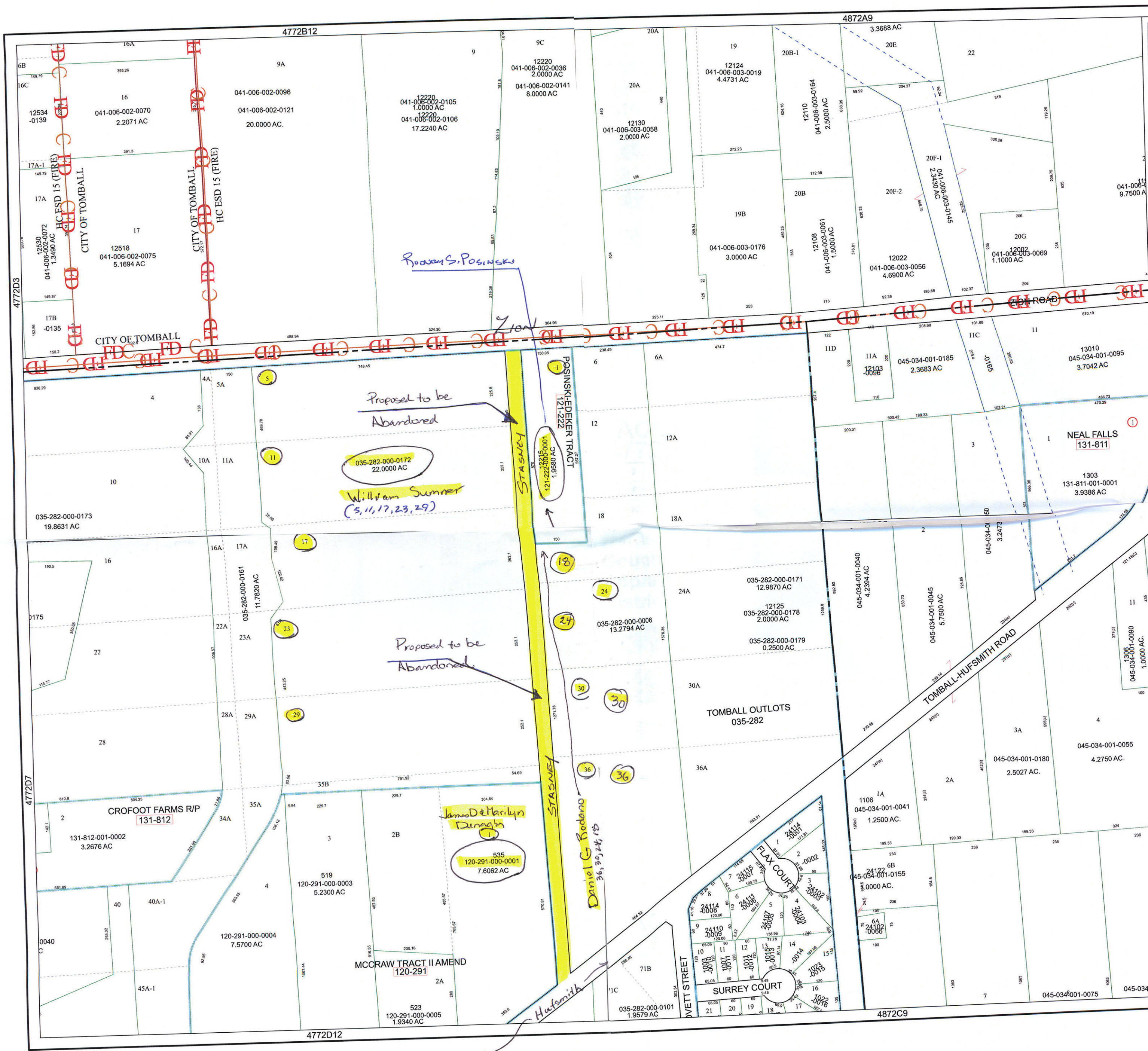
Rodney Posinski



James D. Dunagin



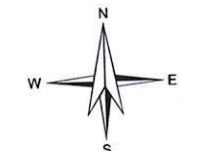




Harris County Appraisal District



PUBLICATION DATE: 1/6/2010



MAP LOCATION



FACET 4872C

1	2	3	4
5	6	7	8
9	10	11	12

Harris County Appraisal District



PUBLICATION DATE: 12/23/2009



MAP LOCATION



FACET 4872C

1	2	3	4
5	6	7	8
9	10	11	12

Regular City Council

Agenda Item

Meeting Date: April 5, 2010

Data Sheet

Topic:

Approve Resolution No. 2010-05, a Resolution of the City of Tomball, Texas, Authorizing the City Manager or the City Manager's Designee to Negotiate with Energy Providers to obtain a Set Price, for a Specific Period up to Forty-eight (48) Months, with One or More Amendments, for the City's Future Purchases of Electricity; and Providing other Matters related to the Subject

Background:

On April 16, 2007, the City of Tomball entered into a Contract with TXU for the purchasing of electricity. The contract was for a period of 36 months, and will expire on April 30, 2010.

In an effort to acquire the best pricing for the City of Tomball, staff is asking Council to Approve Resolution 2010-05, which would allow the City Manager or the City Manager's designee to negotiate with the energy providers.

Once an acceptable rate has been acquired, staff will then bring the resulting contract to Council for approval.

Origination:

Finance Department

Recommendation:

Staff recommends approval

Funding:

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

Glenn Windsor, Finance Director

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

ATTACHMENTS:

Resolution No. 2010-05_Electricity

RESOLUTION NO. 2010-05

A RESOLUTION OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING THE CITY MANAGER OR THE CITY MANAGER'S DESIGNEE TO NEGOTIATE WITH ENERGY PROVIDERS TO OBTAIN A SET PRICE, FOR A SPECIFIC PERIOD UP TO FORTY-EIGHT (48) MONTHS, WITH ONE OR MORE AMENDMENTS, FOR THE CITY'S FUTURE PURCHASES OF ELECTRICITY; AND PROVIDING OTHER MATTERS RELATED TO THE SUBJECT

* * * * *

WHEREAS, on April 16, 2007, the City of Tomball, Texas, entered into an agreement with TXU Energy for the purchase and supply of electricity; and

WHEREAS, the current agreement expires on April 30, 2010; and

WHEREAS, the City Council now desires to secure a contract for the purchase and supply of electricity for a period beginning May 1, 2010 and not to exceed forty-eight (48) months and to authorize the Director of Finance or the City Manager to negotiate with Energy providers to obtain a fixed and/or a locked-in price; now, therefore;

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

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

Section 2. That the Finance Director or the City Manager is hereby, authorized and directed to negotiate with Energy providers to obtain a contract and to obtain a fixed and/or locked in price, for one or more specific periods of time, for the City's future purchases of electricity.

PASSED, APPROVED, AND RESOLVED this ____ day of _____, 2010.

Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary

Regular City Council

Agenda Item

Meeting Date: April 5, 2010

Data Sheet

Topic:

Approve Resolution 2010-06, a Resolution Approving the Articles of Incorporation and Bylaws of Cities Aggregation Power Project, Inc., a Political Subdivision Corporation; Accepting Membership in Said corporation; Appointing a Representative to Serve on behalf of the City of Tomball; Approving Payment of an Initial Membership Fee.

Background:

Cities Aggregation Power Project, Inc. (CAPP) is one of the entities staff is considering for the provision of electricity. In order to use CAPP's pricing, the City must first approve the resolution for membership.

Origination:

Finance Department

Recommendation:

Funding:

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

Glenn Windsor, Finance Director

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

ATTACHMENTS:

Resolution No. 2010-06

RESOLUTION NO. 2010-06

A RESOLUTION APPROVING THE ARTICLES OF INCORPORATION AND BYLAWS OF CITIES AGGREGATION POWER PROJECT, INC., A POLITICAL SUBDIVISION CORPORATION; ACCEPTING MEMBERSHIP IN SAID CORPORATION; APPOINTING A REPRESENTATIVE TO SERVE ON BEHALF OF *CITY OF TOMBALL*; APPROVING PAYMENT OF AN INITIAL MEMBERSHIP FEE.

* * * * *

WHEREAS, Chapter 304 of the Texas Local Government Code, entitled Energy Aggregation Measures for Local Governments, allows political subdivisions to form a political subdivision corporation to act as an agent to negotiate the purchase of electricity, or to likewise aid or act on behalf of the political subdivisions for which the corporation is created, with respect to their own electricity use for their respective public facilities; and

WHEREAS, Cities Aggregation Power Project, Inc. ("CAPP") is a political subdivision corporation organized under said Chapter; and

WHEREAS, more than one hundred cities and other political subdivisions have joined CAPP since the Texas electric retail market deregulated January, 2002; and

WHEREAS, CAPP member cities and other political subdivisions work collaboratively with the assistance of legal and procurements experts hired by CAPP to negotiate lower cost, stable, reliable electric power; and

WHEREAS, the negotiation for electricity by the corporation should result in lower, more stable electricity costs to the City of Tomball; and

WHEREAS, the *City of Tomball* seeks to become a Member of CAPP; and

WHEREAS, CAPP By-Laws require an initial membership fee of ½ of 1% of the total annual electric bill of the last full year of billing information available prior to membership application. Such fee shall not exceed \$14,000.

NOW THEREFORE, BE IT RESOLVED BY THE *CITY COUNCIL OF THE CITY OF TOMBALL*:

Section 1. The recitals contained in the preamble of this Resolution are determined to be true and correct and are hereby adopted as a part of this Resolution.

Section 2. The Articles of Incorporation and Bylaws of CAPP, a political subdivision corporation, attached hereto and incorporated herein for all purposes as Exhibits A and B respectively, are hereby approved.

Section 3. *The City of Tomball* accepts Membership in CAPP.

Section 4. *The City of Tomball* approves payment of an initial fee assessment equivalent to ½ of 1% of the total annual electric bill *The City of Tomball* of the last full year of billing information available prior to membership application. Such fee shall not exceed \$14,000.

Section 5. *The City of Tomball* hereby appoints *the City Manager of their designee* to serve as *The City of Tomball's* representative to the corporation and to act on *The City of Tomball's* behalf.

Section 6. All Resolutions and parts thereof in conflict herewith are hereby expressly repealed insofar as they conflict herewith.

Section 7. That if any one or more sections or clauses of this Resolution is adjudged to be unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions of this Resolution and the remaining provisions of the Resolution shall be interpreted as if the offending section or clause never existed.

Section 7. This Resolution shall take effect immediately from and after its adoption and it is accordingly so resolved.

Section 8. A copy of this Resolution shall be sent to Jay Doegey, CAPP Board Chair, c/o City of Arlington City Attorney's Office, MS 63-0300, P.O. Box 90231, Arlington, Texas 76004-3231, along with the initial assessment fee.

PRESENTED AND PASSED on this the ____ day of ____, 2010, by a vote of ____ ayes and ____ nays at a regular meeting of the City Council of the City of Tomball, Texas.

Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary

APPROVED AS TO FORM:

City Attorney

Scott Bounds, Olson & Olson

Regular City Council

Agenda Item

Meeting Date: April 5, 2010

Data Sheet

Topic:

Approve Increase in Funding from the Hotel/Motel Tax Funds for the July 4th Fireworks Display from \$20,000 to \$23,500

Background:

The City of Tomball has, for several years, utilized Hotel/Motel Tax funds to provide for the July 4th Fireworks Display. The display brings several thousands of visitors to the City each July 4th. These visitors spend the afternoon and evening in the city, purchasing goods and services.

Each year, the Tomball Fire Department volunteers set up and "shoot" the show. In the past, the majority of the show has been "shot" using manually lit fuses which exposes the firing team to the extreme danger of an early shell burst. This year, we propose to have the show electronically shot by a team of professionals and to use the experience gained from this to obtain licenses by several of our volunteers to be used in future year's events.

The additional funding is for the extra cost of the professional team and the use of the electronic firing boards.

Origination:

Fire Department

Recommendation:

Staff recommends approval.

Funding: No

Funds will be transferred from Account: to Account:

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

Randy Parr, Fire Chief

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

Regular City Council

Agenda Item

Meeting Date: April 5, 2010

Data Sheet

Topic:

Approve Application for Emergency Wrecker License by Tomball Towing and Storage, Inc. to Participate in the Emergency Wrecker Rotation

Background:

The owners of Tomball Towing and Storage, Inc. failed to renew their license in 2009; they have submitted a new application for an emergency wrecker license, as required by the City's ordinance.

Tomball Towing and Storage has met the application requirements, has provided the required proof of insurance and an approved storage lot within the City's ETJ, the first wrecker has been inspected and approved by the Police Department, and company drivers have been approved.

Approval of this application will return Tomball Towing and Storage to the emergency wrecker rotation program. Currently, seven companies participate in the program; Tomball Towing and Storage would be the eighth company in the program.

Origination:

Tomball Towing and Storage, Inc.

Recommendation:

Approval to participate in emergency wrecker rotation program.

Funding:

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

Doris Speer, City Secretary

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

ATTACHMENTS:

Tomball Towing & Storage Application Materials



Application for Emergency Wrecker License

for year ending in 9-30, 2010

Date of Application 3-10-10

TO: THE OFFICE OF DIRECTOR OF TRAFFIC AND TRANSPORTATION
CITY OF TOMBALL
401 MARKET STREET
TOMBALL, TEXAS 77375
TEL. 281.351.5484 FAX 281.351.6256

I, Tomball Towing & Storage, do hereby make application for a license to operate an emergency wrecker service in the City of Tomball.

NOTICE: All spaces provided on this application MUST be filled out to the best of the applicant's knowledge. If a question does not apply, please state so by writing in N/A. The City of Tomball reserves the right to deny an application for falsifying information or failing to provide information.

Business & Owner Information

True Name Tomball Towing & Storage Inc.
Trade Name _____
Address 10950 Fm 2920 City Tomball State Texas Zip 77375
Telephone Business 281 351 9697 Home _____ Mobile 832 256 9194
E-mail Address _____
Owner ☐ Individual ☐ Partnership ☒ Corporation

If Owner is an Individual, Please Provide the Following:

Name _____
Address _____ City _____ State _____ Zip _____
Business Address _____ City _____ State _____ Zip _____
Telephone Business _____ Home _____ Fax _____
Mobile _____ E-mail Address _____

If Owner is a Partnership, Please Provide the Following:

Name _____
Address _____ City _____ State _____ Zip _____
Telephone Business _____ Home _____ Fax _____
Mobile _____ E-mail Address _____

Name _____
Address _____ City _____ State _____ Zip _____
Telephone Business _____ Home _____ Fax _____
Mobile _____ E-mail Address _____

Business Address _____ City _____ State _____ Zip _____
Business Fax _____ Business E-mail _____

IMPORTANT - Please Read & Attach Appropriate Documents

THIS APPLICATION MUST BE ACCOMPANIED BY AN AUTO WRECKER LICENSE FEE OF ONE HUNDRED DOLLARS (\$100.00) FOR EACH VEHICLE AND A POLICY OR CERTIFICATE OF INSURANCE OF PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE ISSUED BY A CASUALTY INSURANCE COMPANY AUTHORIZED TO DO BUSINESS IN THE STATE OF TEXAS AND THE STANDARD FORM APPROVED BY THE BOARD OF INSURANCE COMMISSIONERS OF THE STATE OF TEXAS WITH THE COVERAGE PROVISION INSURING THE PUBLIC FROM LOSS OR DAMAGE THAT MAY ARISE TO ANY PERSON OR PROPERTY BY REASON OF THE OPERATION OF A WRECKER OF SUCH COMPANY AND PROVIDING THAT THE AMOUNT OF RECOVERY OF EACH WRECKER SHALL BE IN LIMITS OF NOT LESS THAN THE FOLLOWING SUMS:

FOR DAMAGES ARISING OUT OF BODILY INJURY TO OR DEATH OF ONE
PERSON IN ANY ONE ACCIDENT: **\$300,000.00**

FOR INJURY TO OR DESTRUCTION OF PROPERTY IN ANY ONE ACCIDENT:
\$100,000.00

Please Attach the Following

- ☐ **PROOF OF OWNERSHIP OF ALL WRECKERS**
- ☐ **CERTIFICATE OF REGISTRATION OF EACH TOW TRUCK/WRECKER FROM STATE OF TEXAS**
- ☐ **STATE LICENSE TO OPERATE A VEHICLE STORAGE FACILITY**

I will obey the provisions of Ordinance 89-17 and all other ordinances and statutes applicable to "Auto Wreckers" and agree that upon failure to obey such laws that this license may be revoked and/or suspended. Any false or misleading information on this application may result in denial or suspension of said license. All the information supplied in this application is true and correct.

Do you agree to participate in the wrecker rotation list? ☐ Yes ☐ No


Signature of Owner, Partner or Officer

3-10-2010
Date

FOR OFFICE USE ONLY

Application received by _____

Date _____

Application approved by _____

Date _____

License Issued by _____

Date _____

License Expires _____

License No. _____

Refused _____

Reason for Refusal _____

City Manager Approval _____

Date _____

City Manager Refusal _____

Reason for Refusal _____



**TEXAS DEPARTMENT OF LICENSING AND REGULATION
VEHICLE STORAGE FACILITY LICENSE**

0609171VSF

TOMBALL TOWING (AND) & STORAGE, INC.
10920 FM 2920
TOMBALL TX 77375

Be It Known That :

TOMBALL TOWING (AND) & STORAGE, INC.

Located at:
10950 FM 2920
TOMBALL TX 77375

Has paid the required fee, satisfied the prerequisites for a license as a TEXAS VEHICLE STORAGE FACILITY under the Vehicle Storage Facility Act, and has agreed to comply with its provisions. This license is issued on March 10, 2010 and shall expire on July 27, 2010.

This license is NON-TRANSFERABLE and NON-ASSIGNABLE

11/16/2009

PRODUCER
Zurich, ASM Account Service Center
7045 College Blvd.
Overland Park, KS 66211
Fax: 888-734-6776 Ph: 877-225-5276 opt. 1

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED 0117991-00
TOMBALL TOWING & STORAGE INC.
10950 FM 2920
TOMBALL, TX 77375

INSURERS AFFORDING COVERAGE

NAIC #

INSURER A: Universal Underwriters Insurance Company

41181

INSURER B: Universal Underwriters of Texas Ins. Co.

40843

INSURER C:

INSURER D:

INSURER E:

COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	ADD'L INSRD	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
		GENERAL LIABILITY				EACH OCCURRENCE	\$
		☐ COMMERCIAL GENERAL LIABILITY				DAMAGE TO RENTED PREMISES (Ea occurrence)	\$
		☐ CLAIMS MADE ☐ OCCUR				MED EXP (Any one person)	\$
						PERSONAL & ADV INJURY	\$
						GENERAL AGGREGATE	\$
		GEN'L AGGREGATE LIMIT APPLIES PER:				PRODUCTS - COMP/OP AGG	\$
		POLICY PROJECT LOC					
B		AUTOMOBILE LIABILITY				COMBINED SINGLE LIMIT (Ea accident)	\$ 350,000
		☐ ANY AUTO				BODILY INJURY (Per person)	\$
		☐ ALL OWNED AUTOS				BODILY INJURY (Per accident)	\$
		☒ SCHEDULED AUTOS	297973	09-01-2009	09-01-2010	PROPERTY DAMAGE (Per accident)	\$
		☒ HIRED AUTOS					
		☒ NON-OWNED AUTOS					
B		GARAGE LIABILITY				AUTO ONLY - EA ACCIDENT	\$
		☐ ANY AUTO	297973	09-01-2009	09-01-2010	OTHER THAN EA ACC	\$ 350,000
						AUTO ONLY: AGG	\$
B		EXCESS/UMBRELLA LIABILITY				Each Occurrence	\$ 1,000,000
		☒ OCCUR ☐ CLAIMS MADE	297973	09-01-2009	09-01-2010		\$
		☐ DEDUCTIBLE				PRODUCTS COMP/OP AGG	\$
		☒ RETENTION \$ 0					\$
WORKERS COMPENSATION AND EMPLOYERS' LIABILITY						WC STATUTORY LIMITS	OTHER
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	\$
If yes, describe under SPECIAL PROVISIONS below						E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$
OTHER		Customer Auto - Direct Primary (Includes On Hook Coverage)	297973	09-01-2009	09-01-2010	\$ 300,000 Limit	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS

Covered Vehicle(s) Include: 1997 Chevrolet C3500-HD VIN# 1GBK34F4VJ107767 & 2004 Chevrolet Flatbed VIN# 1GBE4C1114F508827. Reason for Certificate: Towing Agreement. Universal Underwriters Insurance Company provides primary liability coverage through Part 500 (Garage) of our Unicover Policy. The coverage afforded the insured under the Garage coverage part is consistent with the coverage available under the general liability coverage part. 30 day notice of cancellation applies, except for cancellation due to non payment of premium. Endorsement 0242 Applies: Customer Auto Excluded for Natural Disasters.

CERTIFICATE HOLDER

TOMBALL POLICE DEPARTMENT,
400 FANNIN ST
TOMBALL, TX 77375

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



REPLACEMENT RECEIPT

COUNTY: HARRIS
 TAC NAME: LEO VASQUEZ
 DATE: 03/10/2010
 TIME: 10:14AM
 EMPLOYEE ID: SLNUNT
 EFFECTIVE DATE: 01/01/2010
 EXPIRATION DATE: 12/2010
 TRANSACTION ID: 10127940245101458

OWNER NAME AND ADDRESS
 TOMBALL TOWING & STORAGE INC
 10950 FM 2920
 TOMBALL, TX 77375

REGISTRATION CLASS: TOW TRK-LESS/EQL. 1 TON
 PLATE TYPE: TOW TRUCK PLT (LARGE)
 ORGANIZATION:
 STICKER TYPE: WS

PREVIOUS PLATE NO: T8754D
 VEHICLE IDENTIFICATION NO: 1GBKC34F4VJ107767
 YR/MAKE: 1997/CHEV MODEL: BODY STYLE: FB UNIT NO:
 EMPTY WT: 7600 CARRYING CAPACITY: 2000 GROSS WT: 9600 TONNAGE: 1.00
 BODY VEHICLE IDENTIFICATION NO: TRAVEL TRLR LENGTH: 0

INVENTORY ITEM(S)	YR	FEE ASSESSED	
WINDSHIELD STICKER	2010	REPLACEMENT FEE	\$ 5.00
		REFLECTORIZATION FEE	\$ 0.30
		AUTOMATION FEE (LARGE CNTY)	\$ 1.00
		TOTAL	\$ 6.30

VEHICLE RECORD NOTATIONS
 REBUILT SALVAGE - DAMAGED
 PAPER TITLE

METHOD OF PAYMENT AND PAYMENT AMOUNT:
 CASH \$ 7.00

TOTAL AMOUNT PAID \$ 7.00
 CHANGE DUE \$ 0.70

THIS RECEIPT TO BE CARRIED IN ALL COMMERCIAL VEHICLES.
 Current law requires an additional \$1.00 fee (already included) in counties with 50,000 or more vehicles.

PEEL FROM BACK ONLY / DESPEGAR POR DETRÁS

**Peel sticker from any corner.
 Despegar de cualquier esquina.**



**WINDSHIELD STICKER /
 CALCOMANÍA DE PARABRISAS**

OR

**PLATE STICKER /
 CALCOMANÍA DE PLACA**

POLICE DEPARTMENT - WRECKER INSPECTIONCOMPANY: Tomball Towing + Storage IncOWNER: Jeff BushVEHICLE VIN NO.: 1GBKC34F4VJ107767Sec. 12-18. Emergency wrecker inspection requirements.

Before issuance of an emergency wrecker service license, the following requirements must be met:

(a) An applicant shall submit each emergency wrecker which will be used in the service for inspection in a manner determined by the director, and each wrecker must comply with the following minimum requirements:

- (1) Each wrecker shall be not less than one ton (GVW 10,000) in size, have dual wheels, and be equipped with booster brakes;

Yes ✓ No

- (2) Each wrecker shall be equipped with a power-operated winch, winch line and boom, with a factory rated lifting capacity of not less than six thousand (6,000) pounds, single-line capacity;

Yes ✓ No

- (3) Each wrecker shall carry, as standard equipment, the following items, and all of the items listed in Sec. 12-12(a):

a. Safety chains.

Yes ✓ No

- b. Three flares, each of which shall be capable of being seen and distinguished at a distance of not less than six hundred feet (600) under normal atmospheric conditions at nighttime.

Yes ✓ No

- c. No less than five (5) gallons of dry sand or other absorbent which is at least as effective as sand in absorbing liquid.

Yes ✓ No

- d. One wrecking bar of not less than 36 inches (3611) in length with a wedge head.

Yes ✓ No

Police Department Wrecker Inspection - Page 2

e. First aid kit.

Yes ☒ No ☐

f. Push broom.

Yes ☒ No ☐

g. Box or bucket to collect debris.

Yes ☒ No ☐

h. Flat-edged shovel.

Yes ☒ No ☐

(4) Each wrecker and all of its equipment shall be in safe and good working condition.

Yes ☒ No ☐

12110

(5) Each wrecker shall be equipped with two-way radio equipment which is capable of providing two-way communication with the licensee's base station at all times.

Yes ☒ No ☐

Next

(b) Each emergency heavy-duty wrecker must comply with the requirements in subsection (a) of this section unless this subsection specifies a different requirement. In addition:

(1) Each heavy-duty wrecker must not be less than five (5) tons in size.

Yes ☐ No ☐

(2) Each heavy-duty wrecker shall be equipped with a power-operated winch, winch line and boom, with a factory-rated lifting capacity of not less than thirty-two thousand (32,000) pounds, single or double-line capacity.

Yes ☐ No ☐

(3) Towing dollies (not required).

Yes ☐ No ☐

(4) Two-way communications (REQUIRED).

Yes ☐ No ☐

Police Department Wrecker Inspection - Page 3

(c) Each licensee shall maintain twenty-four (24) hour wrecker service and communications.

Yes ✓ No

281 351 9697

Inspection Completed on

3/10/10

by Officer

for Jesus

Passed _____ Failed _____

Wrecker Approved for Application/Operation:

~~Chief of Police~~

Date _____



Cab Card for Certificate #:

006043269C

TOMBALL TOWING AND STORAGE INC.
G. WELBORN ENTERPRISES, INC.
10920 FM 2920
TOMBALL TX 77375

TOMBALL TOWING AND STORAGE INC.
G. WELBORN ENTERPRISES, INC.
10950 FM 2920
TOMBALL TX 77375

Seq #	Unit #	Make	Model YR	VIN	Expires
1	1	CHEVROLET	1997	1GBKC34F4VJ107767	11/03/2010
		Permit #: TDLR0006043269002IM	Purpose: Incident Management	Type: Light Duty	
2	5	CHEVROLET	2004	1GBE4C1114F508827	11/03/2010
		Permit #: TDLR0006043269003IM	Purpose: Incident Management	Type: Light Duty	

(VOID IF ALTERED)

This card signifies that the Tow Truck Company has fulfilled the registration requirements of Chapter 86 as of the date this cab card was issued. To receive the current status of registration or insurance coverage, please call TDLR Customer Service at 1-800-803-9202.

The original Cab Card must be retained in the Tow Truck Company principle place of business. A copy of the page that identifies (by highlighting) the vehicle being operated must be placed in the cab of the identified tow truck.

Current Wrecker Companies as of October 1, 2009

Collision Express

d/b/a Tomball Collision

Contact Person: Greg Eckelcamp

Phone Number: 281-290-8888

Case Towing

Contact Person: Elva Case or James Brannon

Phone Number: 281-226-0094

Lamar Little Paint & Body

Contact Person: Joseph Little

Phone Number: 281-802-2069

Windcrest Collision

Contact Person: Charles Duke

Phone Number: 936-321-0077

Magnolia Towing & Recovery

Contact Person: Wade Evans

Phone Number: 713-545-5917

Tomball Towing & Recovery

Contact Person: Rick Taylor

Phone Number: 281-516-7785

Tomball Paint & Body

Contact Person: E.L. Chapman

Phone Number: 281-351-4332

Regular City Council

Agenda Item

Data Sheet

Meeting Date: April 5, 2010

Topic:

Award Contract for Project #2010-03, Fuel Contract to Pumpelly Oil Company, LLC.

Background:

In an effort to obtain continuously used materials and services at competitive prices, the City has routinely solicited bids for certain commodities. The current fuel contract was executed in April of 2008 with an option to renew for a one-year period. The previous supplier agreed to renew for the one-year period at the current prices, therefore the current contract expires in April of 2010.

In addition to the standard bid advertising, staff mailed bid packets to 6 vendors and 7 qualified bids were received.

The City currently pays \$.1110/gal. (over OPIS) for midgrade gasoline, \$.1180/gal. for high sulphur diesel, and \$.1105/gal. for low sulphur diesel. The recommended bidder's prices are \$.0263/gal., \$.1173/gal., and \$.1173/gal. respectively.

Although the recommended bidder's price for diesel is the highest, their price for gasoline is the lowest. During FY 2009/10, the City purchased 64,286 gallons of gasoline, and only 7,702 gallons of high sulphur diesel, and 9,983 gallons of low sulphur diesel. Based on this usage, The City will pay the recommended bidder \$3,765.19 over OPIS for the same amount of fuel. The City would pay the second lowest bidder \$4,098.55 over OPIS.

Staff has verified the recommended bidder's figures and list of references, and recommends award of contract for Project #2010-03, Fuel Contract to Pumpelly Oil Company, LLC.

Copies of the Bid Form, Bid tabulation Sheet, and Project 2010-03, Fuel Contract documents are attached for your review.

Origination:

Public Works and Finance Departments

Recommendation:

Staff recommends award of contract for Project #2010-03, Fuel Contract to Pumpelly Oil Company, LLC.

Funding: Yes

Account Number: various departmental fuel supply accounts

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

David Kauffman Director of Public Works

ACTION TAKEN

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

ATTACHMENTS:

Bid Form 2010-03

Bid Tab 2010-03

Contract Docs - Fuel 2010

PROJECT 2010-03
Diesel Fuel and Gasoline
Due: 10:00 A.M., Tuesday, March 23, 2010

BID QUOTE SHEET

Please state your bid prices for #2, TXLED high sulphur diesel fuel, #2, TXLED low sulphur diesel fuel, and 89 Octane (Midgrade) Reformulated gasoline for the contract period of two years from contract award.

REFORMULATED MIDGRADE 89 OCTANE GASOLINE

Differential (Indicate + or -) \$ +.0263 /gal.

#2, TXLED, HIGH SULPHUR DIESEL FUEL 40 CETANE MINIMUM

Differential (Indicate + or -) \$ +.1173 /gal.

#2, TXLED, LOW SULPHUR DIESEL FUEL

Differential (Indicate + or -) \$ +.1173 /gal.

DIFFERENTIAL TO REMAIN FIRM FOR A PERIOD OF TWO YEARS FROM CONTRACT AWARD WITH AN OPTION TO RENEW DIFFERENTIAL RATE FOR AN ADDITIONAL TWO YEARS.

PLEASE INDICATE BRAND OF GASOLINE/DIESEL BEING BID:

ConocoPhillips or equal

COMPANY: Pumpelly Oil Company, LLC

ADDRESS: 16450 Lee Road, Humble, Texas 77396

TELEPHONE: 281-272-0115

AUTHORIZED REPRESENTATIVE: Crayton Nelson (713-826-2602)

DATE: March 18, 2010 *(crayton@pumpelly.com)*

Quote Sheet (continued)

The undersigned bidder's agent hereby proposes and agrees to furnish products or provide service in strict compliance with the specifications and conditions at the prices quoted. The bidder affirms that, to the best of his knowledge, the bid has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other bidders in award of this bid.

NOTE: No fax or telecopy will be accepted by the City of Tomball as a proposal for diesel fuel and gasoline.

Receipt is hereby acknowledged of the following addendum _____

DATE: March 18, 2010

SIGNED: Cryston Nelson - Landscape Engineer
(Title)

ACCEPTED AND APPROVED THIS _____ DAY OF _____, 2010.

BY: _____
Christal Kliever
ASSISTANT CITY MANAGER

City of Tomball Project 2010-03
Diesel Fuel and Gasoline
Bid Tabulation

Bidder	Midgrade Gasoline	High Sulphur Diesel	Low Sulphur Diesel
Oil Patch - Brazos Valley Inc 22613 North Hwy 288B Angleton, TX 77515 281-369-3835	+.095	+.115	+.115
Apache Oil Company 5136 Spencer Highway, Pasadena, TX 77505 281-487-5400	Bid Withdrew	Bid Withdrew	Bid Withdrew
Ports Petroleum 13728 Field Spar Dr., Manor, TX 78653 330-804-9135	+.084	+.089	+.089
JAM Distributing Co. 7010 Mykawa, Houston, TX 77033 713-844-7788	+.10	+.10 Diesel Fuel	+.10 Ultra Low Sulphur
Pumpelly Oil Co., LLC 16450 Lee Road Humble, TX 77396 281-272-0115	+.0263	+.1173	+.1173
Sun Coast Resources, Inc. 6922 Cavalcade Houston, TX 77028 713-844-9608	+.05	+.05	+.05
Petroleum Traders Corp. 7120 Pointe Inverness Way Fort Wayne, IN 46804 800-348-3705 X1002	+.0981	+.0981	+.0981
**Alternate	\$2.5679 Fixed Rate	No Bid	No Bid

**CITY OF TOMBALL
PROJECT 2010-03
BID – DIESEL FUEL AND GASOLINE
DUE: 10:00 a.m., Tuesday, March 23, 2010**

TERMS, CONDITIONS, AND SPECIFICATIONS

The City of Tomball is accepting bids for the purpose of identifying a vendor to supply **#2 TXLED, High Sulphur Diesel Fuel, #2 TXLED Low Sulphur Diesel Fuel, and Reformulated Midgrade 89 Octane Gasoline** for use in City vehicles. Suppliers will be required to deliver requested orders to the **City of Tomball, Service Center, 501 James, Tomball, Texas 77375**.

The successful bidder shall furnish the necessary personnel, services, and facilities to provide and deliver fuels requested by the City. The fuels to be provided shall meet or exceed the specifications outlined in this bid package.

1. PREPARATION OF BIDS –

- a. Bidders are expected to examine the specifications and all instructions. Failure to do so will be at bidder's risk.
- b. Each bidder shall furnish the information required on the City's bid form. Erasures or other changes must be initialed by the person signing the bid.
- c. Any bid not in complete compliance with stipulations and not submitted on the City of Tomball bid form will be rejected.

2. SUBMISSION OF BIDS –

Bids shall be enclosed in sealed envelopes, addressed to:

**Theresa Witt, Purchasing Agent
City of Tomball
501 James Street
Tomball, Texas 77375
Project 2010-03(DO NOT OPEN)**

3. LATE BIDS – Bids received after the time set for opening will not be considered.

4. AWARD OF CONTRACT –

- a. The contract will be awarded to that responsible bidder whose bid, conforming to these bid documents, will be most advantageous to the City of Tomball, price and other factors considered.

(1)

- b. All bidders reserve the right to submit an alternate bid for consideration by the City of Tomball. If an alternate bid is being submitted, complete specifications and/or terms must accompany bid at time of bid opening.
- c. The City of Tomball reserves the right to accept, reject, or postpone any or all bids and to waive any irregularities in bidding.

5. **INSURANCE** – At any and all times during the term of this Contract, Contractor agrees to carry insurance at its own expense with responsible insurance companies acceptable to City of the types and in the minimum amounts set forth below. Unless prohibited by law, all policies of insurance held or obtained by Contractor and each sub-contractor, whether required by this Contract or not, shall be sufficiently endorsed to waive any and all claims by the underwriters or insurers against City, their officers, directors, agents, employees, and invitees, for injuries, death, losses and insurance damages covered by such policies. Contractor shall have its insurance underwater deposit with city before starting any work under this Contract certificates of insurance showing all insurance coverage and providing for not less than ten (10) days prior written notice of cancellation, reduction or other material change. Contractor will promptly following the execution of this Contract obtain from its insurers a Waiver of Subrogation against City, their officers, directors, agents, employees, and invitees.

a. **Workmen's Compensation** – In accordance with the laws of the State of Texas.

1. Employee's Liability subject to a limit of not less than \$500,000.

b. **Comprehensive Automobile Liability** – With limits not less than \$500,000 Combined Single Limit per Occurrence for both Bodily Injury and Property Damage.

c. **Comprehensive General Liability** – Including Contractual and completed operations – products Liability and Independent Contractors Coverage with limits not less than \$1,000,000 Combined Single Limit Per Occurrence for both Bodily Injury and Property Damage. Also, the City of Tomball should be named as an additional insured on all contractors' general liability policies.

d. Excess and umbrella liability insurance to cover excess damages of the specific coverages above, with a limit of not less than \$1,000,000.

1. **WARRANTIES** – The successful bidder agrees to replace any fuels not meeting City of Tomball specifications at no cost to the City. The successful bidder further agrees to repair and make whole all engine damage resulting from the placement of such fuels in City vehicles.

2. **LENGTH OF CONTRACT** – The length of this contract shall be two years from award date with an option to renew differential rate for an additional two years.

(2)

3. **SUBCONTRACTING** – No part of this bid shall be subcontracted to another party for furnishing gasoline or diesel fuel without the written approval of the City of Tomball.
4. **PRICES** – Bidders are required to bid a price differential above or below the average PAD3 report for Houston, Texas, published by the Oil Price Information Service. Pricing shall be based upon the bidder's price differential to the PAD3 effective on the day in which purchased fuel is received.
5. **PRICE DOCUMENTATION** – The successful bidder shall submit a letter along with each invoice for delivered fuel that includes the following:

#2 TXLED , High Sulphur Diesel Fuel, 40 Cetane Minimum

OPIS Average Price –Date of Delivery	\$X.XXX
Differential – Firm for term of contract	<u>X.XXX</u>
TOTAL PRICE PER GALLON	\$X.XXX

Midgrade Reformulated Gasoline 89 Octane

OPIS Average Price – Date of Delivery	\$X.XXX
Differential – Firm for term of contract	<u>X.XXX</u>
TOTAL PRICE PER GALLON	\$X.XXX

#2 TXLED, Low Sulphur Diesel Fuel

OPIS Average Price – Date of Delivery	\$X.XXX
Differential – Firm for term of contract	<u>\$X.XXX</u>
TOTAL PRICE PER GALLON	\$X.XXX

Attach to the letter a copy of the OPIS PAD3 report, (Date in which invoiced fuel was delivered to the City of Tomball). The letter shall be submitted to:

**Purchasing Agent
City of Tomball
501 James Street
Tomball, Texas 77375**

6. **DISTRIBUTING OFFICE** – Bidder shall have a local office within a 100-mile radius of the point of delivery, which shall be the Service Center, 501 James St., Tomball, Texas 77375.
7. **DELIVERY CHARGES** – No additional charge for the delivery of gasoline or diesel will be paid by the City of Tomball. All such charges must be calculated in the price differential and must include any freight charges. The City of Tomball will pay mandated State and Federal taxes and/or fees as required by law.

(3)

8. **DELIVERY AUTHORIZATION** – The successful bidder will be issued a purchase order with each load of fuel delivered. Orders will be placed by the Purchasing Agent by telephone. Site changes must be approved in writing by the Director of Public Works before any deliveries are made to other sites.

9. **DELIVERIES** – Deliveries of gasoline ordered shall be within one (1) working day following the placing of the order. Deliveries shall be completed between 7:45 A.M. and 2:00 P.M., Monday through Friday. Trucks making deliveries shall be equipped with proper ticket printers, meters, or State of Texas certified truck marking to assure accurate measure.

10. **QUALITY ASSURANCE** – The City of Tomball shall have the right upon each delivery of the gasoline or diesel or at any other time to determine compliance with such standards by performing tests in accordance with the methods prescribed by the American Society for Testing Materials (“ASTM”).

If the contractor questions or disputes the right of tests made by City of Tomball, the City shall have the right to appoint a chemist to make such tests as it may deem necessary. The expense of such tests shall be paid by the contractor if it is determined that any gasoline failed to satisfy the quality standards set forth herein; and shall be paid by the City of Tomball if it is determined that any gasoline or diesel satisfied such quality standards.

11. **MSDS** – The successful bidder must furnish the necessary material Safety Data Sheets for the products delivered.

12. **PAYMENT OF CONTRACT** – Payment will be processed from receipt of delivery ticket and invoice.

PROJECT 2010-03
Diesel Fuel and Gasoline
Due: 10:00 A.M., Tuesday, March 23, 2010

BID QUOTE SHEET

Please state your bid prices for #2, TXLED high sulphur diesel fuel, #2, TXLED low sulphur diesel fuel, and 89 Octane (Midgrade) Reformulated gasoline for the contract period of two years from contract award.

REFORMULATED MIDGRADE 89 OCTANE GASOLINE

Differential (Indicate + or -) \$ _____/gal.

#2, TXLED, HIGH SULPHUR DIESEL FUEL 40 CETANE MINIMUM

Differential (Indicate + or -) \$ _____/gal.

#2, TXLED, LOW SULPHUR DIESEL FUEL

Differential (Indicate + or -) \$ _____/gal.

DIFFERENTIAL TO REMAIN FIRM FOR A PERIOD OF TWO YEARS FROM CONTRACT AWARD WITH AN OPTION TO RENEW DIFFERENTIAL RATE FOR AN ADDITIONAL TWO YEARS.

PLEASE INDICATE BRAND OF GASOLINE/DIESEL BEING BID:

COMPANY: _____

ADDRESS: _____

TELEPHONE: _____

AUTHORIZED REPRESENTATIVE: _____

DATE: _____

Quote Sheet (continued)

The undersigned bidder's agent hereby proposes and agrees to furnish products or provide service in strict compliance with the specifications and conditions at the prices quoted. The bidder affirms that, to the best of his knowledge, the bid has been arrived at independently and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give them an unfair advantage over other bidders in award of this bid.

NOTE: No fax or telecopy will be accepted by the City of Tomball as a proposal for diesel fuel and gasoline.

Receipt is hereby acknowledged of the following addendum _____

DATE: _____

SIGNED: _____
(Title)

ACCEPTED AND APPROVED THIS _____ DAY OF _____, 2010.

BY: _____
Christal Kliewer
ASSISTANT CITY MANAGER

Regular City Council Agenda Item Data Sheet

Meeting Date: April 5, 2010

Topic:

Approve an Interlocal Agreement through the City of Garland for the Purchase of Goods and Services.

Background:

During a recent bid process, Reliable Chevrolet was the low bidder for a police vehicle and the bid was awarded at the March 15 regular City Council meeting. Reliable Chevrolet had placed the bid through an existing contract with the City of Garland.

At the time of the bid award, we did not know that an Interlocal agreement with the City of Tomball was required. However, subsequent to the March 15 bid award, we were notified of such a requirement.

Interlocal agreements between cities require City Council approval.

Origination:

Glenn Windsor, Finance Director/Treasurer

Recommendation:

Staff recommends approval of the agreement.

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

Glenn Windsor, Finance Director/Treasurer

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

ATTACHMENTS:

Interlocal Purchasing Agreement

COOPERATIVE INTERLOCAL AGREEMENT

This agreement made and entered into this _____ day of _____, 20_____, by and between City of Tomball, Texas (hereinafter called "THIS GOVERNING BODY"), GEUS and other governmental entity as defined under § 791.003. of Texas Governmental Code, Interlocal Cooperation Contracts, (hereinafter called "COOP ENTITY") each acting by and through its duly authorized officials:

WHEREAS, THIS GOVERNING BODY and COOP ENTITY are both governmental entities engaged in the purchase of goods and services, which is a recognized governmental function;

WHEREAS, THIS GOVERNING BODY and COOP ENTITY wish to enter into an Interlocal Agreement pursuant to Chapter 791 of the Texas Government Code (hereinafter "Interlocal Cooperation Act") to set forth the terms and conditions upon which THIS GOVERNING BODY and COOP ENTITY may purchase various goods and services commonly utilized by each entity;

WHEREAS, participation in an interlocal agreement will be highly beneficial to the taxpayers of THIS GOVERNING BODY and COOP ENTITY through the anticipated savings to be realized and is of mutual concern to the contracting parties;

WHEREAS, THIS GOVERNING BODY and COOP ENTITY have current funds available to satisfy any fees owed pursuant to this Agreement.

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and obligations as set forth herein; THIS GOVERNING BODY and COOP ENTITY agree as follows:

1. THIS GOVERNING BODY and COOP ENTITY may cooperate in the purchase of various goods and services commonly utilized by the participants, where available and applicable, and may purchase goods and services from vendors under present and future contracts;
2. THIS GOVERNING BODY and COOP ENTITY shall each be individually responsible for payments directly to the vendor and for the vendor's compliance with all conditions of delivery and quality of purchased items under such contracts. THIS GOVERNING BODY and COOP ENTITY shall each make their respective payments from current revenues available to the paying party;
3. The Agreement shall be in full force and effect until terminated by either party;
4. Notwithstanding anything herein to the contrary, participation in this Agreement may be terminated by either party upon thirty (30) days written notice to another participating entity;
5. The undersigned officer and/or agents of the party(ies) hereto are duly authorized officials and possess the requisite authority to execute this Agreement on behalf of the parties hereto;
6. This Agreement may be executed separately by the participating entities, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

GOVERNMENTAL ENTITY INTERLOCAL AGREEMENT

EXECUTED hereto on the day and year first above written.

CITY OF TOMBALL, TEXAS

BY: _____

TITLE _____

CITY OF TOMBALL, TX 77375

ATTEST:

GEUS

BY: _____

BY: _____

David McCalla

TITLE: _____

TITLE: _____

General Manager

Approved as to form:

BY: _____

TITLE: _____

Regular City Council

Agenda Item

Meeting Date: April 5, 2010

Data Sheet

Topic:

Consideration and Possible Action Regarding **SHEPHERD'S PROPERTY – FINAL PLAT**: Being a 1.2613 Acre Tract Situated in the City of Tomball, Texas in the Joseph House Survey, Abstract 314, Harris County, Texas, Being Comprised of a 0.9485 Acre Tract (H.C.C.F. NO. Z-433094) and a 0.3127 Acre Tract (H.C.C.F. NO. S-775139)

Background:

The Planning and Zoning Commission approved **SHEPHERD'S PROPERTY - FINAL PLAT** with contingencies on February 8, 2010. The plat is now being forwarded to City Council for approval consideration.

Origination:

Engineering and Planning Department

Recommendation:

Engineering and Planning Department recommend approval.

Funding:

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

Kelly Violette, City Planner

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

Regular City Council

Agenda Item

Meeting Date: April 5, 2010

Data Sheet

Topic:

Approve Proposal from Cobb, Fendley and Associates for Landman and Appraisal Services Associated with the Tomball Hufsmith Water and Gas Improvements Project, in an Amount Not to Exceed \$103,250.00

Background:

The Hufsmith Water and Gas Improvements Project is a currently listed budgeted project. The final design and the proposed water and gas line improvements are nearing completion. The necessary metes and bounds descriptions have been completed. The proposal dated March 26, 2010 (attached) addresses verifying updated ownership research, appraisal services, and acquisition services. Engineering and Planning Department request approval of the contract and authorizing the Mayor and City Secretary to execute the attached City of Tomball standard Professional Services Agreement. A map depicting the locations of the easements is attached for reference.

Origination:

Engineering and Planning Department

Recommendation:

Engineering and Planning Department recommend approval

Funding: Yes

Account Number: 600-613-6409;600-615-6409

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

Mark McClure, Director of Engineering and Planning

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

ATTACHMENTS:

Cobb Fendley Proposal
Professional Services Agreement
Property Owners Map
Control Map

March 26, 2010

Mark A. McClure
City of Tomball
Director of Engineering & Planning
501 James Street
Tomball, Texas 77375

Re: Tomball Huffsmith Road ROW and Proposed Sewer Line Easement

Dear Mr. McClure:

Cobb, Fendley & Associates, Inc. is pleased to provide you with this proposal for services associated with the above-referenced project. These services will include updated ownership research and acquisition of easements. The proposed Scope of Services, Basis of Compensation and Schedule of Work are outlined below and on the following pages.

SCOPE OF SERVICES

- Order Appraisals from certified appraiser on parcels where no donation was offered. Review appraisals and send to City of Tomball for final review and approval before offer is made
- Meet with property owners to negotiate the acquisition and inquire as to any liens or existing encumbrances
- Prepare all documentation necessary for acquisition, to include cover letters, easements and title curative instruments as needed, e.g. release of lien, under the direction of the City of Tomball attorney.
- Meet with property owners to obtain executed easement instruments.
- Record documents in public records.
- Furnish closed file to City of Tomball.
- Prepare paper work and work with City Attorney if Condemnation is necessary.

Mr. McClure
March 24, 2010
Page 2

BASIS OF COMPENSATION

The work outlined in the Scope of Services can be provided on an hourly basis at the following rates:

Appraisals \$2,250 - \$2,750 per parcel for 18 parcels depending on land type. Twelve parcels @ \$2,750.00, Five parcels @ \$2,250.00 and One parcel @ \$2,500.00. The total not to exceed for appraisal's is \$46,750.00.

The Appraisals will be prepared by Michael J. Urban Real Estate Appraisers

Acquisition \$2,500.00 per parcel 18 parcels. The total not to exceed price for acquisition is \$45,000.00.

Reimbursable expenses (e.g. copies of public records, recording fees, etc.) associated with the work will be invoiced at cost. Mileage will be reimbursed at the standard IRS rate. The total not to exceed for reimbursables is \$2,500.00.

If the Relocation of 3 Home owners and or tenants is required on this project. The relocation per parcel will be \$3,000.00. The total not to exceed price for Relocation is \$9,000.00.

Total Not to Exceed authorization is \$103,250.00

SCHEDULE OF WORK

Cobb, Fendley & Associates, Inc. can begin work on this project upon receiving written authorization to proceed. Four to Eight months will be required to complete the acquisition. In the event of circumstances which may cause unusual delay, the City of Tomball will provide specific instructions on a property by property basis.

If the Scope of Services, Basis of Compensation and Schedule of Work are acceptable, please execute below to authorize commencement of the work. Thank you for the opportunity to submit this proposal. We are looking forward to proceeding with this project.

Respectfully yours,
COBB, FENDLEY & ASSOCIATES, INC.



Arthur D. West
Right of Way Manager

PROFESSIONAL SERVICES AGREEMENT
(Not Including Architectural or Engineering Services)
(Current as of 07-07-09)

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AGREEMENT is made, entered into, and executed by and between the CITY OF TOMBALL, TEXAS (the "City"), a municipal corporation of the State of Texas, and _____ ("_____").

WITNESSETH:

WHEREAS, _____ represents that it is capable of providing and qualified to provide professional services to the City and _____ desires to perform the same;

NOW, THEREFORE, the City and _____ in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

1.

SCOPE OF AGREEMENT

_____ agrees to perform certain professional services as outlined and defined in the Proposal attached hereto as Exhibit A, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay _____ compensation as stated in the sections to follow.

2.

CHARACTER AND EXTENT OF SERVICES

_____ shall do all things necessary to render the services and perform the Scope of Work in a professional and workmanlike manner. It is expressly understood and agreed that _____ is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that _____ shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

3.

OWNERSHIP OF WORK PRODUCT

_____ agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by

_____ pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same.

4.

TIME FOR PERFORMANCE

The time for performance is as estimated in Exhibit A attached hereto. Upon written request of _____, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which _____ has no control.

5.

COMPLIANCE AND STANDARDS

_____ agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and _____'s performance.

6.

INDEMNIFICATION

_____ shall and does hereby agree to indemnify, defend, and hold harmless the City, its officers, agents, and employees from any and all damages, loss or liability of any kind whatsoever, by reason of death or injury to property or third persons caused by the negligent act or omission of _____, its officers, agents, employees, invitees or other persons for whom it is legally liable, with regard to the performance of this Agreement, and _____ will, at its cost and expense, defend, pay on behalf of, and protect the City and its officers, agents, and employees against any and all such claims and demands. Such indemnity shall apply where the suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney fees arise in whole or in part from the negligence of _____.

7.

COMPENSATION

For and in consideration of the services rendered by _____ pursuant to this Agreement, the City shall pay _____ only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$_____, plus reimbursable expenses.

**8.
INSURANCE**

_____ shall procure and maintain insurance in accordance with the terms and conditions set forth in Exhibit "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

**9.
TERMINATION**

The City may terminate this Agreement at any time by giving seven (7) days prior written notice to _____. Upon receipt of such notice, _____ shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, _____ shall submit a statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay _____ that proportion of the prescribed charges which the services actually performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed maps, studies, reports, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

**10.
ADDRESSES, NOTICES AND COMMUNICATIONS**

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to _____ at the following address:

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City Manager
City of Tomball
401 W. Market Street
Tomball, Texas 77375

11.
LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, _____ has been advised by the City and _____ clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that _____ may become entitled to hereunder and the total sum that the City shall become liable to pay to _____ hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

12.
SUCCESSORS AND ASSIGNS

The City and _____ bind themselves and their successors, executors, administrators, and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of such other party, in respect to all covenants of this Agreement. Neither the City nor _____ shall assign, sublet, or transfer its interest in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body which may be a party hereto.

13.
DISCLOSURE OF INFORMATION

_____ shall under no circumstances release any material or information developed in the performance of its services hereunder without the express written permission of the City.

14.
MODIFICATIONS

This instrument, including Exhibits A and B, contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

15.
ADDITIONAL SERVICES

If authorized in writing by the City, _____ shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the Scope of Work, as defined in Exhibit "A." These

Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

16.
CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, _____ shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

17.
PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with _____'s standard invoicing practices and will be submitted to the City by _____ at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

18.
MISCELLANEOUS PROVISIONS

A. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

B. This Agreement is for sole benefit of the City and _____, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

IN WITNESS WHEREOF, the City of Tomball, Texas, has lawfully caused this Agreement to be executed by its Mayor; and _____, acting by its duly authorized officer/representative does now sign, execute and deliver this instrument.

EXECUTED on the _____ day of _____ 200__.

ATTEST:

CITY OF TOMBALL, TEXAS

Doris Speer, City Secretary

Gretchen Fagan, Mayor

By: _____
Name: _____
Title: _____

EXHIBIT "A"
SCOPE OF WORK
AND
BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

EXHIBIT "B"
INSURANCE

This document is released for the purpose of review under the authority of Timothy W. Robertson, P.E. 25205 on November 18, 2009. It is not to be used for construction, bidding, or permit purposes.

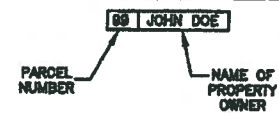


O'Malley Engineers
TDRS No. F-9244
203 S. Jackson
Brenham, Texas 77833
(979) 636-7997

CITY OF TOMBALL
E. HURFARTH WATER LINE
AND GAS LINE

PARCEL NUMBER	PROPERTY OWNER	PLAN SHEET #	EASEMENT REQUIRED/EXISTING	R.O.W. REQUIRED/EXISTING
1	NOT USED	-	-	-
2	ALTA FAYE STOKLEY & MELVIN LEE STOKLEY	18	REQUIRED	REQUIRED
3	FRANK RHANE & DEANNA KRZENSKI	18	REQUIRED	REQUIRED
4	CENTERPOINT ENERGY	18	REQUIRED	REQUIRED
5	RUSS & JERI BROWN	15,18	REQUIRED	REQUIRED
6	FRANK J. HIEDEN	15	REQUIRED	REQUIRED
7	DOROTHY JOHNSON	14,15	REQUIRED	REQUIRED
8	BOBBY L. GUNTER	14	REQUIRED	REQUIRED
9	PABLO SALAZAR & MARIA D. YEPES	14	REQUIRED	REQUIRED
10	AARON MATTHEWS	13,14,17	REQUIRED	REQUIRED
11	OLIVER SUHONEN	13	REQUIRED	REQUIRED
12	DAVID NOEL SMITH	11,12,13	REQUIRED	REQUIRED
13	FRANK METZLER, ET UX	11,12	REQUIRED	REQUIRED
14	JAYANTI K. PATEL	9,10,11	REQUIRED	REQUIRED
15	AMADEO & MARINELA VALADEZ	8,9	REQUIRED	REQUIRED
16	CITY OF TOMBALL	8,7	REQUIRED	REQUIRED
17	DANNETTE Y. DIETZ	13,17	-	-
18	BILLY GALE & VIRGIE H. WILLIAMS	17	-	-
19	JONATHAN L. & JENNY M. NOLEN	17	-	-
20	ROBERT G. SMITH	7,8	REQUIRED	REQUIRED
21	DISTRICT & URBAN (TEXAS), INC.	5,6	REQUIRED	REQUIRED
22	LUCRETIA LOPEZ	5,8	REQUIRED	REQUIRED
23	BRIGYN HOLDINGS, LLC	5	-	EXISTING
24	HIGH HEATER LLC	5,6,7	-	EXISTING
25	GUSSIE ASHLEY RUDEL	7	-	REQUIRED
26	RAYFORD L. STOKES, TRUSTEE	7,8	-	REQUIRED
27	THOMAS & DANA WADE	8	-	REQUIRED
28	ABANDONED ANIMAL RESCUE INC.	8	-	REQUIRED
29	PIERCE OWENS	8,9	-	REQUIRED
30	JAMES K. BABB	9	-	EXISTING
31	DEAN & LAURA POPIEL	9	-	EXISTING
32	HARRIS COUNTY FLOOD CONTROL	9,10	-	-
33	DEBORAH LYNN WATSON	10,11	-	EXISTING
34	ADAM RUIZ, JR.	11	-	EXISTING
35	ARCHIE F. & DORIS MAYWALD	11,12	-	EXISTING
36	JAMES D. & MARILYN DUNAGIN	12,13	-	EXISTING
37	DANIEL G. RODANO	13	-	EXISTING
38	DANIEL & CHERYL RODANO	13,14	-	EXISTING
39	PERRY & DEBRA POGUE	14,15	-	REQUIRED
40	TROY W. & BARBARA LANGDON	15,16	-	REQUIRED
41	SAMMIE JEAN COLE	16	-	EXISTING
42	SNM PROPERTIES, LLC	16	-	EXISTING
43	COUNTY OF HARRIS	15	-	REQUIRED
44	LOWELL L. COX & ALYNE KEEFER COX	9,10	REQUIRED	REQUIRED

LEGEND FOR PLAN SHEETS



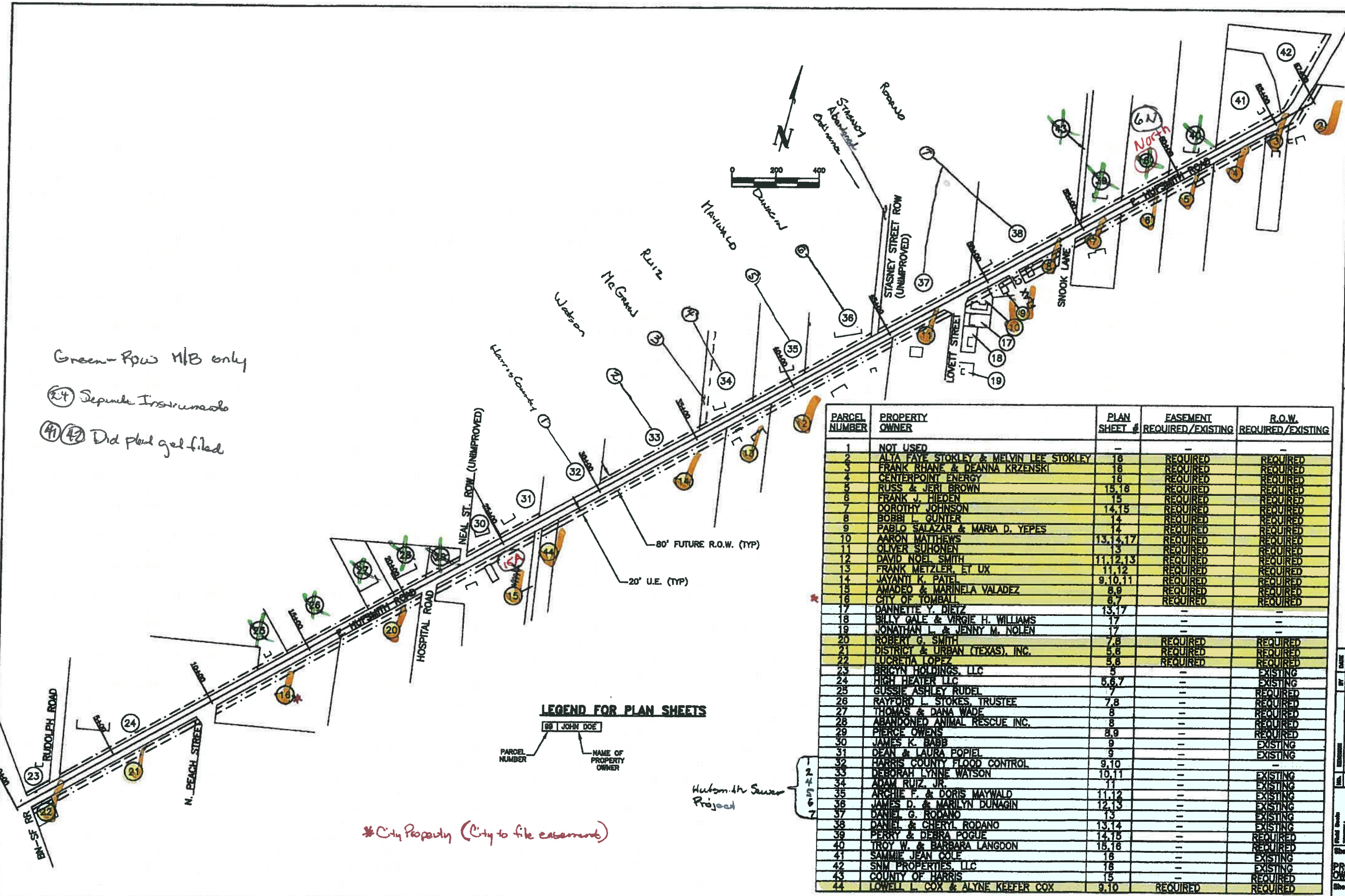
Hurfsmith Sewer Project

*City Property (City to file easement)

Green - RPO 11/3 only

(24) Separate Instruments

(41)(42) Did plat get filed



Regular City Council Agenda Item Data Sheet

Meeting Date: April 5, 2010

Topic:

Approve Request by the Owners of Pine Country Subdivision, Section One, for the Extension of City of Tomball's Water Main to Service Their Eight-Lot Subdivision.

Background:

A complete review has been prepared, reference attached memorandum, dated March 23, 2010.

Origination:

Engineering and Planning Department

Recommendation:

Engineering and Planning Department recommend approval.

Funding: Yes

Account Number: 600-613-6207; 100-156-6302

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

Mark McClure, Director of Engineering

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

ATTACHMENTS:

PCOT Request for Water & Gas Memo 03.23.10

CITY OF TOMBALL
MEMORANDUM

Date: March 23, 2010**To:** City Council**From:** Mark McClure, P.E., Director of Engineering & Planning **Subject:** Request for Water & Gas Extension to Service Pine Country Subdivision,
Section I**Cc:** Christal Kliever, City Manager
Glen Windsor, Director of Finance**Request:**

The Owners of the Pine Country Subdivision, Section I have requested the extension of the City water main to service their eight lot subdivision.

Background:

Section I includes eight lots that front on the westerly side Tomball Cemetery Road. The property was annexed and platted in 2002. At the time of platting, utilities were not available, therefore, the Owners installed water wells and septic systems. In approximately 2006-07 utilities were extended by the City to the intersection of FM 2920 and Tomball Cemetery Road. Recently, utilities were installed northerly from FM 2920 along Tomball Cemetery Road to service Sections II and III of the Pine Country Subdivision. The utilities and infrastructure in Section II and III have been installed with the subdivision substantially complete (February 2010). Sanitary sewer service is available to the rear of Section I and the Owners have present access to pay tap fees and connect to the City sewer collection system. A 12" water line and a 4" gas line have been stubbed out to the southeasterly of Lot 8 of Section I and to the northwesterly corner of Lot 1 of Section I. The subject request would require the construction of approximately 1100 linear feet of 12" waterline and 4" gas line extending along the easterly side of lots 1-8 and along the northerly side of Lot 1 in an existing 20' utility easement. Copies of plats depicting the various Sections of the overall Pine Country Subdivision are attached.

In June of 2009, the Engineering and Planning Department (E&P) received a request from one of the lot owners requesting water and wastewater connections. The request was formalized and submitted to the City Manager June 16, 2009 for consideration and further advisement (reference attached email). In early 2010, the Engineering and Planning Department was provided a copy of a fax dated December 11, 2009 from all of the Owners of lots 1-8, except lot 3, requesting City services (reference attached).

ORDINANCE REQUIREMENT: Chapter 82 of the City's Code of Ordinances reference two options, more or less (1) the Owner is responsible for the cost or (2) can request assistance from the City if funds are available. A brief discussion of both options is presented as follows:

(1) Owner Cost Option: This section will require a utility plan prepared by a licensed Professional Engineer. Specifically, Section 82-231 presents:

Sec. 82-231. When construction permitted.

All persons, including subdividers, property owners and developers, hereinafter referred to as "subdividers", who own or control property which is so situated with reference to any sewer or water line in the city as, in the opinion of the city council or such officer as may be designated for the purpose, to make it practical to connect with any sewer or water line, may, at their cost and expense, lay and construct water and sewer lines in and along the streets and ways of the city to connect with such water and sewer lines in accordance with the master plan of the city and such conditions as may be prescribed by the ordinances or the city council.

(Code 1978, § 5-61)

(2) City Cost Option: Specifically, Section 82-237 presents:

Sec. 82-237. Extension of city-owned utilities; requiring connections to city water, sewer and gas lines for service of new construction.

(a) Utility extensions by the city. It is the policy of the city to extend any or all municipally-owned utilities to unserved residences or businesses when budgeted and appropriated city funds for such extension are available, in accordance with the criteria below:

(1) Requests for extensions will be addressed in the order in which they are received. The availability of funds for that specific program will be the first requirement considered.

(2) Annual estimated revenue to the city over five years must equal or exceed the estimated cost of installation to be paid by the city, less applicable capital recovery fees. Revenue is estimated by the finance director, based on current average annual billings for the category of use. Construction cost is estimated by the public works director using current unit pricing for materials, equipment use and labor.

(3) Full payments of the required contribution to the city have all been received for the specific program.

(4) The city will extend water utility service if adequate service can be provided (i) in compliance with Texas Water Commission regulations and guidelines, and (ii) as necessary to supply fire protection services, including the sizing of lines as determined appropriate by the city to meet anticipated future service needs. Sewer service will be extended consistent with available capacity, including the sizing of lines as determined appropriate by the city to meet anticipated future service needs. Gas service will be extended in a similar manner.

(5) This policy does not impose any obligation on the city to extend city utilities when such extensions are the responsibility of the owner, builder or developer.

(b) Nondiscriminatory administration of policy. It is the policy and goal of the city to provide utilities, in accordance with the guidelines of this article, to all citizens on an

equal, nondiscriminatory basis. The city is committed to the furtherance of this policy and goal.

(c) Water, sewer and gas connections required for new construction. All new construction, residential or commercial, shall be connected to and use the city owned water, sewer and gas utilities if such utility service lines are located within 100 feet of any property lines of the subject lot, tract or parcel of land at the time of construction. New construction does not include remodeling or add-ons to existing residential or commercial improvements.

(d) Penalties. Any person, corporation or entity who or which violates the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00 per offense. Each day in which any violation shall occur, or each occurrence of any violation, shall constitute a separate offense.

(Ord. No. 93-08, §§ 3--6, 7-12-93)

E&P requested summary materials, equipment, and labor cost from the Public Water Department (PW) to install the water and gas lines. PW estimated the material cost at \$28,624.93 and the material/labor cost at \$12,083.84. E&P estimates Professional Services including Engineering and Surveying, totaling \$15,380.00.

Based on Section 82-237 (previously cited) and the City's Administrative Policies, Rules and Procedures, Policy No. 58, Subject: "*Extending Water, Sewer, and Gas Utilities to Existing Residences or Businesses Not Currently Served By Any or All of These Utilities*" (attached), the following table was prepared to break down the net cost and payback for extensions as prescribed by Ordinance:

Water & Gas Extension for Pine Country Subdivision Section One Residential Calculations

Total Number of Customers and Impact Fees

Number of Customers	8
Impact Fees (Before June 1, 2010)	\$1,162.98
Total Impact Fees	\$9,303.84

Total Cost of Installation

Engineering & Surveying	\$15,380.00
Material (12" Waterline and 4" Gas line)	\$28,624.93
Labor & Equipment	\$12,083.84
Total Estimated Cost	\$56,088.77

Net Cost

Total Estimated Cost	\$56,088.77
Capital Recovery (Total Impact Fees)	\$9,303.84
Net Cost	\$46,784.93

Water Usage Payback

Months	60
Average Month Rate (ref. attached determination)	\$38.46
Total Billed (Jan 1 - Dec 31, 2009)	\$1,146,027.04
Total Number of Meters (Jan 1 - Dec 31, 2009)	29,797
5 Years' Revenue	\$2,307.60
Water Usage Payback	\$18,460.80

Gas Usage Payback

Months	60
Average Month Rate (ref. attached determination)	\$52.80
Total Billed (Jan 1 - Dec 31, 2009)	\$1,322,099.32
Total Number of Meters (Jan 1 - Dec 31, 2009)	25,042
5 Years' Revenue	\$3,168.00
Gas Usage Payback	\$25,344.00

Net Difference

Net Cost	\$46,784.93
Water Usage Payback	\$18,460.80
Gas Usage Payback	\$25,344.00
Net Difference	-\$2,980.13

Section 82-237 (a)(2) states that the annual estimated revenues over five years must equal or exceed the estimated cost of installation to be paid by the City less applicable capital recovery fees. The analysis determined a negative difference in payback. However, based on the number of residents and in reference to the waterline sizing, based on Texas Administrative Code (TAC) requirements (i.e., 30 TAC 290.44, attached) only a 2" waterline would be required. The 12" waterline is required by the City consistent with the City's 10-Year Infrastructure Plan, allowing for system expansion and future connections. Historically, the City has contributed to infrastructure over sizing cost, consistent with the 10-Year Infrastructure Plan (reference attached). In addition, the waterline extension will also provide fire protection for these residences and adjacent area.

Summary:

Should Council agree to the extension of water and gas to service Pine Country Section I and based on the determination that funds are available for the design, materials, and equipment, E&P recommend the following course of action be approved by City Council:

1. Finance Department confirm/determine funding source for Professional Services totaling \$15,380.
2. Public Works Department confirm the available funding source for materials determined necessary for the installation by the Public Water Department totaling \$28,624.93.
3. Collect the required tap and water impact fees from each Owner.
4. E&P to negotiate and manage the Professional Services Agreement.
5. City Manager to execute Professional Services Agreement.
6. Public Works Department to complete installation per design plans.

Attn: David Kuffman

December 11, 2009

CITY OF TOMBALL

FROM THE HOME OWNERS ON TOMBALL CEMETERY RD OR
PINE COUNTRY OF TOMABLL

We are all requesting to see if we can tie into the city sewer and drill are own water
wells so that each ½ acre lot or property owner can have its own water supply. Inless some how
theres a way to get city water.

Below is each lot number and owners name

Vallie Harrison Lot 1 and 2

Vallie Harrison

Buster Teague Lot 4 and 5

Buster Teague

Justin Teague Lot 6

Justin Teague

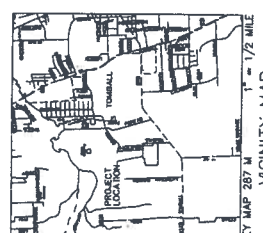
Brandon Teague Lot 7

Brandon Teague

Roy Teague Lot 8

Roy Teague

PHONE NUMBER TO BE REACH AT (832)256-3705



Block	Lot	Area	Owner	Remarks
1	1	0.12	PCOT INVESTMENTS, INC.	
1	2	0.12	PCOT INVESTMENTS, INC.	
1	3	0.12	PCOT INVESTMENTS, INC.	
1	4	0.12	PCOT INVESTMENTS, INC.	
1	5	0.12	PCOT INVESTMENTS, INC.	
1	6	0.12	PCOT INVESTMENTS, INC.	
1	7	0.12	PCOT INVESTMENTS, INC.	
1	8	0.12	PCOT INVESTMENTS, INC.	
1	9	0.12	PCOT INVESTMENTS, INC.	
1	10	0.12	PCOT INVESTMENTS, INC.	
1	11	0.12	PCOT INVESTMENTS, INC.	
1	12	0.12	PCOT INVESTMENTS, INC.	
1	13	0.12	PCOT INVESTMENTS, INC.	
1	14	0.12	PCOT INVESTMENTS, INC.	
1	15	0.12	PCOT INVESTMENTS, INC.	
1	16	0.12	PCOT INVESTMENTS, INC.	
1	17	0.12	PCOT INVESTMENTS, INC.	
1	18	0.12	PCOT INVESTMENTS, INC.	
1	19	0.12	PCOT INVESTMENTS, INC.	
1	20	0.12	PCOT INVESTMENTS, INC.	
1	21	0.12	PCOT INVESTMENTS, INC.	
1	22	0.12	PCOT INVESTMENTS, INC.	
1	23	0.12	PCOT INVESTMENTS, INC.	
1	24	0.12	PCOT INVESTMENTS, INC.	
1	25	0.12	PCOT INVESTMENTS, INC.	
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1	30	0.12	PCOT INVESTMENTS, INC.	
1	31	0.12	PCOT INVESTMENTS, INC.	
1	32	0.12	PCOT INVESTMENTS, INC.	
1	33	0.12	PCOT INVESTMENTS, INC.	
1	34	0.12	PCOT INVESTMENTS, INC.	
1	35	0.12	PCOT INVESTMENTS, INC.	
1	36	0.12	PCOT INVESTMENTS, INC.	
1	37	0.12	PCOT INVESTMENTS, INC.	
1	38	0.12	PCOT INVESTMENTS, INC.	
1	39	0.12	PCOT INVESTMENTS, INC.	
1	40	0.12	PCOT INVESTMENTS, INC.	
1	41	0.12	PCOT INVESTMENTS, INC.	
1	42	0.12	PCOT INVESTMENTS, INC.	
1	43	0.12	PCOT INVESTMENTS, INC.	
1	44	0.12	PCOT INVESTMENTS, INC.	
1	45	0.12	PCOT INVESTMENTS, INC.	
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1	59	0.12	PCOT INVESTMENTS, INC.	
1	60	0.12	PCOT INVESTMENTS, INC.	
1	61	0.12	PCOT INVESTMENTS, INC.	
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1	66	0.12	PCOT INVESTMENTS, INC.	
1	67	0.12	PCOT INVESTMENTS, INC.	
1	68	0.12	PCOT INVESTMENTS, INC.	
1	69	0.12	PCOT INVESTMENTS, INC.	
1	70	0.12	PCOT INVESTMENTS, INC.	
1	71	0.12	PCOT INVESTMENTS, INC.	
1	72	0.12	PCOT INVESTMENTS, INC.	
1	73	0.12	PCOT INVESTMENTS, INC.	
1	74	0.12	PCOT INVESTMENTS, INC.	
1	75	0.12	PCOT INVESTMENTS, INC.	
1	76	0.12	PCOT INVESTMENTS, INC.	
1	77	0.12	PCOT INVESTMENTS, INC.	
1	78	0.12	PCOT INVESTMENTS, INC.	
1	79	0.12	PCOT INVESTMENTS, INC.	
1	80	0.12	PCOT INVESTMENTS, INC.	
1	81	0.12	PCOT INVESTMENTS, INC.	
1	82	0.12	PCOT INVESTMENTS, INC.	
1	83	0.12	PCOT INVESTMENTS, INC.	
1	84	0.12	PCOT INVESTMENTS, INC.	
1	85	0.12	PCOT INVESTMENTS, INC.	
1	86	0.12	PCOT INVESTMENTS, INC.	
1	87	0.12	PCOT INVESTMENTS, INC.	
1	88	0.12	PCOT INVESTMENTS, INC.	
1	89	0.12	PCOT INVESTMENTS, INC.	
1	90	0.12	PCOT INVESTMENTS, INC.	
1	91	0.12	PCOT INVESTMENTS, INC.	
1	92	0.12	PCOT INVESTMENTS, INC.	
1	93	0.12	PCOT INVESTMENTS, INC.	
1	94	0.12	PCOT INVESTMENTS, INC.	
1	95	0.12	PCOT INVESTMENTS, INC.	
1	96	0.12	PCOT INVESTMENTS, INC.	
1	97	0.12	PCOT INVESTMENTS, INC.	
1	98	0.12	PCOT INVESTMENTS, INC.	
1	99	0.12	PCOT INVESTMENTS, INC.	
1	100	0.12	PCOT INVESTMENTS, INC.	

NOTES:
1. The plat shows the location of the proposed subdivision within the larger context of the surrounding area.
2. The plat shows the location of the proposed subdivision within the larger context of the surrounding area.
3. The plat shows the location of the proposed subdivision within the larger context of the surrounding area.

THE STATE OF TEXAS
COUNTY OF HARRIS
I, the undersigned authority, do hereby certify that the foregoing is a true and correct copy of the original plat as filed in my office.

PCOT INVESTMENTS, INC.
32719 WINDSOR TERRACE
FUSHEAR, TX 77441
281-255-3236

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

OWNER
PCOT INVESTMENTS, INC.
32719 WINDSOR TERRACE
FUSHEAR, TX 77441
281-255-3236

ENGINEER
DPK ENGINEERING LLC
FUSHEAR, TX 77441
281-546-2816

SURVEYOR
TONY SMOKE SURVEYING
700 KANE STREET
TOMBALL, TEXAS 77375
281-551-7789

FILE NO. F-205092, N.C.O.P.R.P.
4.4449 ACRES
15.857 ACRES
FILE NO. C-918277, H.C.O.P.R.P.
"TRACT 1"

SECTION ONE
SECTION TWO
SECTION THREE

UNRESTRICTED RESERVE
AREA: 1,281,563.59
(29.4207 ACRES)

PLUGGED AND ABANDONED
WELL # 24
AUG-28-1992

PLUGGED AND ABANDONED
WELL # 25
MAY-22-1998

PLUGGED AND ABANDONED
WELL # 26
MAY-22-1998

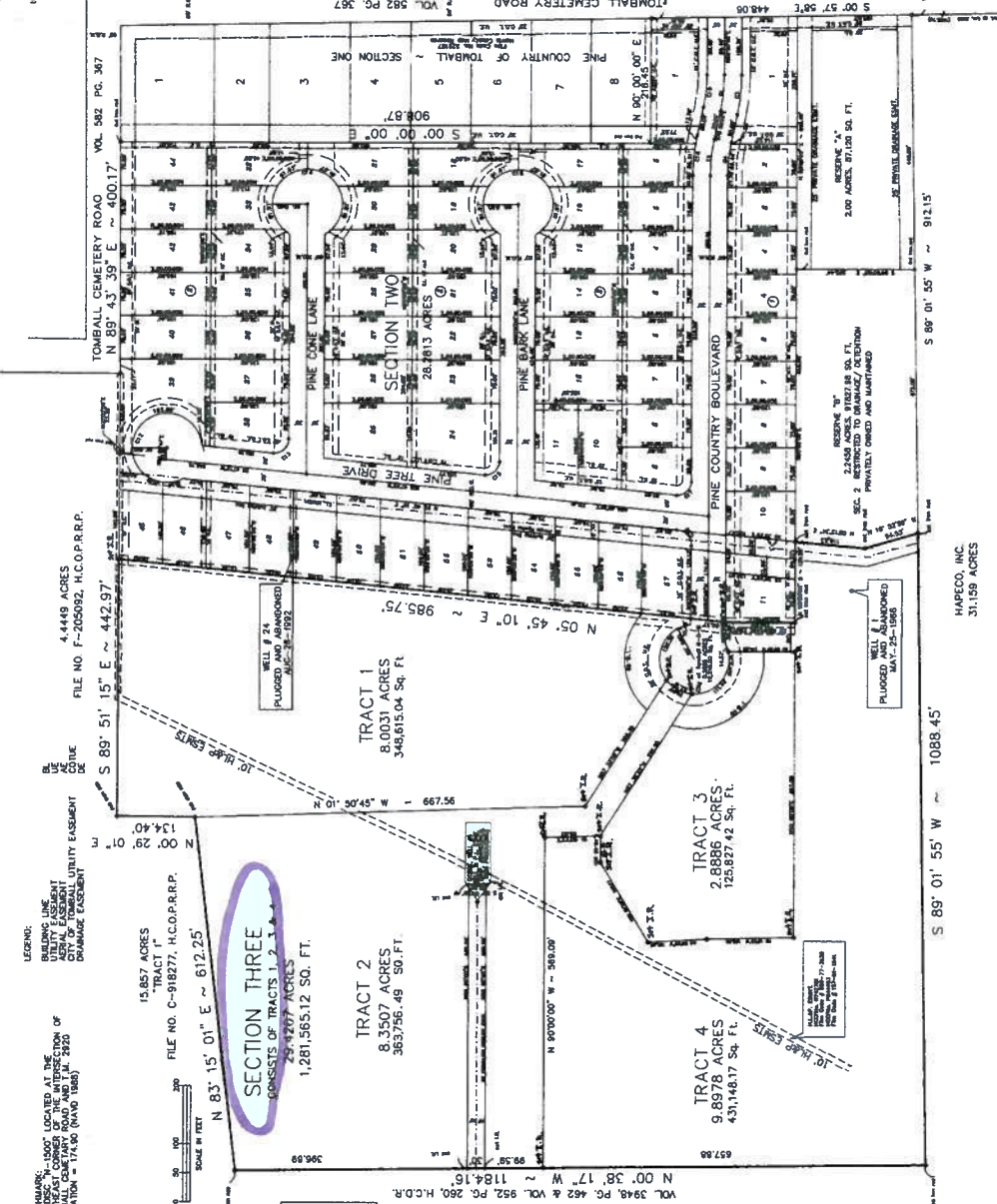
PLUGGED AND ABANDONED
WELL # 27
MAY-22-1998

PLUGGED AND ABANDONED
WELL # 28
MAY-22-1998

PLUGGED AND ABANDONED
WELL # 29
MAY-22-1998

PLUGGED AND ABANDONED
WELL # 30
MAY-22-1998

6092825201
JAN 07 2001
CLARK COUNTY
HARRIS COUNTY



REPLAY

PINE COUNTRY OF TOMBALL, SECTION THREE
A RESIDENTIAL SUBDIVISION OF 29.4207 ACRES
COMPRISED OF 4 RESIDENTIAL ESTATE ACREAGE LOTS

AND

BEING A REPLAY OF PINE COUNTRY OF TOMBALL,
SECTION THREE OF 29.4207 ACRES
AS RECORDED IN H.C.

FILM CODE # 628282

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

OCTOBER, 2009

OWNER
PCOT INVESTMENTS, INC.
RUSSELL E. BROWN, PRESIDENT
22529 TOMBALL CEMETERY RD.
TOMBALL, TX 77377
281-255-3238

ENGINEER
DPK ENGINEERING LLC
32719 WINOSOR TERRACE
FULSHEAR, TX 77441
281-346-2616

SURVEYOR
TONY SWONKE LAND SURVEYING
700 KANE STREET
TOMBALL, TEXAS 77375
281-351-7789

This is to certify that the Planning & Zoning Commission of the City of Tomball, Texas, has approved this plat and subdivision of Fine Country of Tomball Section Three in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown herein and authorized the

recording of this plot this 21 day of October
By: Sam Crockett
Tom Crockett
Chairman
City of Tomball

It is to certify that the City accepts the Planning & Zoning Commission's authorized approval and acceptance of all dedicated public easements and rights-of-way in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown herein and accordingly the recording of this and this 19th day of October 2009 2009 0 ✓

By: Gretchen Fagan
Gretchen Fagan, Mayor

[illegible]

NOTES

^a If they had been in place with certainty through the calibration time.

SUMMARY TABLE		
TRACTS	ACREAGE	SQUARE FT.
TRACT 1	8.0031	348,815.04
TRACT 2	8.3507	363,756.49
TRACT 3	2.8886	125,827.42
TRACT 4	9.8978	431,148.17
C.O.I. R.-O-W	0.2805	12,218.00
TOTAL	29.4207	1,281,565.12

[illegible]

We, the City Manager and the Director of Engineering and Planning for the City of Tomball, do hereby certify that this plot complies with the City of Tomball's Ordinances.

Jim Belch
Jim Belch
City Manager

Mark A. Johnson
Mark A. Johnson, P.E.
Director of Engineering and Planning

I, Beverly Kaufman, Clerk of the County Court of Harris County, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on this 21st day of October 2008 at 10:27 o'clock A. M. and duly recorded on the 24 day of October, 2008.

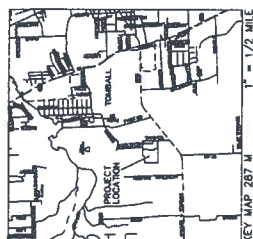
150 books, P. M., and in Film Code No. 00195 of the Map Record of Harris County.

WITNESS MY HAND AND SEAL OF OFFICE at Houston, Texas, the day and date last above written.

NOTARY AT LARGE
 STATE OF TEXAS
 Beverly B. Kaufman

any additional signatures as required by law must be placed on the back of the instrument and must be attested to by the notary.

THE CLERK OF THE COUNTY COURT OF
 HARRIS COUNTY, TEXAS
 By: *[Signature]*
 CLERK OF THE COUNTY COURT
 HARRIS COUNTY, TEXAS
 10000 WESTHOOD BLVD., SUITE 1000
 DALLAS, TEXAS 75243-3800
 TEL: 214-744-2000
 FAX: 214-744-2001
 WWW.HARRISCOUNTYTX.GOV



THE STATE OF TEXAS
COUNTY OF HARRIS

do hereby make and establish said subdivision of said property according to all laws, deductions and restrictions and resolutions on said plot and hereby dedicate to the use of the public park, all streets, alleys, paths, walkways, drains, easements, and public places shown thereon for the purpose and considerations therein expressed; and do hereby find ourselves, our heirs, successors and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, weavers have dedicated and by these presents do dedicate to the use of the public for public utility purposes forever, unobstructed, careful assessments, five (5) feet, six (6) inches in width for pedestrian lots seven (7) feet for back to back lots from a plane sixteen (16) feet above the ground level upward, bounded adjacent to all public utility assessments shown hereon.

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

purpose for all project elements of drainage draining such drainage facilities.

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

WITNESS my hand in the City of Tomball this 19th day of October, 2008.

Russell E. Brown
Russell E. Brown, President

ACOT INVESTMENTS, INC.

THE STATE OF TEXAS
COUNTY OF HARRIS

has executed the same for the purposes and considerations to the foregoing instrument and acknowledged to me that therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13 day of October, 2009

Patricia A. Kozole
Notary Public in and for the State of New York
My Commission Expires: 7-6-2013

**Projected Cost to Extend Water and Gas Along Tomball Cemetery Road (Based Upon
1,100 Linear Ft. Extension)**

Qty.	Description	Cost	Ext. Cost
1,100'	12" C-900 G/J Water Pipe	\$8.25	\$9,075.00
1	12" MJ 90 Deg. Ell With Accessories	\$191.29	\$191.29
1	12" MJ Long Sleeve With Accessories	\$139.24	\$139.24
10	Gallons of Pipe Lube	N/C	\$0.00
3	12" x 6" MJ Tee With Accessories	\$178.53	\$535.59
3	6" MJ Gate Valve With Accessories	\$427.49	\$1,282.47
1	12" MJ Valve With Accessories	\$1,299.65	\$1,299.65
150	Cubic Yards of Bank Sand	\$7.41	\$1,111.50
2	Cubic Yards of Concrete	\$150.00	\$300.00
3	5' Bury Fire Hydrants	\$1,365.73	\$4,097.19
3	500' Rolls #12 Tracing Wire	\$80.00	\$240.00
1,100'	4" Poly Gas Pipe	\$2.55	\$2,805.00
2	4" Full Port Poly Gas Valve	\$274.00	\$548.00
1	Estimated Engineering Cost for Plan and Profile And Control Survey Staking	\$7,000.00	\$7,000.00
		Total:	\$28,624.93

From Steve Purvis
03/17/10 mth

Quantity	Line Item Description	Unit Cost	Line Item Total
144	Total estimated hours for water and gas crew consisting of one crew chief and four man crew	\$65.31	\$9,404.64
144	Total estimated track excavator equipment hours	\$14.90	\$2,145.60
24	Total estimated boring machine equipment hours	\$14.90	\$357.60
50	Total estimated dump truck miles	\$.55	\$27.50
270	Total estimated crew truck miles	\$.55	\$148.50
	Total Estimated Labor and Equipment Cost:		\$12,083.84

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

SUBJECT EXTENDING WATER, SEWER AND GAS UTILITIES TO EXISTING RESIDENCES OR BUSINESSES NOT CURRENTLY SERVED BY ANY OR ALL OF THESE UTILITIES	NUMBER: 58	EFFECTIVE DATE: July 20, 1998	PAGE 1 OF 3
	REVISED:	APPROVED BY CITY MANAGER: July 20, 1998	
	SUPERSEDES:	APPROVED BY CITY COUNCIL: July 20, 1998	

INTENT

It is the intent of the City Council of the City of Tomball to appropriate a fixed amount of funds annually to extend water, sewer, and gas utilities to residences or business within the City.

EXPLANATION

In the normal course of building and development, the purchaser of a lot pays for the ready availability of utilities in the purchase price of the lot. For example, an 80-ft. by 120-ft. lot with all utilities available might cost \$10,000. A similar lot without the availability of water, sewer and gas might be available at \$4,000. If the City installed utilities to the \$4,000 lot from ratepayer revenue, it would mean the owner of the \$10,000 lot pays twice, once when he paid for the lot up front and again, through the utility rates, to pay for extending utilities to the \$4,000 lot.

The extension of utilities to unserved residences and businesses can be accomplished with mutual benefit for the ratepayer and the unserved business or resident, under certain controlled guidelines. With this explanation in hand, the following policy for extending municipally-owned utilities is adopted:

POLICY

It is the policy of the City of Tomball to extend any or all municipally-owned utilities to unserved residences or businesses on a 'first-come, first-served' basis and within the limits of appropriated funds for that specific program when the following criteria is met:

- * Annual estimated revenue to the City in 5 years must equal or exceed the estimated cost of installation to be paid by the City, less capital recovery fees. Revenue is estimated by the Finance Director, based on current average annual billings for the category of use. Construction cost is estimated by the Public Works Director using current unit pricing for materials, equipment use and labor.
- * Full payments of required contribution to the City have all been received for the specific program.

CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES

SUBJECT EXTENDING WATER, SEWER AND GAS UTILITIES TO EXISTING RESIDENCES OR BUSINESSES NOT CURRENTLY SERVED BY ANY OR ALL OF THESE UTILITIES	NUMBER: 58	EFFECTIVE DATE: July 20, 1998	PAGE 2 OF 3
	REVISED:	APPROVED BY CITY MANAGER: July 20, 1998	
	SUPERSEDES:	APPROVED BY CITY COUNCIL: July 20, 1998	

SAMPLE CALCULATION
WATER

Residential:

Total Cost to Construct:	\$4,000
Capital Recovery:	<u>-2,340</u> (5 customers)
Net Cost:	<u>\$1,660</u>

5 Years' Revenue:	60 months x \$17.44/month* = \$1,046.40
Payback:	\$1,046.40 x 5 Customers = \$5,232.00

* Based on previous fiscal year's average residential usage at current rates

Commercial: Same, except will need to be more consumer-specific on estimated revenue.

SAMPLE CALCULATION
SEWER

Residential:

Total Cost to Construct:	\$4,000
Capital Recovery:	<u>-2,755</u>
Net Cost:	<u>\$1,245</u>

5 Years' Revenue:	60 months x \$14.49/month = \$ 869.40
Payback:	\$869.40 x 5 Customers = \$4,347.00

* Based on previous winter months' average usage at current rates and assuming 85% factor for sewer to water customers.

Commercial: Same, except will need to be more consumer-specific on estimated revenue.

CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES

SUBJECT EXTENDING WATER, SEWER AND GAS UTILITIES TO EXISTING RESIDENCES OR BUSINESSES NOT CURRENTLY SERVED BY ANY OR ALL OF THESE UTILITIES	NUMBER: 58	EFFECTIVE DATE: July 20, 1998	PAGE 3 OF 3
	REVISED:	APPROVED BY CITY MANAGER: July 20, 1998	
	SUPERSEDES:	APPROVED BY CITY COUNCIL: July 20, 1998	

SAMPLE CALCULATION
SEWER (SEPTIC)

Total Cost to Construct:	\$4,000
Capital Recovery:	- 0
Net Cost:	<u>\$4,000</u>

5 Years' Revenue:	60 months x \$14.49/month = \$ 869.40
Payback:	\$869.40 x 5 Customers = \$4,347.00

SAMPLE CALCULATION
GAS

Total Cost to Construct:	\$4,000
--------------------------	---------

5 Years' Revenue:	60 months x \$15.00/month = \$ 900.00
Payback:	\$900.00 x 5 Customers = \$4,500.00

BOOK:

***** RATE TABLE TOTALS *****

** (CONTINUED) **

Water Rate Determination

CAT	CODE	TBL	DESCRIPTION	SCHED	NO#	METERS	TOTAL NET	FUEL-ADJ	TOTAL TAX	TAXABLE	CONSUMPTION	MLT.
SAN	050	41	30 YD COMPACTOR	41	15		14,085.88	0.00	487.26	5,905.99		
SAN	050	42	35 YD COMPACTOR	42	5		23,293.59	0.00	0.00	0.00		
SAN	050	43	40 YD COMPACTOR	43	18		22,983.46	0.00	1,896.12	22,983.46		
SAN	050	44	42 YD COMPACTOR	44	8		3,642.13	0.00	300.47	3,642.13		
SAN	050	45	4 YD - 1 PU (AS 2ND)	45	12		819.36	0.00	67.56	819.36		
SAN	050	47	6 YD - 1 PU (AS 2ND)	47	36		5,615.40	0.00	463.32	5,615.40	60.0000	
SAN	050	48	6 YD - 3 PU (AS 2ND)	48	35		13,164.18	0.00	972.68	11,790.60	58.0000	
SAN	050	49	4 YD - 2 PU (AS 2ND)	49	24		2,727.87	0.00	112.44	1,363.23	24.0000	
SAN	050	50	4 YD - 5 PU (AS 2ND)	50	9		8,834.97	0.00	644.48	7,811.61	36.0000	
SAN	050	52	3YD-6PU(AS 2ND DUMP)	52	12		2,754.99	0.00	227.34	2,754.99	12.0000	
SAN	050	53	8 YD-1PU (AS 2ND)	53	13		1,498.94	0.00	123.67	1,498.94	13.0000	
SAN	050	55	8 YD - 2 PU (AS 2ND)	55	36		7,151.13	0.00	196.65	2,383.71	36.0000	
SAN	050	56	6 YD - 2 PU (AS 2ND)	56	1		800.45	0.00	0.00	0.00	5.0000	
SAN	050	57	8 YD-5 PU(AS 2ND)	57	12		5,395.44	0.00	0.00	0.00		
SAN	050	58	3 YD 1 PU (AS A 2ND)	58	9		331.22	0.00	27.30	331.22	7.0000	
SC	060	01	SERV CHG-RESIDENTIAL	01	30541		30,531.00	0.00	0.00	0.00		
SC	060	03	SERV CHG-COMMERCIAL	03	10568		10,548.00	0.00	0.00	0.00		
SC	060	11	SERV CHG -NO CHARGE	11	3		0.00	0.00	0.00	0.00		
SWR	040	01	SEWER DO NOT USE	01	228		5,950.94	0.00	0.00	0.00	1,347.0000	
SWR	040	02	SEWER ON SEPTIC RES	02	220		7,682.36	0.00	0.00	0.00		
SWR	040	03	SEWER	03	6326		1,206,491.25	0.00	0.00	0.00	204,150.0000	6738
SWR	040	04	SEWER ON SEPTIC COM	04	60		3,495.60	0.00	0.00	0.00		
SWR	040	07	SWR-MULTI FAMILY	07	1170		486,090.70	0.00	0.00	0.00	83,996.0000	12
SWR	040	09	SWR-MUNICIPAL	09	219		0.00	0.00	0.00	0.00	3,909.0000	
SWR	040	10	SEWER AVERAGING	10	25374		636,497.14	0.00	0.00	0.00	141,572.0000	60
WTR	010	01	W-RESIDENTIAL	01	29797		1,146,027.04	0.00	0.00	0.00	281,846.0000	81
WTR	010	03	W-COMMERCIAL	03	7925		1,674,527.83	0.00	0.00	0.00	298,688.0000	39
WTR	010	04	W-MULTI FAMILY	04	1197		396,696.38	0.00	0.00	0.00	72,632.0000	12
WTR	010	05	W-COMPOUND METER	05	1109		0.00	0.00	0.00	0.00		
WTR	010	07	WATER -NO CHARGE	07	7		0.00	0.00	0.00	0.00	1,392.0000	
WTR	010	09	W-MUNICIPAL	09	558		0.00	0.00	0.00	0.00	7,309.0000	
WTR	010	11	WATER -NO CHARGE	11	6		0.00	0.00	0.00	0.00	138.0000	

TOTALS

12,964,050.31

0.00

253,780.82

3078,727.51

***** METER GROUP TOTALS *****

CODE	DESCRIPTION	BILLED CONSUMPTION	UNBILLED CONSUMPTION	TOTAL CONSUMPTION	DEMAND CONSUMPTION
W	WATER	662,005.0000	2.000	662,007.0000	
G	GAS	292,129.0000	1.000	292,130.0000	

Total Billed
No. of Meters

1,146,027.04
29797

= \$38.46 Average Monthly Rate

WATER

mm

----- RATE TABLE TOTALS -----

CAT CODE	TBL DESCRIPTION	SCHED	NO#	TOTAL NET	FUEL-ADJ	TOTAL TAX	TAXABLE	CONSUMPTION	MLT.
GAS 020 01	G-RESIDENTIAL	01	25042	1,322,099.32	0.00	0.00	0.00	88,522.0000	36
GAS 020 03	G-COMMERCIAL	03	3595	2,808,564.05	0.00	110,558.62	1325,263.20	189,488.0000	15
GAS 020 04	G-MULTI-FAMILY	04	135	164,168.75	0.00	2,354.46	26,108.00	11,126.0000	
GAS 020 05	MULTI FAMILY-SPECIAL	05	9	25,106.50	0.00	502.14	25,106.50	1,739.0000	
GAS 020 09	G-MUNICIPAL	09	108	0.00	0.00	0.00	0.00	1,254.0000	
HF 070 02	HCRWA	02	30861	498,887.10	0.00	0.00	0.00	332,588.0000	96
HF 070 03	HCRWA FEE	03	7985	477,188.70	0.00	0.00	0.00	318,045.0000	39
HF 070 09	HCRWA FEE-MUNICIPAL	09	341	0.00	0.00	0.00	0.00	5,950.0000	
HF 070 11	HCRWA FEE -NO CHARGE	11	1	0.00	0.00	0.00	0.00		
SAN 050 01	GARBAGE	01	27661	407,421.28	0.00	33,526.52	407,243.08		
SAN 050 02	GARBAGE - MULTI FAMI	02	200	5,944.00	0.00	461.42	5,587.60		
SAN 050 03	COMMERCIAL - 1 PU/WK	03	1280	31,953.85	0.00	2,502.48	30,334.96	1,426.0000	
SAN 050 04	COMMERCIAL - 2 PU/WK	04	585	24,977.96	0.00	1,909.57	23,126.69	888.0000	
SAN 050 05	3 YD - 1 PU	05	769	52,255.94	0.00	4,172.84	50,602.82	760.0000	
SAN 050 06	3 YD - 2 PU	06	174	22,367.03	0.00	1,611.64	19,537.85	198.0000	
SAN 050 07	3 YD - 3 PU	07	48	8,253.36	0.00	510.66	6,190.02	48.0000	
SAN 050 08	3 YD - 4 PU	08	48	23,973.81	0.00	1,602.84	19,428.48	132.0000	
SAN 050 09	3 YD - 5 PU	09	3	1,946.13	0.00	160.56	1,946.13	9.0000	
SAN 050 10	4 YD - 1 PU	10	358	28,424.83	0.00	2,319.56	28,105.41	356.0000	
SAN 050 11	4 YD - 2 PU	11	158	22,895.03	0.00	1,888.75	22,895.03	170.0000	
SAN 050 12	4 YD - 3 PU	12	66	17,037.78	0.00	1,240.21	15,030.47	90.0000	
SAN 050 13	4 YD - 4 PU	13	3	2,631.93	0.00	217.14	2,631.93	12.0000	
SAN 050 15	4 YD - 6 PU	15	11	4,172.15	0.00	344.16	4,172.15	11.0000	
SAN 050 16	6 YD - 1 PU	16	520	60,103.23	0.00	3,980.77	48,249.11	564.0000	
SAN 050 17	6 YD - 2 PU	17	392	81,275.65	0.00	5,280.71	64,019.80	457.0000	
SAN 050 18	6 YD - 3 PU	18	216	66,729.92	0.00	4,804.97	58,240.66	261.0000	
SAN 050 19	6 YD - 4 PU	19	49	20,053.34	0.00	1,654.52	20,053.34	61.0000	
SAN 050 20	6 YD - 5 PU	20	58	73,930.91	0.00	3,188.99	38,654.22	200.0000	
SAN 050 21	6 YD - 6 PU	21	36	17,889.81	0.00	1,433.20	17,372.12	36.0000	
SAN 050 22	8 YD - 1 PU	22	258	34,279.17	0.00	2,699.45	32,708.16	262.0000	
SAN 050 23	8 YD - 2 PU	23	479	133,871.39	0.00	9,629.35	116,719.70	608.0000	
SAN 050 24	8 YD - 3 PU	24	456	195,798.90	0.00	13,414.47	162,603.41	616.0000	
SAN 050 25	8 YD - 4 PU	25	47	24,560.84	0.00	2,026.20	24,560.84	59.0000	
SAN 050 26	8 YD - 5 PU	26	63	43,649.70	0.00	1,558.80	18,893.70	87.0000	
SAN 050 27	8 YD - 6 PU	27	63	52,528.57	0.00	2,554.26	30,960.49	87.0000	
SAN 050 28	ROLL OFFS	28	547	367,935.39	0.00	24,701.29	299,409.58		
SAN 050 29	OTHER GARBAGE	29	14	958.95	0.00	79.11	958.95		
SAN 050 30	LOCK SET UP	30	3	260.07	0.00	21.45	260.07	3.0000	
SAN 050 31	3 YD - 6 PU	31	24	7,745.16	0.00	639.06	7,745.16	24.0000	
SAN 050 32	3 YD EXTRA PICKUP	32	10	436.60	0.00	14.40	174.64		
SAN 050 33	3 YD - 5 PU (AS 2ND)	33	9	5,373.00	0.00	246.25	2,985.00	27.0000	
SAN 050 34	COMPACTORS	28	59	92,892.23	0.00	4,402.70	53,365.79		
SAN 050 35	8 YD-3PU (AS 2ND)	35	21	12,109.14	0.00	0.00	0.00	42.0000	
SAN 050 36	COMPACTOR RENTAL	28	12	790.86	0.00	0.00	0.00		
SAN 050 37	4 YD EXTRA PICKUP	37	2	100.20	0.00	8.26	100.20		
SAN 050 38	6 YD EXTRA PICKUP	38	15	751.27	0.00	23.85	288.95		
SAN 050 39	8 YD EXTRA PICKUP	39	33	2,119.26	0.00	15.90	192.66		

Total Billed
of Meters

1,322,099.32
25042

= \$52.80

GAS
Average Monthly

mm

30 TAC § 290.43

damage to the pumps. The service pump circuitry shall also resume pumping automatically once the minimum water level is reached in the tank.

Source: The provisions of this §290.43 adopted to be effective October 1, 1992, 17 TexReg 6455; amended to be effective November 3, 1995, 20 TexReg 8620; amended to be effective February 4, 1999, 24 TexReg 731; amended to be effective February 19, 2004, 29 TexReg 1373.

§ 290.44. Water Distribution

(a) **Design and standards.** All potable water distribution systems including pump stations, mains, and both ground and elevated storage tanks, shall be designed, installed, and constructed in accordance with current American Water Works Association (AWWA) standards with reference to materials to be used and construction procedures to be followed. In the absence of AWWA standards, commission review may be based upon the standards of the American Society for Testing and Materials (ASTM), commercial, and other recognized standards utilized by licensed professional engineers.

(1) All newly installed pipes and related products must conform to American National Standards Institute/National Sanitation Foundation (ANSI/NSF) Standard 61 and must be certified by an organization accredited by ANSI.

(2) All plastic pipe for use in public water systems must also bear the National Sanitation Foundation Seal of Approval (NSF-pw) and have an ASTM design pressure rating of at least 150 psi or a standard dimension ratio of 26 or less.

(3) No pipe which has been used for any purpose other than the conveyance of drinking water shall be accepted or relocated for use in any public drinking water supply.

(4) Water transmission and distribution lines must be installed in accordance with the manufacturer's instructions. However, the top of the waterline must be located below the frost line and in no case shall the top of the waterline be less than 24 inches below ground surface.

(5) The hydrostatic leakage rate shall not exceed the amount allowed or recommended by AWWA formulas.

(b) **Lead ban.** The following provisions apply to the use of lead in plumbing.

(1) The use of pipes and pipe fittings that contain more than 8.0% lead or solders and flux that contains more than 0.2% lead is prohibited in the following circumstances:

(A) for installation or repair of any public water supply; and

COMMISSION ON ENVIRONMENTAL QUALITY

(B) for installation or repair of any plumbing in a residential or nonresidential facility providing water for human consumption and connected to a public drinking water supply system.

(2) This requirement will be waived for lead joints that are necessary for repairs to cast iron pipe.

(c) **Minimum waterline sizes.** The minimum waterline sizes are for domestic flows only and do not consider fire flows. Larger pipe sizes shall be used when the licensed professional engineer deems it necessary. It should be noted that the required sizes are based strictly on the number of customers to be served and not on the distances between connections or differences in elevation or the type of pipe. No new waterline under two inches in diameter will be allowed to be installed in a public water system distribution system. These minimum line sizes do not apply to individual customer service lines.

T30S290.44(c)

Maximum Number of Connections	Minimum Line Size (inches)
10	2
25	2.5
50	3
100	4
150	5
250	6
>250	8 and larger

(d) **Minimum pressure requirement.** The system must be designed to maintain a minimum pressure of 35 psi at all points within the distribution network at flow rates of at least 1.5 gallons per minute per connection. When the system is intended to provide fire fighting capability, it must also be designed to maintain a minimum pressure of 20 psi under combined fire and drinking water flow conditions.

(1) Air release devices shall be installed in the distribution system at all points where topography or other factors may create air locks in the lines. Air release devices shall be installed in such a manner as to preclude the possibility of submergence or possible entrance of contaminants. In this respect, all openings to the atmosphere shall be covered with 16-mesh or finer, corrosion-resistant screening ma-

PUBLIC DRIN

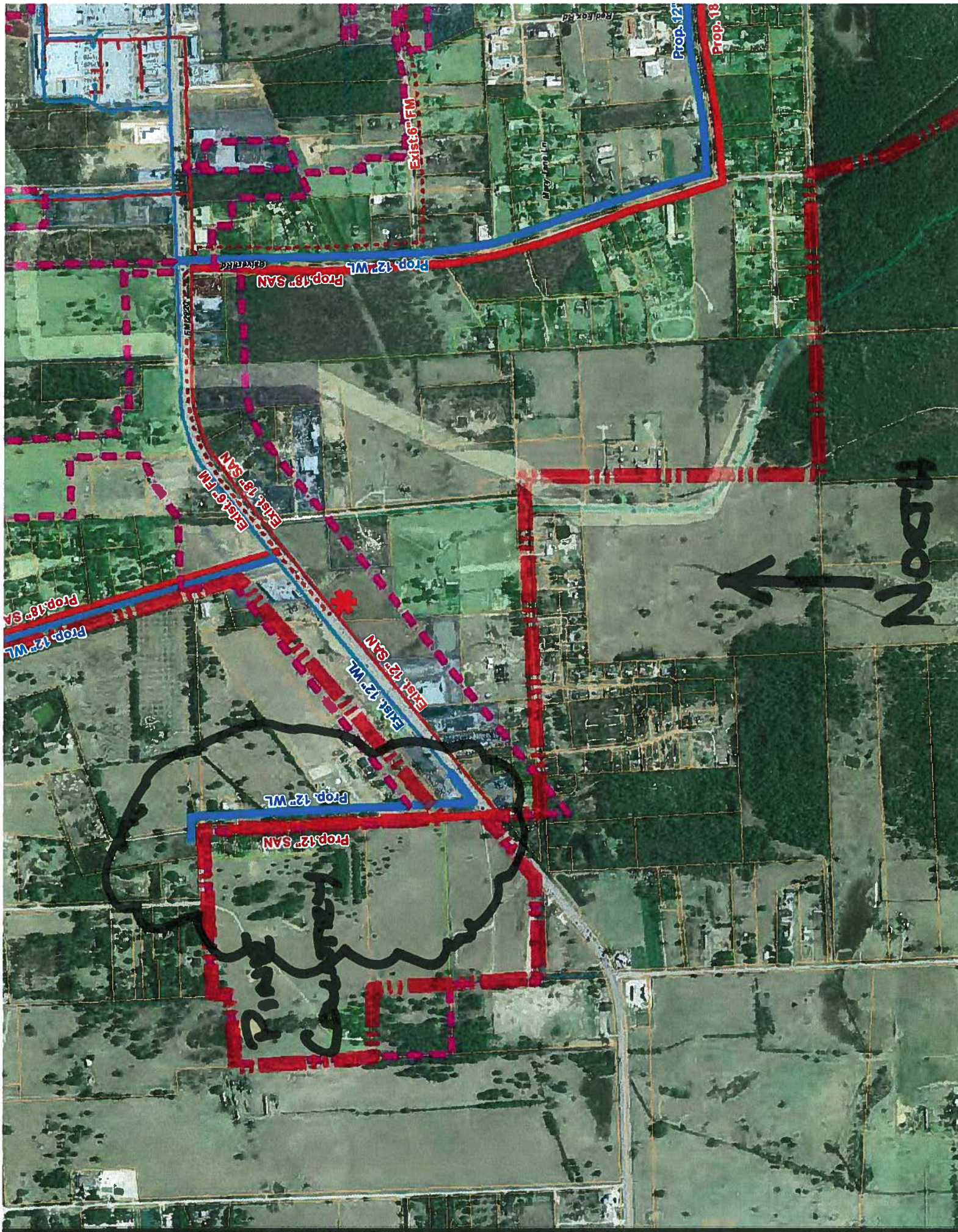
terial or an acce

(2) When serv one pressure pl conditions and develop, the met shall be by mea from storage har ment is desired, for the executive terial for booste than a storage contain a full de suction, maxim system, location trols, and other p pumps are instal distribution syst 20 psi must be r times. Such in automatic press ing units becom less than 20 psi recording devic mined suspecte tion line in orde in the line at a critical minimu equate storage booster pumps t Fire pumps use sprinkler syste are not conside

(3) Service co taking suction must be equipr devices so that tive at a suction these types of ferred method an air gapped subsequent rep

(4) Each cor provide accura tial, commerci for the accum system that, fu only to itself o commodity is exempt from th

(5) The syste valves and blov made without any consideral



Mark McClure

From: Mark McClure
Sent: Tuesday, December 08, 2009 6:01 PM
To: Christal Kliewer
Subject: FW: Request for Water and Sewer Extension to Lots 1 and 2 of Section One Pine Country

Christal, per a phone call reviewed my previous discussions with Vallie Harrison concerning water and sewer connections for his residence and others along Tomball Cemetery Road. Bottom line, I recommended he make his request with you, so you may be receiving a phone call.

Mark A. McClure, P.E.
 City of Tomball
 Director of Engineering & Planning
 501 James Street
 Tomball, Texas 77375
 (281) 290-1412
 Fax: (281) 351-4735
 mmcclure@ci.tomball.tx.us

From: Mark McClure
Sent: Thursday, December 03, 2009 2:21 PM
To: Christal Kliewer
Cc: David Kauffman; John Escamilla; Lori Lakatos; Bobby Sanders
Subject: RE: Request for Water and Sewer Extension to Lots 1 and 2 of Section One Pine Country

Fyi.....I am calculating roughly 1100 lineal feet for the 8 lots that front Tomball Cemetery Road. The waterline improvements will require plan and profile drawings. Assuming 50-70 dollars a foot, the project could range in cost from \$55K to \$70K. Fee assessments would be per my discussion below.

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 City of Tomball
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 501 James Street
 Tomball, Texas 77375
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 Fax: (281) 351-4735
 mmcclure@ci.tomball.tx.us

From: Mark McClure
Sent: Thursday, December 03, 2009 9:50 AM
To: Christal Kliewer
Cc: David Kauffman; John Escamilla; Lori Lakatos; Bobby Sanders
Subject: FW: Request for Water and Sewer Extension to Lots 1 and 2 of Section One Pine Country

I received a voice mail phone call from Vallie Harrison and it is my understanding that he is currently requesting water service. This issue was framed up previously, reference e-mail dated June 16, 2009 below.

Mark A. McClure, P.E.
 City of Tomball
 Director of Engineering & Planning
 501 James Street
 Tomball, Texas 77375
 (281) 290-1412
 Fax: (281) 351-4735
 mmcclure@ci.tomball.tx.us

From: Mark McClure
Sent: Tuesday, June 16, 2009 1:58 PM
To: 'info@hevasphaltpaving.com'
Cc: Jan Belcher; Lori Lakatos; Bobby Sanders

1/24/2010

Subject: Request for Water and Sewer Extension to Lots 1 and 2 of Section One Pine Country

REQUEST: I received a phone call from Vallie Harrison at (260) 740-1769, requesting water and wastewater connections associated with two lots identified above.

BACKGROUND: Vallie occupies a house and owns an adjacent lot (i.e., Lots 1 and 2) out of Section One of the Pine Country Subdivision, west of Tomball along Tomball Cemetery Road, reference attached plat. Section 2 of the Pine Country Subdivision is currently being constructed. The utilities have been extended along Tomball Cemetery Road to Lot 8 of Section 1 and utilities have been extended in Section 2 (reference attached plat), including a sanitary sewer along the rear of Lots 1-8. Lots 1 and 2 can be provided wastewater connections off of the rear of those lots and would be required to pay a tap fee, but would not be assessed an impact fee. A water line has been extended through Section 2 with an existing connection point located at the northwesterly corner of Lot 1. A 12" water line will need to be extended along the northerly side of Lot 1 and along the easterly side of Lot 1 and 2 to provide a water line connection point. (Section 2 overall water and gas layout sheet is attached for reference.) The requestor is subject to residential water impact fee and tap fees.

ORDINANCE REQUIREMENT: Chapter 82 of the City's Code of Ordinances reference two options, more or less the Owner is responsible for the cost or can request assistance from the City if funds are available.

Owner Cost Option: This section may require a utility plan prepared by licensed Professional Engineer. Specifically, Section 82-231 presents:

Sec. 82-231. When construction permitted.

All persons, including subdividers, property owners and developers, hereinafter referred to as "subdividers", who own or control property which is so situated with reference to any sewer or water line in the city as, in the opinion of the city council or such officer as may be designated for the purpose, to make it practical to connect with any sewer or water line, may, at their cost and expense, lay and construct water and sewer lines in and along the streets and ways of the city to connect with such water and sewer lines in accordance with the master plan of the city and such conditions as may be prescribed by the ordinances or the city council.

(Code 1978, § 5-61)

City Cost Option: Specifically, Section 82-237 presents:

Sec. 82-237. Extension of city-owned utilities; requiring connections to city water, sewer and gas lines for service of new construction.

(a) Utility extensions by the city. It is the policy of the city to extend any or all municipally-owned utilities to unserved residences or businesses when budgeted and appropriated city funds for such extension are available, in accordance with the criteria below:

(1) Requests for extensions will be addressed in the order in which they are received. The availability of funds for that specific program will be the first requirement considered.

(2) Annual estimated revenue to the city over five years must equal or exceed the estimated cost of installation to be paid by the city, less applicable capital recovery fees. Revenue is estimated by the finance director, based on current average annual billings for the category of use. Construction cost is estimated by the public works director using current unit pricing for materials, equipment use and labor.

(3) Full payments of the required contribution to the city have all been received for the specific program.

(4) The city will extend water utility service if adequate service can be provided (i) in compliance with Texas Water Commission regulations and guidelines, and (ii) as necessary to supply fire protection services, including the sizing of lines as determined appropriate by the city to meet anticipated future service needs. Sewer service will be extended consistent with available capacity, including the sizing of lines as determined appropriate by the city to meet anticipated future service needs. Gas service will be extended in a similar manner.

(5) This policy does not impose any obligation on the city to extend city utilities when such extensions are the responsibility of the owner, builder or developer.

(b) Nondiscriminatory administration of policy. It is the policy and goal of the city to provide utilities, in accordance with the guidelines of this article, to all citizens on an equal, nondiscriminatory basis. The city is committed to the furtherance of this policy and goal.

(c) Water, sewer and gas connections required for new construction. All new construction, residential or commercial, shall be connected to and use the city owned water, sewer and gas utilities if such utility service lines are located within 100 feet of any property lines of the subject lot, tract or parcel of land at the time of construction. New construction does not include remodeling or add-ons to existing residential or commercial improvements.

(d) Penalties. Any person, corporation or entity who or which violates the provisions of this section shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2,000.00 per offense. Each day in which any violation shall occur, or each occurrence of any violation, shall constitute a separate offense.

(Ord. No. 93-08, §§ 3--6, 7-12-93)

ENGINEERING & PLANNING DEPARTMENT'S RECOMMENDATION:

The Owner was requested to review the alternatives list above. For City participation, the Owner was requested to contact the City Manager for utility consideration in accordance to Sec. 82-237 cited above.

1/24/2010

Mark A. McClure, P.E.
City of Tomball
Director of Engineering & Planning
501 James Street
Tomball, Texas 77375
(281) 290-1412
Fax: (281) 351-4735
mmcclure@ci.tomball.tx.us

Regular City Council

Agenda Item

Data Sheet

Meeting Date: April 5, 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(s):

- Section 551.071 – Consultation with Attorney regarding Pending Litigation: Cause No. 2009-18524: David Kallus and Lady Edwards v. City of Tomball and Redflex Traffic Systems, Inc.; in the 55th District Court of Harris County Texas
- Section 551.074 – Personnel Matters – To Deliberate the Hiring/Employment, Duties and Responsibilities of a City Manager

Background:

Origination:

Recommendation:

Funding:

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

City Secretary

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

Regular City Council

Agenda Item

Meeting Date: April 5, 2010

Data Sheet

Topic:

Consideration and Possible Action regarding Funding of City's Participation in Cause No. 2009-18524: David Kallus and Lady Edwards v. City of Tomball and Redflex Traffic Systems, Inc.; in the 55th District Court of Harris County Texas

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	