

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



MONDAY, FEBRUARY 1, 2010

7:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, February 1, 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 Phil Johnson, Pastor, Tomball Assembly of God Church
- 3.0 Pledges to U.S. and Texas Flags
- 4.0 Public Comments and Receipt of Petitions *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.]*

5.0 Presentations:

- Fire Marshal's Report for 2009

6.0 Reports and Announcements

- **Farmers Market** – Will reopen in March 2010
- February 4, 2010 – **Mayor's Coffee** – 5:30 p.m.-7:00 p.m. at Main Street Crossing
- February 8 through March 8, 2010 – Dates to File Application for Place on May 8, 2009 Ballot
- February 13, 2010 – **2nd Saturday at the Depot** – 5:00 p.m.
- February 15, 2010 agenda – Appointments to Board of Adjustments (expiring 3/2/10)
- February 23, 2010 – **Trail Rider Reception** at the Depot – 2:00 p.m.
- March 1 and March 15, 2010 -- Public Hearings regarding Tomball's Juvenile Curfew Ordinance
- March 8-13, 2010 – **Annual Tomball Clean-up Week** – 8:00 a.m.-4:30 p.m. daily
- March 15, 2010 – Candidate Orientation (tentative date)
- April 10, 2010 – **2nd Annual City of Tomball Bunny Run 5K and Kids 1K**
- **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 Approve the Minutes of the Regular City Council Meeting of January 18, 2010

8.0 Old Business:

- 8.1 Adopt, on Second Reading, Ordinance No. 2010-01, an Ordinance of the City of Tomball, Texas, Adopting **Amendment Number 1** to the Original Budget of the City of Tomball, Texas, for the Fiscal Year 2009-2010, as adopted by Ordinance No. 2009-20; Providing for Appropriation of Funds from the Governmental Funds and the Proprietary Funds; Directing Publication of the Caption of this Ordinance; finding that the Meetings at which this Ordinance is Considered are open to the Public; Providing for Severability and the Repeal of Conflicting Ordinances; and Providing Other Details Relating to the Passage of This Ordinance.
- 8.2 Reconsider Resolution No. 2010-04, a Resolution of the City Council of the City of Tomball, Texas, Designating the Official Newspaper for 2010 for Publication of Matters Pertaining to the City of Tomball

9.0 New Business:

- 9.1 Approve Request by the Tomball Sister City Organization for 2010 German Heritage Festival Funding Support and Street Closures
- 9.2 Approve Assignment of Facilities Agreement with Tennessee Gas Pipeline Company to Alamo Pipeline, LLC and Authorize Interim City Manager to Execute Agreement
- 9.3 Approve Common (Reciprocal) Access Agreement with James A. Walker of 607 Clayton Street and James A. Rice and wife Lavirl Rice of 605 Clayton Street.
- 9.4 Approve Request by Adjacent Property Owners to Abandon an Unimproved Road Right-of-Way Known as Stasney Road and Authorize the City Attorney and City Staff to Proceed with the Process for the Abandonment of the Unimproved Road Right-of-Way Known as Stasney Road
- 9.5 Approve Request by Tomball Independent School District to Abandon the Unimproved Road Right-of-Ways Known as Fannin Street, Tyler Street, and Alley Way between South Cherry Street and South Oak Street and Authorize the City Attorney and City Staff to Proceed with the Process for the Abandonment of the said Unimproved Road Right-of-Ways.
- 9.6 Approve Memorandum of Understanding with Harris County Flood Control District and City of Tomball to Coordinate Floodplain Management of Mapping, Models, and Data and Authorize the Mayor to Execute the Memorandum.
- 9.7 Presentation of the Rudolph Road and Utilities Preliminary Engineering Report from O'Malley Engineers, dated Revised December 2009.
- 9.8 Discussion regarding Limitations on Total Contributions by Individuals to Candidates for Municipal Office and Possible Action to Direct the Interim City Manager to prepare an Ordinance to Amend Chapter 25, Section 25-2, "Limitation on Total Contributions by Individual"
- 9.9 Discussion regarding Solicitations made by City Representatives to Area Businesses and Organizations and Possible Action to Provide Direction to the Interim City Manager
- 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 27th day of January 2010 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

*Doris Speer*_____

Doris Speer

City Secretary, TRMC

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

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: February 1, 2010

Topic:

- Fire Marshal's Report for 2009

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	

Regular City Council Agenda Item Data Sheet

Meeting Date: February 1, 2010

Topic:

- **Farmers Market** – Will reopen in March 2010
- February 4, 2010 – **Mayor's Coffee** – 5:30 p.m.-7:00 p.m. at Main Street Crossing
- February 8 through March 8, 2010 – Dates to File Application for Place on May 8, 2009 Ballot
- February 13, 2010 – **2nd Saturday at the Depot** – 5:00 p.m.
- February 15, 2010 agenda – Appointments to Board of Adjustments (expiring 3/2/10)
- February 23, 2010 – **Trail Rider Reception** at the Depot – 2:00 p.m.
- March 1 and March 15, 2010 -- Public Hearings regarding Tomball's Juvenile Curfew Ordinance
- March 8-13, 2010 – **Annual Tomball Clean-up Week** – 8:00 a.m.-4:30 p.m. daily
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- April 10, 2010 – **2nd Annual City of Tomball Bunny Run 5K and Kids 1K**
- **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

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:

Mayor's Coffee

2nd Saturday at the Depot

Trail Ride Reception

Mayor's Coffee

February 4, 2010
From **5:30—7:00 P.M.**

Main Street Crossing
111 W. Main

Come by to ask any questions, or address
any concerns you have regarding the City
of Tomball.

Main Street Crossing Info: <http://www.mainstreetcrossing.com>

Sponsored by:

24  **HR**
Emergency Room



Gretchen Fagan
Mayor

2nd Saturday at the Depot
FEBRUARY 13 **TOMBALL, TX**



HISTORIC TOMBALL DEPOT PLAZA

201 South Elm ~ One block south of Main Street

Opens at 5:00 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

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



Y'all are cordially invited
to a reception for the

SAM HOUSTON TRAIL RIDERS

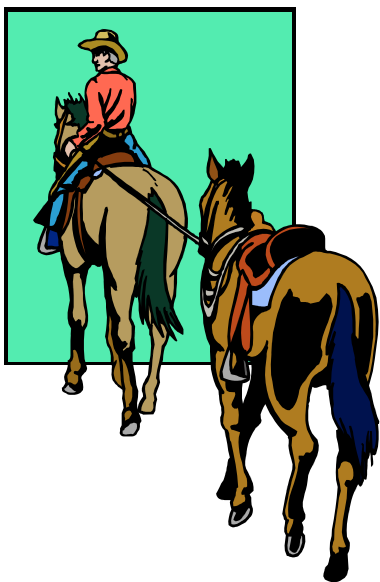
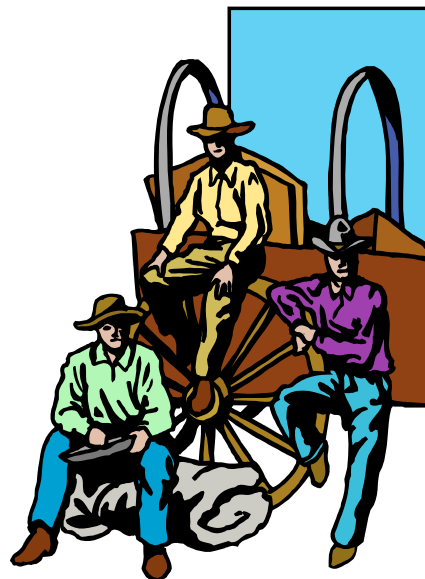
sponsored
by the
City of Tomball

Tuesday, February 23, 2010
1:00 p.m.

at
DEPOT PLAZA
201 SOUTH ELM STREET

Hosted by:

Mayor Gretchen Fagan
Mayor Pro Tem Bill Webb
Councilman David R. Quinn
Councilman Mark Stoll
Councilman Derek Townsend
Councilman Warren Driver
Interim City Manager, Christal Kliever



Dress in your Western duds
and
“Go Texan” with us!

Regular City Council
Agenda Item
Data Sheet

Meeting Date: February 1, 2010

Topic:

Approve the Minutes of the Regular City Council Meeting of January 18, 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:

Draft Minutes - 2/1/2010 Council Meeting

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



MONDAY, JANUARY 18, 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

Councilmembers absent:

Councilman Driver

Others present:

Acting City Manager – Christal Klierer
City Secretary – Doris Speer
City Attorney – Scott Bounds
Chief of Police – Robert Hauck
Director of Public Works – David Kauffman
Fire Chief – Randy Parr
Finance Director – Glenn Windsor
Assistant to City Manager – Shawn Cox
City Planner – Kelly Violette
Community Events Coordinator – Rosalie Dillon

2.0 The invocation was led by Mike Ayers, Pastor, The Brook Church

3.0 Pledges to U. S. and Texas Flags were led by Surayah Longe, Tomball High School Student Council.

draft

4.0 The following public comments were received:

- | | |
|---------------------------------------|---|
| Mary Harvey | - Expressed her opposition to approving the contract for the site plan and going through the platting process. |
| Rodney Hutson, M.D. | - Expressed his opposition to approving the contract for the site plan and going through the platting process. |
| Judy Wilson | - Requested Council intervention to prevent the potential destruction of the Tomball Independent School District's Cherry Street school building. |
| Nancy Nygaard | - Expressed her support for Council's designation of the Tomball-Magnolia Tribune as the City's official newspaper for 2010. |
| Lacy Kastendieck | - Expressed her support for Council's designation of the Tomball Potpourri as the City's official newspaper for 2010. |
| John Dillon
1416 Turnervine, 77375 | - Expressed his opinion that, if the site plan is needed, the City should proceed with the contract; if the site plan is not needed, the City should plant trees. |

5.0 Presentation:

- An overview of **CrimeReports.com** was presented by Chief Robert Hauck, Tomball Police Department.

6.0 Reports and Announcements:

- **Farmers Market** – Will reopen in March 2010
- January 23 and 30, 2010 – ***Walk Tomball!*** – Depot Plaza – 9:00 a.m.
- January 26, 2010 – **Boards and Commissions Reception** – Community Center – 5:30 p.m.
- January 27, 2010 – Presentation by Census 2010 Staff to Community Leaders – City Hall – 10:00 a.m.
- February 8 through March 8, 2010 – Dates to File Application for Place on May 8, 2009 Ballot
- February 13, 2010 – **2nd Saturday at the Depot** – 5:00 p.m.

- February 23, 2010 – Trail Rider Reception at the Depot – 2:00 p.m.
- March 8-13, 2010 – Annual **Tomball Clean-up Week** – 8:00 a.m.-4:30 p.m. daily
- 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
- Appointments to Board of Adjustments (expiring 3/2/2010) – February 15, 2010 agenda
- March 15, 2010 – Candidate Orientation (tentative date)

7.0 Motion was made by Councilman Townsend, second by Councilman Quinn, to approve the Minutes of the Regular City Council Meeting of January 4, 2010, as corrected.

Motion carried unanimously.

8.0 Old Business:

8.1 Randy Parr and Glenn Windsor presented an overview of the proposed Ordinance. Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2010-01 by caption only on first reading.

Motion carried unanimously.

Motion was made by Councilman Quinn, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2010-01, an Ordinance of the City of Tomball, Texas, Adopting **Amendment Number 1** to the Original Budget of the City of Tomball, Texas, for the Fiscal Year 2009-2010, as Adopted by Ordinance No. 2009-20; Providing for Appropriation of Funds from the Governmental Funds and the Proprietary Funds; Directing Publication of the Caption of this Ordinance; Finding that the Meetings at which this Ordinance is Considered are Open to the Public; Providing for Severability and the Repeal of Conflicting Ordinances; and Providing Other Details Relating to the Passage of This Ordinance. Vote was as follows:

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

Motion carried unanimously.

9.0 New Business:

9.1 Glenn Windsor presented an overview of the proposed Resolution. Motion was made by Councilman Townsend, second by Councilman Webb, to approve Resolution 2010-02, a

Resolution Authorizing the Mayor to Execute the TexPool Prime Participation Agreement on Behalf of the City of Tomball.

Motion carried unanimously.

- 9.2 Glenn Windsor presented an overview of the proposed Resolution. Motion was made by Councilman Webb, second by Councilman Townsend, to approve Resolution 2010-03, Designating Authorized Representatives to Conduct Authorized Participation in TexPool *Prime* on Behalf of the City of Tomball.

Motion carried unanimously.

- 9.3 Doris Speer presented an overview of the proposed Resolution. Motion was made by Councilman Webb, second by Councilman Stoll to approve Resolution No. 2010-04, a Resolution of the City Council of the City of Tomball, Texas, Designating the Tomball-Magnolia Tribune as the Official Newspaper for 2010 for Publication of Matters Pertaining to the City of Tomball. Vote was as follows:

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

The vote being tied, Mayor Fagan voted: Aye

Motion carried 3 Aye votes to 2 Nay votes.

- 9.4 Glenn Windsor presented an overview of the proposed CAFR. Motion was made by Councilman Quinn, second by Councilman Webb, to accept the Audited Comprehensive Annual Financial Statements (CAFR) for the Fiscal Year Ended September 30, 2009 as presented by Belt Harris & Associates, LLP.

Motion carried unanimously.

- 9.5 David Kauffman presented an overview of the proposed Proposal. Motion was made by Councilman Quinn, second by Councilman Townsend, to approve Proposal from Kimley-Horn and Associates, Inc. for Professional Services for the Development of a Site Plan for the Historic Depot Plaza for a Not to Exceed Cost of \$26,200.00.

Motion was made by Councilman Townsend, second by Councilman Webb, to table consideration of the contract and request staff to return with a revised proposal, more details regarding deliverables, and reduced costs.

Motion to table was withdrawn by Councilman Townsend and Councilman Webb.

Motion was made by Councilman Quinn, second by Councilman Townsend, to amend the motion to include authorizing the Interim City Manager to negotiate a contract, adjusting the scope and costs included in the proposal.

Motion, as amended, carried unanimously.

- 9.6 The City Council recessed at 8:41 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 551.074 - Personnel Matters – Assistant City Manager

Upon reconvening into Regular session at 9:01 p.m., the following action was taken:

- 9.7 Motion was made by Councilman Webb, second by Councilman Townsend to appoint Christal Kliever as Interim City Manager, effective November 27, 2009, at a salary of \$105,000 per year, until a new City Manager is hired.

Motion carried unanimously.

Request was made by Councilman Townsend, second by Councilman Webb, that the following items be included on the February 1, 2010 agenda:

- (1) Skating rink accounting – number of paying skaters and revenues from them, number of donations, solicited donors, and amount donated by each, city employees and the hours they worked and how they were paid (days off, in-kind, etc.), total number of people hired to work the skating rink, a breakdown of the total costs to the city to operate the rink, and the total number of skaters;
- (2) Discussion and action/direction regarding solicitations made by City elected officials or staff to area businesses and organizations;
- (3) A report regarding condemnation proceedings on FM 2920 at Snook (burned out gas station).

City staff will provide information regarding the skating rink to Council when the accounting has been completed, and will provide information regarding condemnation proceedings in the weekly update. Discussion regarding solicitations will be on the February 1 agenda.

- 10.0 Motion was made by Councilman Townsend, second by Councilman Stoll, 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 Data Sheet

Meeting Date: February 1, 2010

Topic:

Adopt, on Second Reading, Ordinance No. 2010-01, an Ordinance of the City of Tomball, Texas, Adopting **Amendment Number 1** to the Original Budget of the City of Tomball, Texas, for the Fiscal Year 2009-2010, as adopted by Ordinance No. 2009-20; Providing for Appropriation of Funds from the Governmental Funds and the Proprietary Funds; Directing Publication of the Caption of this Ordinance; finding that the Meetings at which this Ordinance is Considered are open to the Public; Providing for Severability and the Repeal of Conflicting Ordinances; and Providing Other Details Relating to the Passage of This Ordinance.

Background:

Periodically, the City amends its adopted budget to transfer previously approved funds for ongoing, uncompleted projects and expenditures from the prior fiscal year. These "carryovers" typically relate to budgeted capital projects that are in process or that are about to commence or to the purchase of goods and services that had been planned, ordered or contracted for prior to the end of the fiscal year, but were not received or completed by year end. Each department had to project to spend the funds and the funds had to be remaining in the department's budget from fiscal 2009 for the amount to be included in the carryover request. The carryovers included in this Ordinance are primarily from capital projects. Only the funds impacted by the transfer/carryover are included in the Exhibits.

Origination:

Randall Parr, Interim Finance Director/Glenn Windsor, Finance Director

Recommendation:

Adoption of Ordinance No. 2010-01 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. 2010-01
General Fund Amendment
Enterprise Fund Amendment

Hotel Tax Fund Amendment

ORDINANCE NO. 2010-01

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, ADOPTING AMENDMENT NUMBER 1 TO THE ORIGINAL BUDGET OF THE CITY OF TOMBALL, TEXAS, FOR THE FISCAL YEAR 2009-2010, AS ADOPTED BY ORDINANCE NO. 2009-20; PROVIDING FOR APPROPRIATION OF FUNDS FROM THE GOVERNMENTAL FUNDS AND THE PROPRIETARY FUNDS; DIRECTING PUBLICATION OF THE CAPTION OF THIS ORDINANCE; FINDING THAT THE MEETINGS AT WHICH THIS ORDINANCE IS CONSIDERED ARE OPEN TO THE PUBLIC; PROVIDING FOR SEVERABILITY AND THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING OTHER DETAILS RELATING TO THE PASSAGE OF THIS ORDINANCE.

* * * * *

WHEREAS, the City of Tomball fiscal year 2009-2010 Budget was adopted by Ordinance No. 2009-20, with the time and in the manner required by State law; and

WHEREAS, the City Council finds it is necessary to amend the 2009-2010 Budget to provide for the appropriation of funds for certain events, and to allocate and reclassify funds as described in the Exhibits to this Ordinance; and

WHEREAS, the City Council finds that the significance of this matter is a matter of public necessity and a pressing need for the City of Tomball; now, therefore,

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

Section 1. The facts and matters set out above in the recitations are found to be true and correct.

Section 2. The City of Tomball, Texas, Fiscal Year 2009-2010 Budget is hereby amended to provide for the appropriation and reclassification of funds as reflected in the attached Exhibit A. This **Amendment Number 1 to the Original Budget of the City of Tomball, Texas, for the Fiscal Year 2009-2010** shall be attached to and made a part of the Original budget by the City Secretary and filed as required by State law and the City Charter

Section 3. Publication; Effective Date; Open Meetings. The City Secretary of the City of Tomball, Texas, is hereby directed to publish a descriptive caption of this Ordinance in the official newspaper of the City of Tomball, Texas. This Ordinance shall be effective after the publication requirement of the City Charter is satisfied. It is found and determined that the meetings at which this Ordinance was considered were open to the public, as required by Chapter 551 of the Texas Government Code, and that advance public notice of the time, place, and purpose of the meetings was given.

Section 4. Severability. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or

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

Section 5. **Repeal.** All ordinances or parts of inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 4TH DAY OF JANUARY 2010.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 18TH DAY OF JANUARY 2010.

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

GRETCHEN FAGAN, Mayor

ATTEST:

DORIS SPEER, City Secretary

General Fund
Fiscal Year 2010
Amendment #1

	FY2010 Adopted Budget	1/4/10 Amendment	Total Amended Budget
Revenues:			
Property taxes	\$ 1,439,221	\$	\$ 1,439,221
Sales taxes	6,200,000		6,200,000
Franchise taxes	1,254,540		1,254,540
Permits and licenses	254,650		254,650
Fines and warrants	731,200		731,200
Service fees	2,236,000		2,236,000
Transfers In	2,810,134		2,810,134
Contributions	32,000		32,000
Interest	350,000		350,000
Other	236,400		236,400
Total Revenues	15,544,145		15,544,145
Expenditures:			
City Hall Administration			
City Manager's Office	414,103		414,103
Mayor and Council	79,968		79,968
City Secretary	304,655	13,500 1	318,155
Human Resources	378,423	30,410 2	408,833
Finance	461,450		461,450
Information Systems	226,129	23,800 3	249,929
Legal	153,425		153,425
Non-Departmental	1,893,310		1,893,310
Building Permits and Inspections	352,300		352,300
Police	4,334,262		4,334,262
Fire			-
Fire	994,598	10,445 4	1,005,043
Fire Marshal	174,373		174,373
Emergency Services	14,520		14,520
Municipal Court	347,449		347,449
Public Works Administration			-
Public Works Administration	47,242		47,242
Engineering and Planning	813,516	112,416 5	925,932
Facilities Maintenance	489,478		489,478
Garage	68,366		68,366
Streets	729,769	152,773 6	882,542
Sanitation	2,358,400	126,655 7	2,485,055
Parks	320,261		320,261
Community Center	136,096		136,096
Total Expenditures	15,092,094	469,999	15,562,093
Net Income from Operations	452,051	(469,999)	(17,948)
Other Sources/(Uses):			
Vehicle Replacement	489,034		489,034
Capital Projects/Outlay	724,900	3,067,660 8	3,792,560
Transfers Out			-
Total Other Sources/(Uses)	1,213,934	3,067,660	4,281,594
Revenues Over/(Under) Expenditures	(761,883)	(3,537,659)	(4,299,542)
Beginning Fund Balance	7,100,773		7,100,773
Ending Fund Balance	\$ 6,338,890	(3,537,659)	2,801,231
25% of Operating Expenses - Target	43%		18%

Footnotes:

- 1 - Balance of Recodification
- 2 - Balance of Citywide Training, Medical Testing, and Employee Items
- 3 - Fire Data Software, SQL Upgrade, Exchange 2007 Server, Windows Server 2008
- 4 - CAD Map Update and Integration, Software implementation
- 5 - Balance on contract for Livable Centers Study, Balance on Contract Water Modeling Study, Balance on Comp Plan Contract
- 6 - Balance on Contract for Asphalt Management Program and Maintenance
- 7 - Balance on landfill closure contracts, Garbage Bags
- 8 - Capital Projects - Agg Road, Barbara Street Drainage, Brown-Hufsmith Utilities, Brown Hufsmith Phase 2, Liberty Hicks Drainage, M118 Drainage, M124 Drainage, Mechanic Street, Michel Road Extension, Quinn Road Improvements, Rudolph Road, School Street Sidewalks, Central Fire Station Improvements, Stovall Park, Downtown Revitalization

Enterprise Fund
Income Statement
FY 2010 Adopted Budget

	FY2010 Adopted Budget	1/4/2010 Amendment	Total Amended Budget
Operating Revenues:			
Water sales	\$ 3,000,000		3,000,000
Sewer sales	2,350,000		2,350,000
Gas sales	4,080,000		4,080,000
Tap fees	32,000		32,000
Reconnect fees	34,000		34,000
Interest	214,000		214,000
Other	879,800		879,800
Transfers	-		-
Total Operating Revenues	10,589,800		10,589,800
Expenses:			
Enterprise Administration	268,350	21,828 1	290,179
Utility Billing	267,165	11,782 2	278,949
Water	1,780,846	118,757 3	1,899,606
Wastewater	1,249,230	56,246 4	1,305,480
Gas	2,424,423		2,424,423
Administrative Transfer to General Fund	2,260,134		2,260,134
Total Operating Expenses	8,250,147	208,613	8,458,760
Net Revenue Available for Debt	2,339,653	(208,613)	2,131,040
Debt Service			
Revenue Bonds	836,183		836,183
Certificates of Obligation	948,797		948,797
Fiscal Fees	10,000		10,000
Total Debt Service	1,794,979	-	1,794,979
Non-Operating Revenues (expenses)			
Proceeds from debt	-		-
Vehicle replacement	121,510		121,510
Capital outlay	2,007,100	2,132,705 5	4,139,810
Short Term Financing	-		-
Total Non-Operating Revenue	2,128,610	2,132,705	4,261,320
Net Income (Excluding Depr.)	(1,583,937)	(2,341,318)	(3,925,260)
Beginning Fund Balance	6,814,204		6,814,204
Ending Fund Balance	\$ 5,230,267	(2,341,318)	2,888,944
Fund Balance as % of Operating Costs	64.2%		35.0%
Debt Coverage on Revenue Debt	280%		255%
Debt Coverage on Total Debt	131.1%		119.4%

Footnotes:

- 1 - Balance on the Comp Plan Contract
- 2 - Badger Meter Equipment ordered in August but not invoiced until October
- 3 - Pine Street Well Repairs
- 4 - Control Panel at the NWWTP
- 5 - Capital Projects - Brown-Hufsmith Road Utilities, Hufsmith Sanitary Sewer, Hufsmith Water and Gas Improvements, Neal Road Utilities, Quinn Road Improvements, Rudolph Road, Tomball Hills Lift Station, Water Well #5

Hotel Occupancy Tax Fund
Fiscal Year 2010
Amendment #1

	FY 2010 Adopted Budget	1/4/2010 Amendment	Total Amended Budget
Revenues:			
Occupancy tax	\$ 220,000		220,000
Skating Rink		95,685 1	95,686
Interest	3,000		3,000
Miscellaneous income	-		-
Total	223,000	95,685	318,686
Expenditures:			
Personnel services	8,000		8,000
Greater Tomball Chamber	35,000		35,000
Spring Creek Historical	-		-
The Regional Arts Council	-		-
Tomball Community Chorus	-		-
Chaparral Genealogical	-		-
Tomball Sister City	15,000		15,000
Second Saturday Events	30,000		30,000
Grants	30,000		30,000
Skating Rink Expenses		90,350 2	90,352
Other	20,000		20,000
Total	138,000	90,350	228,350
Revenues Over (Under)			
Expenditures	85,000	5,335	90,336
Beginning Fund Balance	238,429		238,429
Ending Fund Balance	\$ 323,429	5,335	328,765

Footnotes:

1 - Expected Revenues from the Holiday Ice Rink based on the budget presented at the Council Meeting on March 16th, 2009

2 - Expenses for the Holiday Ice Rink based on the budget presented on March 16th, 2009

Regular City Council

Agenda Item

Meeting Date: February 1, 2010

Data Sheet

Topic:

Reconsider Resolution No. 2010-04, a Resolution of the City Council of the City of Tomball, Texas, Designating the Official Newspaper for 2010 for Publication of Matters Pertaining to the City of Tomball

Background:

Resolution No. 2010-04 has been brought back to Council at the request of Councilman Townsend and the approval of Mayor Fagan, due to errors and/or misstatements during the January 18, 2010 Council meeting.

Section 3.06 of the Charter provides for annual designation of the official newspaper for the City. On March 3, 2008, Council did designate the Tomball Tribune as the official city newspaper for 2008, and did approve alternating the designated official newspaper each year, which meant that the Potpourri would be designated as the official newspaper in 2009, provided rates remained competitive. In 2009, the Potpourri's proposed rates were higher than the Tribune; however, the Potpourri agreed to match the Tribune's proposed rates and was designated by Council as the official newspaper for 2009. The City Attorney has advised that previous Councils cannot bind current or future Councils to alternating newspapers each year.

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

- 2010 -- Tomball Magnolia Tribune
- 2009 -- The Potpourri
- 2008 -- Tomball Magnolia Tribune
- 2007 -- The Potpourri
- 2006 -- The Potpourri
- 2005 -- The Potpourri
- 2004 -- The Potpourri
- 2003 -- The Potpourri
- 2002 -- The Potpourri
- 2001 -- Tomball Magnolia Tribune
- 2000 -- The Potpourri
- 1999 -- Tomball Magnolia Tribune
- 1998 -- The Potpourri.

The proposals from the Potpourri and the Tomball-Magnolia Tribune provided to Council on January 18 are attached, along with additional information provided by each newspaper.

For Legal Notices (the major portion of Tomball's advertising expenditures):

Notice Size	<u>Potpourri</u>	<u>Tribune</u>
2 x 5 = approx. 10 sq. in.	\$ 73.50	\$ 92.50
4 x 6 = approx. 24 sq. in.	\$ 87.50	\$222.00
4 x 5 = approx. 20 sq. in.	\$ 73.50	\$185.00

For Non-Legal Notices (Display Ads, Tax Rate and Budget Notices (large displays in the body of the paper instead of the classifieds):

Notice Size	Potpourri	Tribune
2 x 5 = approx. 10 sq. in.	\$100.00	\$ 92.50
4 x 6 = approx. 24 sq. in.	\$240.00	\$222.00
4 x 5 = approx. 20 sq. in.	\$200.00	\$185.00

Although the Council must designate an official newspaper for the City's legal notices, City staff does run notices in both papers occasionally, depending on the type of advertisement or to meet state or charter deadlines. For example, employment ads may be run in both papers, depending on the market we are trying to reach. In 2009, the City spent \$4,783.98 in the Potpourri and \$854.70 in the Tribune for notices and advertising. Costs were lower in 2009 than 2008 because we were not required to publish several of the property tax-related and budget-related notices; these larger, display ads generally cost \$400-\$500 each but were not required because the City's tax rate remained the same. Additionally, the City did not bid as many projects in 2009 (10 projects) as in 2008 (25 projects).

The major portion of the City's advertising is in legal notices, some of which are quarter-page ads required to run as display ads. The rates presented by each newspaper indicate that the cost of legal ads in The Potpourri will be approximately 20%-40% less than the same size ad in the Tribune for 2010, depending on the size and location requirement of the ad. If the advertising levels remain the same in 2010 as 2009, the estimated cost of advertising will be \$6,100 for the Tribune and \$5,300 for the Potpourri.

Both papers have Internet sites and we have experienced few problems with service or billing with either paper. The Tribune currently has a circulation of 45,604 customers in the Tomball, Magnolia, and Pinehurst areas; the Potpourri 's current circulation is 38,313 for the Tomball-Magnolia area. As information, the Potpourri recently relocated to 21901 Tomball Parkway, approximately 5 miles outside Tomball.

The Tomball Tribune delivers via direct mail; the Potpourri delivers via couriers. Both papers offer drop-off or countertop locations where papers can be picked up.

Origination:

Councilman Townsend

Recommendation:

Staff makes no recommendation.

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:

Resolution No. 2010-04

Tribune - Rates

Tribune Distribution Rates

Tribune - Additional Information

Potpourri - Rates

Potpourri - Distribution Map

Potpourri - Additional Information

RESOLUTION NO. 2010-04

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY
OF TOMBALL, TEXAS, DESIGNATING THE OFFICIAL
NEWSPAPER FOR 2010 FOR PUBLICATION OF
MATTERS PERTAINING TO THE CITY OF TOMBALL.**

* * * * *

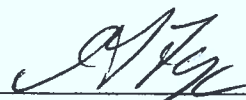
WHEREAS, the Home Rule Charter of the City of Tomball, Section 3.06 – Official Newspaper, states:

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

NOW, THEREFORE, BE IT RESOLVED that the City of Tomball and its governing body hereby designates the Tomball-Magnolia Tribune to be named the official newspaper for 2010 for the City of Tomball, Texas, for the publication of ordinances, notices, and other matters required by law or ordinance to be published, and that this resolution shall take effect upon its passage.

**PASSED AND APPROVED BY A VOTE OF 3 TO 2 AS SET OUT BELOW AT
THE MEETING OF THE CITY COUNCIL HELD ON THE 18TH DAY OF JANUARY
2010:**

COUNCILMAN QUINN	<u>AYE</u>
COUNCILMAN STOLL	<u>NAY</u>
COUNCILMAN WEBB	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>NAY</u>
COUNCILMAN DRIVER	<u>ABSENT</u>
MAYOR FAGAN	<u>AYE</u>



GRETCHEN FAGAN, Mayor

ATTEST:



Doris Speer, City Secretary

From: Designer [mailto:designer@tribunenews.com]
Sent: Friday, January 08, 2010 3:31 PM
To: Theresa Witt
Cc: Nancy Nygaard; classified
Subject: city of tomball sample pricing

good afternoon,

per your email request, we have decided to give you guys the non-profit rate of \$18.50 per column inch on boxed ads whether they are legal notices or non legal notices.

the price for a 2"X5" would be \$92.50

the price for a 4"X6" would be \$222.00

the price for a 4"X5" would be \$185.00

we look forward to hearing the results. have a terrific weekend!

Georgia Keen
Tomball/Magnolia Tribune
517 West Main
Tomball, TX 77375
281.255.6397

Revised 12/16/09
 11-0000-73

TOMBALL MAGNOLIA TRIBUNE
 DISTRIBUTION SHEET
 MAILING.....52,815
 COUNTER TOPPING.....1,900
 TOTAL DISTRIBUTION.....54,715

DATE: _____

TOMBALL 77375 77377*
 RT 1 487 (04-87)*
 RT 2 545 (05-45)
 RT 3 669 (06-69)*
 RT 4 560 (05-60)*
 RT 5 436 (04-36)*
 RT 6 599 (05-99)
 RT 7 525 (05-25)
 RT 8 687 (06-87)
 RT 9 628 (06-28)
 RT 10 672 (06-72)
 RT 11 460 (04-60)*
 RT 12 480 (04-80)*
 RT 13 707 (07-07)
 RT 14 479 (04-79)*
 RT 15 549 (05-49)*
 RT 16 547 (05-47)*
 RT 17 472 (04-72)
 RT 18 538 (05-38)*
 RT 19 644 (06-44)
 RT 20 525 (05-25)*
 RT 21 571 (05-70)*
 RT 22 643 (06-43)*
 RT 23 596 (05-96)
 RT 24 582 (05-82)
 RT 25 496 (04-96)*
 RT 26 668 (06-68)
 RT 27 510 (05-10)
 RT 28 603 (06-03)*
 RT 29 767 (07-67)
 RT 30 568 (05-68)*
 RT 31 792 (07-92)
 RT 32 516 (05-16)
 RT 33 629 (06-29)*
 RT 34 550 (05-19)
 RT 35 861 (08-61)*
 RT 36 518 (05-18)
 RT 37 167 (01-67)
TOTAL 21,246

TOMBALL 77375 77377*
 Residential & Business
 RT 1 807 (08-07)
 RT 2 755 (07-55)
 RT 3 501 (05-01)
 RT 4 535 (05-35)
 RT 5 768 (07-68)
 RT 6 139 (01-39)
 RT 7 99 (00-99)*
TOTAL 3,604

MAGNOLIA 77354 77355*
 RT 1 653 (06-53)
 RT 2 509 (05-09)*
 RT 3 462 (04-62)
 RT 4 600 (06-00)
 RT 5 665 (06-65)
 RT 6 624 (06-24)*
 RT 7 665 (06-65)*
 RT 8 561 (05-61)
 RT 9 509 (05-09)
 RT 10 507 (05-07)*
 RT 11 704 (07-04)
 RT 12 534 (05-34)*
 RT 13 469 (04-69)
 RT 14 602 (06-02)*
 RT 15 500 (05-00)*
 RT 16 529 (05-29)
 RT 17 407 (04-07)
 RT 18 593 (05-93)*
 RT 19 437 (04-37)
 RT 20 519 (05-19)*
 RT 21 522 (05-22)*
 RT 22 491 (04-91)
 RT 23 559 (05-59)
 RT 24 416 (04-16)*
 RT 25 407 (04-07)
 RT 26 724 (07-24)*
 RT 27 489 (04-89)
 RT 28 458 (04-58)*
 RT 29 533 (05-33)
 RT 30 369 (03-69)
 RT 31 511 (05-11)
 RT 32 662 (06-62)*
 RT 33 581 (05-81)*
 RT 34 521 (05-21)
 RT 35 749 (04-81)
TOTAL 19,041

PINEHURST 77362
 RT 1 569 (05-69)
 RT 2 528 (05-28)
 RT 3 616 (06-16)
TOTAL 1,713

WALLER 77484
 RT 1 483 (04-83)
 RT 2 515 (05-15)
 RT 3 567 (05-67)
 RT 4 492 (04-92)
 RT 5 521 (05-21)
 RT 6 487 (04-87)
 RT 7 300 (03-00)
TOTAL 3,365

HOCKLEY 77447
 RT 1 402 (04-02)
 RT 2 464 (04-64)
 RT 3 596 (05-96)
 RT 4 488 (04-88)
 RT 5 587 (05-87)
 RT 6 465 (04-65)
 RT 7 595 (05-95)
 RT 8 249 (02-49)
TOTAL 3,846

INSERTS ONLY

Name of Inserts

Total Count of Inserts

Zip Codes and Mail Routes

Regular City Council
Agenda Item
Data Sheet

TO Doris

Meeting Date: January 18, 2010

from Nancy

Topic:

Approve Resolution No. 2010-04, a Resolution of the City Council of the City of Tomball, Texas, Designating the Official Newspaper for 2010 for Publication of Matters Pertaining to the City of Tomball.

Background:

Section 3.06 of the Charter provides for annual designation of the official newspaper for the City. On March 3, 2008, members of Council expressed an interest in alternating the designated official newspaper each year, beginning with the Tribune as the official newspaper for 2008 and the Potpourri in 2009, provided rates remained competitive.

Due to the current economy and the desire to be fiscally responsible, City staff solicited proposals from the Potpourri and the Tomball-Magnolia Tribune for current advertising rates for Council's consideration in designating the official newspaper for 2010; those proposals are attached.

For Legal Notices (the major portion of Tomball's advertising expenditures):

<u>Notice Size</u>	<u>Potpourri</u>	<u>Tribune</u>
2 x 5 = approx. 10 sq. in.	\$ 73.50	\$ 92.50
4 x 6 = approx. 24 sq. in.	\$ 87.50	\$222.00
4 x 5 = approx. 20 sq. in.	\$ 73.50	\$185.00

For Non-Legal Notices (Display Ads, Tax Rate and Budget Notices (large displays in the body of the paper instead of the classifieds):

<u>Notice Size</u>	<u>Potpourri</u>	<u>Tribune</u>
2 x 5 = approx. 10 sq. in.	\$100.00	\$ 92.50
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4 x 5 = approx. 20 sq. in.	\$200.00	\$185.00

Although the Council must designate an official newspaper for the City's legal notices, City staff does run notices in both papers occasionally, depending on the type of advertisement or to meet state or charter deadlines. For example, employment ads may be run in both papers, depending on the market we are trying to reach. In 2009, the City spent \$4,783.98 in the Potpourri and \$854.70 in the Tribune for notices and advertising. Costs were lower in 2009 than 2008 because we were not required to publish several of the property tax-related and budget-related notices; these larger, display ads generally cost \$400-\$500 each but were not required because the City's tax rate remained the same. Additionally, the City did not bid out as many projects in 2009 (10 projects) as in 2008 (25 projects).

The major portion of the City's advertising is in legal notices, some of which are quarter-page ads required to run as display ads. The rates presented by each newspaper indicate that the cost of legal ads in The Potpourri will be approximately 20%-40% less than the same size ad in the Tribune for 2010, depending on the size and location requirement of the ad. If the advertising levels remain the same in 2010 as 2009, the estimated cost of advertising will be \$6,100 for the Tribune and \$5,300 for the Potpourri.

Both papers have Internet sites and we have had no problems with service or billing with either paper. The Tribune currently has a circulation of 52,400 direct mail customers; we do not have the Potpourri's current circulation figures for the Tomball-Magnolia area, although the figures have been similar historically. As

through the US Postal Service

54715

NOT TRUE

drive
ditch

polkyellowsheet

information, the Potpourri recently relocated to 21901 Tomball Parkway, outside city limits.

Origination:

Charter, State Law

Recommendation:

Staff makes no recommendation.

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

Doris Speer, City Secretary

Houston, TX

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

ATTACHMENTS:

Resolution No. 2010-04

Tribune - Rates

Tribune - Distribution

Potpourri - Rates

Potpourri - Distribution Map

DORIS - we've been told the "other" paper no longer delivers their paper out here. Not even throwing them in driveways like they use to. If u want a copy - you must pick up @ one of their "drop off" locations. We can't even find any of them.

NANCY

Revised 12/16/09
 54,715

TOMBALL MAGNOLIA TRIBUNE
 DISTRIBUTION SHEET
 MAILING.....52,815
 COUNTER TOPPING.....1,900
 TOTAL DISTRIBUTION.....54,715

DATE _____

TOMBALL 77375 77377*
 RT 1 487 (04-87)*
 RT 2 545 (05-45)
 RT 3 669 (06-69)*
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 RT 5 436 (04-36)*
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TOMBALL 77375 77377*
 Residential & Business
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 RT 18 593 (05-93)*
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 RT 20 519 (05-19)*
 RT 21 522 (05-22)*
 RT 22 491 (04-91)
 RT 23 559 (05-59)
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 RT 6 487 (04-87)
 RT 7 300 (03-00)
TOTAL 3,365

HOCKLEY 77447
 RT 1 402 (04-02)
 RT 2 464 (04-64)
 RT 3 596 (05-96)
 RT 4 488 (04-88)
 RT 5 587 (05-87)
 RT 6 465 (04-65)
 RT 7 595 (05-95)
 RT 8 249 (02-49)
TOTAL 3,846

INSERTS ONLY

Name of Inserts

Total Count of Inserts

Zip Codes and Mail Routes

From: Lacy Kastendieck [mailto:lkastendieck@hcnonline.com]

Sent: Monday, January 11, 2010 3:34 PM

To: Theresa Witt

Subject: Ad pricing for Potpourri 2010

Hi Theresa,

The Potpourri is a newspaper and therefore is measured in columns X inches. For example, you have asked for the pricing for a 2" X 5" ad. In the Potpourri this would be interpreted as 2 columns X 5 inches. Each column is equivalent to 1.638" (a little more than an inch and a half) and therefore making the ad much wider than might be expected if someone was thinking in inches only. When speaking of ad size in the newspaper, think "columns across" and "inches down."

Below are the different ad sizes you wanted pricing:

Legal Notice –

2col. X 5" (this is equal to 3.388" X 5") → legal ads will be \$1.75 per line.
This will fit 42 lines of text (from 2009 examples)
Total = \$73.50 (actual value \$126)

4col. X 6" (this is equal to 6.888" X 6") → This will fit 50 lines of text
Total = \$87.50 (actual value \$302.40)

4col. X 5" (this is equal to 6.888" X 5") → This will fit 42 lines of text.
Total = \$73.50 (actual value \$252)

Non-Legal Ads –

2col. X 5" (equal to 3.388" X 5") → **Total = \$100** (actual value at lowest 52X rate = \$149.60)

4col. X 6" (equal to 6.888" X 6") → **Total = \$240** (actual value at lowest 52X rate = \$359.04)

4col. X 5" (equal to 6.888" X 5") → **Total = \$200** (actual value at lowest 52X rate = \$299.20)

Let me know if there is anything I can do.....I hope to keep you guys as my clients and keep the Potpourri as the official paper of the City of Tomball.

Talk to ya'll very soon, ☺

Lacy Kastendieck

Account Executive

Houston Community Newspapers

The Potpourri - Tomball Edition

Direct: (281) 674-1307

Cell: (713) 315-7855

lkastendieck@hcnonline.com

Cluster Map



- | Cluster | Observer | Cluster | Observer | Cluster | Observer |
|---------------------------------------|------------------------------|-----------|----------------------------|------------|--------------------------|
| Cluster 1 | The Courier (Conroe) Wed | Cluster 4 | The North Channel Sentinel | Cluster 9 | Copperfield Sun |
| | The Courier Plus (Conroe) | | The Lake Houston Sentinel | | Cy-Fair Sun |
| | Lake Conroe Plus | | | | Cypress Sun |
| | The Villager (The Woodlands) | Cluster 5 | The Pasadena Citizen Wed | Cluster 10 | Klein Sun |
| Spring Observer | Deer Park Broadcaster | | Champions Sun | | |
| The Villager (The Woodlands) | The Bay Area Citizen | | | | |
| Cluster 1(a) | | Cluster 6 | Pearland Journal | Cluster 11 | Tomball Potpourri |
| | Friendswood Journal | | Magnolia Potpourri | | |
| | | | | | |
| Cluster 1(b) - Cluster 1 & 1(a) Combo | | Cluster 7 | Fort Bend Sun | Cluster 12 | West University Examiner |
| Cluster 2 | | | Sugar Land Sun | | River Oaks Examiner |
| Dayton News | | | | | Bellaire Examiner |
| Cleveland Advocate | | Cluster 8 | Memorial Examiner | | |
| Eastex Advocate | | | Katy Sun | | |
| East Montgomery County Observer | | | | | |
| Cluster 3 | | | | | |
| Kingwood Observer | | | | | |
| Atascocita Observer | | | | | |
| Humble Observer | | | | | |
| East Montgomery County Observer | | | | | |
| Cluster 2 & 3 Combo | | | | | |

Doris Speer

From: Lacy Kastendieck [lkastendieck@hcnonline.com]
Sent: Monday, January 18, 2010 9:11 AM
To: Doris Speer
Subject: Potpourri Circulation & Readership #'s

Good Morning Doris!

Below are the circulation and readership numbers that you will need:

CLUSTER 11 (Tomball & Magnolia combined)

Circulation = 38,313
Readership = 71,645

TOMBALL (only)

Circulation = 17,854
Readership = 33,387

Let me know if there is anything else you need. ☺

Lacy Kastendieck
Account Executive
Houston Community Newspapers
The Potpourri - Tomball Edition
Direct: (281) 674-1307
Cell: (713) 315-7855
lkastendieck@hcnonline.com,

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 1, 2010

Topic:

Approve Request by the Tomball Sister City Organization for 2010 German Heritage Festival Funding Support and Street Closures

Background:

The Tomball Sister City Organization is planning their 10th Annual German Heritage Festival for March 26-28, 2010. Each year this event continues to grow, consistently drawing over 20,000 visitors.

The Sister City Organization is requesting the following support from the City:

1. \$15,000 Hotel Occupancy Tax Fund Grant (application attached)
2. Personnel support from the Public Works and Police Departments
3. Use of the Tomball Community Center (outline in the attached request letter)
4. Supplies:
 - a. One 40 yard roll off dumpster
 - b. 45 portable toilets (including 2 handicap units)
 - c. 6 hand washing stations
 - d. 50 trash boxes and 400 liners
 - e. Twenty barricades and 12 traffic cones

The total estimated cost of personnel and in-kind services is \$6,882.

In addition to the funds, personnel, and supplies requested, the Sister City is also requesting the following road closures:

From 12:00 pm Thursday, March 25, 2010 until 10:00 pm Sunday, March 28, 2010:

- 300 block of Market Street from Cherry to Oak
- South Elm and 100 block of Market
- South Walnut between Market and Fannin

From 9:00 am Friday, March 26, 2010 to 7:00 pm Sunday, March 28, 2010:

- 200 block of Market at Cherry
- South Walnut at Main (closure to start at 5:00 pm Sunday, March 28, 2010)

Origination:

Tomball Sister City Organization

Recommendation:

Funding: Yes

Account Number: 240-240-6356

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

Shawn Cox, Assistant to the City Manager

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

ATTACHMENTS:

TSCO Request Letter

TSCO Request Detail

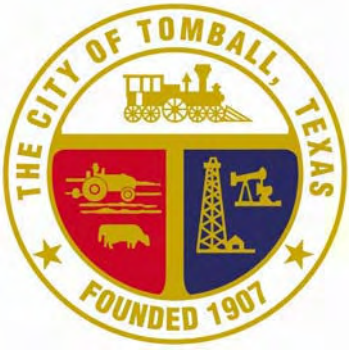
Application for use of Hotel Occupancy Tax - 2010

Articles of Incorporation

2010 Flyers

Support letter from La Quinta

2010 Estimated in-kind services costs



TOMBALL SISTER CITY ORGANIZATION
Tomball, Texas – Telgte, Germany
P.O. BOX 1131
TOMBALL, TEXAS 77377



January 20, 2010

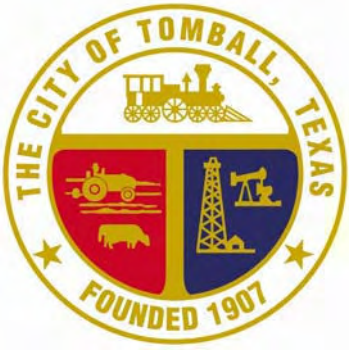
Honorable Mayor, Council Members, and City Manager
401 Market Street
Tomball, Texas 77375

On behalf of your Tomball Sister City Organization and the Tomball German Heritage Festival we respectfully request permission to block off the 300 block of Market Street from Cherry to Oak, South Elm and 100 block of Market, and South Walnut between Market and Fannin from 12:00 pm Thursday, March 25, 2010 until 10:00 pm Sunday, March 28, 2010. The Triple "T" Amusement Carnival will begin Thursday at 6:00 pm and go through Sunday till 10:00 pm. In addition to this, we would like to request closure of the 200 block of Market at Cherry, Friday 9:00 am, March 26, 2010 and South Walnut at Main 5:00 pm until Sunday, March 28, 2010 at 7:00 pm.

Thank you for all your support and help in the past for the City's partnership with the Tomball German Heritage Festival. Please consider our request for this assistance. This year will be bigger and better.

Sincerely,

Grady P. Martin
President, Tomball Sister City Organization
Chairman, Tomball German Heritage Festival



TOMBALL SISTER CITY ORGANIZATION
Tomball, Texas – Telgte, Germany
P.O. BOX 1131
TOMBALL, TEXAS 77377



January 20, 2010

Honorable Mayor and City Council

Re: Request Support for 10th Annual Tomball German Heritage Festival

On behalf of your Tomball Sister City Organization: Our goal is to establish a multi-day event for Tomball which will attract out-of-town and local visitors consistently, year after year, drawing over 20,000 visitors, and to establish Tomball German Heritage Festival as to continue for many years to come. Without your help and support these goals will be impossible to achieve.

Your Tomball Sister City Organization respectfully request for the Tomball German Heritage Festival:

(A) In-kind support in the form of: Friday, March 26, Saturday, March 27, Sunday, March 28, 2010.

Personnel:

1. Public Works - Two (2) employees for Friday night from 6:00 pm to 11:00 pm. Two (2) for Saturday from 8:00 am to 4:00 pm and 4:00 pm to 11:00 pm. Two (2) for Sunday from 10:00 am to 7:00 pm. Employees will need the use of gators for trash pick up.

2. Police Department - One (1) Policeman on Friday night from 6:00 pm to 10:00 pm. Two (2) Policemen for Saturday from 10:00 am to 10:00 pm and Sunday from 12:00 noon to 6:00 pm. The Tomball Sister City Organization is paying for Policemen to watch and secure vendor spots and festival grounds on Friday night from 10:00 pm to 6:00 am Saturday and Saturday night from 10:00 pm to 6:00 am Sunday.

Facilities:

3. The use of the Community Center Friday night from 1:00 pm to 10 pm and Saturday from 8:00 am to 10 pm and Sunday from 10:00 am to 6:00 pm. One (1) employee working these hours, also. The Tomball German Heritage Festival will showcase the heritage that makes this area a great place to work and live. The Community Center will house information of local families with German heritage, many of which originally settled northwest Harris, southern Montgomery and southeastern Waller counties. Posters of major German families of the area will be displayed, along with their family coat of arms, information and photographs of local descendants. Friday night we will be greeting our visitors from Telgte, Germany.

Supplies:

4. One (1) 40 yard roll off, (45) portable toilets including (2) handicap units, and (6) hand wash stations.
5. Fifty (50) trash boxes and 400 liners
6. Twenty (20) barricades, twelve (12) traffic cones

(B) Electricity: More street lighting in the 300 block of Market Street.

(C) Cash Request of \$15,000.00 from the local occupancy tax. We request the exact same amount as 2009. We are asking for no increase even though our cost will increase. We are in desperate need of advertising and marketing dollars which will bring out-of-town visitors to stay in our hotels and spend their dollars in Tomball.

TSCO's total cost and budget for the 2009 festival including; rentals, tents, lighting, entertainment, insurance, security, advertising, etc. was roughly \$55,000.00. For exact numbers we are prepared to present our financial records upon request.

Sincerely,

Grady P. Martin
Tomball Sister City Organization-Chairman
Tomball German Heritage Festival Committee

CITY OF TOMBALL

APPLICATION FOR USE OF HOTEL OCCUPANCY TAX

**Director of Finance
City of Tomball
501 James Street
Tomball, TX 77375**

Applicant Organization: Tomball Sister City Organization

Organization Director: Grady Martin

**Project or Event for which funding is requested: Tomball German Heritage Festival
and Tomball German Christmas Market**

Date of Event: March, 2010

Description of project or event for which funding is requested:

The Tomball German Heritage Festival and German Christmas Market provides visitors to our community with an opportunity to experience the City's relationship with its founding families who were mainly of German descent.

Location of project or event: Market Street from the City Hall to the Depot area

GRANT AMOUNTS:

Amount requested for 2009-2010
 Amount received for 2008-2009
 % increase requested over last year's grant

\$ 15,000
\$ 15,000
 0%

2009-10 Organization Budget Summary

	City Funds	Other Funds	Total
Personnel	-	-	-
Contracted Services		18,675	18,675
Travel		-	-
Rental Expense	6,500	6,000	12,500
Depreciation/Mortgage	N/A	-	-
Advertising	7,500	500	8,000
Insurance	1,000	-	1,000
Other Expenses		20,000	20,000
Volunteer Time	N/A		-
Donated Goods/Services	N/A		-
Total	15,000	45,175	60,175

FUNDS FROM SOURCES OTHER THAN THE CITY OF TOMBALL

Government

Local
 County
 State
 Federal

Amount of Funds

Other Investors/Contributors

Individual
 Corporate
 Foundations

 5,000

Fees

Admissions
 Applications
 Vendors
 Tuition
 Concessions
 Memberships
 Subscriptions
 Other

 30,000

 6,000

 4,175

Total

\$ 45,175

How many people do you expect will visit Tomball from out of town as a result of this project or event? 8-10,000

Based on estimated numbers of visitors to prior festivals.

Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? Yes

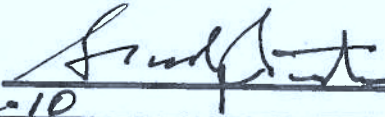
As the event is a multi-day event and vendors travel from outside of the area to sell their goods, it is expected that many of the vendors will stay over night in the City's hotels.

Organization Contact Name, Title, Address and Phone Number:

Grady Martin
Chair Person
8118 Boudreaux
Spring, TX 77379

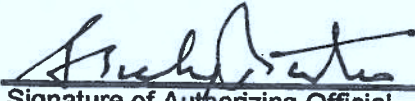
Contact's Signature:

Date:



VALIDATION OF APPLICATION

The signatory declares that he/she is an authorized official of the applicant, is authorized to make this application, and certifies that the information in this application is true and correct to the best of his/her knowledge. Signatory further declares that applicant, if previously funded by the City of Tomball, has successfully fulfilled all prior Grant contract obligations


Signature of Authorizing Official

1-26-10
Date

Grady Martin
Typed Name

Chair Person
Title within the Organization

281 379 6844
Telephone number

GRAD SAND@YAHOO.COM
Email address

Tomball Sister City Organization
Accounting Report
Fiscal Year Ended September 30, 2009

RECEIPTS

<u>Government</u>	<u>Amount of Funds</u>	<u>City Funds</u>
Local	<u>15,000</u>	<u>15,000</u>
<u>Other Investors/Contributors</u>		
Individual	<u>76</u>	
Corporate	<u>6,500</u>	
Foundations	<u></u>	
<u>Fees</u>		
Carnival income	<u>5,757</u>	
Applications	<u></u>	
Vendors	<u>32,232</u>	
Other	<u>141</u>	
Concessions	<u>5,705</u>	
Total Income	<u>\$ 65,411</u>	<u>15,000</u>
 EXPENSES		
Advertising	<u>8,952</u>	<u>8,935</u>
Cleanup costs	<u>400</u>	
Community center rent	<u>-</u>	
Contract security	<u>1,274</u>	
Equipment rental	<u>1,232</u>	
Festival supplies	<u>1,673</u>	
Insurance	<u>1,881</u>	
Live entertainment	<u>15,665</u>	<u>2,142</u>
Office supplies and expenses	<u>359</u>	
Utilities	<u>558</u>	
Tent rental	<u>12,839</u>	<u>3,923</u>
Fireworks	<u>2,500</u>	
Miscellaneous	<u>900</u>	
General and administrative	<u>5,135</u>	
Total expenses	<u>53,368</u>	<u>15,000</u>
NET INCOME (LOSS)	<u>\$ 12,043</u>	<u>\$ -</u>

1. Describe the history and purpose of the organization.

The Tomball Sister City Organization is a nonprofit corporation formed for the purpose of the establishment, sponsorship, promotion and support of cultural, business, educational, diplomatic and other exchanges with Tomball's sister city – Telgte, Germany.

To this end the corporation endeavors to promote and heighten public interest in and appreciation of the culture, business, education, products, people or language of sister cities of the City of Tomball, Texas, and to develop programs and provide activities that highlight such culture, business, education, products, people or language, and to assist its members in the development of such programs and the provisions of such activities.

The Tomball Sister City Organization, Inc. was established by the City of Tomball in 1999 and has been an active part of the community since its beginning. The organization endeavors to help keep Texas German and ethnic heritage alive in this part of Texas through festivals, events, and projects which are related to Texas German heritage, culture, music, arts, and history.

2. Describe how any grant funds will be used.

Any grant monies would be used for improving, establishing, and building the Tomball German Heritage Festival and the German Christmas Market Festival, through

- Adding to the events entertainment and music stages with more German, Czech, Texas, and ethnic folk music and heritage entertainment including local high school groups, German clubs, dance clubs, and professionals.
- Tourism-Related advertising dollars for radio, newspaper, signage, poster/flyer, internet, TV, etc., and more advertising dollars for out-of-town and visitor outreach.
- Rentals and Utilities: Tents, fencing, tables, chairs, stages, sound equipment, and electrical and generator rental.
- Insurance: General liability, alcohol liability, and festivals and events insurance.
- Professional Security Cost: Keeping our visitors safe, our vendor booths secure over night, and securing alcohol at entrances and exits.
- Heritage/Community Center at 221 Market additions, improvements, and enlargement with more culture and art exhibits and displays, and to attract small conventions, such as the Stein Collectors International in 2009.

3. List the programs and activities for the grant year.

- Tomball German Heritage Festival - Always the last weekend in March
- Tomball German Christmas Market - Always the second Saturday in December
- Student Exchange Program with our German sister city Telgte - these exchanges bring German visitors to Tomball.
- Various governmental and volunteer relationships with like groups in our German sister city and in Harris Co., including the ham radio operators, schools Houston Fest & Klein Fest, and an intern from Telgte city government to Tomball city government in 2009.

4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.

The German festival has grown each year since its beginning ten years ago. Starting as a one day event in 2001 with an attendance of less than one hundred people and one Oompah band on the TISD parking lot, the festival has now grown to a three day event with four music stages covering an area of five city blocks, and the attendance has increased to over twenty thousand visitors in 2009.

The first annual German Christmas Market, in conjunction with the City of Tomball Second Saturday event in December, was held in 2008 & 2009. Both were well attended, and expected to grow over the years as well.

All activities and events take place in Tomball. The heart of the event is located at the historical Train Depot Plaza at 201 S. Elm Street in the Old Town area.

5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?

Tomball German Heritage Festival is a music street festival with German folk artist from around Texas, ethnic folk dancers, Texas folk music and dance, bluegrass, vocal music, instrumental music, folk art, arts and crafts exhibits, heritage & craft displays, children's music, Czech folk music, heritage center, German/English church, language displays, local family photo displays, convention in Community Center, tour historical Depot, bronze statue, etc. About 20% of our total budget is used for advertising and attracting visitors, and our advertising dollars are directed toward our out-of-town visitors and tourists.

This three day event requires many visitors and vendors to stay over at least one or two nights (“heads in beds”). Additionally, we have coordinated this event with others, including the annual Texas German Society convention, the Stein Collectors International Convention, Happy Hikers of Houston, and a Texas Wheels of Justice Bicycle Rally that bring others to our event and our city that might not have come just for the festival.

6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?

We publicize our events on our websites, local newspapers, radio, signage, listings on the internet, and working with other community groups like the Chamber of Commerce and the City of Tomball making sure the word is out. We have increased our advertising budget each year.

We evaluate our advertising methods through a “guest registry” that visitors are encouraged to sign which includes an opportunity for them to tell us how they heard about the event, and through informal interviews with attendees by festival volunteers throughout the festival.

7. Explain the public benefits to the City of Tomball that will result from your organization’s efforts.

Tomball becomes a destination city and attracts thousands of tourists and shoppers to the Old Town area of Tomball.

The festivals and events are helping to keep our heritage and history alive in our area.

The organization is committed to supporting and contributing to the historical, cultural, and utility improvements at the historical Depot Plaza, Heritage Center, and Old Town which are home to the Tomball German Heritage Festival, as is evidenced by our providing additional electrical outlets for music stages and vendors and improvements, enlargement, and enhancement of festival grounds. Cash contributions include art and culture projects at the historical Depot, such as the new bronze statue “The Conductor”.

8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?

We have two very successful festival events which draw thousands of visitors and tourists from around Texas, USA, and Germany to Tomball every year, and most of them use our hotels, motels, bed/breakfast, and RV parks. Once the visitor has been exposed to Tomball they come back to shop and to visit year after year.

We bring people to Tomball from German, yearly, with our German Exchange Student Program and visitor from our sister city Telgte.

1 **ARTICLES OF INCORPORATION**

2

3

4

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6

7 I.

8 **NAME**

9 The name of the corporation is Tomball Sister City Organization, Inc.

10 II.

11 **PURPOSE**

12 The corporation is a nonprofit corporation and shall have all of the powers, duties,
13 authorizations and responsibilities as provided in the Texas Non-Profit Corporation Act, as the
14 same exists or may hereafter be amended. The corporation is formed for the purpose of the
15 establishment, sponsorship, promotion and support of cultural, business, educational, diplomatic
16 and other exchanges involving sister cities. To this end the corporation will endeavor to promote
17 and heighten public interest in and appreciation of the culture, business, education, products,
18 people or language of sister cities of the City of Tomball, Texas, as the Board of Directors may
19 determine, and to develop programs and provide activities that highlight such culture, business,
20 education, products, people or language, and to assist its members in the development of such
21 programs and the provisions of such activities. The Corporation intends to adhere to the current
22 Mission Statement of Sister Cities International, as set out on Attachment 1.

23

24

III.

25 LOCATION

26 The places where the business of the corporation is to be transacted are the city of
27 Tomball, Harris County, Texas, and elsewhere within or without the State of Texas in accordance
28 with the laws of said State; and its principal place of business is to be in Tomball, Harris County,
29 Texas. The street address of its registered office is 401 Market, Tomball, Texas 77375 and the
30 registered agent at such address is Warren Driver.

31 IV.

32 TERM

33 The term for which the corporation is to exist is perpetual.

34 V.

35 BOARD OF DIRECTORS

36 1. The Board of Directors of the corporation shall be the governing body of the
37 corporation. The entire Board of Directors shall be elected or appointed in the manner provided
38 in the Bylaws of the corporation. The number of directors may be changed from time to time in
39 the manner provided in the by-laws of the corporation, but in no event shall there be less than
40 three (3) directors.

41 2. A majority of the current directors shall constitute a quorum for the transaction of
42 all business, and a majority of the directors in attendance at any such meeting are authorized to
43 transact such business as may come before the meeting.

44 3. The directors shall have full control and management of all of the affairs of the
45 corporation and shall exercise all legal rights, powers and duties pertaining to the business and
46 affairs of such corporation not inconsistent with these articles of incorporation and applicable

provisions of law.

4. Without limiting the general powers herein and by law conferred, the directors shall have the following specific powers:

A. To select a President.

B. To designate from their membership, or otherwise, such officers as may be deemed necessary or advisable to aid in the transaction of the business and affairs of the corporation and implementation of its projects.

C. To employ such agents, employees or independent contractors as may be reasonably necessary for the efficient transaction of the business and affairs of the corporation.

D. To adopt and amend by-laws consistent with the provisions of these articles of incorporation.

VI.

FIRST BOARD OF DIRECTORS

The names and residences of the directors who are appointed as members of the first Board of Directors, and who shall serve until the first annual meeting and thereafter for the term of years indicated, are as follows:

TOMBALL SISTER CITY ORGANIZATION

Officers & Board of Directors

Revised September, 2003

NAME & ADDRESS	PHONE	TERM EXP.
----------------	-------	-----------

74	Christian C. Tiews, President	281-252-8379	2004
75	25915 Fawnwood		
76	Magnolia, TX 77355		
77			
78	Kit Pfeiffer, Vice President	281-351-9072	2006
79	31214 Helen Lane		
80	Tomball, TX 77375		
81			
82	Jean Driver, Secretary	281-255-6238	2004
83	31115 Lost Creek Court		
84	Tomball, TX 77375		
85			
86	Sandra Martin, Treasurer	281-379-6844	2006
87	8118 Boudreaux		
88	Spring, TX 77379		
89			
90	Ken Schultz	281-351-2641	2006
91	P.O. Box 205		
92	Tomball, TX 77377		
93			
94	Charles & Mary Lou Bogs	281-351-2436	2004
95	24815 Stanolind Rd.		
96	Tomball, TX 77375		
97			
98	Grady Martin	281-379-6844	2006
99	8118 Boudreaux		
100	Spring, TX 77379		
101			
102	Nora Stovall	281-351-0026	2005
103	307 Florence		
104	Tomball, TX 77375		
105			
106	Fred H. Meyer	281-351-5888	2005
107	23207 Cardinal Drive		
108	Hockley, TX 77447		
109			
110			

VII.

POWERS

Without limiting its powers under general law and without limiting its purposes, but in explanation and furtherance thereof, and subject to Article VIII, the corporation shall have the following specific powers:

1. To acquire property of any kind or character by gift, bequest, devise, exchange, purchase, or in any other lawful manner.

2. To hold, accumulate, manage, conserve, lease, rent, sell, mortgage, encumber, convey, exchange, distribute, invest or reinvest, any property or funds which it may have or acquire and to exercise with respect thereto any right or power which any individual could exercise if such individual owned such property or funds in fee simple. The Board of Directors shall not be limited or restricted in the type of investments and reinvestment, which may be made with the funds belonging to this corporation.

VIII.

RESTRICTIONS

None of the property owned or hereafter acquired by this corporation and no part of the net earnings therefrom or the proceeds of the sale thereof shall ever enure to the benefit of any private individual, except as a beneficial donee within the purposes for which this corporation is formed or as reasonable compensation for services rendered in furthering the corporate purposes; and no part of the activities of this corporation shall ever be the carrying on of propaganda, or otherwise attempting to influence legislation.

IX.

CAPITAL STOCK AND ASSETS

The corporation has no capital stock and shall be operated as a non-profit

organization. If the corporation is dissolved, after all liabilities and obligations of the corporation are paid or provision is made therefore, the Board of Directors of the corporation shall adopt a plan for the distribution of the remaining assets of the corporation to one or more organizations that are organized and operated exclusively for charitable or educational purposes and that are exempt from federal income tax under Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, or the corresponding provision or provisions of any subsequent United States Internal Revenue law or laws (the "Code"), and that are not private foundations. Any of such assets not so disposed of shall be disposed of by the Probate Court of the county in which the principal office of the corporation is then located, exclusively for such purposes. No director or officer of the corporation and no private individual will be entitled to share in the distribution of any assets of the corporation in the event of its dissolution.

X.

LIMITATION OF DIRECTORS' LIABILITY

To the fullest extent permitted by Texas law, as the same exists or may hereafter be amended (but, in the case of any such amendment, only to the extent that such amendment permits broader limitations than permitted prior to such amendment), a director of this corporation shall not be liable to the corporation or its members for monetary damages for an act or omission in the director's capacity as a director occurring on or after the date of incorporation of the corporation. Any repeal or amendment of this Article shall be prospective only, and shall not adversely affect any limitation on the personal liability of a director of the corporation existing at the time of such repeal or amendment.

XI.

INDEMNIFICATION

The corporation shall indemnify any person who was, is, or is threatened to be made a named defendant or respondent in a proceeding (as hereinafter defined) because the person (i) is or was a director or officer of the corporation or (ii) while a director or officer of the corporation, is or was serving at the request of the corporation as a director, officer, partner, venturer, proprietor, trustee, employee, agent or similar functionary of another foreign or domestic corporation, partnership, joint venture, sole proprietorship, trust, employee benefit plan or other enterprise, to the fullest extent that a corporation may grant indemnification to a director under the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended. Such right shall be a contract right and shall include the right to be paid by the corporation expenses incurred in defending any such proceeding in advance of its final disposition to the maximum extent permitted under the Texas Non-Profit Corporation Act, as the same exists or may hereafter be amended. If a claim for indemnification or advancement of expenses hereunder is not paid in full by the corporation within 90 days after a written claim has been received by the corporation, the claimant may at any time thereafter bring suit against the corporation to recover the unpaid amount of the claim, and if successful in whole or in part, the claimant shall be entitled to also be paid the expenses of prosecuting such claim. It shall be a defense to any such action that such indemnification or advancement of costs of defense is not permitted under the Texas Non-Profit Corporation Act, but the burden of proving such defense shall be on the corporation. Neither the failure of the corporation (including its Board of Directorss or any committee thereof, special legal counsel or members, if any) to have made its determination prior to the commencement of such action that indemnification of, or advancement of costs of defense to, the

claimant is permissible in the circumstances nor an actual determination by the corporation (including its Board of Directors or any committee thereof, special legal counsel or members, if any) that such indemnification or advancement is not permissible shall be a defense to the action or create a presumption that such indemnification or advancement is not permissible. In the event of the death of any person having a right of indemnification under the foregoing provisions, such right shall insure to the benefit of such person's heirs, executors, administrators and personal representatives. The rights conferred above shall not be exclusive of any other right which any person may have or hereafter acquire under any statute, by-law, resolution of members, if any, or directors, agreement or otherwise. To the extent permitted by then applicable law, the grant of mandatory indemnification to any person pursuant to this Article shall extend to proceedings involving the negligence of such person. The corporation may additionally indemnify any person covered by the grant of mandatory indemnification contained in this Article to such further extent as is permitted by law and may indemnify any other person to the fullest extent permitted by law. The corporation may purchase and maintain insurance or a similar arrangement (including, but not limited to, a trust fund, self-insurance, a security interest or lien on the assets of the corporation, or a letter of credit, guaranty or surety arrangement) on behalf of any person who is serving the corporation (or another entity at the request of the corporation) against any liability asserted against such person and incurred by such person in such a capacity or arising out of status as such a person, whether or not the corporation would have the power to indemnify such person against that liability under this Article or by statute. Notwithstanding the other provisions of this Article, the corporation may not indemnify or maintain insurance or a similar arrangement on behalf of any person if such indemnification or maintenance of insurance or similar arrangement would subject

the corporation to income or excise tax under the Code.

ARTICLE XII

ACTION BY CONSENT

Any action required by the Texas Non-Profit Corporation Act to be taken at a meeting of the members or directors of the corporation or any action that may be taken at a meeting of the members or directors or of any committee may be taken without a meeting, without prior notice, and without a vote, if a consent or consents in writing, setting forth the action so taken, is signed by a sufficient number of members, directors, or committee members as would be necessary to take such action at a meeting at which all of the members, directors, or members of the committee were present and voted. Any such written consents shall be executed, dated, and delivered to the corporation in the manner required by Article 9.10C of the Texas Non-Profit Corporation Act.

Dated this _____ day of _____, 1999.

INCORPORATOR



German Heritage Festival 10th Anniversary

March 26 27 28, 2010

Old Town Tomball, Texas

Four Stages of Live German Music

*** Alpenfest * Chris Rybak * Folk Dancers**

*** Arts & Crafts * Food * Bier * Wein**

*** Carnival * Fireworks * Bluegrass**

*** Bicycle Rally * Kid's Area * 150 Street**

Vendors * German Church * Heritage Center



Fun for the whole family.
You don't have to be
German to enjoy
this festival.

201 S. Elm Street – Historical Depot Plaza

No admission or parking fees.

Fri 6pm-10pm, Sat 10am-10pm, Sun 10am-6pm

More info: www.tomballsistercity.org
or 281-379-6844 or gradsand@yahoo.com



**German Clubs participating in Houstonfest
are invited to
share their talents at the
Tomball German Heritage Festival!**

1. A donation is made to each club who performs at the festival.

There is room for two groups on Saturday and three groups on Sunday. Performances can be polka band, dance group, choir or soloist.

2. Prize money is awarded to winning projects displayed during the three days of the event.

\$25 for first place, \$20 for second place, \$15 for third place.

The six categories are Doll Costume, Needlework, Photo Essay, Poster Design, T-shirt Design, Club Albums.

3. Admission and parking for the festival is free!

so even if a club can not participate, they are still encouraged to come out for a great time, traditional German music, dance and family fun.

The festival relies on its sales and corporate sponsors to bring in funds for these and other beneficial programs supporting youth and community.



March 26-28 2010

Located near the Depot on Market

between Cherry and Elm in downtown Tomball

Performing this year are:

Alpenfest, 3rd Generation Band, Das Ist Lustig, Enzian Buam, Round Top Brass Band, Terry Cavanagh and many more. Each of these bands offers their own unique version of traditional German and Alpine music, complete with yodeling and folk instruments.

Folk dance groups will perform dances from Europe and the USA.

Wear your lederhosen and join in on the fun!

For more information, see

www.tomballsistercity.org or

call 281-379-6844

To participate, contact Rustin Buck

**These projects were displayed
in the German Heritage Center
during the 2009 festival.**



The Tomball Sister City Organization sponsors the Tomball German Heritage Festival. It is a non-profit corporation formed for the purpose of the establishment, sponsorship, promotion and support of cultural, business, educational, diplomatic and other exchanges with Tomball's sister city - Telgte Germany. Student exchange programs are also supported by this organization.



10/21/09

To Whom It May Concern:

We here at La Quinta Inn and Suites Tomball, TX believe that the German Heritage Festival that is held here yearly is a great event. Not only does it provide our current guest with a family activity to take part in, but it also brings us many more guests, providing our hotel with much needed revenue. This is an event that we look forward to every year as a hotel and as members of this community. We are proud to allow the German Heritage Festival to use our Hotel name and Logo in any advertising they may do for their event. And we would like to offer participants a special rate of \$85 a night plus tax if they mention they are attending the German Heritage Festival in Tomball, TX. We hope that the German Heritage Festival continues to use Tomball as their setting and will be happy to help in any way that we can to insure this. If you have any questions please feel free to contact us directly.

Thank you,

Lisa Lerch / Assistant General Manager
Ron Tocci / General Manager
La Quinta Inn & Suites
14000 Medical Complex Dr.
Tomball, Tx 77377
281-516-0400 Phone
281-516-0401 Fax

wake up on the bright side™

Estimated Cost of In-Kind Services for 2010 German Heritage Festival

Overtime for personnel:

Police	\$1,750
Public Works	\$1,500
Community Center	\$252

Supplies:

Portable toilets	\$2,630
Other supplies & fuel	\$500

Barricades & cones	Provided by City of Tomball
40 yard roll-off	Provided by WCA
Trash boxes & liners	Provided by WCA

Electricity:

Electric use	\$250
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Total in-kind services	\$6,882
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Regular City Council Agenda Item Data Sheet

Meeting Date: February 1, 2010

Topic:

Approve Assignment of Facilities Agreement with Tennessee Gas Pipeline Company to Alamo Pipeline, LLC and Authorize Interim City Manager to Execute Agreement

Background:

On June 7, 1999, Council authorized the execution of a facilities agreement with Tennessee Gas Pipeline for a new south city gate on Humble Road. This facilities agreement created a new delivery point for the City's natural gas needs.

On January 11, 2010, the City of Tomball received a Letter of Consent Requesting Assignment from Tennessee Gas Pipeline. This letter asks the City of Tomball to approve the transfer of ownership of the Facilities Agreement to Alamo Pipeline, LLC. Tennessee Gas Pipeline requests City approval under Section 6.9 of the original agreement, which requires the City of Tomball to approve any transfer of ownership. Once approval is received and ownership is transferred, Alamo Pipeline, LLC will assume all responsibilities held by Tennessee Gas Pipeline under the agreement.

This new agreement will not change any of the services provided under the original agreement, it is only a change of ownership.

Origination:

City Manager's Office

Recommendation:

City staff recommends approval

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

Shawn Cox, Assistant to the City Manager

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

ATTACHMENTS:

Letter of Consent Requesting Assignment

Original 1999 Agreement with Tennessee Gas Pipeline

January 7, 2010

City of Tomball
401 West Market St.; Suite C
Tomball, TX 77375
Attn: Mr. Ben Griffin
(281) 351-5484

Re: Letter of Consent Requesting Assignment
Tennessee Gas Pipeline Company to Alamo Pipeline, LLC
Facilities Agreement No. TGPLPMRRM3484
Dated June 9, 1999
Harris County, TX

Dear Mr. Griffin,

Reference is made to the above referenced Facilities Agreement (the "Agreement") between Tennessee Gas Pipeline Company ("Tennessee") and City of Tomball ("Tomball") wherein, among other things, the parties agreed to the construction of an interconnect on Tennessee's system at or near Tennessee's existing Milepost 21A-101+4.78 in Harris County, Texas.

Tennessee and Alamo Pipeline, LLC ("Alamo") are parties to a purchase and sale agreement whereby Tennessee intends to convey all of its right, title and interest in and to that Facilities Agreement No. TGPLPMRRM3484 along with all facilities, assets, and appurtenances thereto located in and the Agreement to Alamo.

This letter serves to formally request the consent of Tomball, pursuant to Section 6.9 of the Agreement, of the assignment of the rights and obligations of Tennessee to Alamo. Please indicate Tomball's consent to such assignment by having a duly authorized representative of Tomball execute all copies of this letter in the space provided below and returning one copy to the attention of the undersigned. Once the actual assignment has occurred, written advisement along with a copy of the assignment document will be sent to Tomball.

Should you have any questions concerning this request, please call Michael Guerra at 713 420-4439.

Very truly yours,



Michael Guerra
Supply Development Coordinator
Tennessee Gas Pipeline Company

AGREED TO AND ACCEPTED THIS _____
DAY OF _____, 2010.

City of Tomball

By: _____

Name: _____

Title: _____

June 9, 1999

City of Tomball
401 West Market St.; Suite C
Tomball, Texas 77375

Attention: Mr. Ben Griffin

Re: Facilities Agreement
Installation of Facilities
Tennessee's M.P. 21A-101+4.78
TGP Contract: TGPLPMRRM3484
Facility No.: 1228

Gentlemen:

This Facilities Agreement ("Agreement") constitutes the agreement between TENNESSEE GAS PIPELINE COMPANY ("Tennessee") and CITY OF TOMBALL ("Tomball") concerning the establishment of Tap Facilities and Connecting Facilities for a new point of delivery at a proposed point of interconnection on Tennessee's system at or near Tennessee's M.P. 21A-101+4.78 in Harris County, Texas. Tennessee and Tomball are each a "Party" and together are the "Parties" to this Agreement.

In order to establish such new point of delivery, and in accordance with the provisions of this Agreement: (a) Tennessee shall install the necessary check valve at Tennessee's existing S.V. 21A-1132, (located on Tennessee's Line No. 21A-100, approximately at M.P. 21A-101+4.78), electronic gas measurement and communications equipment ("EGM"), interconnecting pipeline facilities inside Tennessee's right-of-way boundary, and appurtenant facilities; and (b) Tomball shall install the necessary interconnecting pipeline facilities outside Tennessee's right-of-way boundary, measurement, pressure regulation, cathodic protection, separation and containment facilities, and appurtenant facilities.

Exhibit "A," graphically representing the responsibilities under this Agreement, is attached hereto and incorporated herein for all purposes. In consideration of the mutual covenants, promises and agreements herein contained, Tennessee and Tomball agree as follows:

SECTION 1 - TAP FACILITIES

1.1 **Tap Facilities.** The Tap Facilities shall consist of the following: the check valve at Tennessee's existing S.V. 21A-1132; EGM; certain interconnecting pipeline facilities inside Tennessee's right-of-way boundary; and appurtenant facilities.

1.2 **Tennessee's Rights and Obligations.**

(a) Tennessee or its designee shall, as applicable, design, install, construct, inspect, test and remove the Tap Facilities, all in accordance with Tennessee's specifications, in

TENNESSEE GAS PIPELINE

CITY OF TOMBALL

June 9, 1999

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accordance with sound and prudent natural gas industry practice, and in accordance with all valid and applicable laws, rules, regulations, orders and directives of any applicable authority having jurisdiction.

(b) Tennessee shall own the Tap Facilities at all times, and the Tap Facilities shall be subject to Tennessee's sole discretion as to the standards and requirements of engineering, safety and method of use.

(c) Tennessee shall have the right, but not the obligation, to install gas sampling equipment in the event Tomball's volumes reach or exceed 5 MMcf/day, as determined by calculating the average daily flow rate for a given month. If such gas sampling equipment is necessary, said equipment shall be at Tomball's sole cost, expense and liability, and Tomball shall reimburse Tennessee in accordance with the provisions of Section 3 hereunder. Once installed, the gas sampling equipment shall become part of the Tap Facilities hereunder.

(d) In the event that Tomball desires Tennessee to install any facilities to effectuate compliance hereunder, upon written notification to and acceptance by Tennessee, such facilities shall be installed subject to all terms and conditions of this Agreement, as applicable.

1.3 Tomball's Rights and Obligations.

(a) Tomball shall reimburse Tennessee for the costs incurred by Tennessee associated with the Tap Facilities in accordance with the provisions of Section 3 hereunder.

(b) Tomball shall provide support for any regulatory authorization or permitting requirements necessary to support the Tap Facilities at any duly authorized federal, state or government agency having jurisdiction including, but not limited to, all exhibits required by an application for FERC authorization.

(c) Tomball shall maintain responsibility for the acquisition of all necessary rights-of-way and permits for the site upon which any portion of the Tap Facilities located outside of Tennessee's right-of-way will be located. Tomball shall perform the necessary site preparations, maintenance and improvements, including installation of site fencing, electrical service and, if Tennessee deems it to be necessary, telephone service. Tomball shall provide, if not already existing, and shall maintain an all-weather road to access the Tap Facilities site for performance of the obligations hereunder. Tennessee shall have free and unrestricted use of such all-weather road at all times to access the Tap Facilities. Provisions for the necessary property-related document(s) shall be coordinated with Mr. Dave Huebner, Senior Property Rights Specialist, at (281) 592-6436, Ext.-2035.

(d) Should Tennessee elect to install gas sampling equipment as provided in Section 1.2(d) hereunder, such installation shall be at Tomball's sole cost, expense and liability.

TENNESSEE GAS PIPELINE

CITY OF TOMBALL

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Tomball shall reimburse Tennessee in accordance with the provisions of Section 3 hereunder.

- 1.4. **Operation and Maintenance.** Tennessee or its designee shall operate, repair, replace and maintain the Tap Facilities, in accordance with Tennessee's specifications, in accordance with sound and prudent natural gas industry practice, and in accordance with all valid and applicable laws, rules, regulations, orders and directives of any applicable authority having jurisdiction. Exhibit "B," specifying Tennessee's and Tomball's separate responsibilities under Tennessee's Operation and Maintenance Policy, is attached hereto and incorporated herein for all purposes.
- 1.5. **EGM.** Tennessee shall maintain responsibility for the volumetric determination and thermal (Btu) analysis. The Parties hereby agree to utilize Tennessee's EGM for volumetric determination and custody transfer purposes.
- 1.6. **Title.** Title to the Tap Facilities shall be in Tennessee's name, and shall be owned by Tennessee.

SECTION 2 - CONNECTING FACILITIES

- 2.1 **Connecting Facilities.** The Connecting Facilities shall consist of the following: certain interconnecting pipeline facilities outside Tennessee's right-of-way boundary; measurement facilities; cathodic protection; filter separation and containment facilities; pressure regulation facilities; and appurtenant facilities.
- 2.2 **Tennessee's Rights and Obligations.**
 - (a) Tennessee has the right, but not the obligation, to inspect the Connecting Facilities at all reasonable times to assure compliance with Tennessee's specifications.
 - (b) Tennessee or its designee, has the right of access to the Connecting Facilities installed by Tomball at all reasonable times to install Tap Facilities or Connecting Facilities on the Connecting Facilities, if necessary, and to witness, inspect and test the Connecting Facilities to ensure that such facilities are, as applicable, constructed and installed in accordance with the current version of Tennessee's Meter Station Design Specifications and Measurement Practices and Design Specifications for Dry Land Facilities to be Built by Others, and operated, maintained, inspected and tested in accordance with Tennessee's Meter Station Design Specifications and Measurement Practices, as may be revised from time to time.
 - (c) In the event that Tomball desires Tennessee to install any Connecting Facilities to effectuate compliance hereunder, upon written notification to and acceptance by Tennessee, such Connecting Facilities shall be installed subject to all terms and conditions of this Agreement, as applicable.

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CITY OF TOMBALL
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2.3 Tomball's Rights and Obligations.

(a) Tomball shall design, install, construct, test and remove the Connecting Facilities in accordance with Tennessee's specifications, in accordance with sound and prudent natural gas industry practice, and in accordance with all valid and applicable laws, rules, regulations, orders and directives of any applicable authority having jurisdiction.

(b) Prior to the start of construction, Tomball or its designee shall submit to Tennessee for approval such drawings and documentation as required by Tennessee to verify compliance with Tennessee's specifications, and Tomball shall submit copies of any required permits for Tennessee's review.

(c) In the event any Connecting Facilities installed by Tomball are determined not to be in accordance with Tennessee's specifications at any time, all necessary changes and modifications shall be undertaken by Tomball at no expense to Tennessee prior to gas flow and from time to time thereafter.

(d) Tomball shall reimburse Tennessee for the costs incurred by Tennessee associated with the Connecting Facilities in accordance with the provisions of Section 3 hereunder.

(e) Tomball shall provide support for any regulatory authorization or permitting requirements necessary to support the Connecting Facilities at any duly authorized federal, state or government agency having jurisdiction including, but not limited to, all exhibits required by an application for FERC authorization.

(f) Tomball shall maintain responsibility for the acquisition of all necessary rights-of-way and permits for the operation, maintenance and protection of the Connecting Facilities and for the site upon which the Connecting Facilities will be located. Such site shall be adjacent to Tennessee's right-of-way, and Tomball shall perform the necessary site preparations, maintenance and improvements, including installation of site fencing, electrical service and, if Tennessee deems it to be necessary, telephone service. Tomball shall provide, if not already existing, and shall maintain an all-weather road to access the Connecting Facilities for performance of the obligations hereunder. Tennessee shall have free and unrestricted use of such all-weather road at all times to access the Connecting Facilities. Provisions for the necessary property-related document(s) shall be coordinated with Mr. Dave Huebner, Senior Property Rights Specialist, at (281) 592-6436, Ext.-2035.

(g) At Tomball's sole cost, expense and liability, Tomball shall be responsible for providing pressure regulation and over-pressure protection for Tomball's system downstream of the Connecting Facilities.

(h) At Tomball's sole cost, expense and liability, Tomball shall maintain responsibility for the injection of all odorant at levels required by all regulatory authorities downstream of Tennessee's S.V. 21A-1132.

TENNESSEE GAS PIPELINE

CITY OF TOMBALL

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(i) At Tomball's sole cost, expense and liability, Tomball shall install and maintain any additional filter separation and containment equipment downstream of Tomball's pressure regulation.

(j) By its execution of this Agreement, Tomball warrants to Tennessee that no points of receipt into or delivery from Tomball's interconnecting pipeline hereunder currently exist or shall exist at any time on the Connecting Facilities, without Tennessee's prior written consent; provided further, any such interconnections, or other facilities, or equipment added thereto, or modifications made thereon shall be at Tennessee's sole discretion and Tomball's sole expense and subject to Tennessee's design and operating parameters, and shall be approved ninety (90) days in advance and in writing by Tennessee. Subsequent to the execution of this Agreement, should such points of interconnection, modifications, or other facilities come to exist on the Connecting Facilities without the express written approval of Tennessee, then Tennessee shall be entitled to recover any damages from Tomball and at any time, and without advance notice to Tomball, close and lock the upstream valve of the measurement, with such valve to remain locked until the parties have made the necessary changes, including but not limited to relocation of the measurement facilities described hereunder, necessary to retain the integrity of Tennessee's custody transfer measurement point, and to comply with such standards as reasonably required by Tennessee, all at Tomball's sole cost, expense and liability.

(k) At Tomball's sole cost, expense and liability, Tomball shall install, own, operate, maintain and test the appropriate cathodic protection facilities for Tomball's interconnecting pipeline, in accordance with Tennessee's specifications, in accordance with sound and prudent natural gas industry practice, and in accordance with all valid and applicable laws, rules, regulations, orders and directives of any applicable authority having jurisdiction.

(l) Tomball shall provide Tennessee advance notification of any entity designated to perform the activities for which Tomball is responsible hereunder, including phone number and contact personnel.

2.4 **Operation and Maintenance**. Tomball or its designee shall operate, repair, replace and maintain the interconnecting pipeline facilities, filter separation equipment and containment facilities, cathodic protection, pressure regulation, and appurtenant facilities, and shall repair, replace and maintain the measurement facilities, in accordance with Tennessee's specifications, in accordance with sound and prudent natural gas industry practice, and in accordance with all valid and applicable laws, rules, regulations, orders and directives of any applicable authority having jurisdiction. Tomball shall immediately advise Tennessee of the discovery of any leaks on the Connecting Facilities and of the proposed method of repair. Tomball shall timely complete such repairs and shall notify Tennessee in writing upon completion. Tennessee or its designee shall operate the measurement facilities in accordance with Tennessee's specifications, in accordance with sound and prudent natural gas industry practice, and in accordance with all valid and applicable laws, rules, regulations, orders and directives of any applicable authority having jurisdiction. Exhibit "B," specifying

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Tennessee's and Tomball's separate responsibilities under Tennessee's Operation and Maintenance Policy, is attached hereto and incorporated herein for all purposes.

- 2.5 **Warranty.** Tomball shall provide Tennessee with an annual warranty statement indicating that Tomball is operating and maintaining Tomball's interconnecting pipeline facilities in accordance with Tennessee's specifications, in accordance with sound and prudent natural gas industry practice, and in accordance with all valid and applicable laws, rules, regulations, orders and directives of any applicable authority having jurisdiction, as referenced in Section 2.4 herein.
- 2.5 **Title.** Title to the Connecting Facilities shall be in Tomball's name, and shall be owned by Tomball.

SECTION 3 - PAYMENT TERMS

- 3.1 **Payment.** Tomball shall pay Tennessee for all costs incurred by Tennessee for the project as described herein, including, but not limited to, all costs and expenses associated with the design, installation, construction, inspection and testing of the Tap Facilities and Connecting Facilities including any overhead charges, gas losses and gas used for loading of the Connecting Facilities, and liability as provided in Section 4.2, subject to Sections 1.3(a) and 2.3(d). It is estimated that the costs to be paid to Tennessee by Tomball shall be Twenty-Six Thousand, Two Hundred Dollars (\$26,200.00), but such estimate shall not be construed as limiting payment by Tomball. Prior to the commencement of Tennessee's performance hereunder, Tomball shall pay Tennessee this estimated amount.
- 3.2 **Reconciliation.** As soon as practical after completion of the project as described herein, Tennessee shall render an invoice or a credit, as the case may be, for any variance between the prepayment and the total project cost, including overheads.
- 3.3 **Remittance.** Tomball shall make payment to Tennessee at Houston, Texas within fifteen (15) days from the date such invoice(s) is rendered. Should Tomball fail to make timely payment of such invoice, Tennessee shall be entitled to collect the amount of such invoice, together with interest, at a rate equal to the lesser of one percent (1%) above the prime rate from time to time charged by Chase Manhattan N.A., or the maximum applicable non-usurious rate of interest. Such interest shall accrue on unpaid amounts, including on unpaid interest, compounded daily, beginning on the payment due date of Tennessee's invoice to Tomball, and shall terminate when such invoice is paid. Notwithstanding, Tomball will not be required to pay more than the lawful rate of interest applicable to municipalities.
- 3.4 **Early Termination.** In the event Tomball elects to discontinue the project described herein prior to completion of said project, Tomball shall reimburse Tennessee for all related costs and expenses theretofore accrued prior to such discontinuance.

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- 3.5 **Right to Audit.** Each Party shall have the right, upon thirty (30) days advance written notice, to examine, at any reasonable time, the books and records of the other Party to the extent necessary to verify the accuracy of any statement or computation made under or pursuant to provisions hereunder. Any such audits may be initiated at any time hereunder, but must be initiated not later than twelve (12) months after the date of Tomball's receipt from Tennessee of written notice that the project described herein has been completed. Should either Party fail to initiate an audit within such 12-month period, the books and records of account as prepared shall be presumed to be correct. In the event an audit reveals discrepancies or errors, such discrepancies or errors shall be adjusted and the results shall be charged or credited according to the results of the audit. All costs incurred to conduct the audit shall be borne by the Party requesting the audit unless adjustments are made as a result of the audit. In such event, the costs incurred to conduct the audit will be apportioned between the Parties according to the adjustments made as a result of the audit.

SECTION 4 - INDEMNITIES

- 4.1 **Tennessee's Indemnity.** Notwithstanding any other provision in this Agreement, Tennessee agrees to protect, defend, indemnify and hold Tomball, its directors, officers, employees, attorneys-in-fact, agents, and affiliated companies, free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character, including, but not limited to, the amounts of judgments, penalties, interest, court costs, investigation expenses and costs and legal fees incurred by Tomball, its directors, officers, employees, attorneys-in-fact, agents and affiliated companies, in defense of same arising in favor of any governmental agencies, thirdparties, contractors or subcontractors, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, and all other claims or demands of every character occurring or in anywise incident to, in connection with, or arising out of Tennessee's or its contractor's or subcontractor's negligence, gross negligence or willful misconduct solely related to activities performed under this Agreement. This indemnity provision may be limited as necessary by applicable law.
- 4.2 **Tomball's Indemnity.** Notwithstanding any other provision in this Agreement, Tomball agrees to protect, defend, indemnify and hold Tennessee, its directors, officers, employees, attorneys-in-fact, agents, and affiliated companies, free and harmless from and against any and all losses, claims, liens, demands, and causes of action of every kind and character, including, but not limited to, the amounts of judgments, penalties, interest, court costs, investigation expenses and costs and legal fees incurred by Tennessee, its directors, officers, employees, attorneys-in-fact, agents and affiliated companies, in defense of same arising in favor of any governmental agencies, third parties, contractors or subcontractors, on account of taxes, claims, liens, debts, personal injuries, death or damages to property, and all other claims or demands of every character occurring or in anywise incident to, in connection with, or arising out of Tomball's or its contractor's or subcontractor's negligence, gross negligence or willful misconduct solely related to activities performed under this Agreement. This indemnity provision may be limited as necessary by applicable law.

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- 4.3 **Consequential Damages.** Notwithstanding the above, in the event of damage of the facilities of either Party hereto, the liability of Tomball and Tennessee to the other shall not include liability for consequential or special damages, including, for example, loss of profit, revenue or use of capital.
- 4.4 **Control and Possession.** As between the Parties hereto, Tomball shall be deemed to be in control and possession of the gas upon delivery from Tennessee's system at the Tap Facilities at Tennessee's S.V. 21A-1132. Tennessee shall have no responsibility with respect to any gas hereunder after delivery at the Tap Facilities at Tennessee's S.V. 21A-1132, and Tomball shall indemnify, defend and hold Tennessee harmless, pursuant to Section 4.2 hereunder, against all losses, including, but not limited to, loss of gas, claims, liens, demands and causes of action of every kind and character, without limitation and regardless of fault.
- 4.5 **Tomball's Waiver of Rights.** Tomball hereby expressly waives all rights of recovery against Tennessee for any damages caused by liquids received at the Connecting Facilities.

SECTION 5 - TERM AND TERMINATION

- 5.1 **Term and Termination.** This Agreement shall be effective as of April 24, 1998 and shall remain in full force and effect thereafter until the final removal and/or abandonment of any Tap Facilities and Connecting Facilities constructed hereunder is complete, unless sooner terminated by either Party, as follows:
- (a) In the event Tomball desires to disconnect the Tap Facilities and/or Connecting Facilities from Tennessee, Tomball shall tender one hundred eighty (180) days advance written notice to Tennessee of such intent and the form of abandonment, and upon such disconnection of the Tap Facilities and/or Connecting Facilities, this Agreement shall terminate; or,
 - (b) Tennessee shall have the right to terminate this Agreement in the event Tomball has failed to make timely payment of the estimated amount in accordance with the payment provisions herein, and/or Tomball has not authorized Tennessee to proceed with the proposed construction described herein, such that the installation can reasonably be completed and fully operational within six (6) months of the date of this Agreement. Unless the Parties mutually agree otherwise, Tennessee shall have the right to terminate this Agreement upon sixty (60) days advance written notice to Tomball if gas has not flowed through the Tap Facilities and Connecting Facilities for the previous period of twelve (12) consecutive months, or if Tomball or its designee has caused the Tap Facilities and Connecting Facilities to be disconnected or removed.
- 5.2 **Survival.** The indemnification provisions and payment obligations hereof shall survive any termination relative to all losses, deaths, injuries, claims, billings, liens, demands

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CITY OF TOMBALL
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and causes of action of every kind and character, discovered or undiscovered, arising out of, in connection with, or as an incident to this Agreement.

SECTION 6 - MISCELLANEOUS

- 6.1 **Liens.** Each Party agrees to notify the other Party immediately of the filing of all such claims and any liens including, without limitation, laborers', materialmen's and mechanics' liens upon property of the other, and upon which the work is located, arising out of the services, labor and material furnished by either Party or its contractors or subcontractors under this Agreement. Either Party may, upon receipt of notice of the filing of any such liens, at its option, require a bond in an amount and with such sureties as may be approved by such Party, conditioned to indemnify and save harmless such Party from all such liens upon or against its property. In the event such Party fails or refuses to furnish such bond when so required, the other Party shall have the right to pay any sums necessary to obtain the release of such liens and bill the costs to the Party failing to keep the other's property free of claims.
- 6.2 **Drug and Alcohol Testing.** Tennessee and Tomball shall be in compliance with the terms of the United States Department of Transportation Federal Pipeline Safety Drug and Alcohol Testing regulations, as applicable.
- 6.3 **Reliance.** All factual recitals, covenants, agreements, representations and warranties made herein shall be deemed to have been relied on by the Parties in entering into this Agreement.
- 6.4 **Dispute Resolution.** If a disagreement under this Agreement arises between the Parties, prior to filing a lawsuit, Tomball and Tennessee will seek in good faith to resolve the dispute by agreement. Agreement will not be considered unachievable until the matter has been turned over to an executive officer of Tomball and Tennessee respectively and they are unable to resolve the matter within sixty (60) days of receipt of notification by such executive officers of such disagreement. Unreasonable delay on the part of an officer to attend to a dispute will indicate that agreement is unachievable. Agreement between Tomball and Tennessee in a dispute may include disposition of the matter, agreement to submit the dispute to arbitration or agreement upon a conciliatory method.
- 6.5 **Legal Fees.** If any legal action is brought by either of the Parties hereto, it is expressly agreed that the Party in whose favor final judgment shall be entered shall be entitled to recover from the other Party reasonable attorney's fees in addition to any other relief which may be awarded.
- 6.6 **Governing Law. THIS AGREEMENT AND THE RIGHTS AND DUTIES OF TENNESSEE AND TOMBALL SHALL BE GOVERNED BY AND INTERPRETED IN ACCORDANCE WITH THE INTERNAL LAW, AND NOT THE LAW OF CONFLICTS, OF THE STATE OF TEXAS.**

TENNESSEE GAS PIPELINE

CITY OF TOMBALL

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- 6.7 **Notices.** Any notice, request, statements or other communications provided for in this Agreement shall be in writing and shall be given by personal delivery or shall be deposited with the United States Postal Service, postage prepaid, and addressed as follows; such notices may be transmitted by telephone or facsimile for expediency but shall be followed-up in writing:

- (a) All notices to be sent to Tennessee shall be addressed to:

Tennessee Gas Pipeline Company
P.O. Box 2511
Houston, Texas 77252
Attention: Manager, Property Rights Services
Phone: (800) 781-4152
FAX: (713) 420-2155

For Invoice Matters:

Attention: **Property Accounting Department**
(713) 420-3928

Re: Facilities Agreement No.: TGPLPMRRM3484
Facility Request No.: 1228

For Engineering Matters:

Attention: Mr. Joe Hernandez
(713) 420-5512

For Operating Matters (Measurement, Operations, Maintenance, etc.):

Attention: Mr. Jim C. Smith, Area Manager
(281) 592-6436

- (b) All notices to be sent to Tomball shall be addressed to:

City of Tomball
401 West Market St.; Suite C
Tomball, Texas 77375
Attention: Mr. Ben Griffin
(281) 351-5484
FAX: (281) 351-6256

Tomball's 24-hr Contact & Phone:

Tomball Police Department

1-281-351-5484

Either Party may change its address for notice by giving notice.

6.8 **Governmental Laws and Regulations.**

(a) This Agreement, and all the terms and conditions contained herein, are subject to Tennessee's FERC Gas Tariff and to all valid and applicable laws, orders, directives, rules and regulations of duly constituted authorities having jurisdiction, as amended from time to time. This Agreement is conditioned upon the receipt and acceptance of all

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regulatory authorizations necessary to the rendering of this service by Tennessee on terms acceptable to Tennessee in its sole discretion. No construction or installation shall be commenced hereunder prior to the receipt and acceptance of such regulatory authorizations.

(b) Tennessee shall not use the costs incurred and reimbursed hereunder for the construction of the Tap Facilities and Connecting Facilities as either revenues or costs in establishing its general system rates.

(c) Nothing herein shall require Tennessee to file an application for a certificate of public convenience and necessity under Section 7(c) of the Natural Gas Act.

6.9 **Successors and Assigns.**

(a) The rights and obligations contained in this Agreement shall not be assigned by either Party without the express written consent of the non-assigning Party being first obtained, except that Tennessee may assign this Agreement to any of its subsidiary or affiliated companies without first obtaining that consent.

(b) This Agreement shall bind and inure to the benefit of any successors or assigns to the original Parties to this Agreement, but such assignment shall not relieve either Party of any obligations incurred prior to such assignment, nor shall any assignment be effective as to the non-assigning Party until the aforementioned written consent is granted and a copy of the recorded instrument of assignment together with written notice of transfer is delivered to the non-assigning Party.

(c) Within sixty (60) days of any assignment of this Agreement, the assigning Party must provide written notification of such assignment to the non-assigning Party, complete with signatures of both the assignor and the assignee. The recognition date of any assignment for the purposes of this Agreement shall be the first day of the month following the latter of: i) the date written notification of assignment is delivered to the other Party; or, ii) the date written consent is granted.

6.10 **Severability.** If any of the terms and conditions of this Agreement are held by any court of competent jurisdiction to contravene, or to be invalid under, the laws of any political body having jurisdiction over this subject matter, that contravention or invalidity shall not invalidate this entire Agreement. Instead, this Agreement shall be construed as reformed as to the extent necessary to render valid the particular provision or provisions held to be invalid, consistent with the original intent of that provision and the rights and obligations of the Parties shall be construed and enforced accordingly, and this Agreement shall remain in full force and effect as reformed.

6.11 **Entire Agreement.** This Agreement, including any exhibits and any written amendments expressly made a part of this Agreement, states the entire understanding between the Parties concerning the subject matter of this Agreement, and supersedes all prior oral and written communications. No amendment to this Agreement shall be

TENNESSEE GAS PIPELINE

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effective unless it is in writing and signed by an authorized employee of each of the Parties hereto.

- 6.12 **Counterpart Execution.** This Agreement may be executed in any number of counterparts with the same effect as if all the Parties had signed the same document. All counterparts shall be construed together and shall constitute one and the same instrument when executed by an authorized employee of each of the Parties hereto.
- 6.13 **Incorporation of Exhibits.** Any Exhibit or Appendix attached to this Agreement is incorporated into this Agreement as fully as if stated within the body of this Agreement. In the event of a conflict between this Agreement and any Exhibits or Appendices attached hereto, the terms of the Agreement shall override.
- 6.14 **Captions.** The titles and captions to each of the various Sections in this Agreement are inserted only for convenience and for reference and shall not affect the construction or interpretation of this Agreement.
- 6.15 **Drafting Party.** This Agreement expresses the mutual intent of the Parties to this Agreement. Accordingly, the rule of construction against the drafting Party shall have no application to this Agreement.
- 6.16 **Waiver of Rights.** The respective rights and remedies of each Party to this Agreement are cumulative, and no exercise or enforcement by either Party or remedy hereunder shall preclude the exercise or enforcement by such Party of any other right or remedy hereunder, or which such Party is entitled by law to enforce. Each Party may waive any obligation of, or restriction upon the other Party under this Agreement only in writing. No failure, refusal, neglect, waiver, forbearance, or omission of either Party to exercise any right under this Agreement or to insist upon full compliance by the other with its obligations hereunder shall constitute a waiver of any provision of this Agreement nor shall it impair the exercise of any such right or of any other right to which it is entitled.

* * *

TENNESSEE GAS PIPELINE

CITY OF TOMBALL

June 9, 1999

Page 13

If the foregoing correctly reflects your understanding of our agreement, please evidence your acceptance in the space provided below and return both originals to the attention of the undersigned (Suite W-619). The Agreement will then be presented to Tennessee's management for acceptance and execution. This letter shall not constitute an offer by Tennessee, and shall only become a Contract after it is accepted by Tennessee upon execution by a Tennessee Officer or duly appointed "Agent and Attorney-in-fact." Upon execution by Tennessee, a fully executed original will be returned for your retention. In the event the Agreement is not executed within ninety (90) days after the date of submission, the terms and conditions set forth herein shall become null and void.

Very truly yours,

TENNESSEE GAS PIPELINE COMPANY



Tommy R. Fadal
Senior Contract Analyst

AGREED TO AND ACCEPTED THIS 30th
DAY OF June, 19 99.

AGREED TO AND ACCEPTED THIS 7th
DAY OF June, 19 99.

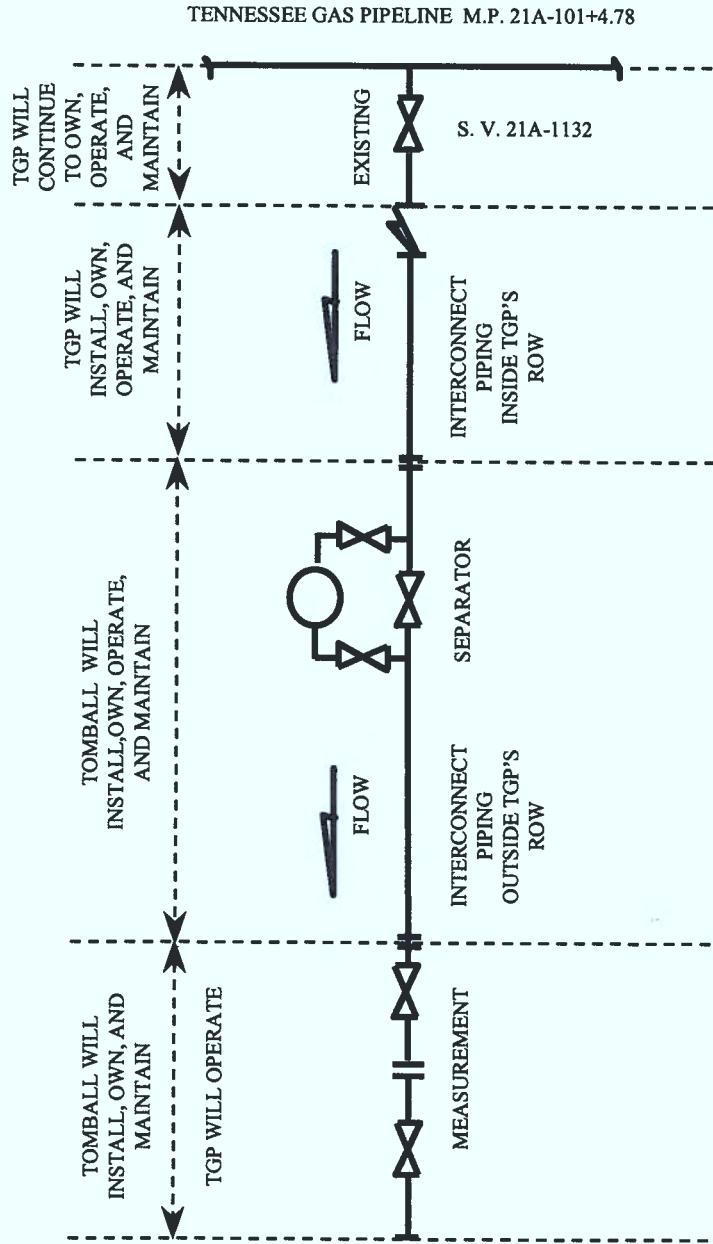
TENNESSEE GAS PIPELINE COMPANY

By:  ⁵⁶¹²⁸¹⁷⁷
Name: Winston A. Johnson, Jr.
Title: Vice President

CITY OF TOMBALL

By: 
Name: H. G. Harrington
Title: MAYOR

OWNERSHIP, OPERATION & MAINTENANCE OF FACILITIES



FACILITIES AGREEMENT

DATE: JUNE 9, 1999

BETWEEN: CITY OF TOMBALL

& TENNESSEE GAS PIPELINE COMPANY

TGP WILL INSTALL, OWN, OPERATE, AND MAINTAIN THE EGM EQUIPMENT.

EXHIBIT "B"

TENNESSEE GAS MEASUREMENT DEPARTMENT OPERATION / MAINTENANCE POLICY FOR NEW FACILITIES*

All "Customer-Owned" Facilities

OPERATIONS

BY TENNESSEE:

- 1) Volume and gas quality (BTU) determination
 - a) Electronic Custody Transfer:
 - chromatograph and/or gas sampler and gas analysis
 - electronic instrumentation (flow computer, transmitters, etc.)
 - b) If Conventional Measurement:
 - chart integration and gas analysis
 - supply of charts; supply of envelopes
- 2) Facility inspections and routine instrument calibration tests
- 3) Metering
- 4) Flow/volume control equipment
- 5) Tap, and interconnect piping inside Tennessee's R-O-W boundary

BY CUSTOMER:

- 1) Pressure regulation, over-pressure protection
- 2) Heating facilities
- 3) Filter separator and containment facilities
- 4) Interconnect pipeline outside Tennessee's R-O-W boundary, and downstream piping
- 5) Chart changing, if utilized temporarily
- 6) Cathodic protection for interconnect pipeline outside Tennessee's R-O-W

MAINTENANCE

BY TENNESSEE:

- 1) Minor repairs, as applicable
 - ink and inking systems
 - linkages
 - instrument valves
- 2) Chromatograph and/or gas sampler
- 3) Tap, and interconnect piping inside Tennessee's R-O-W boundary

BY CUSTOMER:

- 1) Repair or replacement of major equipment
 - metering
 - Tomball shall provide "loaner" module during calibration & inspection
 - valves, valve actuators
 - flow/volume control
 - cathodic protection for interconnect pipeline outside Tennessee's R-O-W
 - etc.
- 2) General site upkeep
 - building
 - painting
 - yard and fences
 - security
 - all-weather access road
 - etc.
- 3) Interconnecting pipeline outside Tennessee's R-O-W, and downstream piping
- 4) Filter separator and containment facilities

***Tennessee will always operate and maintain Tennessee-installed electronic equipment.**

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 1, 2010

Topic:

Approve Common (Reciprocal) Access Agreement with James A. Walker of 607 Clayton Street and James A. Rice and wife Lavirl Rice of 605 Clayton Street.

Background:

On April 13, 2009, the Planning and Zoning Commission approved the Replat of "J Walker Home," a Replat of Lots 41 and 42 into New Lot 41 in Block 33 of Revised Map of Tomball, generally located on the southerly side of Clayton Street, easterly of Poplar Street.

As a condition of plat approval the property owner is required to execute a common access agreement with the adjacent property owner of Lots 43, 44 & a portion of 45 (605 Clayton Street) in order to provide continued access to each property via an existing approximately 21 foot wide shared driveway. The common access agreement is required to be filed with Harris County and the recordation information will be required to be noted on the final plat.

Origination:

James Rice, on behalf of James Walker, property owners

Recommendation:

Approval of the Common (Reciprocal) Access Agreement

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	

ATTACHMENTS:

Common Access Agreement

J Walker Home - Engineering and Planning Comments

J Walker Home - Redline Plat Comments

Common (Reciprocal) Access Agreement

State of Texas,
County of Harris.

As a condition for Plat of the "J. Walker Home" Subdivision as approved by the City Council of the City of Tomball, Texas, on _____, the property owners hereby agree to share a common 12' wide driveway along Clayton Street as evidenced by this Agreement and Easement:

DATE: January 6, 2010.

First Party: James A. Walker

First Party Address: 607 Clayton Street

Second Party: James A. Rice, and his wife, Lavirl Rice

Second Party Address: 605 Clayton Street

First Party's Lienholder:

First Party's Lienholder's Address:

Second Party's Lienholder:

Second Party's Lienholder's Address:

First Party's Property:

PARCEL A

Subdivision Name: Revised Map of Tomball Lot No.: 41 & 42 Block No.: 33

Recorded in: Volume 4 Page 25 Harris County

Address: 607 Clayton Street, Tomball, TX 77375

Current uses: Single-family residence

Second Party's Property:

PARCEL B

Subdivision Name: Revised Map of Tomball Lot No.: 43, 44 & 3 feet of 45

Block No.: 33

Recorded in: Volume 4 Page 25 Harris County

Address: 605 Clayton Street, Tomball, TX 77375

Current uses: Single-family residence

Easement Purpose: For providing free and uninterrupted pedestrian and vehicular ingress to and egress from, and access across and between the First Party's Property and the Second Property's Property as follows:

Consideration: Good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties.

Reservations from Conveyance of First Party's Property: NONE.

Exceptions to Warranty of First Party's Property: NONE.

Reservations from Conveyance of Second Party's Property: NONE.

Exceptions to Warranty of Second Party's Property: NONE.

First Party, for the Consideration and subject to the Reservations from Conveyance of First Party's Property and Exceptions to Warranty of First Party's Property, grants, sells, and conveys to Second Party and Second Party's heirs, successors, and assigns an easement to, over and across the First Party's Property for the Easement Purpose and for the benefit of all or any portion of Second Party's Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to Second Party and Second Party's heirs, successors, and assigns forever. First Party binds First Party and First Party's heirs, successors, and assigns to warrant and forever defend the title to the easement, rights and appurtenances in Second Party and Second Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, except as to the Reservations from Conveyance of First Party's Property and Exceptions to Warranty of First Party's Property, to the extent that such claim arises by, through, or under First Party but not otherwise.

Second Party, for the Consideration and subject to the Reservations from Conveyance of Second Party's Property and Exceptions to Warranty of Second Party's Property, grants, sells, and conveys to First Party and First Party's heirs, successors, and assigns an

easement to, over and across the Second Party's Property for the Easement Purpose and for the benefit of all or any portion of First Party's Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the easement, rights, and appurtenances to First Party and First Party's heirs, successors, and assigns forever. Second Party binds Second Party and Second Party's heirs, successors, and assigns to warrant and forever defend the title to the easement, rights and appurtenances in First Party and First Party's heirs, successors, and assigns against every person whomsoever lawfully claiming or to claim the easement, rights, or appurtenances, or any part thereof, except as to the Reservations from Conveyance of Second Party's Property and Exceptions to Warranty of Second Party's Property, to the extent that such claim arises by, through, or under Second Party but not otherwise.

Terms and Conditions: *The following terms and conditions apply to the Easement granted by this agreement-*

1. *Character of Easement.* The Easements are appurtenant to and run with the Properties, and all and any portions thereof, whether or not the Easements are referenced or described in any conveyance of all or such portion of the Properties, or any portion thereof. The Easements are nonexclusive and irrevocable. The Easements are for the benefit of the Parties, and the heirs, successors and assigns of the Parties who at any time own the Properties or any interest therein (as applicable, the "Holders"), and for the City of Tomball, Texas, as described below.

2. *Duration of the Easement.* The duration of the Easement shall be perpetual.

3. *Use and location of Easements.* The Parties and other Holders will be entitled to exercise direct access to and between the Properties without interference except as set forth in this agreement and to use all access areas and driveways in exercising the Easements. A Holder's invitees will not be entitled to park on the other Holder's Property, but will be permitted to walk or drive across or otherwise traverse the Properties to obtain ingress to or egress from the other Properties.

4. *Nonexclusiveness of Easements.* The Easements are nonexclusive, and each of the Parties reserves for itself and its heirs, successors, and assigns the right to use all or part of the Easements in conjunction with any other Holder and the right to convey to others the right to use all or part of the Easements in conjunction with the Holders, as long as such further conveyance is subject to the terms of this agreement.

5. *Maintenance of Easement Property.* All access ways and driveways located on the Properties must be maintained at a level of appearance and utility consistent with that for similarly used properties in the neighborhood in which the Properties are located. Each Holder will be solely responsible for the costs of maintaining the access ways and driveways located on that Holder's Property.

6. *Rights Reserved.* Each Party reserves for that Party and that Party's heirs, successors, and assigns the right to continue to use and enjoy the surface of their Property for

purposes that do not unreasonably interfere with or interrupt the use or enjoyment of the Easements.

7. *Equitable Rights of Enforcement.* This Easement may be enforced by restraining orders and injunctions (temporary or permanent) prohibiting interference and commanding compliance. Restraining orders and injunctions will be obtainable on proof of the existence of interference or threatened interference, without the necessity of proof of inadequacy of legal remedies or irreparable harm, and will be obtainable only by the parties to this agreement; provided, however, that the act of obtaining an injunction or restraining order will not be deemed to be an election of remedies or a waiver of any other rights or remedies available at law or in equity.
8. *Binding Effect.* This agreement binds and inures to the benefit of the parties and their respective heirs, successors, and permitted assigns; provided, further, however, that this Agreement is intended for the benefit of the Parties hereto, and is not intended to confer upon any person other than the Parties hereto any rights or remedies hereunder.
9. *Choice of Law.* This agreement will be construed under the laws of the state of Texas, without regard to choice-of-law rules of any jurisdiction. Venue is in Harris County, Texas.
10. *Further Assurances.* Each signatory party agrees to execute and deliver any additional documents and instruments and to perform any additional acts necessary or appropriate to perform the terms, provisions, and conditions of this agreement and all transactions contemplated by this agreement.
11. *Integration.* This agreement contains the complete agreement of the parties and cannot be varied except by written agreement of the parties. The parties agree that there are no oral agreements, representations, or warranties that are not expressly set forth in this agreement.
12. *Legal Construction.* If any provision in this agreement is for any reason unenforceable, to the extent the unenforceability does not destroy the basis of the bargain among the parties, the unenforceability will not affect any other provision hereof, and this agreement will be construed as if the unenforceable provision had never been a part of the agreement. Whenever context requires, the singular will include the plural and neuter include the masculine or feminine gender, and vice versa. Article and section headings in this agreement are for reference only and are not intended to restrict or define the text of any section. This agreement will not be construed more or less favorably between the parties by reason of authorship or origin of language.
13. *Notices.* Any notice required or permitted under this agreement must be in writing. Any notice required by this agreement will be deemed to be delivered (whether actually received or not) when deposited with the United States Postal Service, postage prepaid, certified mail, return receipt requested, and addressed to the intended recipient at the address shown in this agreement. Notice may also be given by regular mail, personal

delivery, courier delivery, facsimile transmission, or other commercially reasonable means and will be effective when actually received. Any address for notice may be changed by written notice delivered as provided herein.

14. *Recitals.* Any recitals in this agreement are represented by the parties to be accurate, and constitute a part of the substantive agreement.

15. *Time.* Time is of the essence.

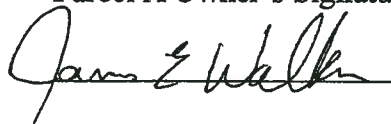
Designated Third Party Beneficiary. The Parties designate the public and the City of Tomball, Texas, as a beneficiary of this Agreement. The violation of this agreement may result in revocation of a Certificate of Occupancy, fine, or both, in accordance with the Comprehensive Zoning Ordinance.

Signed and agreed to, this the 26 day of May, 2009

First Party/Parcel A Owner Name

James A. Walker

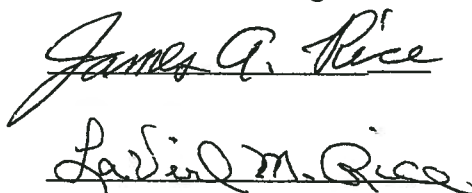
Parcel A Owner's Signature



Second Party/Parcel B Owner Name

James A. & Lavirl Rice

Parcel B Owners' Signature

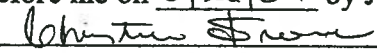


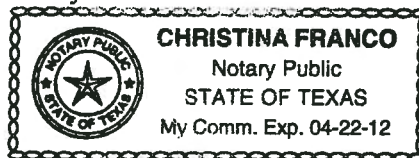
Acknowledgments for Owners:

State of Texas,
County of Harris.

This instrument was acknowledged before me on 5/26/09 by James A. Walker.

Seal

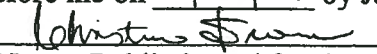

Notary Public in and for the State of Texas.

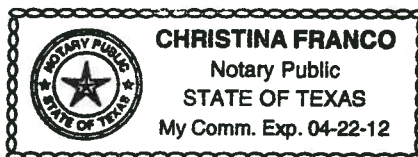


State of Texas,
County of Harris.

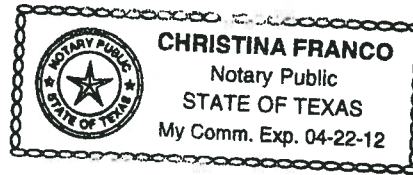
This instrument was acknowledged before me on 5/26/09 by James A. Rice.

Seal


Notary Public in and for the State of Texas.



State of Texas,
County of Harris.



This instrument was acknowledged before me on 5/26/09 by Lavirl Rice.

Seal

Christina Franco
Notary Public in and for the State of Texas.

Consent and Subordination by Lienholders

Lienholders, as the holders of liens on the Properties, consent to the above grants of Easements, including the terms and conditions of the grants, and Lienholders subordinate their liens to the rights and interests of Holders, so that a foreclosure of the liens will not extinguish the rights and interests of Holders.

Michele Holtz

Michele Holtz
Assistant Vice President

Acknowledgements for Lienholders

State of ~~Texas~~, NEW YORK
County of ~~Harris~~: ERIE

This instrument was acknowledged before me on August 18²⁰⁰⁹ by Jennifer A. Collier.
Jennifer A. Collier
Notary Public in and for the State of ~~Texas~~: NEW YORK

Seal

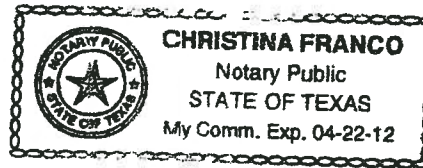
State of Texas,
County of Harris.

This instrument was acknowledged before me on _____ by _____.

Seal

Notary Public in and for the State of Texas.

State of Texas,
County of Harris.



This instrument was acknowledged before me on 5/26/09 by Lavirl Rice.

Seal

Christina Franco
Notary Public in and for the State of Texas.

Consent and Subordination by Lienholders

Lienholders, as the holders of liens on the Properties, consent to the above grants of Easements, including the terms and conditions of the grants, and Lienholders subordinate their liens to the rights and interests of Holders, so that a foreclosure of the liens will not extinguish the rights and interests of Holders.

Jennifer Bilbrey
Jennifer Bilbrey - Vice President

Acknowledgements for Lienholders

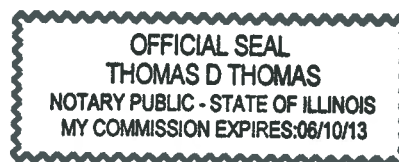
State of Texas, FL
County of Harris. On Page

This instrument was acknowledged before me on 12/30/09 by Jennifer Bilbrey

Seal

Thomas D. Thomas
Notary Public in and for the State of Texas. FL

State of Texas,
County of Harris.



This instrument was acknowledged before me on _____ by _____.

Seal

Notary Public in and for the State of Texas.

CITY OF TOMBALL

Plat Name: J. Walker Home Plat Type: Replat

Construction Drawings for Public Facilities required? Yes ☐ No ☒ N/A ☐

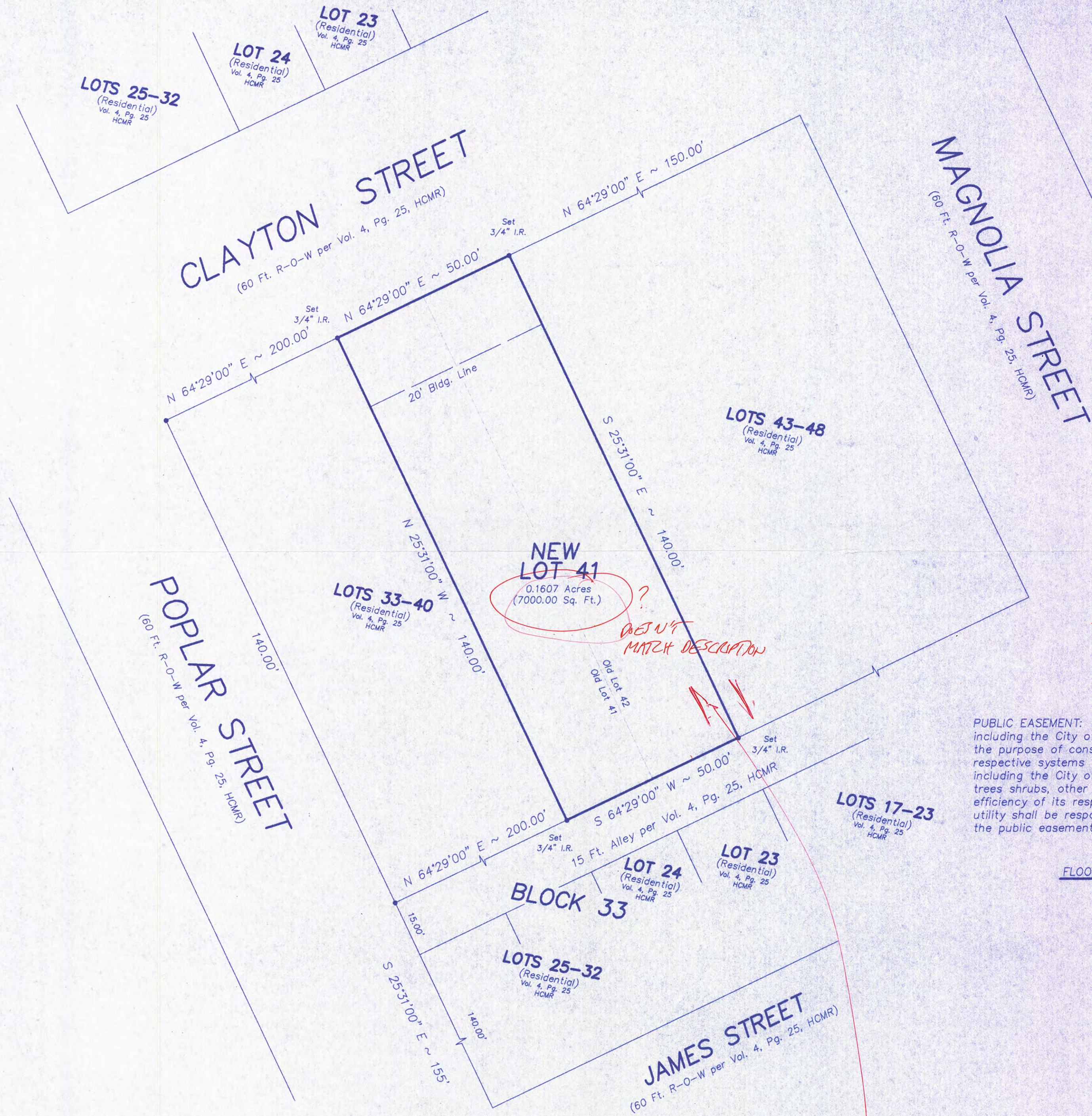
Plat within City Limits ☒ Within Extraterritorial Jurisdiction ☐

City Planning Commission Date: April 13, 2009

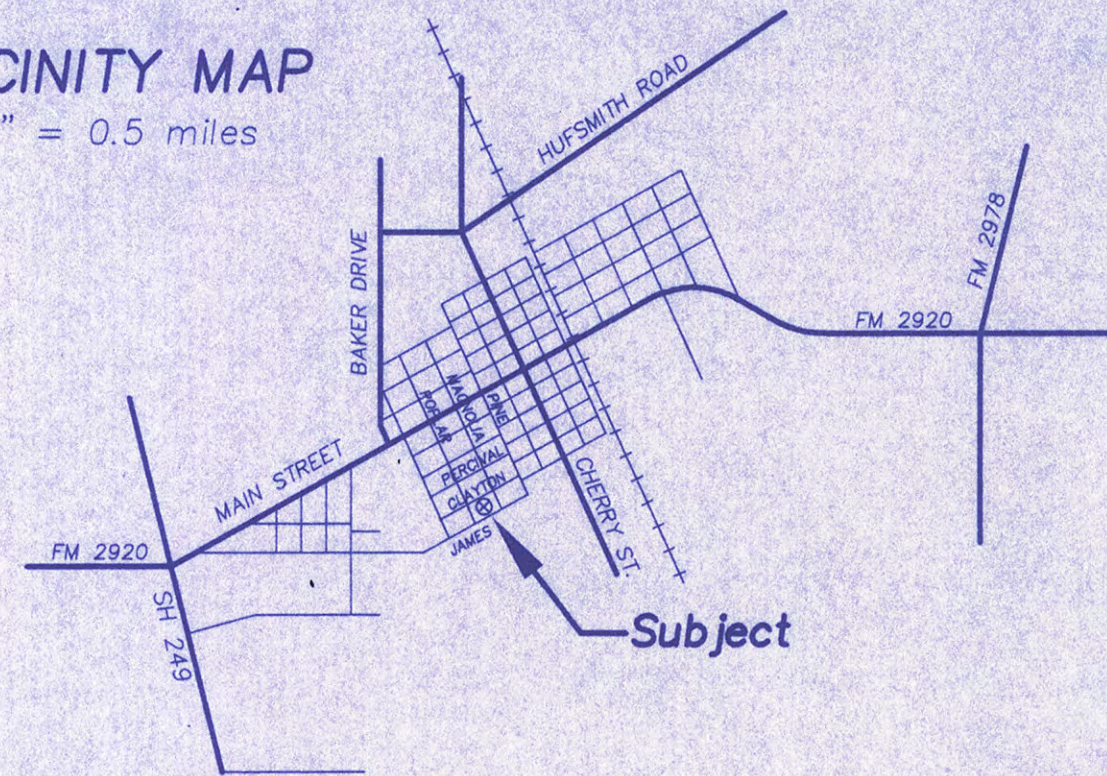
The above Subdivision Plat has been reviewed by Engineering & Planning for compliance with existing Ordinances of the City of Tomball, Texas. Based on this review, the following comments are presented to the Planning & Zoning Commission for consideration in the Platting Process:

1. Address minor additional comments as noted.
2. Owner to execute common access agreement (Form provided by City)

Engineering & Planning recommends approval of this plat contingent upon the above-stated comments being addressed.



VICINITY MAP
1" = 0.5 miles



PREPARED BY:
Tony Swonke Land Surveying
700 Kane Street
Tomball, TX 77375
281 351 7789

OWNER:
James E. Walker
607 Clayton Street
Tomball, TX 77375
Ph: 281-732-0242

DATE: February 11, 2009

SCALE: 1" = 20 Ft.
0 5 10 15 20

PUBLIC EASEMENT: Public easements denoted on this plat are hereby dedicated to the use of the public forever. Any public utility, including the City of Tomball, shall have the right at all times of ingress and egress to and from and upon said easements for the purpose of construction, reconstruction, inspection, patrolling, maintaining and adding to or removing all or part of its respective systems without the necessity at any time of procuring the permission of the property owner. Any public utility, including the City of Tomball, shall have the right to move and keep moved all or part of any building, paved surfaces, fences, trees shrubs, other growths or improvements that in any way endanger or interfere with the construction, maintenance, or efficiency of its respective systems on any of the easements shown on this plat. Neither the City of Tomball or any public utility shall be responsible for replacing or reimbursing the property owners due to removal or relocation of any obstructions in the public easements.

FLOOD INFORMATION: According to FEMA Firm Panel No. 48201C0230 L (Dated June 18, 2007), this property is in Zone "X" and not in the 0.2% Annual Chance Flood Plain.

- Note #1 All oil/gas pipelines or pipeline easements through the subdivision have been shown.
- Note #2 All oil/gas wells (plugged, abandoned, and/or active) through the subdivision have been shown.
- Note #3 No building or structure shall be constructed across any pipelines building lines, and/or easements. Building setback lines will be required, adjacent to oil/gas pipelines. The setbacks at a minimum should be 15 feet off centerline of low pressure gas lines, and 30 feet off centerline of high pressure gas lines.
- NOTE #4: This plat does not attempt to amend or remove any valid restrictions or covenants.

I, Beverly B. Kaufman, County Clerk of Harris County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on the _____ day of _____, 20____, at _____ o'clock _____ M., and was duly recorded on the _____ day of _____, 20____, at _____ o'clock _____ M. and filed under Film Code No. _____ of the Map Records of Harris County, Texas.

WITNESS MY HAND AND SEAL OF OFFICE, AT HARRIS COUNTY, TEXAS, THE DAY AND DATE LAST ABOVE WRITTEN.
Beverly B. Kaufman
Clerk of the County Court
Harris County, Texas

Deputy

I, Tony P. Swonke, am registered under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct; was prepared from an actual survey of the property made under my supervision on the ground; that the elevation benchmark reflected on the face of the plat was established as required by regulation; that all corners and angle points of the boundaries of the original tract to be subdivided of reference have been marked with iron rods having a diameter of not less than three-quarters of an inch (3/4") and a length of not less than three feet (3') and that the plat boundary corners have been tied to the nearest survey corner.

Tony P. Swonke
Registered Professional Land Surveyor No. 4767

STATE OF TEXAS
COUNTY OF HARRIS

I, James E. Walker, being an individual not acting by or through any company, owner hereinafter referred as owner of the 0.3214 acre tract described in the above and foregoing plat of J. WALKER HOME, do hereby make and establish said subdivision of said property according to all lines, dedications, restrictions and notations on said map or plat and hereby dedicate to the use of the public forever, all streets, alleys, parks, water courses, drains, easements, and public places shown thereon for the purposes and considerations herein expressed, and do hereby bind myself and my heirs, successors, and assigns to warrant and defend the title to the land so dedicated.

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

FURTHER, owner does 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 (1-3/4) square feet (18" diameter) with culverts or bridges to be provided for all private walkways crossing such drainage facilities.

FURTHER, owner does hereby dedicate to the public a strip of land 25 feet wide on each side of the centerline of any and all bayous, creeks, gullies, ravines, draws, sloughs, or other natural drainage course located in said plat, as easements for drainage purposes, giving the City of Tomball, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

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

WITNESS my hand in the City of Tomball, Texas, this _____ day of _____, 2009.

James E. Walker
Owner

COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared James E. Walker, known to me to be the person whose name is subscribed to the foregoing instrument and has acknowledged to me that he executed same for the purposes and considerations therein expressed, and in the capacity therein and herein stated, and as the act and deed of said owner.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2009.

Notary Public in and for the State of Texas

My Commission expires on the _____ day of _____, 20____.

This is to certify that the City Council for the City of Tomball, Texas, has approved this plat and subdivision of J. WALKER HOME, in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorized the recording of this plat on this _____ day of _____, 2009.

Gretchen Fagan
Mayor

Doris Speer
City Secretary

We, the City Manager, and Director of Engineering and Planning for the City of Tomball, do hereby certify that this plat of J. WALKER HOME is in conformance with the City of Tomball ordinances.

Jan Belcher
City Manager

Mark McClure
Director of Engineering and Planning

This is to certify that the planning commission of the City of Tomball, Texas, has approved this plat and subdivision of J. WALKER HOME, in conformance with the laws of the State of Texas as shown hereon and authorized the recording of this plat on this _____ day of _____, 2009.

Tom Crofoot
Chairman

Lori Wallace
Vice-Chairman

I, Beverly B. Kaufman, County Clerk of Harris County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on the _____ day of _____, 2009, at _____ o'clock _____ M., and filed under Film Code No. _____ of the Map Records of Harris County, for said County.

WITNESS MY HAND AT HARRIS COUNTY, TEXAS, THE DATE AND DATE LAST ABOVE WRITTEN.

Beverly B. Kaufman
Clerk of the County Court
Harris County, Texas

Deputy

REPLAT: "J. WALKER HOME"

A replat of Lots 41 and 42 into New Lot 41 in Block 33 of REVISED MAP OF TOMBALL, an addition in Harris County, Texas, according to the map or plat thereof recorded in Volume 4, Page 25, of the Map Records of Harris County, Texas. Said Block 33 being situated in the William Hurd Survey (A-371).

(The common line between the lots has been eliminated and the two lots have been consolidated into one.)

Containing: 1 Lot / 1 Block

I, Richard Rink, Trustee for Beneficial Texas Inc., owner and holder of a lien against the property described in the plat known as J. WALKER HOME, said lien being evidenced by instrument recorded under Harris County Clerk's File No. 2007-0636534 of the Official Public Records of Real Property of Harris County, Texas, do hereby in all things subordinate our interest in said property to the purposes and effects of said plat and the dedications and restrictions shown herein to said plat and I hereby confirm that I am the present owner of said lien and have not assigned the same nor any part thereof.

Richard Rink, Trustee for Beneficial Texas Inc.

STATE OF TEXAS
COUNTY OF HARRIS

BEFORE ME, the undersigned authority, on this day personally appeared Richard Rink, known to me to be the person whose name is subscribed to the foregoing instrument and has acknowledged to me that he has executed same for the purposes and consideration therein expressed, and in the capacity therein and herein stated, and as the act and deed of said [einholder]. GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS _____ DAY OF _____, 2009.

Notary Public in and for the State of Texas.
My Commission expires on the _____ day of _____, 20____.

Regular City Council

Agenda Item

Meeting Date: February 1, 2010

Data Sheet

Topic:

Approve Request by Adjacent Property Owners to Abandon an Unimproved Road Right-of-Way Known as Stasney Road and Authorize the City Attorney and City Staff to Proceed with the Process for the Abandonment of the Unimproved Road Right-of-Way Known as Stasney Road

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' 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. According to standard practice the following procedure is recommended to be followed to abandon the subject ROW:

1. Notify the applicable utility providers of the City's intention to abandon the ROW and serve notice for any objection,
2. Prepare and/or receive notice from each adjacent lanwowner to sign concurring with the abandonment,
3. Request that our City Attorney prepare a Quit Claim deed for each parcel, and
4. Present to Council the final consideration.

Engineering and Planning have reviewed the general process with the City Attorney for general legal concurrence. The Engineering and Planning Department are requesting Council approval to authorize the City Attorney, with City staff assistance, to prepare the final Quit Claim deed and present to Council at the next available Council meeting for final approval.

Origination:

Engineering and Planning Department

Recommendation:

Engineering and Planning Department recommend approval to proceed with the process outlined above.

Funding:

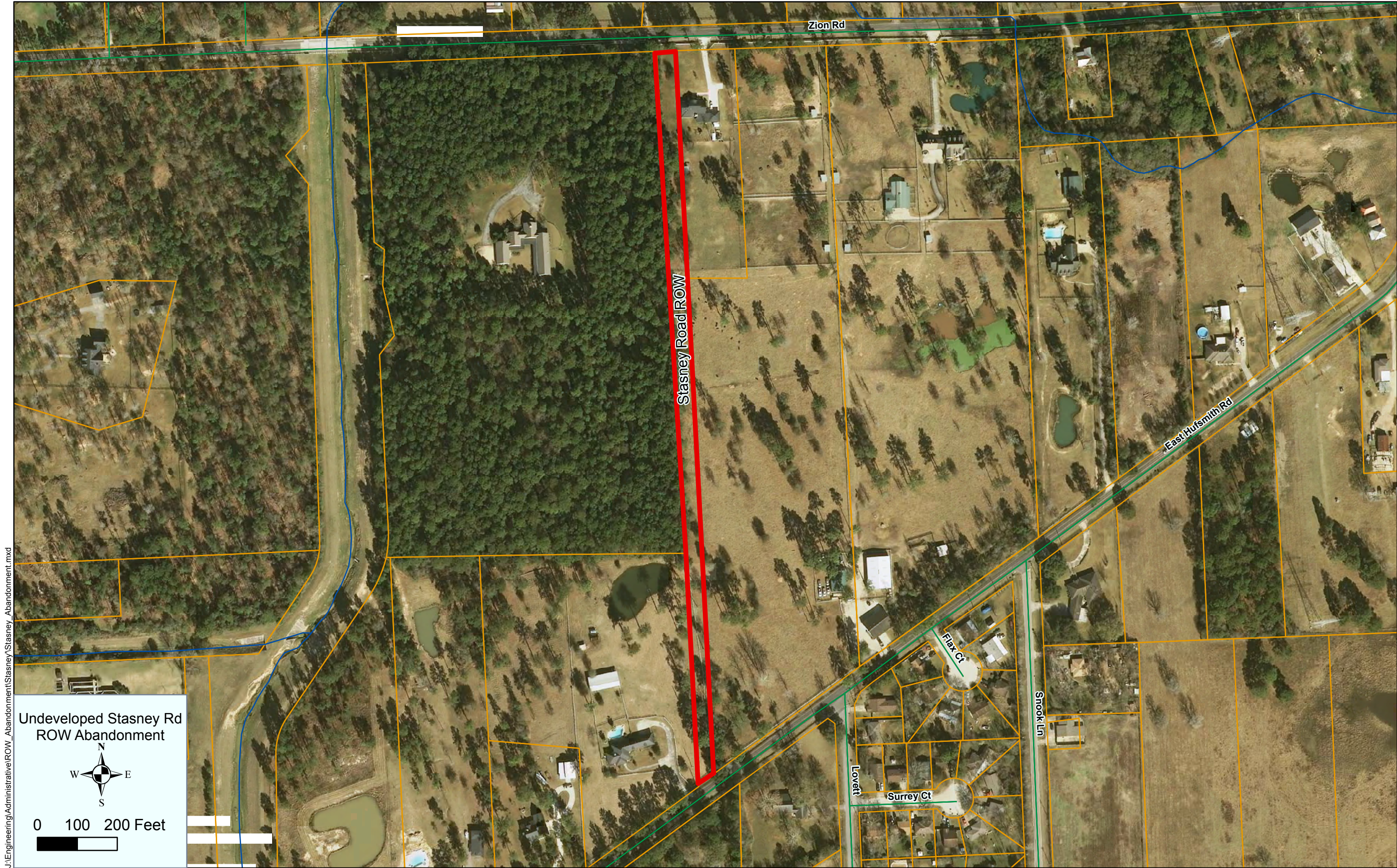
Party(ies) responsible for placing this item on agenda:

Mark McClure, Director Engineering and Planning Department

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

ATTACHMENTS:

Stasney Right-of-Way Abandonment



August 6, 2009

Tomball, Texas
City Manager
City Engineer

Re: Stasney Street Right of Way

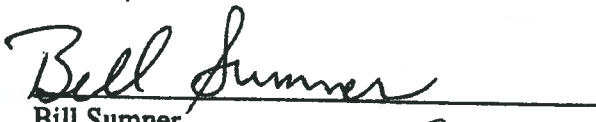
Dear Ms. Jan Belcher and Mr. Mark McClure,

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.

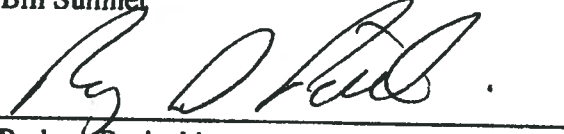
Regards,



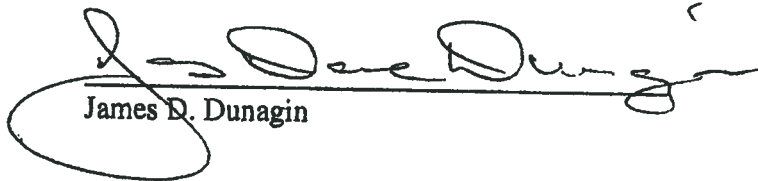
Dan Rodano



Bill Sumner



Rodney Posinski



James D. Dunagin



Mark McClure

From: Jan Belcher
Sent: Monday, August 17, 2009 12:52 PM
To: Mark McClure
Subject: FW: Stasney Street Right of Way
Attachments: DOC002.PDF

When you return from vacation, let's discuss.
Thanks,

Jan Belcher
City Manager
City of Tomball
jbelcher@ci.tomball.tx.us
www.ci.tomball.tx.us
Office: 281-290-1006

"The greatest discovery of my generation is that a human being can alter his life by altering his attitudes." ~ William James

From: Brandy Pate
Sent: Monday, August 17, 2009 9:34 AM
To: Jan Belcher
Cc: Mark McClure
Subject: Stasney Street Right of Way

Jan,

Dane Dunagin dropped off the attached letter with all original signatures and asked me to provide you a copy.

Thank you,
Brandy Pate
Administrative Assistant
City of Tomball / Engineering & Planning
Phone: 281-290-1405
Fax: 281-351-4735
Email: bpate@ci.tomball.tx.us

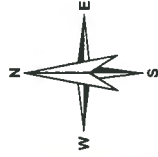
1	2	3	4
5	6	7	8
9	10	11	12



Harris County Appraisal District



0 100 200
PUBLICATION DATE:
12/23/2009

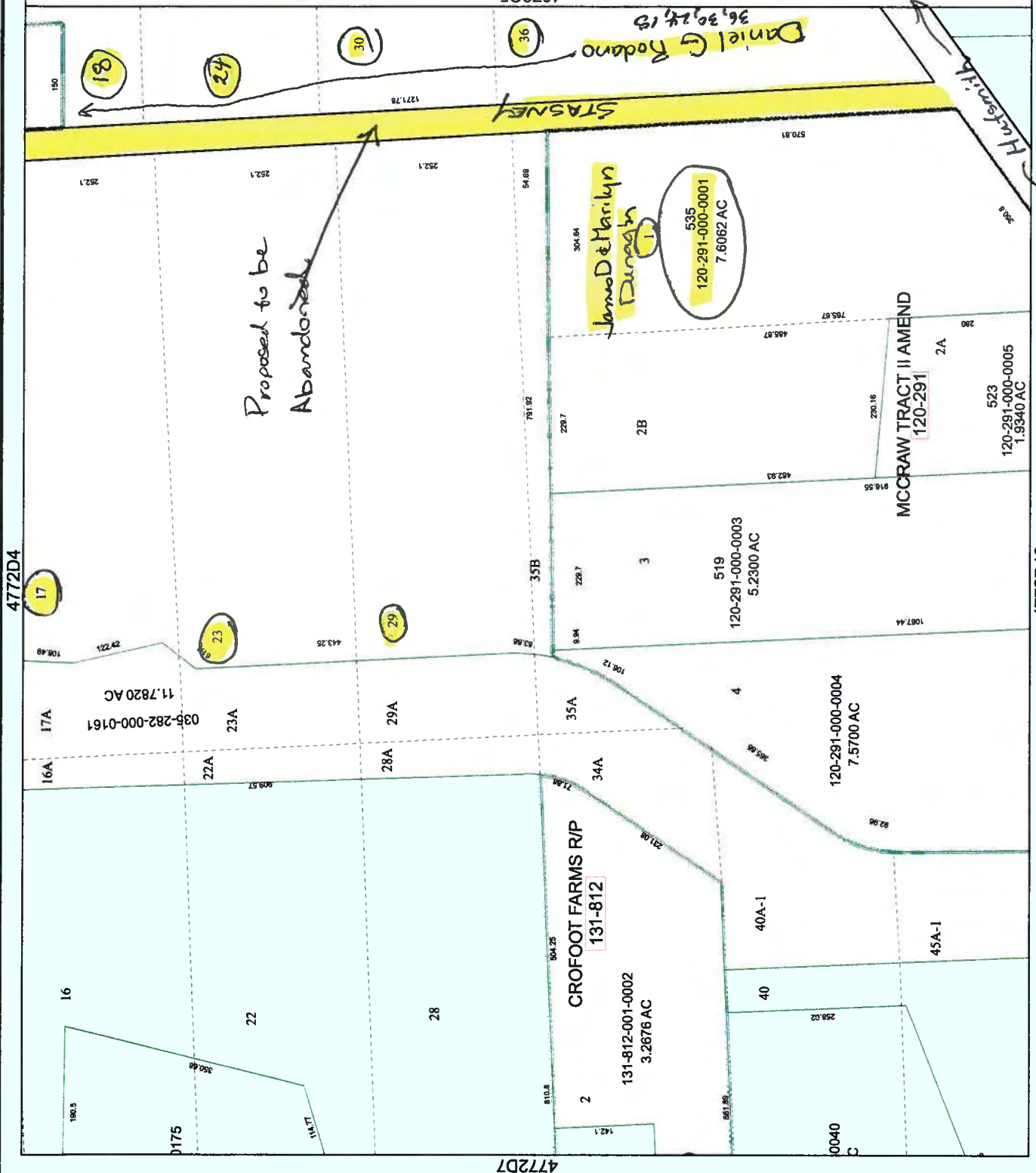


MAP LOCATION



FACET 4772D

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



Harris County Appraisal District



PUBLICATION DATE:
12/23/2009

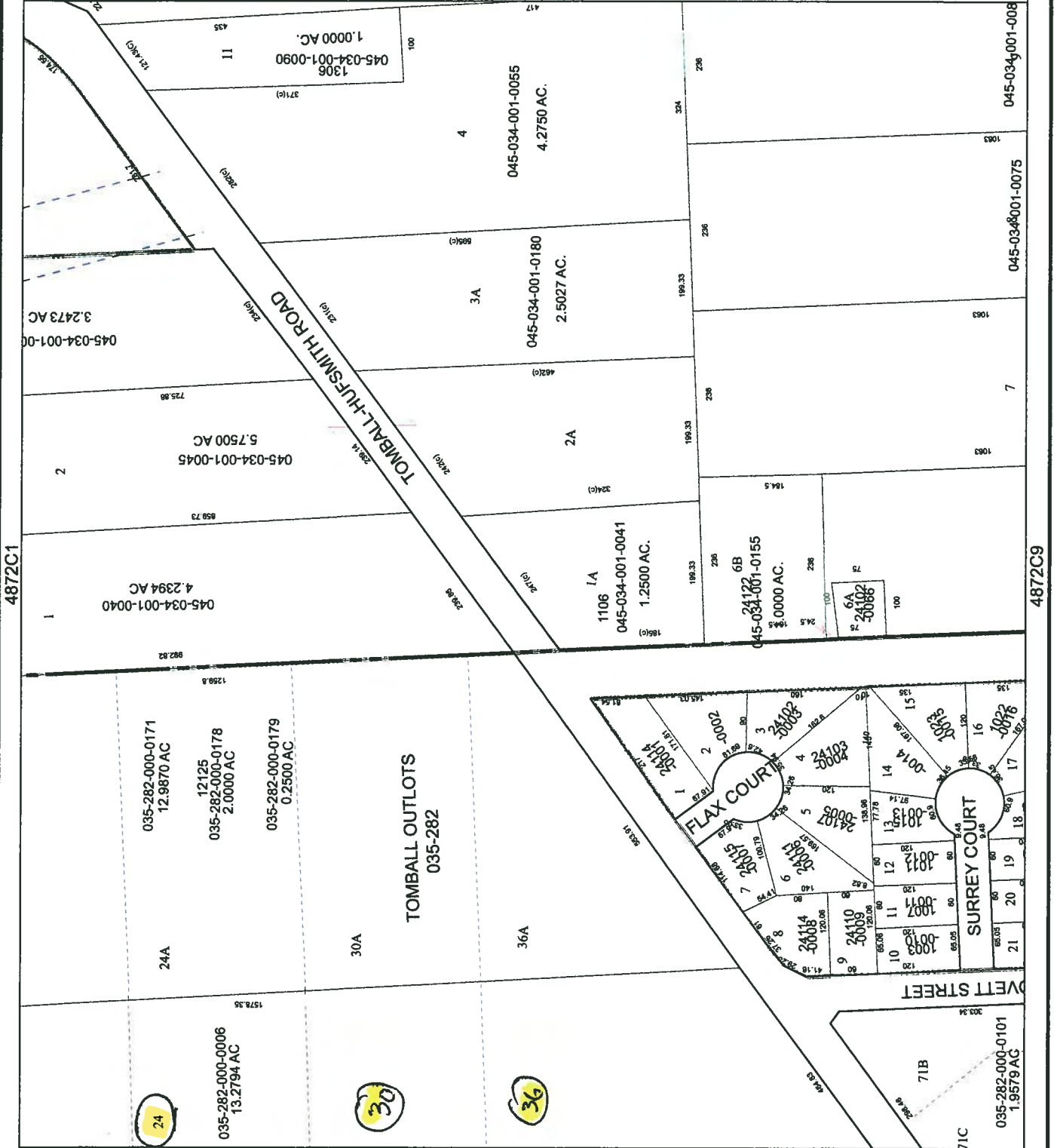


MAP LOCATION



FACET 4872C

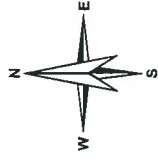
1	2	3	4
5	6	7	8
9	10	11	12



Harris County Appraisal District



0 100 200
PUBLICATION DATE:
1/6/2010

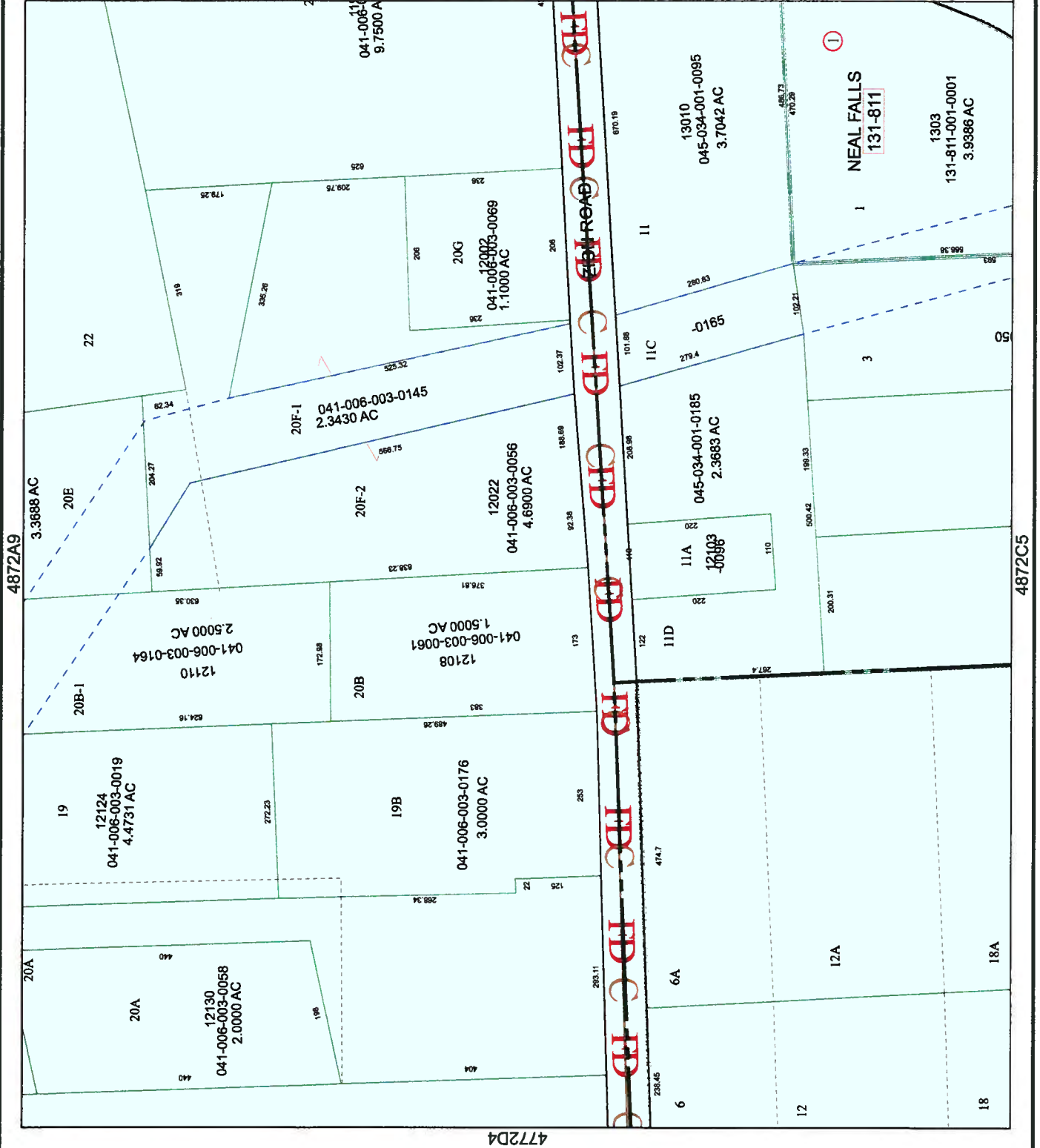


MAP LOCATION



FACET 4872C

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



HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0352820000006

Tax Year: 2009

Owner and Property Information						
Owner Name & Mailing Address: RODANO DANIEL G 12125 ZION RD TOMBALL TX 77375-3011			Legal Description: TRS 6 12 18 24 30 & 36 TOMBALL OUTLOTS 0 NEAL RD TOMBALL TX 77375			
State Class Code	Land Use Code	Land Area	Building Area	Neighborhood	Map Facet	Key Map®
D1 -- Real, Qualified Agricultural Land	9910 -- Agricultural Land	578,450 SF	0 SF	2581.06	4872C	289A

Value Status Information			
Capped Account	Value Status	Notice Date	Shared CAD
No	Noticed	5/11/2009	No

Exemptions and Jurisdictions					
Exemption Type	Districts	Jurisdictions	ARB Status	2008 Rate	2009 Rate
None	026	TOMBALL ISD	Certified: 08/21/2009	1.360000	1.360000
	040	HARRIS COUNTY	Certified: 08/21/2009	0.389230	0.392240
	041	HARRIS CO FLOOD CNTRL	Certified: 08/21/2009	0.030860	0.029220
	042	PORT OF HOUSTON AUTHY	Certified: 08/21/2009	0.017730	0.016360
	043	HARRIS CO HOSP DIST	Certified: 08/21/2009	0.192160	0.192160
	044	HARRIS CO EDUC DEPT	Certified: 08/21/2009	0.005840	0.006050
	045	LONE STAR COLLEGE SYS	Certified: 08/21/2009	0.110100	0.110100
	083	CITY OF TOMBALL	Certified: 08/21/2009	0.251455	0.251455
	679	HC EMERG SERV DIST 8	Certified: 08/21/2009	0.050000	0.050000

Valuations					
2008 Value			2009 Value		
	Market	Appraised		Market	Appraised
Land	173,535		Land	173,535	
Improvement	0		Improvement	0	
Ag/Tmbr/Spc	930		Ag/Tmbr/Spc	876	
Total	173,535	930	Total	173,535	876

Land												
Market Value / Agricultural Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	9910 -- Mkt Value of Ag Land	AC8	AC	1	1.00	1.00	1.00	--	1.00	13,068.00	13,068.00	13,068
2	9910 -- Mkt Value of Ag Land	AC0	AC	12	1.00	1.00	1.00	--	1.00	13,068.00	13,068.00	160,467
Agricultural Value												
Line	Description	Unit Type	Units	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value			
1	9011 -- Harris Native Pasture	AC	13	1.00	--	1.00	66.00	66.00	876			

Building												
Vacant (No Building Data)												

HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
1212220000001

Tax Year: 2009

Owner and Property Information						
Owner Name & Mailing Address: POSINSKI RODNEY S EDEKER DEBORAH K 12215 ZION RD TOMBALL TX 77375-3013			Legal Description: LT 1 POSINSKI-EDEKER TRACT 12215 ZION RD TOMBALL TX 77375			
State Class Code	Land Use Code	Land Area	Total Living Area	Neighborhood	Map Facet	Key Map®
A1 -- Real, Residential, Single-Family	2001 -- Residential Improved	85,290 SF	2,100 SF	2581.06	4772D	249W

Value Status Information			
Capped Account	Value Status	Notice Date	Shared CAD
No	Noticed	3/31/2009	No

Exemptions and Jurisdictions					
Exemption Type	Districts	Jurisdictions	ARB Status	2008 Rate	2009 Rate
Residential Homestead	026	TOMBALL ISD	Certified: 08/21/2009	1.360000	1.360000
	040	HARRIS COUNTY	Certified: 08/21/2009	0.389230	0.392240
	041	HARRIS CO FLOOD CNTRL	Certified: 08/21/2009	0.030860	0.029220
	042	PORT OF HOUSTON AUTHY	Certified: 08/21/2009	0.017730	0.016360
	043	HARRIS CO HOSP DIST	Certified: 08/21/2009	0.192160	0.192160
	044	HARRIS CO EDUC DEPT	Certified: 08/21/2009	0.005840	0.006050
	045	LONE STAR COLLEGE SYS	Certified: 08/21/2009	0.110100	0.110100
	083	CITY OF TOMBALL	Certified: 08/21/2009	0.251455	0.251455
	679	HC EMERG SERV DIST 8	Certified: 08/21/2009	0.050000	0.050000

Valuations					
2008 Value			2009 Value		
	Market	Appraised		Market	Appraised
Land	14,499		Land	14,499	
Improvement	198,328		Improvement	206,627	
Total	212,827	212,827	Total	221,126	221,126

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	2001 -- Res Imprvd Override	SF1	SF	85,290	1.00	1.00	1.00	--	1.00	0.17	0.17	14,499

Building						
Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	2000	Residential Single Family	Residential 1 Family	Average	2,100 *	Displayed

* All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above *attached* garages is included in the square footage living area of the dwelling. Living area above *detached* garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.

Building Details (1)

Building Data	
Element	Detail
Cond / Desir / Util	Average
Foundation Type	Slab
Grade Adjustment	C+
Heating / AC	Central Heat/AC
Physical Condition	Average

Building Areas	
Description	Area
OPEN FRAME PORCH PRI	576
BASE AREA PRI	2,100
OPEN FRAME PORCH PRI	90
OPEN FRAME PORCH PRI	196

Exterior Wall	Frame / Concrete Blk
Exterior Wall	Brick / Masonry
Element	Units
Room: Total	8
Room: Rec	1
Room: Half Bath	1
Room: Full Bath	2
Room: Bedroom	3

Building Features	
Description	Units
1 Side Open Metal Pole Barn	1
Brick or Stone Detached Garage	1
Frame Utility Shed	1
Metal Utility Shed	1

HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0352820000172

Tax Year: 2009

Owner and Property Information						
Owner Name & Mailing Address:			Legal Description:			
SUMNER WILLIAM E JR 12321 ZION RD TOMBALL TX 77375-3015			TR5 5 11 17 23 29 & 35B TOMBALL OUTLOTS			
			Property Address:			
			12321 ZION RD TOMBALL TX 77375			
State Class Code	Land Use Code	Land Area	Total Living Area	Neighborhood	Map Facet	Key Map®
A1 -- Real, Residential, Single-Family	2001 -- Residential Improved	958,320 SF	5,096 SF	2581.06	4772D	289A

Value Status Information

Capped Account	Value Status	Notice Date	Shared CAD
No	Noticed	3/31/2009	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	ARB Status	2008 Rate	2009 Rate
Residential Homestead	026	TOMBALL ISD	Certified: 08/21/2009	1.360000	1.360000
	040	HARRIS COUNTY	Certified: 08/21/2009	0.389230	0.392240
	041	HARRIS CO FLOOD CNTRL	Certified: 08/21/2009	0.030860	0.029220
	042	PORT OF HOUSTON AUTHY	Certified: 08/21/2009	0.017730	0.016360
	043	HARRIS CO HOSP DIST	Certified: 08/21/2009	0.192160	0.192160
	044	HARRIS CO EDUC DEPT	Certified: 08/21/2009	0.005840	0.006050
	045	LONE STAR COLLEGE SYS	Certified: 08/21/2009	0.110100	0.110100
	083	CITY OF TOMBALL	Certified: 08/21/2009	0.251455	0.251455
	679	HC EMERG SERV DIST 8	Certified: 08/21/2009	0.050000	0.050000

Valuations

2008 Value			2009 Value		
	Market	Appraised		Market	Appraised
Land	129,373		Land	129,373	
Improvement	416,442		Improvement	412,198	
Total	545,815	545,815	Total	541,571	541,571

Land

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	2001 -- Res Imprvd Override	AC0	AC	22.0000	1.00	1.00	0.90	Restr or Non-Conf	0.90	6,534.00	5,880.60	129,373

Building

Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	2000	Farm Single Family Dwelling	Farm with Dwelling	Excellent	5,096 *	Displayed

* All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above *attached* garages is included in the square footage living area of the dwelling. Living area above *detached* garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.

Building Details (1)

Building Data	
Element	Detail
Cond / Desir / Util	Good
Foundation Type	Slab
Grade Adjustment	A+
Heating / AC	Central Heat/AC
Physical Condition	Average

Building Areas	
Description	Area
BASE AREA PRI	2,284
ONE STORY MAS PRI	528
OPEN FRAME PORCH PRI	200
MAS/BRK GARAGE PRI	528
OPEN MAS PORCH PRI	36

Exterior Wall	Frame / Concrete Blk
Exterior Wall	Brick / Masonry
Element	Units
Room: Total	9
Room: Rec	1
Room: Half Bath	1
Room: Full Bath	3
Room: Bedroom	4
Fireplace: Wood	1

BASE AREA UPR	2,284
---------------	-------

Building Features	
Description	Units
Gunitite Pool	1

HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
1202910000001

Tax Year: 2009

Owner and Property Information						
Owner Name & Mailing Address: DUNAGIN JAMES D & MARILYN 535 E HUFSMITH RD TOMBALL TX 77375-4840			Legal Description: TR 1 & 2B MCCRAW TRACT II AMEND Property Address: 535 TOMBALL HUFFSMITH RD TOMBALL TX 77375			
State Class Code	Land Use Code	Land Area	Total Living Area	Neighborhood	Map Facet	Key Map®
A1 -- Real, Residential, Single-Family	2001 -- Residential Improved	309,336 SF	2,606 SF	2581.06	4772D	289A

Value Status Information			
Capped Account	Value Status	Notice Date	Shared CAD
No	Noticed	5/21/2009	No

Exemptions and Jurisdictions					
Exemption Type	Districts	Jurisdictions	ARB Status	2008 Rate	2009 Rate
Residential Homestead	026	TOMBALL ISD	Certified: 08/21/2009	1.360000	1.360000
	040	HARRIS COUNTY	Certified: 08/21/2009	0.389230	0.392240
	041	HARRIS CO FLOOD CNTRL	Certified: 08/21/2009	0.030860	0.029220
	042	PORT OF HOUSTON AUTHY	Certified: 08/21/2009	0.017730	0.016360
	043	HARRIS CO HOSP DIST	Certified: 08/21/2009	0.192160	0.192160
	044	HARRIS CO EDUC DEPT	Certified: 08/21/2009	0.005840	0.006050
	045	LONE STAR COLLEGE SYS	Certified: 08/21/2009	0.110100	0.110100
	083	CITY OF TOMBALL	Certified: 08/21/2009	0.251455	0.251455
	679	HC EMERG SERV DIST 8	Certified: 08/21/2009	0.050000	0.050000

Valuations					
2008 Value			2009 Value		
	Market	Appraised		Market	Appraised
Land	115,558		Land	110,061	
Improvement	283,999		Improvement	264,939	
Total	399,557	344,850	Total	375,000	375,000

Land												
Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	2001 -- Res Imprvd Override	SF1	SF	130,906	1.00	1.00	1.00	--	1.00	0.50	0.50	65,453
2	2001 -- Res Imprvd Override	--	SF	87,120	1.00	1.00	1.00	--	1.00	0.25	0.25	21,780
3	2001 -- Res Imprvd Override	SF3	SF	91,310	1.00	1.00	1.00	--	1.00	0.25	0.25	22,828

Building						
Building	Year Built	Type	Style	Quality	Impr Sq Ft	Building Details
1	1999	Residential Single Family	Residential 1 Family	Good	2,606 *	Displayed

* All HCAD residential building measurements are done from the exterior, with individual measurements rounded to the closest foot. This measurement includes all closet space, hallways, and interior staircases. Attached garages are not included in the square footage of living area, but valued separately. Living area above *attached* garages is included in the square footage living area of the dwelling. Living area above *detached* garages is not included in the square footage living area of the dwelling but is valued separately. This method is used on all residential properties in Harris County to ensure the uniformity of square footage of living area measurements district-wide. There can be a reasonable variance between the HCAD square footage and your square footage measurement, especially if your square footage measurement was an interior measurement or an exterior measurement to the inch.

Building Details (1)

Building Data	
Element	Detail
Cond / Desir / Util	Good
Foundation Type	Slab
Grade Adjustment	B-

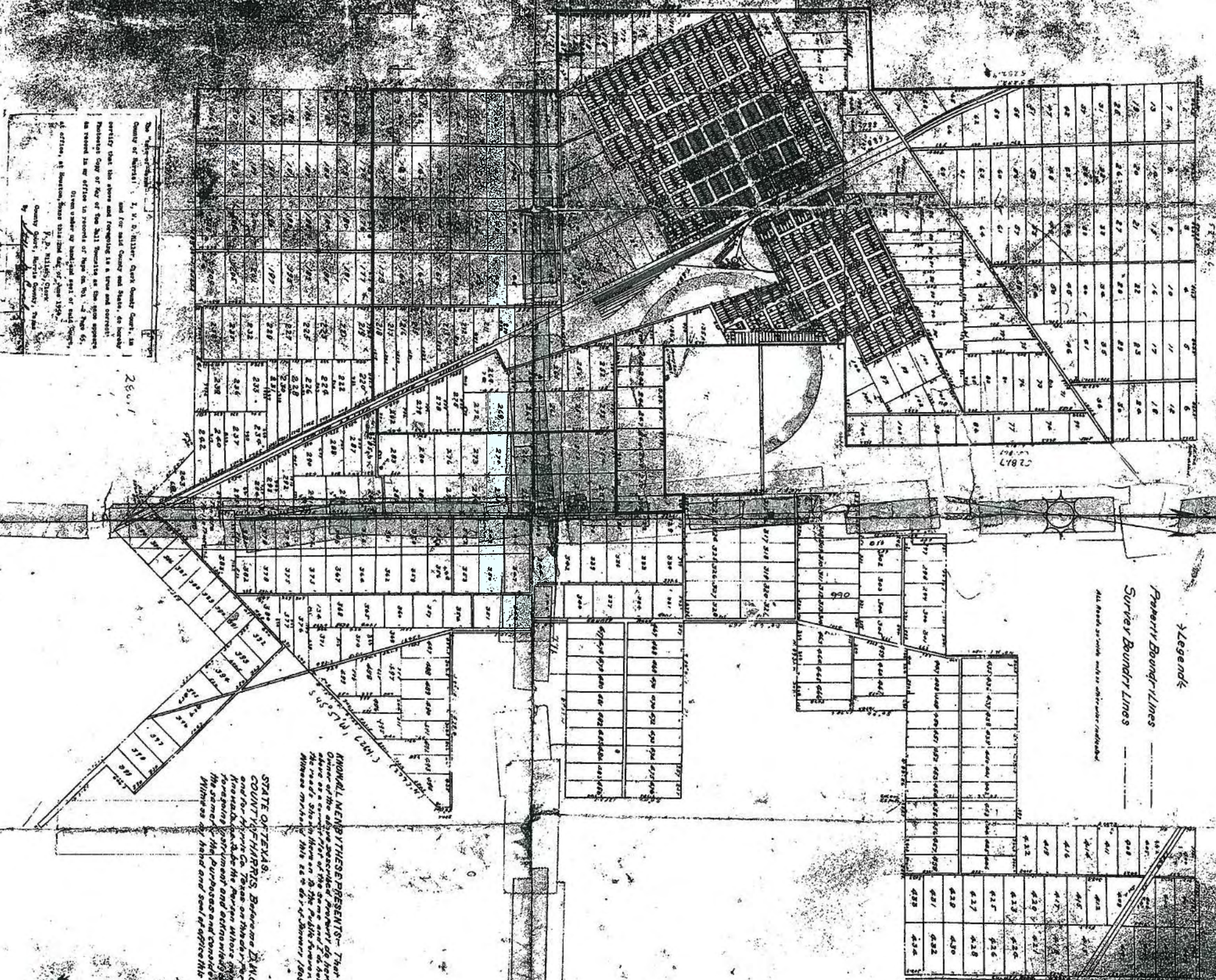
Building Areas	
Description	Area
BASE AREA PRI	2,606
OPEN FRAME PORCH PRI	295
MAS/BRK GARAGE PRI	805

Heating / AC	Central Heat/AC
Physical Condition	Average
Exterior Wall	Brick / Veneer
Element	Units
Room: Total	7
Room: Rec	1
Room: Half Bath	1
Room: Full Bath	2
Room: Bedroom	4
Fireplace: Metal	1

OPEN FRAME PORCH PRI	214
Building Features	
Description	Units
4 Side closed Metal Pole Barn	1
Gunitite Pool	1

Vol 2

Legend
Property Boundary Lines
Survey Boundary Lines
All roads are public unless otherwise indicated



County of Harris, State of Texas, ss.
I, J. D. HILLY, Clerk of said County, do hereby certify that the above and foregoing is a true and correct copy of the original of the same as the same appears on record in my office in records of Map No. 1, Page 45, of volume of said records of said County, at Houston, Texas, this 15th day of Nov. 1909.
J. D. HILLY, Clerk
County of Harris, State of Texas

FIVE ACRE TRACTS
BALL TOWNSITE

(1" = 4 miles)

Original Survey 1880, reduced to 1" = 4 miles

Vol. 2, Page 65
Nov. 15, 1909

G/9, 9300117

NOTARIAL PUBLIC PRESENTS: That I, William McCall, County Clerk of Harris County, Texas, do hereby certify that the above and foregoing is a true and correct copy of the original of the same as the same appears on record in my office in records of Map No. 1, Page 45, of volume of said records of said County, at Houston, Texas, this 15th day of Nov. 1909.
William McCall
County Clerk
Harris County, Texas

Regular City Council

Agenda Item

Meeting Date: February 1, 2010

Data Sheet

Topic:

Approve Request by Tomball Independent School District to Abandon the Unimproved Road Right-of-Ways Known as Fannin Street, Tyler Street, and Alley Way between South Cherry Street and South Oak Street and Authorize the City Attorney and City Staff to Proceed with the Process for the Abandonment of the said Unimproved Road Right-of-Ways.

Background:

The Tomball Independent School District is the adjacent owner to the Unimproved Road Right-of-Ways (ROW) known as Fannin Street (existing 60' ROW), Tyler Street (existing 60' ROW), and Alley Way (existing 20' ROW) and have requested that the City abandon the existing ROW, reference attached request dated January 15, 2010. The said ROWs were 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. The property has not been utilized as ROW nor are there any known utilities within the ROW. According to standard practice the following procedure is recommended to be followed to abandon the subject ROW:

1. Notify the applicable utility providers of the City's intention to abandon the ROW and serve notice for any objection,
2. Prepare and/or receive notice from each adjacent landowner to sign concurring with the abandonment,
3. Request that our City Attorney prepare a Quit Claim deed for each parcel, and
4. Present to Council for final consideration.

Engineering and Planning Department have reviewed the general process with the City Attorney for general legal concurrence. The Engineering and Planning Department are requesting Council approval to authorize the City Attorney, with City staff assistance, to prepare the final Quit Claim deeds and present to Council at the next available Council meeting for final approval. Staff will review the metes and bounds to assure consistency with the City's Major Thoroughfare Plan and the required ROW for Cherry and South Oak Street.

Origination:

Engineering and Planning Department

Recommendation:

Engineering and Planning Department recommend approval to proceed with the above stated process.

Funding:

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:

TISD - ROW Abandonment Ltr.

Fannin St. Abandonment

Alley Abandonment

Tyler St. Abandonment



Tomball Independent School District

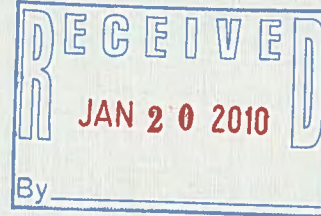
221 West Main Street

Tomball, Texas 77375-5595

Website: www.tomball.isd.esc4.net

JOHN NEUBAUER
Superintendent

January 15, 2010



PHONE
(281) 357-3100

FAX
(281) 357-3128

Mr. Mark McClure
City of Tomball
501 James Street
Tomball, Texas 77375

RE: Tomball ISD Right of Way and Alley Abandonment

Dear Mr. McClure:

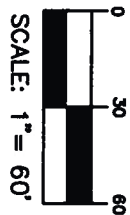
Tomball Independent School District is requesting the abandonment of the Fannin Street and Tyler Street right of way as well as the alley between South Cherry Street and South Oak Street on the District's property located at 310 S. Cherry Street.

This property is located between South Oak Street and South Cherry Street as defined by the revised map of Tomball, recorded under Vol. 4 Pg. 25, H.C.M.R. Fannin Street is currently unimproved; the existing Tomball ISD Ancillary Building built in 1936 is over the alley. Tyler Street exists as a driveway and parking area for the Ancillary departments of Tomball ISD and is fenced off and locked at night.

The purpose of these abandonments is to aide in the production of a clean plat to allow for the construction of a new Central Office for Tomball ISD.

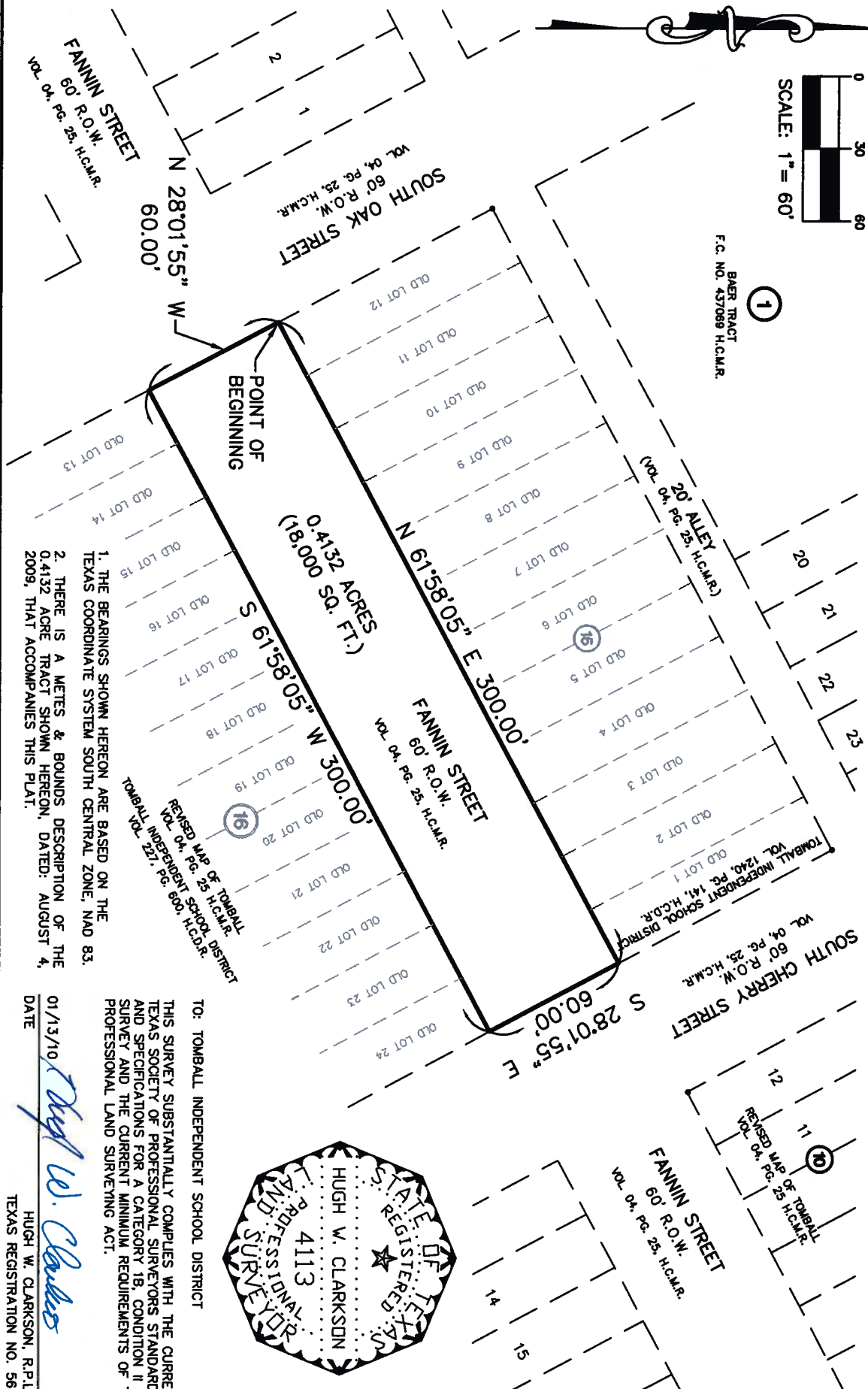
Best regards,


John Neubauer
Superintendent, Tomball ISD



BAER TRACT
F.C. NO. 437069 H.C.M.R.

①



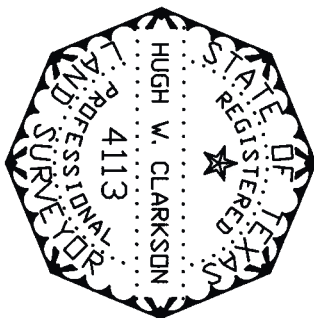
1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE, NAD 83.
2. THERE IS A METES & BOUNDS DESCRIPTION OF THE 0.4132 ACRE TRACT SHOWN HEREON, DATED: AUGUST 4, 2009, THAT ACCOMPANIES THIS PLAT.

TO: TOMBALL INDEPENDENT SCHOOL DISTRICT

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.

DATE 01/13/10

HUGH W. CLARKSON, R.P.L.S.
TEXAS REGISTRATION NO. 5651



NO.	DATE	REVISIONS

SCALE: 1" = 60'

DRAWN BY: MDL

PROJECT NO. S866-00208

DATE: AUGUST 4, 2009

FANNIN STREET ABANDONMENT
0.4132 ACRE (18,000 SQ. FT.)
OUT OF THE
W. HUDD SURVEY, A-371
CITY OF TOMBALL, HARRIS COUNTY, TEXAS



WEST BELT
SURVEYING, INC.

21080 PARK ROW
KATY, TX. 77449

PHONE: (281) 598-8988
FAX: (281) 492-6026

0.4132 ACRE
18,000 SQUARE FEET
W. HUDD SURVEY
ABSTRACT NO. 371
CITY OF TOMBALL
HARRIS COUNTY, TEXAS

FIELD NOTE DESCRIPTION of a 0.4132 acre (18,000 square foot) tract of land located in the W. Hudd Survey, Abstract Number 371, City of Tomball, Harris County, Texas and said 0.4132 acre tract of land being out of and a part of the Revised Map of Tomball, a subdivision recorded under Volume (Vol.) 4, Page (Pg.) 25 of the Harris County Map Records (H.C.M.R.), said 0.4132 acre tract being more particularly described by metes and bounds as follows (The bearings described herein are oriented to the Texas Coordinate System, South Central Zone, NAD 1983.):

BEGINNING at the northeast corner of the intersection of the northerly Right-of-Way (R.O.W.) line of Fannin Street (based on a width of 60 feet) (recorded under Vol. 4, Pg. 25, H.C.M.R.) and the easterly R.O.W. line of South Oak Street (based on a width of 60 feet) (recorded under Vol. 4, Pg. 25, H.C.M.R.), the southwest corner of Lot 12, Block 15, said Revised Map of Tomball, occupied by Tomball Independent School District and the northwest corner of the herein described tract;

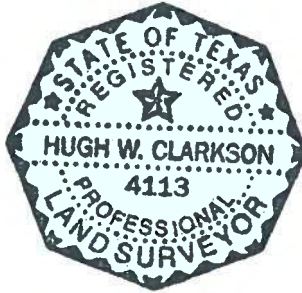
THENCE, North 61°58'05" East, departing the easterly R.O.W. line of said South Oak Street and along the northerly R.O.W. line of said Fannin Street common with the southerly line of Block 15, said Revised Map of Tomball, a distance of 300.00 feet, to the intersection of the northerly R.O.W. line of said Fannin Street and the westerly R.O.W. line of South Cherry Street (based on a width of 60 feet) (recorded under Vol. 4, Pg. 25, H.C.M.R.), the southeast corner of Lot 1, Block 15, said Revised Map of Tomball, described in the deed to Tomball Independent School District, recorded under Vol. 1240, Pg. 141 of the Harris County Deed Records (H.C.D.R.) and the northeast corner of the herein described tract;

THENCE, South 28°01'55" East, departing said common line, a distance of 60.00 feet, to the intersection of the southerly R.O.W. line of said Fannin Street and the westerly R.O.W. line of said South Cherry Street the northeast corner of Lot 24, Block 16, said Revised Map of Tomball described in the deed to Tomball Independent School District recorded under Vol. 227, Pg. 600, H.C.D.R. and the southeast corner of the herein described tract;

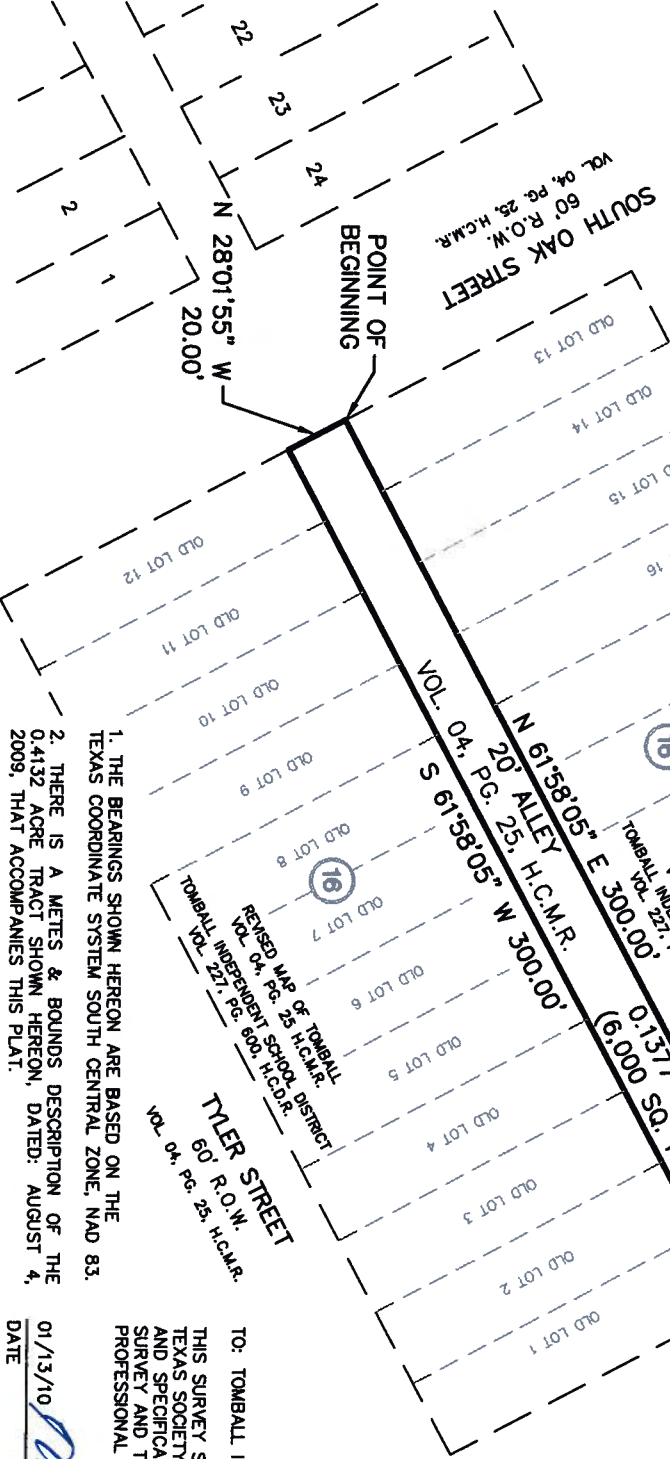
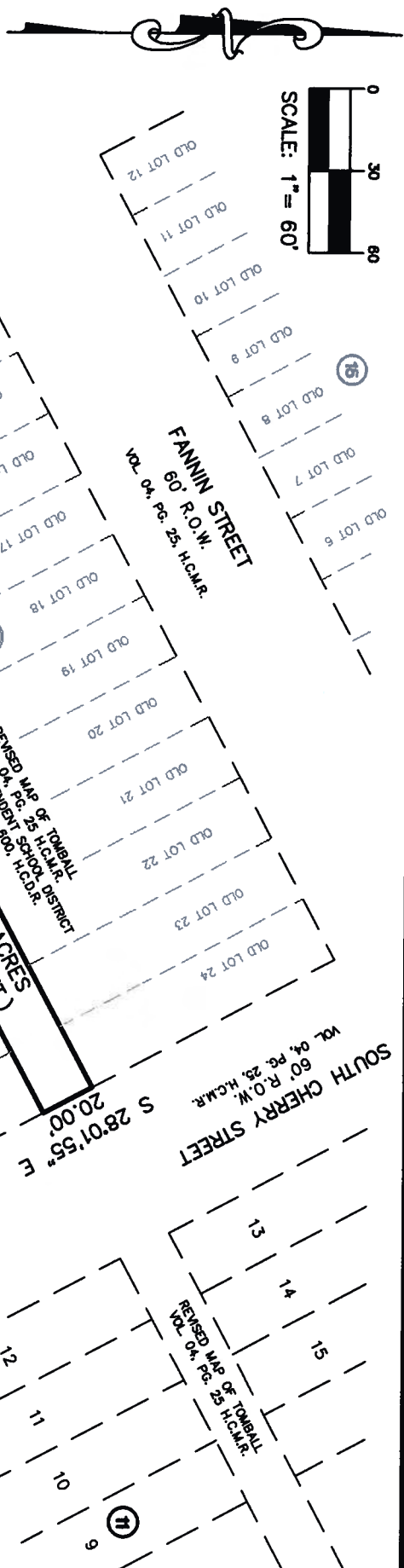
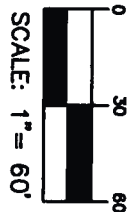
THENCE, South 61°58'05" West, departing the westerly R.O.W. line of said South Cherry Street and along the southerly R.O.W. line of said Fannin Street common with the northerly line of Block 16, said Revised Map of Tomball, a distance of 300.00 feet, to the intersection of the southerly R.O.W. line of said Fannin Street and the easterly R.O.W. line of aforesaid South Oak Street, the northwest corner of Lot 13, Block 16, said Revised Map of Tomball, described in the deed to Tomball Independent School District, recorded under Vol. 1240, Pg. 141, H.C.D.R. and the southwest corner of the herein described tract;

THENCE, North 28°01'55" West, departing said common line, a distance of 60.00 feet, to the POINT OF BEGINNING and containing a computed area of 0.4132 acres (18,000 square feet) of land as depicted on the Fannin Street Abandonment Exhibit dated: August 4, 2009, prepared by West Belt Surveying, Inc., Project No. S866-0020B.

West Belt Surveying, Inc.
21020 Park Row.
Katy, Texas 77449
(281) 599-8288



Hugh W. Clarkson
Hugh W. Clarkson Date: 01/13/10
Texas Registration No. 4113



1. THE BEARINGS SHOWN HEREON ARE BASED ON THE TEXAS COORDINATE SYSTEM SOUTH CENTRAL ZONE, NAD 83.
2. THERE IS A METES & BOUNDS DESCRIPTION OF THE 0.4132 ACRE TRACT SHOWN HEREON, DATED: AUGUST 4, 2009, THAT ACCOMPANIES THIS PLAT.



TO: TOMBALL INDEPENDENT SCHOOL DISTRICT

THIS SURVEY SUBSTANTIALLY COMPLIES WITH THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY AND THE CURRENT MINIMUM REQUIREMENTS OF THE PROFESSIONAL LAND SURVEYING ACT.

DATE: 01/13/10

Hugh W. Clarkson

HUGH W. CLARKSON, R.P.L.S.
TEXAS REGISTRATION NO. 5651

NO.	DATE	REVISIONS

20 FOOT WIDE ALLEY ABANDONMENT
0.1377 ACRE (6,000 SQ. FT.)
OUT OF THE
W. HUDD SURVEY, A-371
CITY OF TOMBALL, HARRIS COUNTY, TEXAS

WEST BELT
SURVEYING, INC.

21020 PARK ROW
KATY, TX. 77449

PHONE: (281) 589-8288
FAX: (281) 492-6026

0.1377 ACRE
6,000 SQUARE FEET
W. HUDD SURVEY
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HARRIS COUNTY, TEXAS

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BEGINNING at the northeast corner of the intersection of the northerly Right-of-Way (R.O.W.) line of a 20 foot wide alley (recorded under Vol. 4, Pg. 25, H.C.M.R.) and the easterly R.O.W. line of South Oak Street (based on a width of 60 feet) (recorded under Vol. 4, Pg. 25, H.C.M.R.), the southwest corner of Lot 13, Block 16, said Revised Map of Tomball, described in the deed to Tomball Independent School District, recorded under Vol. 227, Pg. 600, Harris County Deed Records (H.C.D.R.) and the northwest corner of the herein described tract;

THENCE, North 61°58'05" East, departing the easterly R.O.W. line of said South Oak Street and along the northerly R.O.W. line of said 20 foot wide alley, over and across Block 16, said Revised Map of Tomball, a distance of 300.00 feet, to the intersection of the northerly R.O.W. line of said 20 foot wide alley and the westerly R.O.W. line of South Cherry Street (based on a width of 60 feet) (recorded under Vol. 4, Pg. 25, H.C.M.R.), the southeast corner of Lot 24, Block 16, said Revised Map of Tomball and the northeast corner of the herein described tract;

THENCE, South 28°01'55" East, departing said intersection, a distance of 20.00 feet, to the intersection of the southerly R.O.W. line of said 20 foot wide alley and the westerly R.O.W. line of said South Cherry Street, the northeast corner of Lot 1, Block 16, said Revised Map of Tomball and the southeast corner of the herein described tract;

THENCE, South 61°58'05" West, departing the westerly R.O.W. line of said South Cherry Street and along the southerly R.O.W. line of said 20 foot wide alley, over and across Block 16, said Revised Map of Tomball, a distance of 300.00 feet, to the intersection of the southerly R.O.W. line of said 20 foot wide alley and the easterly R.O.W. line of aforesaid South Oak Street, the northwest corner of Lot 12, Block 16, said Revised Map of Tomball and the southwest corner of the herein described tract;

THENCE, North 28°01'55" West, along the easterly R.O.W. line of said South Oak Street, a distance of 20.00 feet, to the POINT OF BEGINNING and containing a computed area of 0.1377 acres (6,000 square feet) of land as depicted on the 20 Foot Wide Alley Abandonment Exhibit dated: August 4, 2009, prepared by West Belt Surveying, Inc., Project No. S866-0020B.

West Belt Surveying, Inc.
21020 Park Row.
Katy, Texas 77449
(281) 599-8288



Hugh W. Clarkson

Hugh W. Clarkson Date: 01/13/10
Texas Registration No. 4113

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BEGINNING at the northeast corner of the intersection of the northerly Right-of-Way (R.O.W.) line of Tyler Street (based on a width of 60 feet) (recorded under Vol. 4, Pg. 25, H.C.M.R.) and the easterly R.O.W. line of South Oak Street (based on a width of 60 feet) (recorded under Vol. 4, Pg. 25, H.C.M.R.), the southwest corner of Lot 12, Block 16, said Revised Map of Tomball, described in the deed to Tomball Independent School District, recorded under Vol. 227, Pg. 600 of the Harris County Deed Records (H.C.D.R.) and the northwest corner of the herein described tract;

THENCE, North $61^{\circ}58'05''$ East, departing the easterly R.O.W. line of said South Oak Street and along the northerly R.O.W. line of said Tyler Street common with the southerly line of Block 16, said Revised Map of Tomball, a distance of 300.00 feet, to the intersection of the northerly R.O.W. line of said Tyler Street and the westerly R.O.W. line of South Cherry Street (based on a width of 60 feet) (recorded under Vol. 4, Pg. 25, H.C.M.R.), the southeast corner of Lot 1, Block 16, said Revised Map of Tomball and the northeast corner of the herein described tract;

THENCE, South $28^{\circ}01'55''$ East, departing said common line, a distance of 60.00 feet, to the intersection of the southerly R.O.W. line of said Tyler Street and the westerly R.O.W. line of said South Cherry Street, the northeast corner of Lot 12, Block 23, said Revised Map of Tomball described in the deed to Earnest Grandinetti, recorded under Harris County Clerk's File Number G674531 and the southeast corner of the herein described tract;

THENCE, South $61^{\circ}58'05''$ West, departing the westerly R.O.W. line of said South Cherry Street and along the southerly R.O.W. line of said Tyler Street common with the northerly line of Block 23, said Revised Map of Tomball, a distance of 300.00 feet, to the intersection of the southerly R.O.W. line of said Tyler Street and the easterly R.O.W. line of aforesaid South Oak Street, the northwest corner of Lot 7, Block 23, said Revised Map of Tomball, described in the deed to Tomball Independent School District, recorded under Vol. 1237, Pg. 233, H.C.D.R. and the southwest corner of the herein described tract;

THENCE, North 28°01'55" West, departing said common line, a distance of 60.00 feet, to the POINT OF BEGINNING and containing a computed area of 0.4132 acres (18,000 square feet) of land as depicted on the Tyler Street Abandonment Exhibit dated: August 4, 2009, prepared by West Belt Surveying, Inc., Project No. S866-0020B.

West Belt Surveying, Inc.
21020 Park Row.
Katy, Texas 77449
(281) 599-8288



Hugh W. Clarkson

Hugh W. Clarkson Date: 01/13/10
Texas Registration No. 4113

Regular City Council

Agenda Item

Meeting Date: February 1, 2010

Data Sheet

Topic:

Approve Memorandum of Understanding with Harris County Flood Control District and City of Tomball to Coordinate Floodplain Management of Mapping, Models, and Data and Authorize the Mayor to Execute the Memorandum.

Background:

The Federal Emergency Agency (FEMA) and Harris County Flood Control District (HCFCD) completed the Tropical Storm Allison Recovery Project (TSARP) with the FEMA issued Flood Insurance Rate Maps on June 18, 2007. HCFCD would like to ensure the integrity of the map, models, and any supporting data. In September 2009 FEMA granted custodianship of the models and supporting data to Harris County. The Mapping Activity Statement (MAS) No. 14 is included in the packet and requires a partnership with each National Flood Insurance Program (NFIP) participating community within Harris County.

HCFCD is requesting that a Memorandum of Understanding (MOU) be executed between HCFCD and the City of Tomball to meet this requirement. The MOU is included in the packet for review. The MAS and MOU will help HCFCD maintain the appropriate models, maps, and supporting documents to develop floodplain models within Harris County. The City is agreeing to coordinating review of Floodplain revisions (i.e., maps, models, and data) with HCFCD in accordance to MAS No. 14. As a note, the Engineering & Planning Department is already performing this requirement with HCFCD.

Origination:

Engineering and Planning Department

Recommendation:

Engineering and Planning Department recommend approval.

Funding:

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

Mark McClure, Director of Engineering and Planning

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

ATTACHMENTS:

HCFCD - MOU Letter

HCFCD - Memorandum of Understanding Agreement



December 17, 2009

9900 Northwest Freeway
Houston, Texas 77092
713-684-4000
www.hcfd.org

Mr. Mark McClure
Director of Engineering and Planning
The City of Tomball
501 James St.
Tomball, TX 77375

RE: Memorandum of Understanding

Dear Mr. McClure:

The Federal Emergency Management Agency (FEMA) issued new Flood Insurance Rate Maps on June 18, 2007, completing the Tropical Storm Allison Recovery Project (TSARP), a massive restudy of flood risk in Harris County conducted by FEMA and the Harris County Flood Control District (the District). Accordingly, we desire to ensure the long term integrity of the map product, computer models, and supporting data and to efficiently provide these tools to the community.

In September 2009, the District and FEMA executed Mapping Activity Statement (MAS) No. 14, which grants permission for the District to be the custodian of the master computer model sets and supporting data for Harris County. A copy of this MAS is enclosed for your review. The success of MAS No. 14 requires a partnership with each of the Harris County communities participating in the National Flood Insurance Program (NFIP). Accordingly, we request that you enter into a Memorandum of Understanding (MOU) with the District that outlines the terms of this partnership.

We desire to execute this MOU with your community by February 2010. Two original copies of the MOU are enclosed for your review and signature. Lillie Lindner from the District will be contacting you within the next few weeks to discuss the MOU and answer any questions you may have.

If you would like to discuss this sooner, please contact Ms. Lindner at 713-684-4015 or by e-mail at lillie.lindner@hcfd.org. We appreciate your cooperation in this matter and look forward to working with your community.

Sincerely,

Michael D. Talbott, P.E.
Director

MDT:lmf

Enclosures: Memorandum of Understanding (2)
Mapping Activity Statement No. 14

cc: Lillie Lindner
Carl Woodward

MOU Letter to Communities_121709.doc



FEMA

Harris County Flood Control District Harris County, Texas COOPERATING TECHNICAL PARTNERS MAPPING ACTIVITY STATEMENT

Mapping Activity Statement No. 14 – Management and Distribution of Hydrologic Models, Hydraulic Models and Supporting Data

In accordance with the Cooperating Technical Partners' Memorandum of Agreement dated July 31, 2000, between the Harris County Flood Control District (HCFCD) in Harris County, Texas and the Federal Emergency Management Agency (FEMA), Mapping Activity Statement (MAS) No. 14 is as follows:

SECTION 1—OBJECTIVE AND SCOPE

On June 18, 2007 FEMA released Flood Insurance Rate Maps for Harris County, Texas. This was the culmination of an extensive county wide restudy known as the Tropical Storm Allison Recovery Project. This document considers activities and processes to ensure the long term integrity of the map product, models, and supporting data; and to efficiently provide these tools to the community.

The objective is to manage a master set of current and accurate hydrologic and hydraulic models and their supporting data for watersheds in Harris County; and to distribute this information to the other NFIP communities and the general public in Harris County. These master model sets support HCFCD's projects, additional public and private projects, provide the region the understanding of flood risk, and support the National Flood Insurance Program.

In order to accomplish this objective, HCFCD will be the custodian of the model sets and supporting data. HCFCD will continuously update all the information based on approved Letter of Map Revisions (LOMR) and will provide appropriate documentation to FEMA. The Conditional Letter of Map Revisions (CLOMR) will be filed separately and HCFCD will distribute these models for information purposes only.

The various activities are outlined below.

Activity No. 1: Model Standards

To maintain the integrity of the models and supporting data, model management requires modeling standards. These standards are available to the community via the HCFCD web site and HCFCD ensure all new CLOMR/LOMRs adhere to these standards. The HCFCD modeling standards include a standard naming nomenclature, and HCFCD has updated the effective model sets to include this nomenclature and provided this information to FEMA. The nomenclature modifications do not change discharges, water surface elevations or the floodplain mapping.

Activity No. 2: Web Based Application

A website has been developed to facilitate model and data distribution, notification, and checkout. The website is located at <http://www.hcfcd.org/m3>, and is accessible by all community members. Users are able to search by watershed to access the effective models and associated data. This web based application will inventory the effective and historical data. Models and supporting data for potential CLOMR/LOMRs can be checked in using the web based application for HCFCD review prior to the community submittal to FEMA.

Activity No. 3: Continuous Update of the FEMA Effective Model Set – PHASE 1

All CLOMR/LOMR requests reviewed by the appropriate FEMA contractor prior to the adoption of the modeling standards do not have appropriate nomenclature. HCFCD will monitor weekly the Mapping Information Platform (MIP) to determine the status of the pending CLOMR/LOMRs. After the CLOMR/LOMRs are approved, HCFCD will access the MIP to obtain the approved CLOMR/LOMRs within Harris County. The information on the MIP should include the CLOMR/LOMR documentation, reports, models and supporting data. If HCFCD is unable to access all the information required on the MIP, HCFCD will work with FEMA and FEMA's contractor to obtain the information.

HCFCD will make the nomenclature modifications to recently approved CLOMR/LOMRs and provide documentation to FEMA with a consistent QA/QC procedure. HCFCD will forward the new effective model sets and documentation to FEMA.

HCFCD has developed a Memorandum of Agreement (MOA) with the local floodplain administrators outlining the goal of current and accurate effective models maintenance. In the MOA, HCFCD will review CLOMR/LOMRs within each Harris County community to ensure compliance with the modeling standards. HCFCD has completed a training class for the engineering community outlining the standards and the web based application.

For all CLOMR/LOMR requests, FEMA will ensure that HCFCD is copied on all formal correspondence between FEMA, the community and the applicant including review comments, determination letters and request letters.

Activity No. 4: Continuous Update of the FEMA Effective Model Set – PHASE 2

All new CLOMR/LOMRs will have the new nomenclature based upon HCFCD modeling standards. HCFCD will complete a review for the local floodplain administrators to ensure the standards are adhered to prior to submittal to FEMA. All CLOMR/LOMR requests will be reviewed by the appropriate FEMA contractor. After the CLOMR/LOMRs are approved, HCFCD will access the MIP to obtain the approved CLOMR/LOMRs within Harris County. The information on the MIP should include the CLOMR/LOMR documentation, reports, models and supporting data. If HCFCD is unable to access all the information required on the MIP, HCFCD will work with FEMA and FEMA's contractor to obtain the information.

HCFCD will incorporate the LOMR changes in the effective master model set and provide documentation to FEMA with a consistent QA/QC procedure. HCFCD will forward the new effective model sets and documentation to FEMA.

For all CLOMR/LOMR requests, FEMA will ensure that HCFCD is copied on all formal correspondence between FEMA, the community and the applicant including review comments, determination letters and request letters.

SECTION 2—PERIOD OF PERFORMANCE

This Mapping Activity will begin upon the execution of the Mapping Activity Statement. This Mapping Activity may be terminated at the option of FEMA or HCFCD in accordance with the provisions of the July 31, 2000, CTP Memorandum of Agreement. Schedule and Milestones will be met in accordance with the adopted Project Master Schedule. If these mapping activities are terminated, all products produced to date and the remaining funds from uncompleted activities, provided by FEMA for this MAS, will be returned to FEMA.

SECTION 3—FUNDING

HCFCD will fund this effort up to an amount not to exceed \$1,500,000. An additional estimated annual cost of \$250,000 will be funded by HCFCD (subject to annual funding) to continually update all related necessary data to keep the models and maps current.

Anticipated expenses include:

- Development of Model and Management Standards
- Development of a web based application to distribute the models
 - Development of a project tracking system
 - Development of a file management system
 - Development of a notification system
- Continuous Model Updates based on CLOMR/LOMRs

SECTION 4—STANDARDS

The following standards and documents are relevant to this Mapping Activity:

- Guidelines and Specifications for Flood Hazard Mapping Partners, Dated February 2002 (G&SFHMP) and including all future updates.
- Hydrology for Harris County, Harris County Flood Control District, March 1988
- Twenty One Tropical Storm Allison Recovery Project Technical White Papers, 2002
- Draft HCFCD Modeling and Management Standards, January 2008
- HCFCD Policy Criteria & Procedure Manual, October 2004

SECTION 5—PRODUCTS

The distribution of hydrologic and hydraulic models and supporting data products will include the following items:

- HCFCD Modeling and Management Standards
- Web Based Application development for the public to access information
- Continuous Model Updates and QA/QC Process

SECTION 6—SCHEDULE

The activities documented in this MAS shall be completed in accordance with the project schedule below by HCFCD. If changes to this schedule are required, the responsible Mapping Partner shall coordinate with FEMA.

Milestone 1 (Modeling Standards Phase): This milestone will be completed in approximately late calendar year 2009.

Milestone 2 (Web Based Application Phase): This milestone will be completed in approximately late calendar year 2009.

Milestone 3 (Continuous Update of the FEMA Effective Model Set – PHASE 1): This milestone will be completed in approximately mid to late calendar year 2009.

Milestone 4 (Continuous Update of the FEMA Effective Model Set – PHASE 2): This milestone will be a continuous effort.

SECTION 7—CERTIFICATIONS

The following certifications apply to this Mapping Activity:

- A Registered Professional Engineer or Licensed Land Surveyor in accordance with 44 CFR 65.6(f) certified hydrologic analyses and data.
- Preliminary DFIRM's were prepared in accordance with G&S FHMP Appendix L - standard DFIRM database.
- The digital base map data was accompanied by certification that the digital base map data meet FEMA's minimum standards and specifications. In addition, the metadata files included a description of the horizontal and vertical accuracy of the digital base map information.

SECTION 8—TECHNICAL ASSISTANCE AND RESOURCES

Specific technical and programmatic support may be provided through the appropriate FEMA contractor; such assistance should be requested through the FEMA Regional Project Officer specified in Section 13 of this Mapping Activity Statement.

SECTION 9—CONTRACTORS

HCFCDD intends to use the services of PBS&J, Idea Integration and other future contractors as contractors for this MAS.

PBS&J
1250 Wood Branch Park, Suite 300
Houston, Texas 77079

Idea Integration
3200 Southwest Freeway, Suite 2900
Houston, Texas 77027

SECTION 10—QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) PROCEDURES

HCFCDD will undertake internal QA/QC reviews to ensure that the products described under Section 5 of this Mapping Activity Statement conform to the standards cited under Section 4 of this Mapping Activity Statement. QA/QC procedures will be developed to document the process of updating the effective model data sets with the new model data from the approved LOMR to develop a new effective model data set.

SECTION 11—REPORTING

Status reports will be submitted on a quarterly basis to FEMA. At a minimum, these reports will include a summary of the work.

SECTION 12—PROJECT COORDINATION

Throughout the project, all members of the Project Team will coordinate, as necessary, to ensure the products meet the technical and format specifications required and contain accurate, up-to-date information. Coordination activities shall include:

- HCFCD shall coordinate with FEMA and/or its contractor. These meetings will be on an as needed basis in the form of conference calls or face to face visits to review the progress of the project.
- E-mail, facsimile transmissions, and letters, as required.

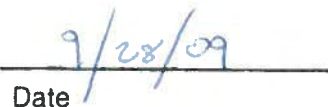
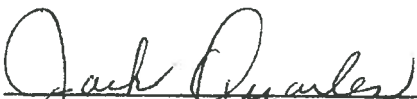
SECTION 13—POINTS OF CONTACT

The points of contact for this Mapping Activity Statement are Gary Zimmerer, the FEMA Senior Project Manager; Carl Woodward, the Project Manager for Harris County Flood Control District; or subsequent personnel of comparable experience who are appointed to fulfill these responsibilities. When necessary, any additional FEMA assistance should be requested through the FEMA Regional Project Officer.

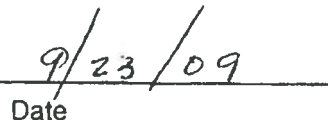
Each party has caused this MAS to be executed by its duly authorized representative.



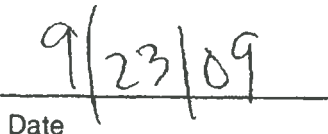
Mike Talbott, P.E.
Director
Harris County Flood Control District


Date

Jack Quarles, R.E.
Risk Analysis Branch Chief, Mitigation Division
Federal Emergency Management Agency, Region 6


Date

Beth Norton, Program Specialist
Engineering Management Branch, Mitigation Directorate
Federal Emergency Management Agency


Date



FEMA

Harris County Flood Control District Harris County, Texas COOPERATING TECHNICAL PARTNERS MAPPING ACTIVITY STATEMENT

Mapping Activity Statement No. 14 – Management and Distribution of Hydrologic Models, Hydraulic Models and Supporting Data

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Activity No. 2: Web Based Application

A website has been developed to facilitate model and data distribution, notification, and checkout. The website is located at <http://www.hcfcd.org/m3>, and is accessible by all community members. Users are able to search by watershed to access the effective models and associated data. This web based application will inventory the effective and historical data. Models and supporting data for potential CLOMR/LOMRs can be checked in using the web based application for HCFCD review prior to the community submittal to FEMA.

Activity No. 3: Continuous Update of the FEMA Effective Model Set – PHASE 1

All CLOMR/LOMR requests reviewed by the appropriate FEMA contractor prior to the adoption of the modeling standards do not have appropriate nomenclature. HCFCD will monitor weekly the Mapping Information Platform (MIP) to determine the status of the pending CLOMR/LOMRs. After the CLOMR/LOMRs are approved, HCFCD will access the MIP to obtain the approved CLOMR/LOMRs within Harris County. The information on the MIP should include the CLOMR/LOMR documentation, reports, models and supporting data. If HCFCD is unable to access all the information required on the MIP, HCFCD will work with FEMA and FEMA's contractor to obtain the information.

HCFCD will make the nomenclature modifications to recently approved CLOMR/LOMRs and provide documentation to FEMA with a consistent QA/QC procedure. HCFCD will forward the new effective model sets and documentation to FEMA.

HCFCD has developed a Memorandum of Agreement (MOA) with the local floodplain administrators outlining the goal of current and accurate effective models maintenance. In the MOA, HCFCD will review CLOMR/LOMRs within each Harris County community to ensure compliance with the modeling standards. HCFCD has completed a training class for the engineering community outlining the standards and the web based application.

For all CLOMR/LOMR requests, FEMA will ensure that HCFCD is copied on all formal correspondence between FEMA, the community and the applicant including review comments, determination letters and request letters.

Activity No. 4: Continuous Update of the FEMA Effective Model Set – PHASE 2

All new CLOMR/LOMRs will have the new nomenclature based upon HCFCD modeling standards. HCFCD will complete a review for the local floodplain administrators to ensure the standards are adhered to prior to submittal to FEMA. All CLOMR/LOMR requests will be reviewed by the appropriate FEMA contractor. After the CLOMR/LOMRs are approved, HCFCD will access the MIP to obtain the approved CLOMR/LOMRs within Harris County. The information on the MIP should include the CLOMR/LOMR documentation, reports, models and supporting data. If HCFCD is unable to access all the information required on the MIP, HCFCD will work with FEMA and FEMA's contractor to obtain the information.

HCFCD will incorporate the LOMR changes in the effective master model set and provide documentation to FEMA with a consistent QA/QC procedure. HCFCD will forward the new effective model sets and documentation to FEMA.

For all CLOMR/LOMR requests, FEMA will ensure that HCFCD is copied on all formal correspondence between FEMA, the community and the applicant including review comments, determination letters and request letters.

SECTION 2—PERIOD OF PERFORMANCE

This Mapping Activity will begin upon the execution of the Mapping Activity Statement. This Mapping Activity may be terminated at the option of FEMA or HCFCFCD in accordance with the provisions of the July 31, 2000, CTP Memorandum of Agreement. Schedule and Milestones will be met in accordance with the adopted Project Master Schedule. If these mapping activities are terminated, all products produced to date and the remaining funds from uncompleted activities, provided by FEMA for this MAS, will be returned to FEMA.

SECTION 3—FUNDING

HCFCFCD will fund this effort up to an amount not to exceed \$1,500,000. An additional estimated annual cost of \$250,000 will be funded by HCFCFCD (subject to annual funding) to continually update all related necessary data to keep the models and maps current.

Anticipated expenses include:

- Development of Model and Management Standards
- Development of a web based application to distribute the models
 - Development of a project tracking system
 - Development of a file management system
 - Development of a notification system
- Continuous Model Updates based on CLOMR/LOMRs

SECTION 4—STANDARDS

The following standards and documents are relevant to this Mapping Activity:

- Guidelines and Specifications for Flood Hazard Mapping Partners, Dated February 2002 (G&SFHMP) and including all future updates.
- Hydrology for Harris County, Harris County Flood Control District, March 1988
- Twenty One Tropical Storm Allison Recovery Project Technical White Papers, 2002
- Draft HCFCFCD Modeling and Management Standards, January 2008
- HCFCFCD Policy Criteria & Procedure Manual, October 2004

SECTION 5—PRODUCTS

The distribution of hydrologic and hydraulic models and supporting data products will include the following items:

- HCFCFCD Modeling and Management Standards
- Web Based Application development for the public to access information
- Continuous Model Updates and QA/QC Process

SECTION 6—SCHEDULE

The activities documented in this MAS shall be completed in accordance with the project schedule below by HCFCFCD. If changes to this schedule are required, the responsible Mapping Partner shall coordinate with FEMA.

Milestone 1 (Modeling Standards Phase): This milestone will be completed in approximately late calendar year 2009.

Milestone 2 (Web Based Application Phase): This milestone will be completed in approximately late calendar year 2009.

Milestone 3 (Continuous Update of the FEMA Effective Model Set – PHASE 1): This milestone will be completed in approximately mid to late calendar year 2009.

Milestone 4 (Continuous Update of the FEMA Effective Model Set – PHASE 2): This milestone will be a continuous effort.

SECTION 7—CERTIFICATIONS

The following certifications apply to this Mapping Activity:

- A Registered Professional Engineer or Licensed Land Surveyor in accordance with 44 CFR 65.6(f) certified hydrologic analyses and data.
- Preliminary DFIRM's were prepared in accordance with G&S FHMP Appendix L - standard DFIRM database.
- The digital base map data was accompanied by certification that the digital base map data meet FEMA's minimum standards and specifications. In addition, the metadata files included a description of the horizontal and vertical accuracy of the digital base map information.

SECTION 8—TECHNICAL ASSISTANCE AND RESOURCES

Specific technical and programmatic support may be provided through the appropriate FEMA contractor; such assistance should be requested through the FEMA Regional Project Officer specified in Section 13 of this Mapping Activity Statement.

SECTION 9—CONTRACTORS

HCFCFCD intends to use the services of PBS&J, Idea Integration and other future contractors as contractors for this MAS.

PBS&J
1250 Wood Branch Park, Suite 300
Houston, Texas 77079

Idea Integration
3200 Southwest Freeway, Suite 2900
Houston, Texas 77027

SECTION 10—QUALITY ASSURANCE/QUALITY CONTROL (QA/QC) PROCEDURES

HCFCFCD will undertake internal QA/QC reviews to ensure that the products described under Section 5 of this Mapping Activity Statement conform to the standards cited under Section 4 of this Mapping Activity Statement. QA/QC procedures will be developed to document the process of updating the effective model data sets with the new model data from the approved LOMR to develop a new effective model data set.

SECTION 11—REPORTING

Status reports will be submitted on a quarterly basis to FEMA. At a minimum, these reports will include a summary of the work.

SECTION 12—PROJECT COORDINATION

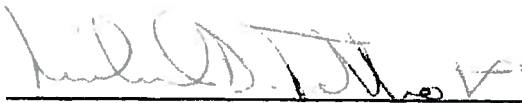
Throughout the project, all members of the Project Team will coordinate, as necessary, to ensure the products meet the technical and format specifications required and contain accurate, up-to-date information. Coordination activities shall include:

- HCFCF shall coordinate with FEMA and/or its contractor. These meetings will be on an as needed basis in the form of conference calls or face to face visits to review the progress of the project.
- E-mail, facsimile transmissions, and letters, as required.

SECTION 13—POINTS OF CONTACT

The points of contact for this Mapping Activity Statement are Gary Zimmerer, the FEMA Senior Project Manager; Carl Woodward, the Project Manager for Harris County Flood Control District; or subsequent personnel of comparable experience who are appointed to fulfill these responsibilities. When necessary, any additional FEMA assistance should be requested through the FEMA Regional Project Officer.

Each party has caused this MAS to be executed by its duly authorized representative.



Mike Talbott, P.E.
Director
Harris County Flood Control District

9/28/09
Date



Jack Quarles, R.E.
Risk Analysis Branch Chief, Mitigation Division
Federal Emergency Management Agency, Region 6

9/23/09
Date



Beth Norton, Program Specialist
Engineering Management Branch, Mitigation Directorate
Federal Emergency Management Agency

9/23/09
Date

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

MEMORANDUM OF UNDERSTANDING

THIS **MEMORANDUM OF UNDERSTANDING** IS MADE and entered into by and between the

Harris County Flood Control District,

a body corporate and politic under the laws of the State of Texas, hereinafter called "District," and the

The City of Tomball,

a municipal corporation under the laws of the State of Texas, hereinafter called "City"

WITNESSETH:

WHEREAS, the National Flood Insurance Program (NFIP), established by the National Flood Insurance Act of 1968, has several purposes, the most significant being

- To better indemnify individuals from losses through the availability of flood insurance;
- To reduce future flood damages through community floodplain management regulations; and
- To reduce costs for disaster assistance and flood control; and

WHEREAS, the NFIP is a program of the Federal Emergency Management Agency (FEMA), a division of the United States Department of Homeland Security; and

WHEREAS, FEMA invokes certain requirements of communities who participate in the NFIP as a condition of participation; and

WHEREAS, the NFIP requires each participating community to designate a Floodplain Administrator to ensure proper enforcement of required floodplain management provisions; and

WHEREAS, the City is a participating community in the NFIP; and

WHEREAS, the City has by ordinance designated its City Engineer as its Floodplain Administrator, and the Floodplain Administrator's responsibilities include:

- Ensuring that new development is in accordance with the provisions of the NFIP
- Reviewing and approving requests for Letter of Map Revisions (LOMR), Conditional Letters of Map Revisions (CLOMR), requests for Physical Map Revisions (PMR), Letter of Map Amendments (LOMA), and other map change requests; and forwarding these requests to FEMA; and

WHEREAS, the District has entered into a Cooperating Technical Partnership (CTP) Agreement with FEMA; and

WHEREAS, as part of the CTP Agreement, the District and FEMA completed the Tropical Storm Allison Recovery Project which resulted in effective Digital Flood Insurance Rate Maps (DFIRMs) dated June 18, 2007, for Harris County and Incorporated Areas, along with new base data and computer models used to create the DFIRMs; and

WHEREAS, the effective base data and models are subject to revisions by the District and subsequent FEMA approval as a part of periodic watershed-wide update; and

WHEREAS, the District uses the base data and computer models to support its Capital Improvement Program to reduce flood damages in Harris County, and

WHEREAS, the City must utilize the DFIRMs, the supporting data, and computer models in their role as Floodplain Administrator; and

WHEREAS, the District has technical expertise that may provide support to the City in the review of requests for CLOMRs, LOMRs, and PMRs; and

WHEREAS, it is the mutual benefit of the District and the City, as the Floodplain Administrator, to maintain the integrity of the DFIRMs, the supporting data, and computer models on a continual basis; and

WHEREAS, the District has executed a Mapping Activity Statement as part of the CTP Agreement and has developed a Model and Map Management System (M3) allowing the District to maintain and distribute effective supporting data and computer models to the local community; and

WHEREAS, it is to the mutual benefit of the District and the City to enter into and to effectuate the terms and conditions of this MOU.

UNDERSTANDING

NOW, THEREFORE, The District and the City, in consideration of the mutual covenants and agreements herein contained, do hereby have a mutual understanding as follows:

ARTICLE I **SERVICES TO BE PROVIDED BY THE DISTRICT**

1. Provide *Harris County Hydrologic and Hydraulic Modeling Standards (Modeling Standards)* to be used for all requests for CLOMRs, LOMRs, and PMRs in Harris County, including those within the City.
2. Maintain current and effective hydrologic and hydraulic models, along with supporting data, for the watersheds and studied streams in Harris County, including those within the City. This includes updating the effective model set to include changes necessitated by FEMA issued LOMRs and PMRs.
3. Provide and maintain a website where interested parties can request copies of computer models and supporting data, and provide these computer models and supporting data to the requestor in a timely fashion.
4. Maintain a GIS based dataset of ongoing activity, and further coordination by informing affected parties of potential conflict due to concurrent activity.
5. Provide timely review and comment on all requests for CLOMRs, LOMRs, and PMRs – specifically to ensure that the request is in conformance with the *Modeling Standards*.
6. Provide timely technical review on behalf of the City at the request of the City, in the review and consideration of requests for CLOMRs, LOMRs, and PMRs.

ARTICLE II **SERVICES TO BE PROVIDED BY THE CITY**

1. Require all requests for CLOMR, LOMR, and PMR within the City adhere to the *Modeling Standards*, including the obtaining and submittal of effective base data and models through the M3 System.
2. Provide a copy of all requests for CLOMR, LOMR, and PMR within the City to the District for review and comment prior to submit to FEMA.
3. Provide the District with copies of all revisions to the requests for CLOMRs, LOMRs, and PMRs necessitated as part of the FEMA review, along with a copy of all correspondence between FEMA and the City related to the request.

ARTICLE III
NOTICES

All notices and communications under this MOU shall be mailed by certified mail, return receipt requested, or delivered to District at the following address:

Harris County Flood Control District
9900 Northwest Freeway
Houston, Texas 77092
Attention: Director

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

The City of Tomball
501 James St.
Tomball, TX 77375
Attention: City Manager

ARTICLE IV
FUNDING

It is expressly understood and agreed by the parties, such understanding and agreement being of the essence to this MOU, that the District has not appropriated funds hereunder to fulfill any obligation created by the terms of this Memorandum of Understanding; that certain expenditures by the District hereunder may be funded under one or more agreements between the District and third parties; and that the District may, but shall not be obligated to, from time to time budget and appropriate additional funds to fulfill any obligation created hereunder. In the event the District shall fail or refuse to appropriate or expend funds necessary to perform any obligation hereunder, the sole remedy of the City shall be to terminate this MOU; provided further, however, that before terminating this MOU for such failure or refusal, the City shall first notify the District in writing of its intent to terminate and give the District not less than (30) days to remedy such deficiency, and thereafter only terminate the Memorandum of Understanding in the event the District fails or refuses to remedy the deficiency.

ARTICLE V
MEMORANDUM PERIOD

This Memorandum of Understanding becomes effective when fully executed by all parties and will terminate as provided for herein.

ARTICLE VI
TERMINATION

This Memorandum of Understanding may be terminated upon thirty (30) days prior written notice by either party.

ARTICLE VII
MODIFICATIONS

This instrument contains the entire understanding between the parties relating to the rights herein granted and the obligations herein assumed. Any modification concerning this instrument will be of no force or effect, except a subsequent modification in writing signed by all parties hereto.

IN TESTIMONY OF WHICH, this Memorandum of Understanding has been executed

_____.

HARRIS COUNTY FLOOD CONTROL DISTRICT

BY: _____
Michael D. Talbott, P.E.
Director

ATTEST:

THE CITY OF TOMBALL

By: _____ By: _____
City Secretary Mayor

Regular City Council

Agenda Item

Meeting Date: February 1, 2010

Data Sheet

Topic:

Presentation of the Rudolph Road and Utilities Preliminary Engineering Report from O'Malley Engineers, dated Revised December 2009.

Background:

The Technical Review Committee (TRC) meeting was conducted and pertinent staff were invited from the City Manager's Office, Public Works, and the Engineering and Planning Department to attend on January 7, 2010 to review and discuss the preliminary engineering report (PER) prepared by O'Malley Engineers pertaining to the widening of Rudolph Road and Utility Extension. A complete copy of the PER is available on the City's web page under the Engineering and Planning tab for capital improvements. The following is a summary of the items discussed during the TRC meeting including the decisions made during the meeting:

DISCUSSION ITEMS AND RECORD OF DECISIONS

1. Two alternatives were presented for the proposed roadway section. Alternate #1 consisted of a 41' back of curb to back of curb (B-B) concrete pavement section. Alternate #2 proposed a 28' B-B concrete typical pavement section with a wider 41' B-B section at both Hufsmith Road and Zion Road intersections. The selected alternative was Alternate #2.

2. For the Phase II portion of this project, which is from the north side of the Harris County Flood Control District (HCFCD) channel unit #J131 to Zion Road, two options were presented concerning the approximate 700' of existing 8" sanitary sewer line. Option A consisted of leaving the existing line in place while Option B included cost for removal and replacement of this line. The decision was made to proceed with Option A, leaving the existing line in place.

3. Detention storage will be required for increases in storm water runoff from this proposed project. One detention storage pond was presented for Phase I and two were presented for Phase II, all located on property currently owned by the City. The future use of the land where these ponds were proposed was discussed along with the possibility of providing detention storage in the storm sewer system for Phase I. Detention storage estimates presented are based on HCFCD's design criteria of 0.55 ac-ft/ac of development, however this criteria was discussed with HCFCD personnel during the development of the Preliminary Engineering Report (PER) and noted that this criteria would not apply to this type of project. Instead, HCFCD would accept detention storage volumes based on what would be needed to handle the difference between the pre- and post-development runoff calculations. Knowing that the detention volume requirements will be less than that presented in the PER, an assumed detention rate of 0.30 ac-ft/ac was used to determine a cost estimate for providing detention storage in the storm sewer system. It was estimated that a 7'x 4' box culvert would provide this amount of storage and would increase the cost approximately \$55,000 to \$60,000. It was decided to determine the final method of detention storage once the detailed drainage calculations were completed during the design phase.

4. An existing double barrel 10' wide by 9' high concrete box culvert is located in the HCFCD channel unit #J131. Costs for extending this box on each end to the proposed right of way lines is included in both Alternatives. It was discussed that by making modifications to the proposed sidewalk alignments, this existing box culvert has the necessary width for Alternate #2 and would not need to be extended, thus providing some additional cost savings. This is to be considered during the final design phase. Cost for

extending this culvert is included in the attached Probable Construction Cost estimate.

5. The turning radii presented at both Hufsmith and Zion intersections are based upon turning templates for the following AASHTO design vehicles: S-BUS-36 (36' wheel base school bus), S-BUS-40 (40' school bus), and SU (single unit truck). The drawings presented in the TRC meeting show that the proposed roadway radius on the southeast Hufsmith intersection corner crosses the ROW lines. At the Zion intersection, it was shown that the proposed roadway could be constructed inside the proposed ROW, but additional ROW would be needed to extend the sidewalks into the Zion ROW. Acquisition of an additional 25' x 25' ROW flare at these three corners would provide necessary construction room. It was decided to revise the roadway radii's to fit the proposed ROW.

6. Two buildings located on Tract 8 were presented as encroaching into the proposed 10' utility easement. Discussing about these buildings included whether to acquire, remove, or relocate this buildings outside of the easement or make adjustments to the utility line to go around these buildings. It is planned that these buildings will be removed from the proposed easement.

7. The proposed 2-inch gas line is to be installed by the City. The construction contract is to be prepared to require the contractor to clear, grub, and reshape the utility easement prior to mobilization of the City forces and to make the contractor aware of this in the scheduling of his work.

8. Another item concerning the proposed gas line involved placement by boring under channel #J131. It would be preferred for this line to be placed across the top of the 2-10' x 9' box culvert structure if possible. Final determination on the vertical alignment for the gas line will be determined during final design.

9. Visibility site triangles as described in the City's ordinances were reviewed in conjunction with the necessary vegetation clearing that will be required for this project. It was discussed whether items found within the limits of these triangles should be grandfathered and allowed to stay or to have these items removed. It was decided to follow the ordinances as written.

10. A tree allowance was included for both Phases in each Alternative. It was decided to remove this item from the project.

PROBABLE CONSTRUCTION COST

See attached opinion of probable construction cost:

Phase I Alternate #2 - Probable Construction Cost = \$1,642,000.00

Phase II Alternate #2 Option A – Probable Construction Cost = \$2,766,000.00

Origination:

Engineering and Planning Department

Recommendation:

Engineering and Planning Department proceeding to final design of Phase I.

Funding:

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

Mark McClure, Director of Engineering and Planning

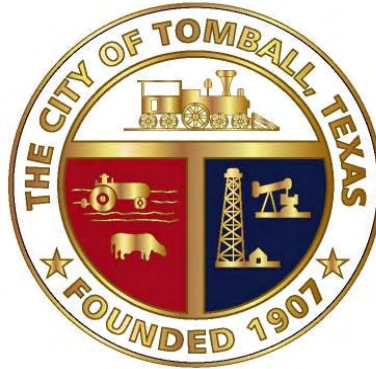
ACTION TAKEN		
APPROVAL ☐ YES ☐ NO	READINGS PASSED ☐ 1 ST ☐ 2 ND	OTHER

ATTACHMENTS:

Rudolph Rd. PER Presentation

PERTRCResultsCostEstimate01-14-10

City of Tomball



*Technical Review Committee Presentation
for*

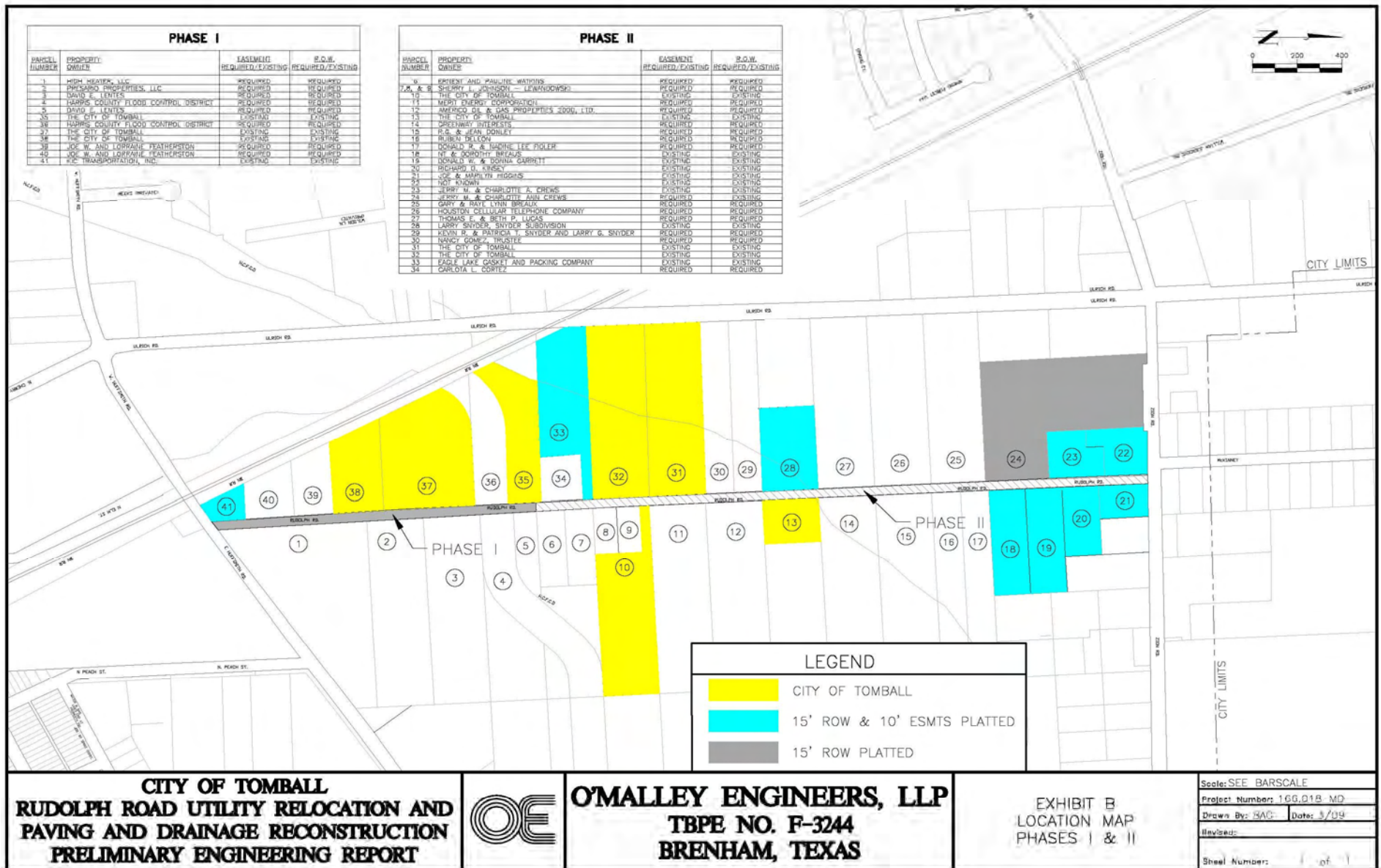
RUDOLPH ROAD & UTILITIES EXTENSION

PRELIMINARY ENGINEERING REPORT

December 2009



Prepared by:
O'Malley Engineers, L.L.P.
TBPE No. F-3244
P.O. Box 1976
Brenham, Texas 77834-1976



Existing Condition Assessment

Narrow Roadway and ROW:

- Pavement Width < 20'
- 30' ROW
- Open Ditches/Steep Slopes
- Short Culvert
- Sedimentation Build-up in Driveway & Cross Culverts

Limited Water and Sewer Service

Gas Line Location

Private Utilities

Proposed Alternatives

Roadway Widening

- One Side Widening vs. Widening On Both Sides

Pavement Material

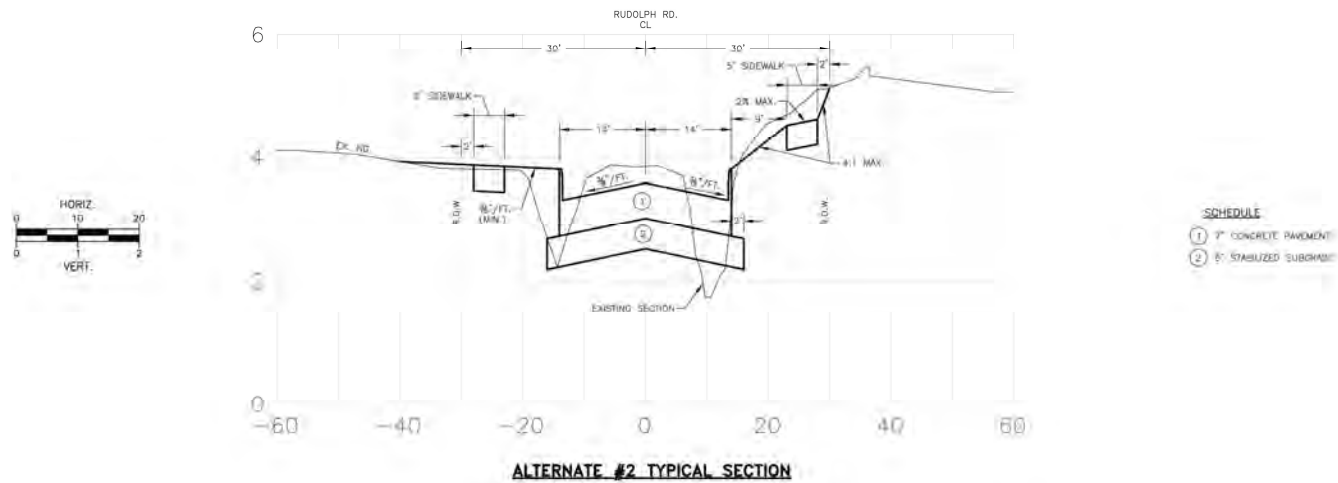
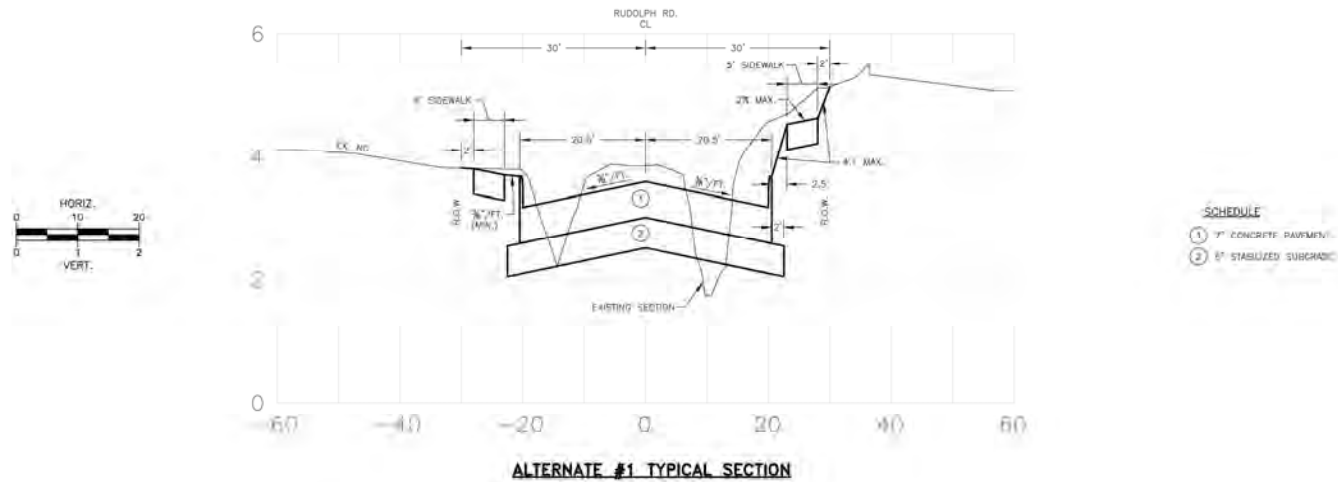
- Concrete vs. Hot Mix

Rigid Pavement – 7” Concrete

Flexible Pavement – 7” HMA or 4” HMA & 8” Base

Roadway Section

- Alternate #1 - 41’ B-B Pavement Section
- Alternate #2 - 28’ B-B Pavement Section With 41’ Section At Intersections



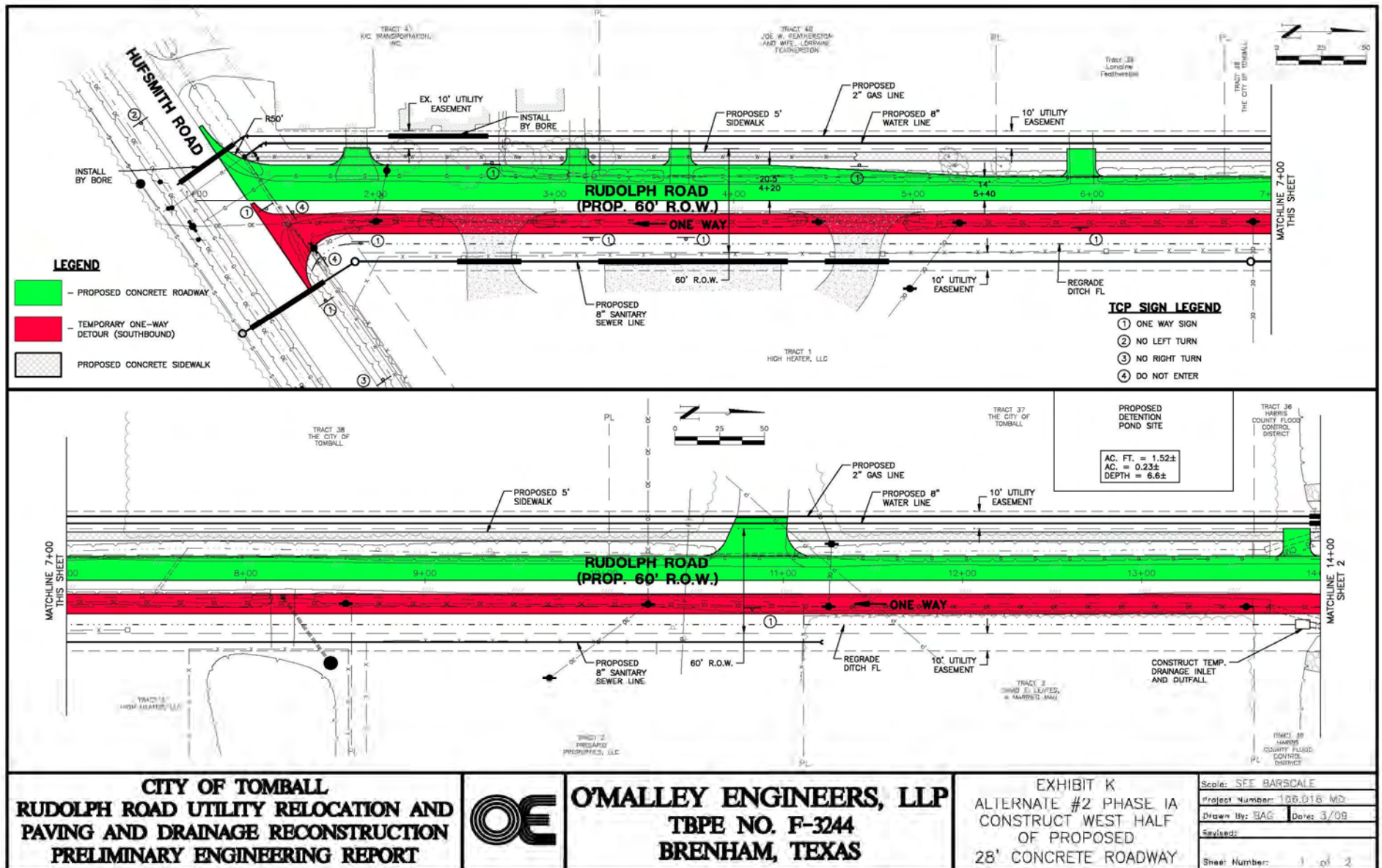
**CITY OF TOMBALL
RUDOLPH ROAD UTILITY RELOCATION AND
PAVING AND DRAINAGE RECONSTRUCTION
PRELIMINARY ENGINEERING REPORT**

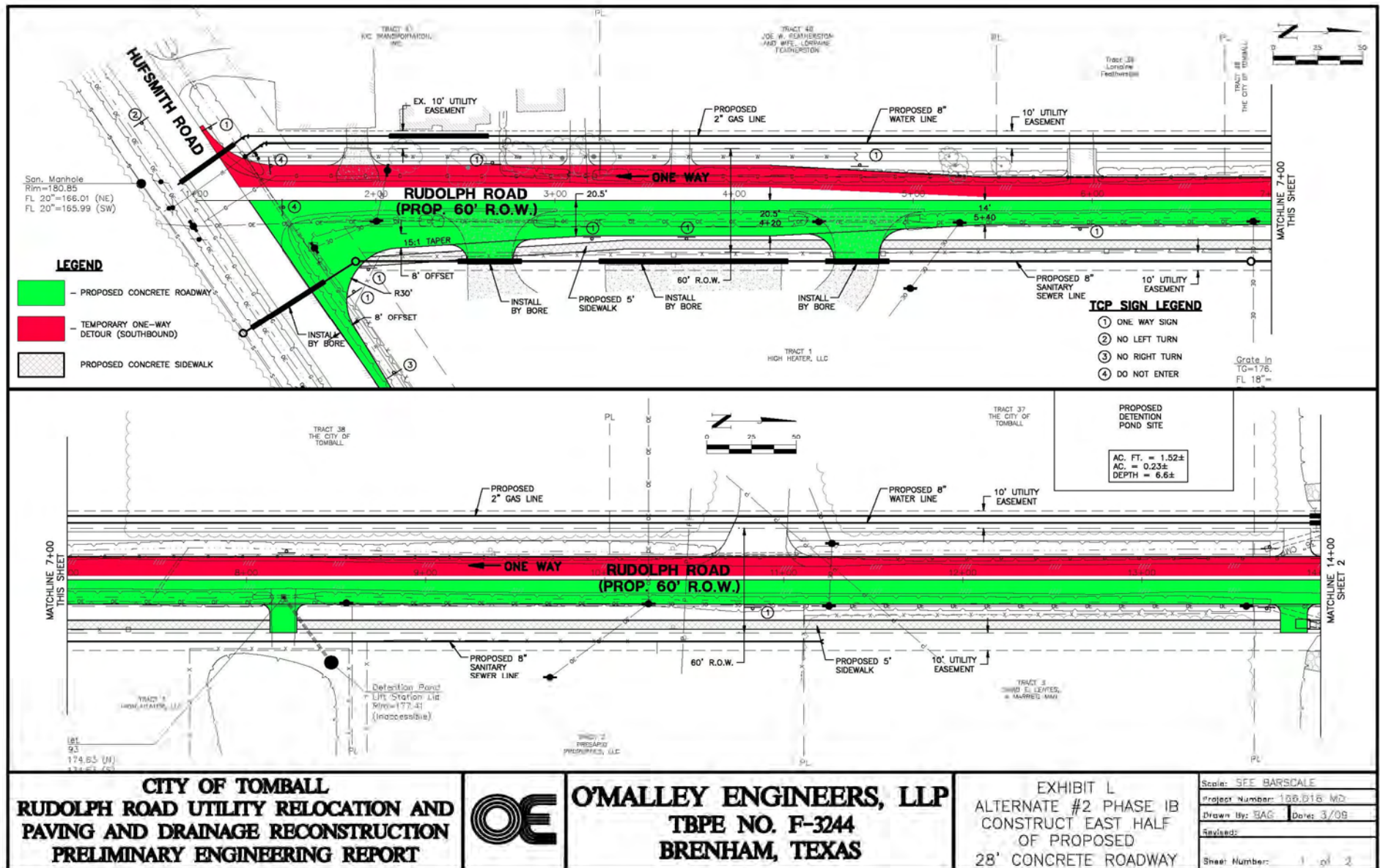


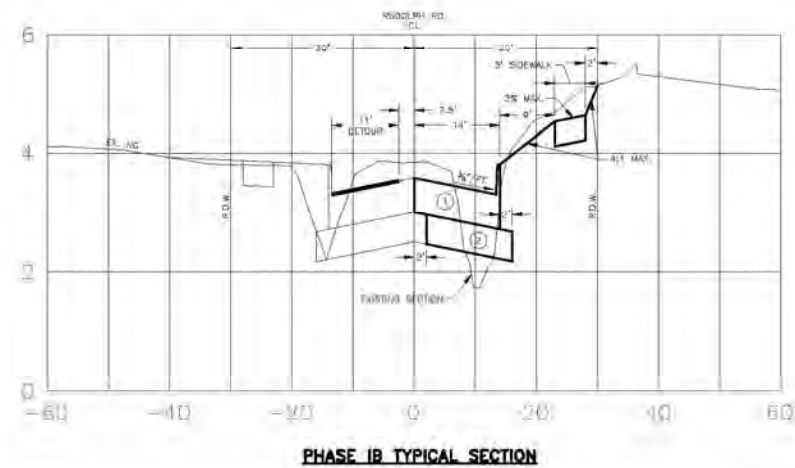
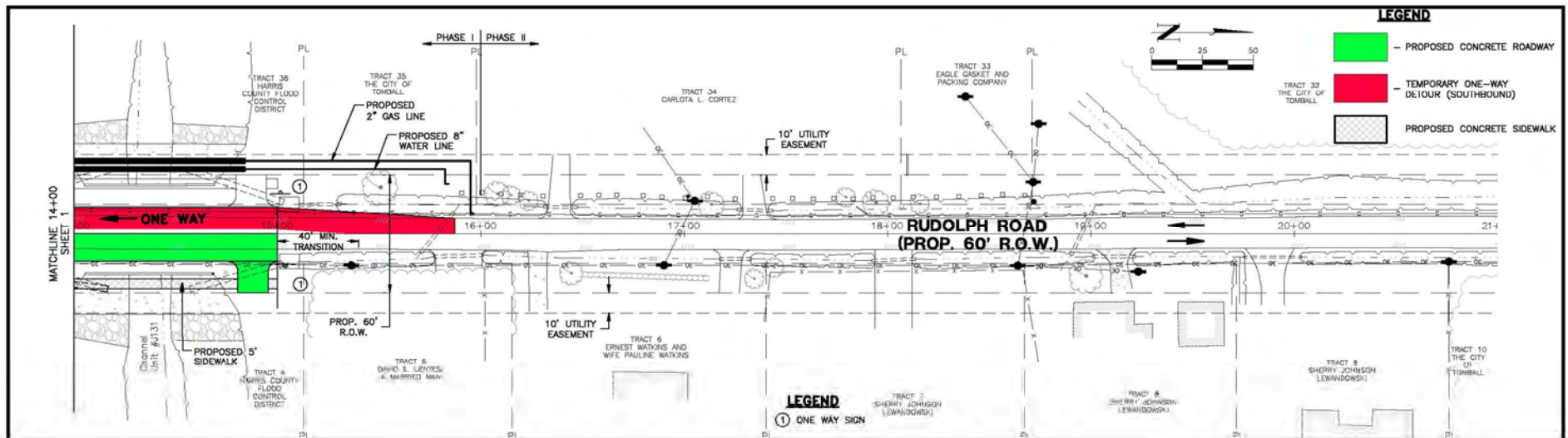
**O'MALLEY ENGINEERS, LLP
TBPE NO. F-3244
BRENNHAM, TEXAS**

**ROADWAY TYPICAL
SECTION ALTERNATIVES**

Scale: SEE BARSCALE
Project Number: 166,018 MD
Drawn By: BAG Date: 1/10
Revised:
Sheet Number: 1 of 1







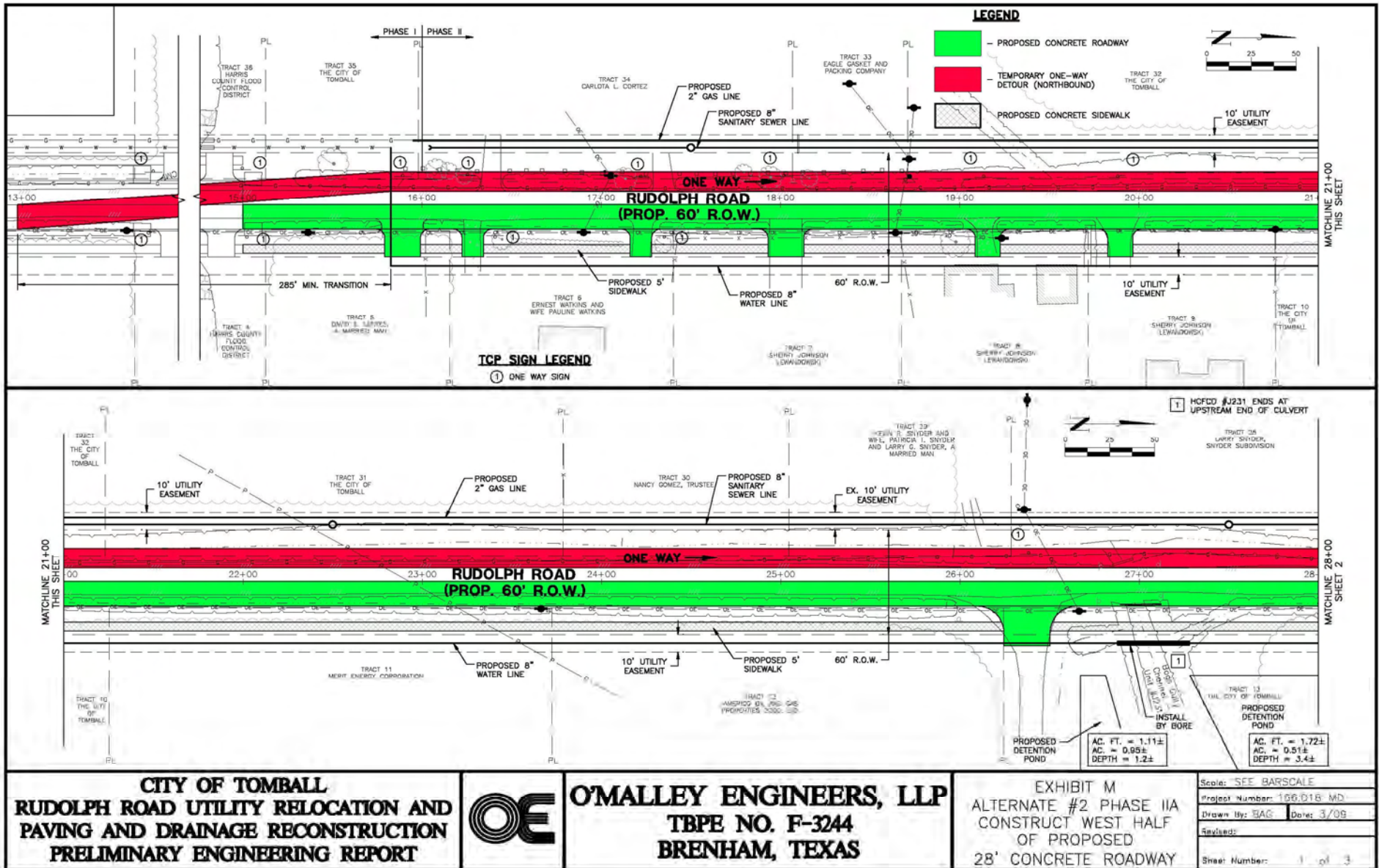
CITY OF TOMBALL
RUDOLPH ROAD UTILITY RELOCATION AND
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PRELIMINARY ENGINEERING REPORT

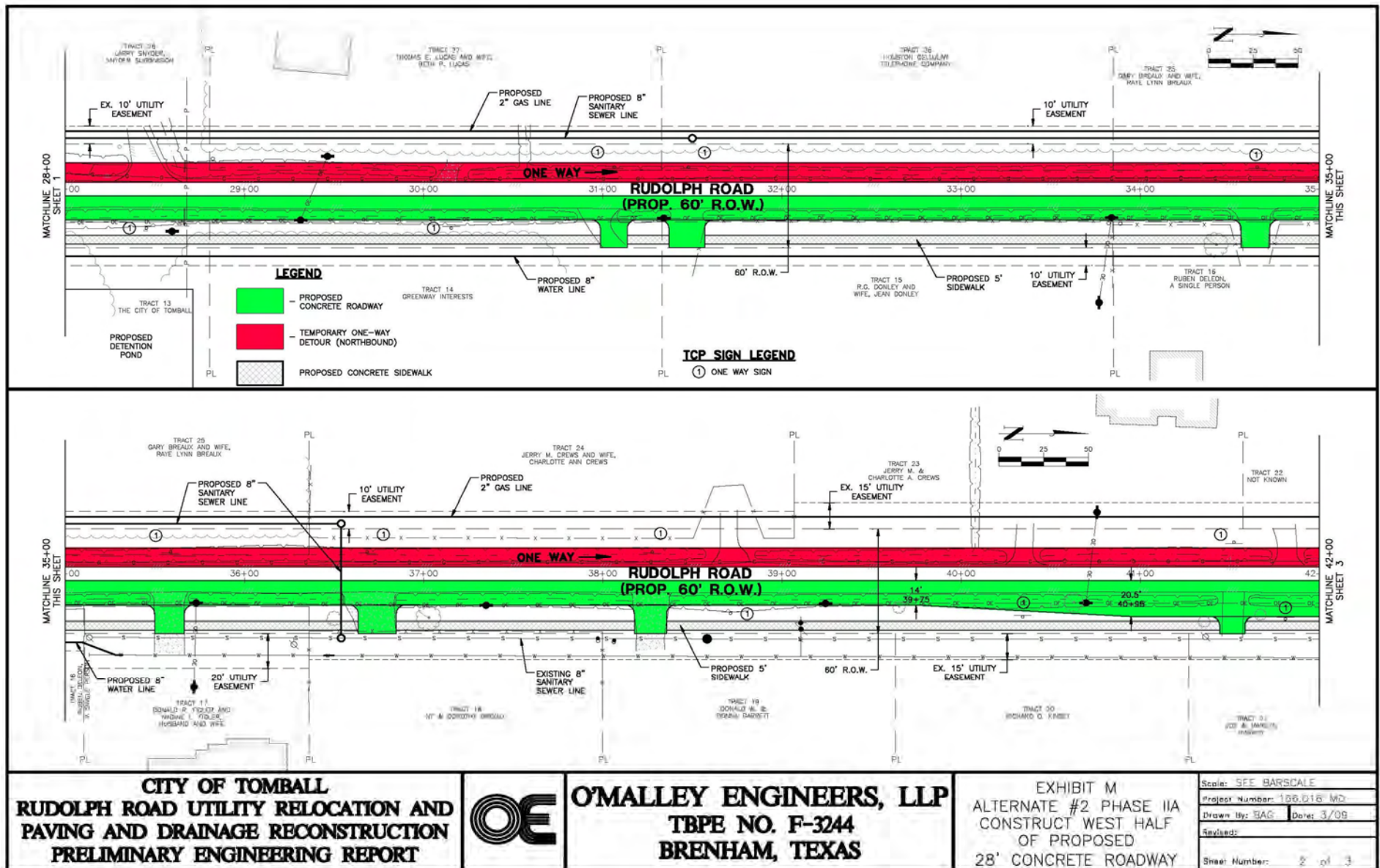


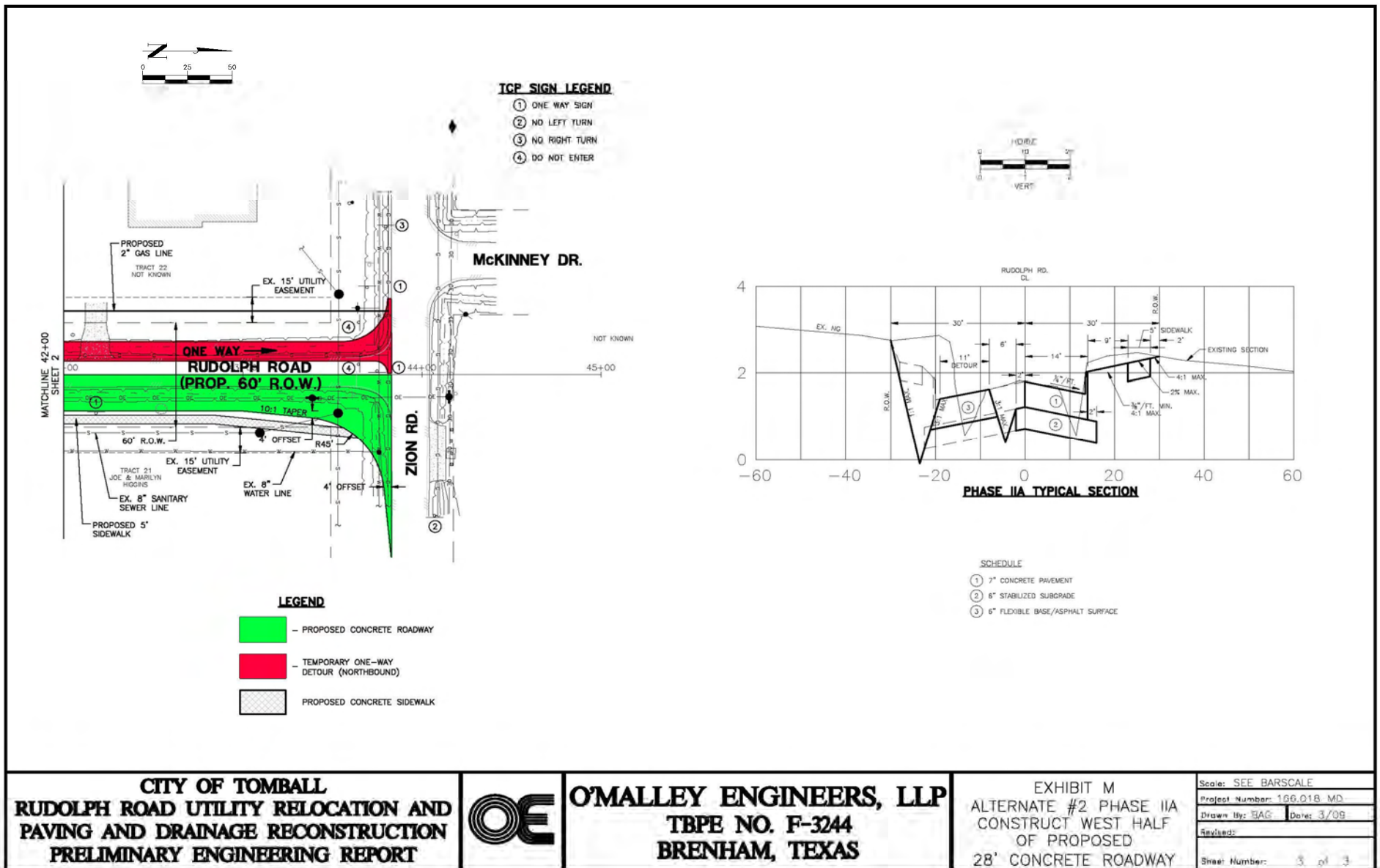
O'MALLEY ENGINEERS, LLP
TBPE NO. F-3244
BRENHAM, TEXAS

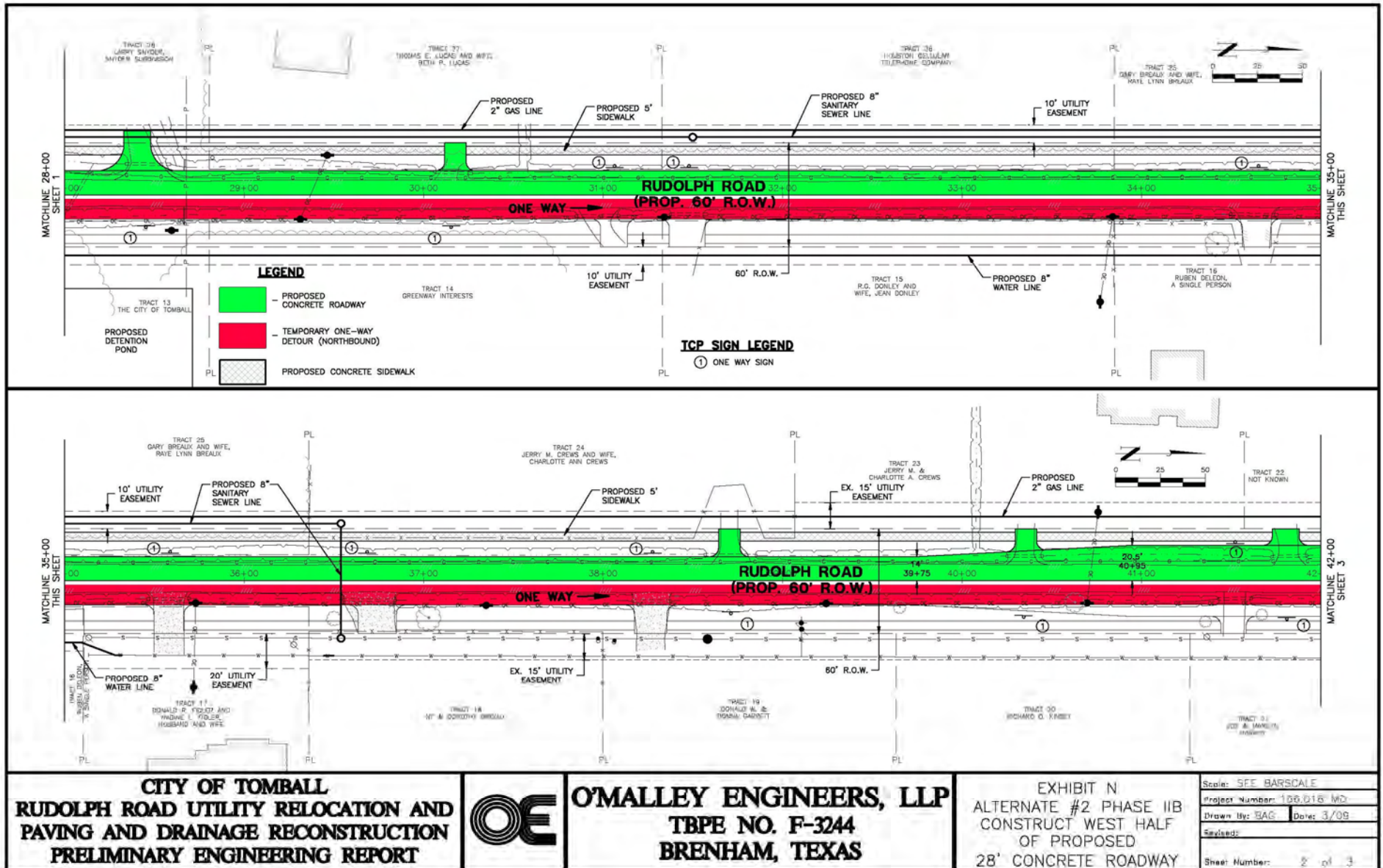
EXHIBIT L
ALTERNATE #2 PHASE 1B
CONSTRUCT EAST HALF
OF PROPOSED
28' CONCRETE ROADWAY

Scale: SEE BARS/SCALE
Project Number: 1005.016 MO
Drawn By: BAC Date: 3/08
Revised:
Sheet Number: 2 of 2





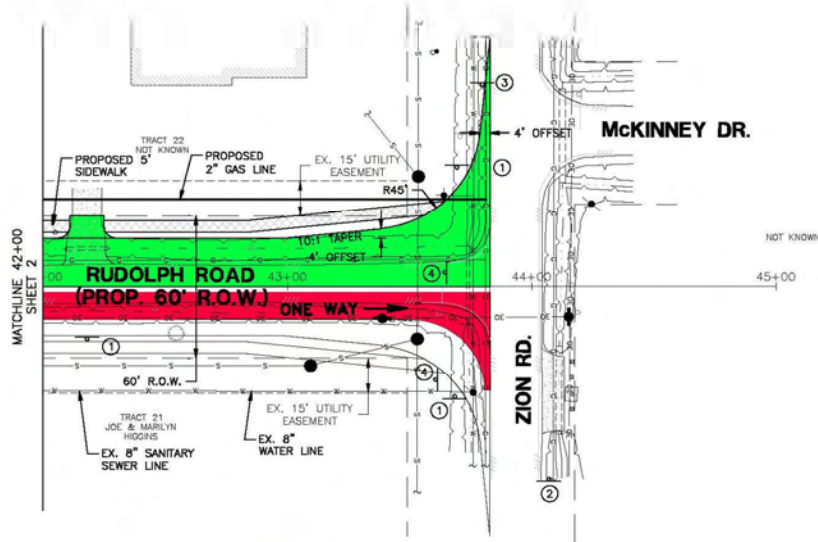






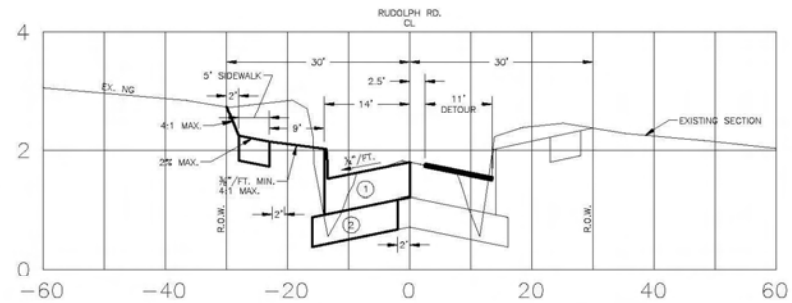
TCP SIGN LEGEND

- ① ONE WAY SIGN
- ② NO LEFT TURN
- ③ NO RIGHT TURN
- ④ DO NOT ENTER



LEGEND

- PROPOSED CONCRETE ROADWAY
- TEMPORARY ONE-WAY DETOUR (NORTHBOUND)
- PROPOSED CONCRETE SIDEWALK



PHASE IIB TYPICAL SECTION

SCHEDULE

- ① 7" CONCRETE PAVEMENT
- ② 8" STABILIZED SUBGRADE

CITY OF TOMBALL
RUDOLPH ROAD UTILITY RELOCATION AND
PAVING AND DRAINAGE RECONSTRUCTION
PRELIMINARY ENGINEERING REPORT



O'MALLEY ENGINEERS, LLP
TBPE NO. F-3244
BRENHAM, TEXAS

EXHIBIT N
ALTERNATE #2 PHASE IIB
CONSTRUCT WEST HALF
OF PROPOSED
28' CONCRETE ROADWAY

Scale: SEE SCHEDULE	
Project Number: TDB-018-MD	
Drawn By: BAG	Date: 3/09
Revised:	
Sheet Number: 3	of 3

Proposed Construction Cost

Phase I

From Hufsmith Road to North Side of HCFCD Channel Unit #J131

- Alternate I – 41' B-B Concrete Pavement Section
 - Probable Construction Cost = \$1,747,000
- Alternate II – 28' B-B Concrete Pavement Section With 41' B-B Section At Hufsmith Intersection
 - Probable Construction Cost = \$1,646,000

NOTE: No land acquisition costs included in the above probable construction cost.

Proposed Construction Cost

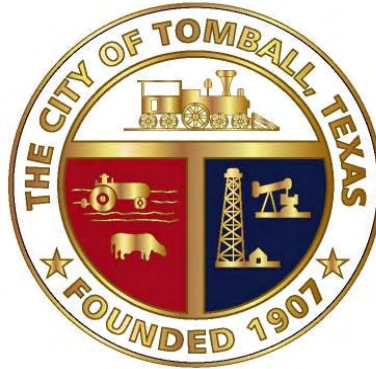
Phase II

From North Side of HCFCD Channel Unit #J131 to Zion Road

- Alternate I – 41' B-B Concrete Pavement Section
 - Probable Construction Cost = \$3,018,000
- Alternate II – 28' B-B Concrete Pavement Section With 41' B-B Section At Zion Intersection
 - Probable Construction Cost = \$2,774,000

NOTE: No land acquisition costs included in the above probable construction cost.

City of Tomball



Questions and Discussion

O'Malley Engineers, L.L.P. truly appreciates the City of Tomball selecting our firm to provide professional engineering services on this project!

CITY OF TOMBALL
RUDOLPH ROAD AND UTILITIES EXTENSION
PRELIMINARY ENGINEERING REPORT
OE JOB NO. 166.018-MD

PHASE I - ALTERNATE #2 - 28-FOOT CONCRETE PAVEMENT SECTION
(INCLUDES 41-FOOT SECTION AT HUFSMITH INTERSECTION)

FROM HUFSMITH ROAD TO NORTH SIDE OF HCFCD CHANNEL UNIT #J131

PROBABLE CONSTRUCTION COST

Description	Probable Cost
ROADWAY AND DRAINAGE ITEMS	
Roadway excavation and embankment, includes earthwork for construction detour	\$64,000.00
Detention pond and outfall structure	\$40,000.00
Construction detour - 8-inches of flexible base, prime coat, and seal coat	\$43,500.00
Roadway subgrade stabilization - 6-inches with 6 percent lime by weight	\$51,300.00
Roadway concrete pavement - 7-inches with 6-inch curb	\$285,500.00
Driveway concrete pavement - 6-inches	\$25,800.00
Double 10' x 9' concrete box culvert - remove existing headwalls, extend culvert 6-feet upstream and 10-feet downstream, and construct new headwalls	\$128,000.00
Storm sewer system - 10 curb inlets, 48-inch trunk line, and 24-inch lateral lines	\$252,600.00
Sidewalks - 4 1/2-inch	\$84,150.00
Traffic control - pavement markings, signs, and construction traffic control	\$13,900.00
Seeding and storm water pollution prevention	\$7,900.00
Wetland visual assessment	\$2,600.00
Wetland study	\$12,000.00
Wetland mitigation	\$25,000.00
ROADWAY AND DRAINAGE SUBTOTAL	\$1,036,250.00
UTILITIES	
8-inch water line (open cut)	\$48,000.00
8-inch water line (bore)	\$24,000.00
Water line crossing at HCFCD channel unit #J131	\$25,000.00
Fire hydrants, gate valves and water services	\$26,000.00
8-inch sanitary sewer line (open cut)	\$30,800.00
8-inch sanitary sewer line (bore)	\$18,400.00
Manholes and sanitary sewer services	\$17,500.00
2-inch gas line (open cut)	\$23,000.00
2-inch gas line (bore)	\$16,000.00
Water line crossing at HCFCD channel unit #J131	\$15,000.00
Gas services	\$7,500.00
Duct bank for street lighting	\$45,000.00
Petroleum pipeline relocations / removals	\$160,000.00
UTILITIES SUBTOTAL	\$456,200.00
TOTAL	\$1,492,450.00
Plus Contingencies	\$149,550.00
PROBABLE CONSTRUCTION COST	\$1,642,000.00

CITY OF TOMBALL
RUDOLPH ROAD AND UTILITIES EXTENSION
PRELIMINARY ENGINEERING REPORT
OE JOB NO. 166.018-MD

PHASE II - ALTERNATIVE #2 (OPTION A) - 28-FOOT CONCRETE PAVEMENT SECTION
(INCLUDES 41-FOOT WIDE SECTION AT ZION INTERSECTION)
(EXISTING SANITARY SEWER LINE TO REMAIN)
FROM NORTH SIDE OF HCFCD CHANNEL UNIT #J131 TO ZION ROAD

PROBABLE CONSTRUCTION COST

Description	Probable Cost
ROADWAY AND DRAINAGE ITEMS	
Roadway excavation and embankment, includes earthwork for construction detour	\$132,000.00
Detention pond and outfall structure	\$70,000.00
Construction detour - 8-inches of flexible base, prime coat, and seal coat	\$78,300.00
Roadway subgrade stabilization - 6-inches with 6 percent lime by weight	\$99,000.00
Roadway concrete pavement - 7-inches with 6-inch curb	\$552,500.00
Driveway concrete pavement - 6-inches	\$41,400.00
Double 10' x 9' concrete box culvert - remove existing headwalls, extend culvert 19-feet upstream and 19-feet downstream, and construct new headwalls	\$67,800.00
Storm sewer system - 18 curb inlets, 48-inch trunk line, and 24-inch lateral lines	\$467,200.00
Sidewalks - 4 1/2-inch	\$176,000.00
Traffic control - pavement markings, signs, and construction traffic control	\$25,400.00
Seeding and storm water pollution prevention	\$16,450.00
ROADWAY AND DRAINAGE SUBTOTAL	\$1,726,050.00
UTILITIES	
8-inch water line (open cut)	\$58,400.00
8-inch water line (bore)	\$51,200.00
Fire hydrants, gate valves and water services	\$68,000.00
8-inch sanitary sewer line (open cut)	\$40,000.00
8-inch sanitary sewer line (bore)	\$80,000.00
Manholes and sanitary sewer services	\$30,000.00
2-inch gas line (open cut)	\$36,000.00
2-inch gas line (bore)	\$40,000.00
Gas services	\$30,000.00
Duct bank for street lighting	\$84,000.00
Petroleum pipeline relocations / removals	\$270,000.00
UTILITIES SUBTOTAL	\$787,600.00
TOTAL	\$2,513,650.00
Plus Contingencies	\$252,350.00
PROBABLE CONSTRUCTION COST	\$2,766,000.00

Regular City Council

Agenda Item

Meeting Date: February 1, 2010

Data Sheet

Topic:

Discussion regarding Limitations on Total Contributions by Individuals to Candidates for Municipal Office and Possible Action to Direct the Interim City Manager to prepare an Ordinance to Amend Chapter 25, Section 25-2, "Limitation on Total Contributions by Individual"

Background:

This item has been placed on the agenda at the requests of Councilmembers Stoll and Townsend for discussion and possible action. In February 2008, Councilmembers considered establishing limits on total campaign contributions by individuals to candidates in City elections, due to a large increase in campaign contributions/expenditures in the 2007 general election.

The members of Council expressed their belief that a position in government is a position of public trust, demanding a high standard of behavior. The Council adopted Ordinance No. 2008-02, limiting limiting political contributions to candidates and officers of the City to \$1,000 in the aggregate (per election) and limiting political contributions for certain measures to \$1,000 in the aggregate (per election) in order to promote integrity, honesty, and ethical conduct in all activities undertaken by the City's officials and to prevent corruption or the appearance of corruption in the conduct of government by the City.

Should Council desire to increase the limitations on political contributions, direction to the Interim City Manager should include the total dollar amount to be established as the limitation for individual contributions to a candidate or political committee per election.

Origination:

Councilmembers Townsend and Stoll

Recommendation:

City Staff makes no recommendation.

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:

Ordinance No. 2008-02

ORDINANCE NO. 2008-02

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, BY ADDING THERETO A NEW CHAPTER 25, "ELECTIONS," ARTICLE I, "POLITICAL CONTRIBUTIONS"; LIMITING POLITICAL CONTRIBUTIONS TO CANDIDATES AND OFFICERS OF THE CITY; LIMITING POLITICAL CONTRIBUTIONS FOR CERTAIN MEASURES; PROVIDING A PENALTY IN AN AMOUNT OF NOT MORE THAN \$500 FOR VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SAVINGS AND SEVERABILITY; PROVIDING FOR PUBLICATION; AND MAKING OTHER PROVISIONS AND FINDINGS RELATED THERETO.

* * * *

WHEREAS, the City Council of the City of Tomball believes that a position in government is a position of public trust that demands a high standard of behavior; and

WHEREAS, the City seeks to promote integrity, honesty, and ethical conduct in all activities undertaken by the City's officials; and

WHEREAS, the City desire to prevent corruption or the appearance of corruption in the conduct of government by the City; and

WHEREAS, the average total contribution to candidates for city elective office in 2006 and 2007 was approximately \$8,250; and

WHEREAS, in 2006 and 2007, approximately five percent of the contributors to a candidate contributed more than \$1,000; 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 Code of Ordinances of the City of Tomball, Texas, is hereby amended by adding thereto a new Chapter 25, "Elections," Article I, "Political Contributions" that shall provide as follows:

“CHAPTER 25

ELECTIONS

Article 1. Political Contributions

Sec. 25-1. Definitions.

“Candidate” means a person who has taken affirmative action, as described by the law regulating political funds and campaigns, for the purpose of gaining election to a municipal office.

“Contribution” means a direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, or a guarantee of a loan or extension of credit, other than a loan made in the due course of business by a corporation that is legally engaged in the business of lending money and that has conducted the business continuously for more than one year before the loan is made.

“Election” means an initial general or special election to select a person for a municipal office, and includes a runoff election, if any, associated therewith.

“Measure” means a question or proposition submitted in a city election for an expression of the voter’s will.

“Political Committee” means a group of persons that has a principle purpose of accepting political contributions or making political expenditures with regard to a measure.

“Political Contribution” means a contribution to a candidate or political committee that is offered or given with the intent that it be used in connection with a campaign for a city elective office or a city measure.

Sec. 25-2. Limitation on total contributions by individual.

(a) It shall be unlawful for any person to make a political contribution to a candidate that in the aggregate exceeds \$1,000 per election.

(b) It shall be unlawful for any person to make a political contribution to a political committee that in the aggregate exceeds \$1,000 per election.

(c) No candidate for Mayor or City Council, or any member of his or her campaign committee, shall accept a campaign contribution in excess of \$1,000 per election from any person, except the candidate.

(d) No political committee shall accept a campaign contribution in excess of \$1,000 per election from any person.

Sec. 25-3. Contribution limits indexed.

The amount of the contribution limit shall be modified each year with the adoption of the City Budget to increase or decrease in accordance with the most recently published federal government, Bureau of Labor Statistics Indicator, Consumer Price Index (CPI-W U.S. City Averages) U.S. City Average.

Sec. 25-4. Contributions by minors.

Any contribution from a minor child shall be deemed a contribution from the child's parent(s) and/or legal guardian(s).

Sec. 25-5. No contributions at City Hall.

It shall be unlawful for any person to deliver a contribution to a candidate at the City Hall. It is a defense to prosecution that the delivery was made by the United States Postal Service or other commercial delivery service or common carrier.

Sec. 25-6. Exceptions and other defenses.

Nothing in this article applies to the solicitation, acceptance, or use of contributions for:

(1) defending a pending criminal action or prosecuting or defending a pending civil action brought by or against a person in the person's status as a candidate or officeholder; or

(2) participating in an election contest or participating in a civil action to determine a person's eligibility."

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

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

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

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

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 4TH DAY OF FEBRUARY 2008.

COUNCILMAN QUINN	<u>AYE</u>
COUNCILMAN LAZENBY	<u>AYE</u>
COUNCILMAN WEBB	<u>NAY</u>
COUNCILMAN HARVEY	<u>AYE</u>
COUNCILMAN DRIVER	<u>AYE</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 18TH DAY OF FEBRUARY 2008.

COUNCILMAN QUINN	<u>AYE</u>
COUNCILMAN LAZENBY	<u>AYE</u>
COUNCILMAN WEBB	<u>NAY</u>
COUNCILMAN HARVEY	<u>AYE</u>
COUNCILMAN DRIVER	<u>AYE</u>

(signed) Gretchen Fagan
Gretchen Fagan, Mayor

ATTEST:

(signed) Doris Speer
Doris Speer, City Secretary

Regular City Council Agenda Item Data Sheet

Meeting Date: February 1, 2010

Topic:

Discussion regarding Solicitations made by City Representatives to Area Businesses and Organizations and Possible Action to Provide Direction to the Interim City Manager

Background:

At the January 18, 2010 City Council meeting, Councilmember Townsend made a request to have this item added to a future agenda. The request was seconded by Councilmember Webb.

Origination:

City Council

Recommendation:**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	