

Control Number: 48465



Item Number: 1

Addendum StartPage: 0

48465

PUC DOCKET NO. _____

**PETITION BY AQUA TEXAS, INC. AND
CITY OF TOMBALL, TEXAS, FOR
APPROVAL AND ENFORCEMENT OF
CONTRACT DESIGNATING
CERTIFICATE OF CONVENIENCE
AND NECESSITY (CCN) SERVICE
AREAS UNDER TEXAS WATER CODE
§13.248 IN HARRIS COUNTY**

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BEFORE THE PUBLIC UTILITY COMMISSION OF TEXAS

COMMISSION OF TEXAS

**AQUA TEXAS, INC. AND CITY OF TOMBALL, TEXAS PETITION
UNDER TEXAS WATER CODE §13.248**

TO THE HONORABLE ADMINISTRATIVE LAW JUDGE:

COME NOW, Aqua Texas, Inc. d/b/a Aqua Texas ("Aqua") and City of Tomball, Texas ("City") (collectively, "Applicants") and hereby file this Petition for Approval and Enforcement of Contract Designating Certificate of Convenience and Necessity ("CCN") Service Areas under Texas Water Code ("TWC") §13.248 and 16 Texas Administrative Code ("TAC") § 24.117 ("Petition" or "Application"). The relief requested affects a portion of Aqua's water CCN No. 13203 and sewer CCN No. 21065 and also affects a portion of the City's water CCN No. 13257 and sewer CCN No. 21103 located in Harris County, Texas. In support thereof, Applicants would show the following.

I. PURPOSE OF THE PETITION

Applicants file this Petition primarily to seek Commission action to approve and enforce a contract expressing the Applicants' agreement to transfer portions of Aqua's water CCN No. 13203 and sewer CCN No. 21065 service areas to the City's adjacent existing water CCN No. 13257 and sewer CCN No. 21103 service areas. The Applicants' agreement designates areas to be served by each. The specific transfer areas and terms of the agreement are more specifically set forth in the "CCN Transfer Agreement between Aqua Texas, Inc. and the City of Tomball, Texas" included as

Exhibit A (the “Contract”).¹ No Aqua facilities or customers are currently located in the area proposed for transfer.

II. REQUEST FOR TRANSFER/DECERTIFICATION

Pursuant to 16 TAC §24.117, implementing TWC §13.248, Applicants hereby provide the following information in furtherance of Commission approval for the CCN service area designations contemplated by this Petition:

1. Maps of the requested areas and accompanying information included as **Exhibit B**, prepared in accordance with 16 TAC §24.119(a) and reflecting Aqua’s certificated service areas which correspond to those designated agreed for transfer in the executed contract included as **Exhibit A**.²
2. A copy of the executed Contract, the entirety of which is included as **Exhibit A**.³
3. The number of customers to be transferred is: 0.⁴
4. The information described in 16 TAC §24.117(c)(2)-(3) pertaining to public notice which has been accomplished through the City’s November 20, 2017 council meeting at which the Contract was approved as permitted by 16 TAC §24.117(c)(2).⁵ **Exhibit C**.

The Commission has no standardized application form for the relief sought in this Petition and, thus, Applicants are relying on 16 TAC §24.117 for the contents of this Petition. However, that rule states that “any other information required by the commission” should be submitted.⁶ Applicants respectfully request that the Commission inform Applicants if any other information is required. The undersigned will be the point of contact for this Petition and Tomball has authorized this filing in the Contract.

¹ All exhibits are hereafter attached and incorporated by reference.

² 16 TAC §24.117(b)(1).

³ 16 TAC §24.117(b)(2).

⁴ 16 TAC §24.117(b)(3).

⁵ 16 TAC §24.117(b)(4) and (c)(2)-(3).

⁶ 16 TAC §24.117(b)(5).

III. REQUEST FOR INFORMAL DISPOSITION

Pursuant to 16 TAC 22.35, Applicants request informal disposition processing for this Application without a hearing as all requirements for same are met in this matter.⁷ 16 TAC §24.117 does not impose any additional notice requirements for this application beyond that already accomplished under 16 TAC §24.117(c)(2) through the City's council meeting held over 15 days ago because no customer transfers are contemplated.⁸ Further, if the Application is approved, the decision will not be adverse to any party other than Commission Staff.⁹ Thus, a hearing should not be required and informal disposition is appropriate.¹⁰

IV. CONCLUSION

Aqua Texas, Inc. d/b/a Aqua Texas and City of Tomball, Texas, respectfully request the Commission process this Petition under TWC §13.248 and 16 TAC §24.117 with respect to the agreed upon CCN transfer described herein and approve the CCN designations contemplated by the Contract. If for any reason the Commission finds the information submitted with this Petition is insufficient for Application acceptance, Applicants respectfully request that they be notified immediately and provided an opportunity to cure any deficiencies identified.

⁷ 16 TAC §§22.35(a)(1)-(3).

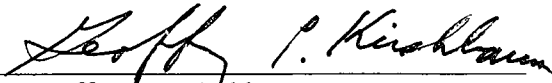
⁸ 16 TAC §§22.35(a)(1) and 24.117(c)(2).

⁹ 16 TAC §§22.35(a)(2).

¹⁰ 16 TAC §§22.35(a)(3).

Respectfully submitted,

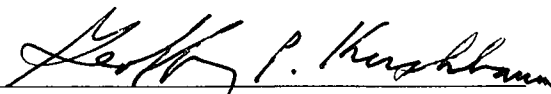
TERRILL & WALDROP

By: 
Geoffrey P. Kirshbaum
State Bar No. 24029665
810 West 10th Street
Austin, Texas 78701
Tel: (512) 474-9100
Fax: (512) 474-9888
gkirshbaum@terrillwaldrop.com

**ATTORNEYS FOR AQUA TEXAS, INC. D/B/A
AQUA TEXAS**

CERTIFICATE OF SERVICE

I certify that a copy of this document will be served on all parties of record on June 14, 2018 in accordance with P.U.C. Procedural Rule 22.74.


Geoffrey P. Kirshbaum

**CCN TRANSFER AGREEMENT
BETWEEN AQUA TEXAS, INC. AND THE CITY OF TOMBALL, TEXAS**

This CCN Transfer Agreement ("Transfer Agreement") is made by and between Aqua Texas, Inc. ("Aqua Texas") and the City of Tomball, Texas, a home rule municipal corporation located in Harris County, Texas ("Tomball"), collectively referred to as the "Parties."

WHEREAS, on October 11, 2016, the Public Utility Commission of Texas ("PUC") approved an application filed by Aqua Texas on March 13, 2015 (PUC Docket No. 44534) adding 617 acres to water CCN No. 13203 and 621 acres to sewer CCN No. 21065 (such amendments being the "2016 Willow Creek CCN Amendments"); boundary descriptions and maps for the 2016 Willow Creek CCN Amendments are attached as Attachment 1 and incorporated herein for all purposes.

WHEREAS, on October 17 and 20, 2014, Harris County acquired title to the parcels of land described by metes and bounds in Attachment 2 (hereafter "Tract A") and Attachment 3 (hereafter "Tract B"), said Tract A and Tract B both being located within the 2016 Willow Creek CCN Amendments.

WHEREAS, on April 11, 2017, Harris County Commissioners Court issued an order that Harris County was to petition the PUC for release of Tract A and Tract B from CCN Nos. 13203 and 21065 pursuant to Texas Water Code § 13.254 and 16 Tex. Admin. Code § 24.113; however, no such petition was filed.

WHEREAS, on October 11, 2017, the PUC approved an application Tomball filed on September 1, 2016 (PUC Docket No. 46336) to grant Tomball water CCN No. 13257 and sewer CCN No. 21103 (the "Tomball CCNs").

WHEREAS, on November 14, 2017, Harris County and Aqua Texas entered into that certain Settlement Agreement and Release of Harris County Property from Water Certificate of Convenience and Necessity (CCN) No. 13202 and Sewer CCN No. 21065 Held by Aqua Texas, Inc. ("Settlement Agreement"), which provided that Aqua Texas could transfer Tract A and Tract B from its CCN to the Tomball CCNs pursuant to Texas Water Code § 13.248 and 16 Tex. Admin. Code § 24.117.

WHEREAS, this Transfer Agreement is intended to effectuate and implement the transfer described in the Settlement Agreement.

WHEREAS, pursuant to Texas Water Code Section 13.248 and 16 Tex. Admin. Code § 24.117, Aqua Texas agrees to transfer Tract A and Tract B from Aqua Texas' CCNs to Tomball's CCNs; and Tomball agrees to accept the transfer of such CCNs and to provide water and sewer service to Tract A and Tract B.

Acknowledgements and Representations

1. The Parties acknowledge that they have read and understand the purpose and effect of this Transfer Agreement. The Parties further acknowledge that good and valuable consideration supports this Transfer Agreement, and that it shall not fail for want of consideration. Both Parties state that they have executed this Transfer Agreement of their own free will and accord, for the purposes and considerations set forth herein.
2. The Parties represent and warrant that they have the benefit of legal counsel of their own choosing in connection with the negotiation, preparation and execution of this Transfer Agreement.
3. The Parties represent and warrant that they have the full right and authority to execute this Transfer Agreement.

Agreement

4. Aqua Texas agrees to transfer Tract A and Tract B from Aqua Texas water CCN No. 13203 and Aqua Texas sewer CCN No. 21065 to Tomball water CCN No. 13257 and Tomball sewer CCN No. 21103 pursuant to the provisions of Texas Water Code Section 13.248 and 16 Tex. Admin. Code § 24.117.
5. Within 30 days of execution of this Transfer Agreement, Aqua Texas shall prepare, file and prosecute, at Aqua Texas' expense, an application pursuant to Texas Water Code Section 13.248 and 16 Tex. Admin. Code § 24.117 with the PUC to have Tract A and Tract B transferred from Aqua Texas' CCNs to Tomball's CCNs ("13.248 Transfer Application"). Tomball shall support the 13.248 Transfer Application, and will reasonably assist with the 13.248 Transfer Application to include the Tract A and Tract B within Tomball's CCNs. The Parties acknowledge

that, pursuant to the terms and provisions of the Settlement Agreement, Harris County will reimburse Aqua Texas for the legal and mapping expenses associated with the Transfer Application.

6. Aqua Texas agrees that while the 13.248 Transfer Application is pending before the PUC, Tomball may provide retail water and sewer service to Tract A and Tract B.

7. Aqua Texas further agrees to transfer, any property that Harris County hereafter acquires in fee simple interest that is within the boundary of the 2016 Willow Creek CCN Amendments, from Aqua Texas water CCN No. 13203 and Aqua Texas sewer CCN No. 21065, to Tomball water CCN No. 13257 and Tomball sewer CCN No. 21103. The Parties acknowledge and agree that water CCN No. 13203 and sewer CCN No. 21065 encompass properties located throughout Harris County and beyond, and expressly acknowledge and agree that this Transfer Agreement applies only to Harris County owned property located in the 2016 Willow Creek CCN Amendments.

8. In the event Harris County for any reason whatsoever fails to make the payments to Aqua Texas described in and required by the Settlement Agreement, and such payment remains unpaid for more than ninety days beyond the required date, Tomball agrees that Aqua Texas shall be entitled to transfer Tract A, Tract B and any other land transferred pursuant to this Transfer Agreement back to Aqua Texas' CCNs through a PUC transfer application filed pursuant to Texas Water Code Section 13.248 and 16 Tex. Admin. Code § 24.117 ("Return Transfer").

9. If Aqua Texas desires a Return Transfer following non-payment by Harris County as described herein, Aqua Texas shall prepare, file and prosecute, at Aqua Texas' expense, an application pursuant to Texas Water Code Section 13.248 and 16 Tex. Admin. Code § 24.117 with the PUC to have Tract A, Tract B and any other land transferred pursuant to this Transfer Agreement, returned and transferred from Tomball's CCNs back to Aqua Texas' CCNs. Tomball agrees to support such Return Transfer, and not object or otherwise attempt to defeat such Return Transfer.

Miscellaneous

10. This Transfer Agreement shall be effective upon the Execution Date.

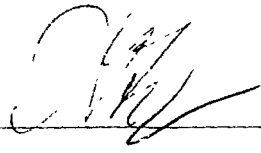
11. This Transfer Agreement contains the entire understanding between the Parties regarding the transactions described herein and supersedes any prior understandings and agreements, whether written or oral, regarding the subject matter of this Transfer Agreement.
12. This Transfer Agreement may only be amended by written instrument signed and executed on behalf of Tomball and Aqua Texas.
13. This Transfer Agreement shall be binding upon and inure to the benefit of both Parties hereto and their affiliates, successors and assigns.
14. This Transfer Agreement may be executed in identical counterparts, each of which shall be deemed an original for all purposes. The Parties agree that a faxed copy of a signature page shall be treated as an original for all purposes.
15. The "Execution Date" of this Transfer Agreement shall be deemed to be the latter of the two dates the Transfer Agreement is signed.
16. In the event that any provision, clause, or part of this Transfer Agreement is held to be invalid, void, voidable, illegal and/or unenforceable by a court of law, any such ruling shall not affect the validity, enforceability and binding effect of the other provisions, clauses and portions of this Transfer Agreement. Any provision declared invalid, void, voidable, illegal and/or unenforceable shall be severable from the remainder of this Transfer Agreement.
17. Any lawsuit to enforce, interpret, or construe this Transfer Agreement or any term or provision contained herein shall be filed in the State District Court of Harris County, Texas.
18. In the event Aqua Texas fails to comply with Paragraphs 4-7, Tomball shall be entitled to specific performance of the contractual obligations set forth therein and all reasonable and necessary attorney fees and costs associated with its pursuit of that remedy. In the event Tomball fails to comply with Paragraph 8-9, Aqua Texas shall be entitled to specific performance of the contractual obligations set forth therein and all reasonable and necessary attorney fees and costs associated with its pursuit of that remedy.
19. Aqua Texas and Tomball agree that this written Transfer Agreement involves contractual rights and obligations to be performed in Texas and falls within the scope of the Texas Uniform Declaratory Judgment Act, Tex. Civ. Prac. & Rem. Code Ann. § 37.001 *et seq.*

IN WITNESS WHEREOF, the Parties have executed this Transfer Agreement and each of the undersigned personally represent and warrant that they have the full right, power and authority to execute this Transfer Agreement on behalf of the respective parties. Tomball executes this Transfer Agreement by and through the Mayor acting pursuant to Order of the City Council of the City of Tomball, so authorizing.

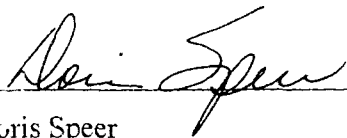
Signatures appear on succeeding pages.

APPROVED AS TO FORM:

City of Tomball

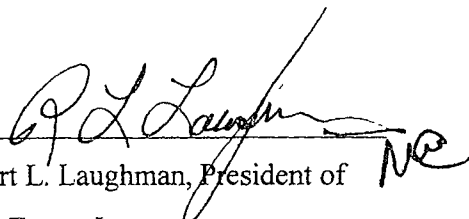
By: 
Gretchen Fagan
Mayor

ATTEST:


Doris Speer
City Secretary

Date: December 4 2017.

AQUA TEXAS, INC.

By: 
Robert L. Laughman, President of
Aqua Texas, Inc.

Date: October 11 2017.

PUC REQUIRED CCN BOUNDARY DESCRIPTION

Aqua Texas, Inc. – Amendment to Water and Sewer Service Areas
CCN Nos. 13203 and 21065; PUC Docket No. 44534
Amending a Portion of Aqua Texas Inc. CCN Nos. 13203
and 21065 in Harris County

RECEIVED

RP-PHIL104-183062
11/01/2016 - FILING CLERK
PUC COMMISSION

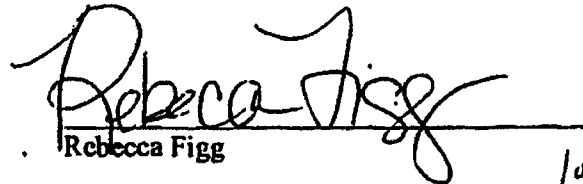
Pursuant to Texas Water Code § 13.257, Aqua Texas, Inc., holder of Certificate of Convenience and Necessity Nos. 13203 and 21065, hereby files this Boundary Description for the portion of its CCN area which was amended by the Commission in PUC Docket No. 44534. The area is located in Harris County, Texas.

In accordance with the aforementioned statute, Aqua Texas, Inc. affirmatively states that the amended portion of its service area in its aforementioned CCNs is as follows:

The area subject to this transaction is located approximately 1.5 miles southwest of downtown Tomball, Texas, and is generally bounded on the north by N. Humble Lake Road; on the east by St. Hwy. 249; on the south by Boudreaux Estates Drive; and on the west by Telge Road.

Aqua Texas' additional service area is depicted in the attached PUC certified map.

The Boundary Description is being filed on behalf of and at the request and instruction of Aqua Texas, Inc., based upon information and belief. Aqua Texas, Inc. specifically authorizes the filing of this Boundary Description to comply with Texas Water Code § 13.257 and its associated rules and regulations.

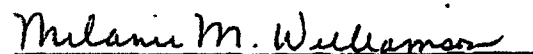

Rebecca Figg

1 on
1 cc SI

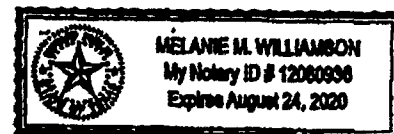
STATE OF TEXAS §
COUNTY OF TRAVIS §

Before me, the undersigned Notary Public, on this day personally appeared Rebecca Figg, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes therein described.

Given under my hand and seal of this office on this day, 10-26-2016.


Notary Public, in and for the State of Texas

After recording, please return to:
Terrill & Waldrop
810 West 10th Street
Austin, Texas 78701

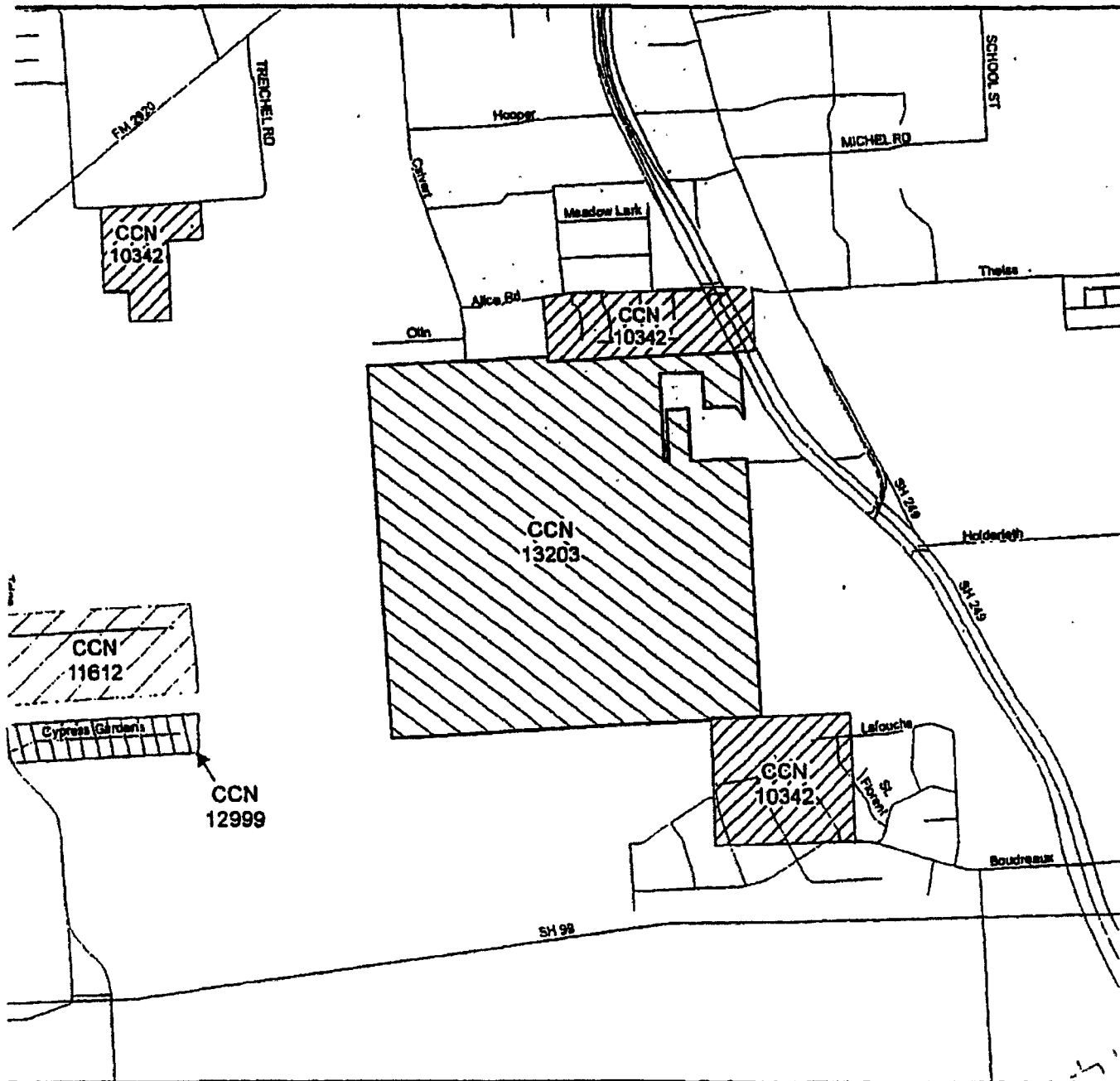


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For *McDivia*
 RE: *10-25-2016*







Aqua Texas, Inc.
 Portion of Water Service Area
 CCN No. 13203
 PUC Docket No. 44534
 Amended CCN No. 13203 in Harris County



Public Utility Commission of Texas
 701 N. Congress Ave
 Austin, TX 78701

Water CCN Service Areas

-  13203 - Aqua Texas Inc
-  10342 - HMW SUD
-  12999 - Cypress Garden Mobile Home Sub
-  11612 - Quadvest LP



Attachment 1

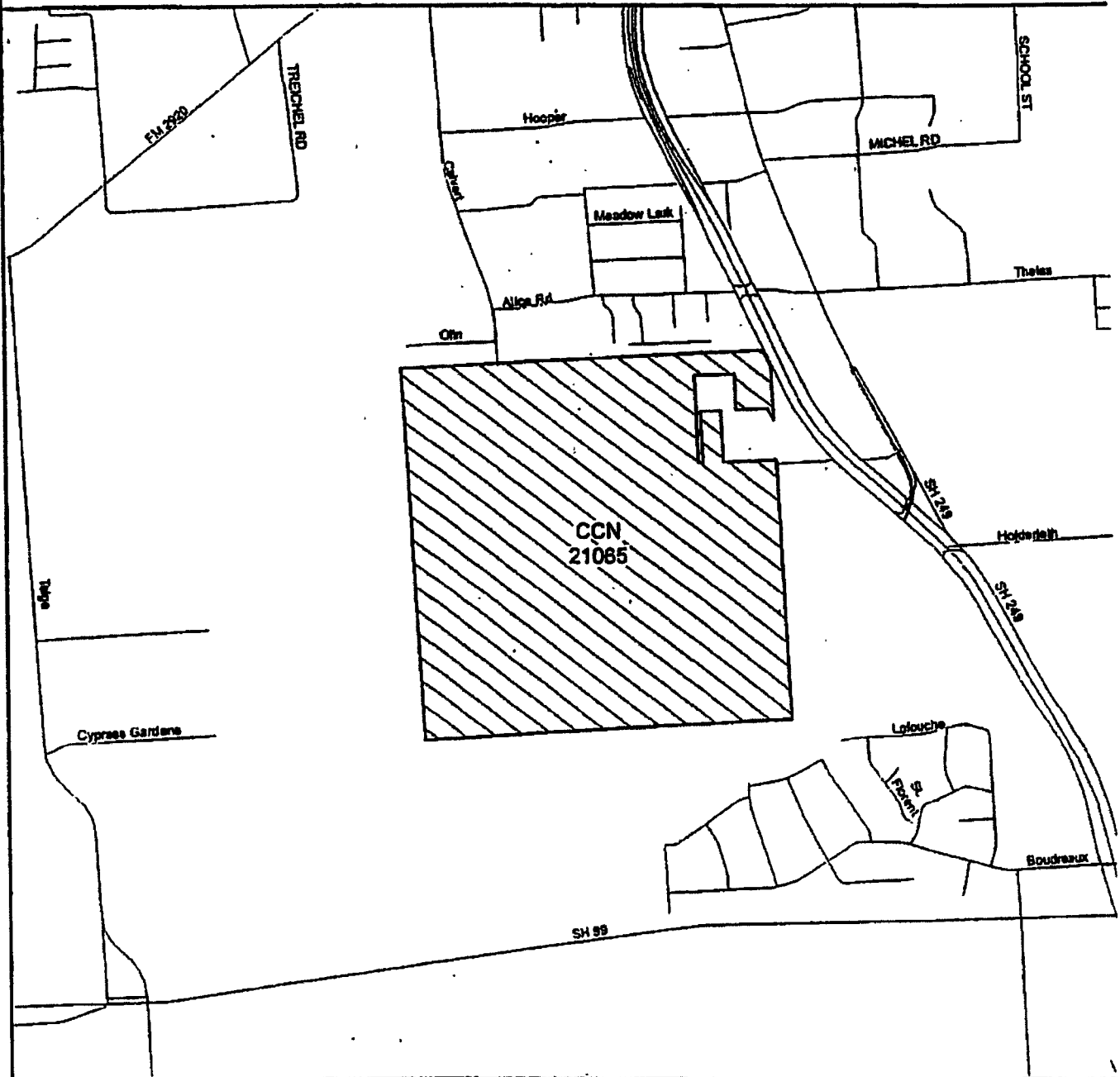
Map by: Kristy Nguyen
 Date created: July 18, 2018
 Project Path: n:\Final Maps\44534AquaTexasCCNAmend.mxd

CERTIFIED TO BE A TRUE AND CORRECT
COPY OF THE ORIGINAL ON FILE WITH THE
PUBLIC UTILITY COMMISSION OF TEXAS
CENTRAL RECORDS DIVISION

BY: *[Signature]*
DATE: 10-25-2016



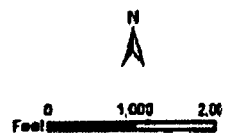
Aqua Texas, Inc.
Portion of Sewer Service Area
CCN No. 21065
PUC Docket No. 44534
Amended CCN No. 21065 in Harris County



Public Utility Commission of Texas
1701 N. Congress Ave
Austin, TX 78701

Sewer CCN Service Area

21065 - Aqua Texas Inc



Attachment 1

Map by: Kristy Nguyen
Date created: July 18, 201
Project Path: n:\Final Maps\44534AquaTexasSewerCCNAmend.mxd

FILED FOR RECORD

8:00:00 AM

Tuesday, November 01, 2016

Stan Stewart

COUNTY CLERK, HARRIS COUNTY, TEXAS

ANY PROVISION HEREIN WHICH RESTRICTS THE SALE RENTAL, OR USE OF THE DESCRIBED REAL PROPERTY BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

THE STATE OF TEXAS
COUNTY OF HARRIS

I hereby certify that this instrument was FILED in File Number Sequence on the date and at the time stamped hereon by me, and was duly RECORDED, in the Official Public Records of Real Property of Harris County Texas

Tuesday, November 01, 2016



Stan Stewart
COUNTY CLERK
HARRIS COUNTY, TEXAS

Attachment 1

Metes and Bounds Description

Being a 75.1111 acre (3,271,841 square feet) tract of land located in the Chauncy Goodrich Survey, Abstract 305, Harris County, Texas, being a portion of a called 606.1394 acre tract of land conveyed to Merenco Realty, Inc. as recorded under the Harris County Clerk's File (H.C.C.F.) No.T693301 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.) and a portion of a called 28.68 acre tract of land conveyed to Merenco Realty, Inc. as recorded under H.C.C.F. No. 20130384778 O.P.R.R.P.H.C.; said 75.1111 acre tract of land being more particularly described by metes and bounds as follows, with the bearings being based on the Texas Coordinate System, South Central Zone 4204, NAD83, derived from GPS observations:

BEGINNING at a 2-inch iron pipe found for the southeast corner of a called 2 acre tract of land conveyed to Ben Everett and wife, Janell M. Otto as recorded under H.C.C.F. No.S282725 O.P.R.R.P.H.C., for the southwest corner of a called 1.0241 acre tract of land conveyed to Jehu Estrada and Yadira Estrada as recorded under H.C.C.F. No.20130211695 O.P.R.R.P.H.C., in the north line of the said 606.1394 acre tract of land, for the southeast corner of the Calvert Subdivision (unrecorded), and for a northwest corner of the herein described tract, from which an 18-inch fence post found for the northwest corner of the said 606.1394 acre tract of land bears South 87°38'17" West, 2,644.11 feet;

THENCE North 87°38'17" East (called South 89°52'17" East), coincident with the north line of the said 606.1394 acre tract of land, 2,516.40 feet to a 5/8-inch iron rod with cap stamped "Harris County" set in the west right-of-way line of State Highway No. 249 (350-foot width H.C.C.F. Nos.X285321, Y393097, & 20130384778 O.P.R.R.P.H.C.), in the north line of the said 606.1394 acre tract of land, for a southeast corner of a called 40.1148 acre tract conveyed to A.B.H. Enterprises, Inc. as recorded under H.C.C.F. No. F417072 O.P.R.R.P.H.C., and for the northeast corner of the herein described tract, from which a found 5/8-inch iron rod bears North 20°59'34" West, 1.25 feet;

THENCE South 26°16'12" East (called South 26°13'13" East), coincident with the west right-of-way line of said State Highway No. 249, 65.63 feet to a 5/8-inch iron rod with cap stamped "Harris County" set in the west right-of-way line of said State Highway No. 249, in the east line of the said 606.1394 acre tract of land, and for a northeast corner of the herein described tract;

THENCE South 87°38'17" West, leaving the said west right-of-way line of the said State Highway No. 249, 449.75 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an interior corner of the herein described tract;

THENCE South 02°12 '39" East, coincident with an east line of the herein described tract, 265.61 feet to a found chain-link fence corner for the northeast corner of a called 7.7884 acre tract of land conveyed to Uretek USA, Inc. as recorded in H.C.C.F. No. U519393 O.P.R.R.P.H.C., for an exterior corner of the herein described tract;

THENCE South 88°53'08" West (called South 89°51'39" West), coincident with the north line of the said 7.7884 acre tract, 574.57 feet (called 574.77 feet) to a found chain-link fence corner for the northwest corner of the said 7.7884 acre tract of land, for an interior corner of the herein described tract;

THENCE South 01°54'18" East (called South 00°54'00" East), coincident with the west line of the said 7.7884 acre tract, 363.97 feet to a found P-K nail for the northeast corner of a called 18.9062 acre tract of land conveyed to Lone Star College System as recorded under H.C.C.F No. 20140138412 O.P.R.R.P.H.C., in the west line of the said 7.7884 acre tract of land, for an exterior corner of the herein described tract;

THENCE South 87°34'22" West (called South 87°34'16" West), coincident with a north line of the said 18.9062 acre tract, 439.20 feet to a found 5/8-inch iron rod with cap stamped "Hovis" for an interior corner of the said 18.9062 acre tract of land, and for an exterior corner of the herein described tract;

THENCE North 05°03'04" West (called North 05°02'46" West), coincident with an east line of the said 18.9062 acre tract, 213.07 feet (called 213.03 feet) to a found 5/8-inch iron rod with cap stamped "Hovis" for an exterior corner of the said 18.9062 acre tract of land, and for an interior corner of the herein described tract;

THENCE South 85°17'49" West (called South 85°18'04" West), coincident with a north line of the said 18.9062 acre tract, 417.30 feet (called 417.36 feet) to a found 5/8-inch iron rod with cap stamped "Hovis" for an exterior corner of the said 18.9062 acre tract of land, and for an interior corner of the herein described tract;

THENCE South 02°21'53" East (called South 02°20'38" East), coincident with a west line of the said 18.9062 acre tract, 487.82 feet (called 487.83 feet) to a found 5/8-inch iron rod with cap stamped "Hovis" for an exterior corner of the said 18.9062 acre tract of land, and for an interior corner of the herein described tract;

THENCE North 89°45'21" East (called North 89°50'02" East), coincident with a north line of the said 18.9062 acre tract, 54.69 feet (called 54.78 feet) to a found 5/8-inch iron rod with cap stamped "Hovis" for an interior corner of the said 18.9062 acre tract of land, and for an exterior corner of the herein described tract;

THENCE South 02°20'27" East (called South 02°20'38" East), coincident with a west line of the said 18.9062 acre tract, 595.97 feet (called 595.94 feet) to a found 5/8-inch iron rod with cap stamped "Hovis" for the southwest corner of the said 18.9062 acre tract of land, and for an interior corner of the herein described tract;

THENCE South 30°22'08" East, coincident with an east line of the herein described tract, 47.92 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract, located in a curve to the left having a radius of 350.00 feet;

THENCE Southwesterly, coincident with an east line of the herein described tract, with said curve to the left having an internal angle of $07^{\circ}32'30''$, an arc length of 46.07 feet, a long chord of South $55^{\circ}51'37''$ West, 46.04 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE South $52^{\circ}05'22''$ West, coincident with a southeast line of the herein described tract, 201.50 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for the beginning of a curve to the right having a radius of 25.00 feet, and for an exterior corner of the herein described tract;

THENCE Northwesterly, coincident with a south line of the herein described tract, with said curve to the right having an internal angle of $90^{\circ}00'00''$, an arc length of 39.27 feet, a long chord of North $82^{\circ}54'38''$ West, 35.36 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North $37^{\circ}53'55''$ West, coincident with a south line of the herein described tract, 177.53 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for the beginning of a curve to the left having a radius of 1,050.00 feet, and for an interior corner of the herein described tract;

THENCE Northwesterly, coincident with a south line of the herein described tract, with said curve to the left having an internal angle of $63^{\circ}25'51''$, an arc length of 1,162.43 feet, a long chord of North $69^{\circ}37'35''$ West, 1,103.97 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE South $78^{\circ}39'27''$ West, coincident with a south line of the herein described tract, 733.19 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for the beginning of a curve to the right having a radius of 35.00 feet, and for an exterior corner of the herein described tract;

THENCE Northwesterly, coincident with a west line of the herein described tract, with said curve to the right having an internal angle of $90^{\circ}00'00''$, an arc length of 54.98 feet, a long chord of North $56^{\circ}20'33''$ West, 49.50 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North $11^{\circ}20'33''$ West, coincident with a west line of the herein described tract, 15.00 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for the beginning of a curve to the right having a radius of 1,175.00 feet, and for an exterior corner of the herein described tract;

THENCE Northeasterly, coincident with a west line of the herein described tract, with said curve to the right having an internal angle of $27^{\circ}57'52''$, an arc length of 573.48 feet, a long chord of North $02^{\circ}38'23''$ East, 567.81 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

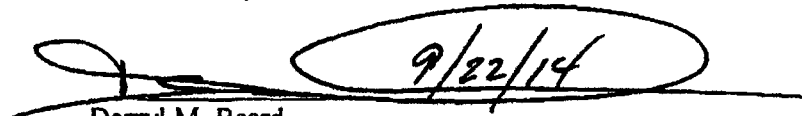
THENCE North 16°37'19" East, coincident with a west line of the herein described tract, 175.45 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for the beginning of a curve to the left having a radius of 1,275.00 feet, and for an exterior corner of the herein described tract;

THENCE Northeasterly, coincident with a west line of the herein described tract, with said curve to the left having an internal angle of 18°59'31", an arc length of 422.63 feet, a long chord of North 07°07'34" East, 420.69 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North 02°22'12" West, coincident with a west line of the herein described tract, 38.38 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for a northwest corner of the herein described tract;

THENCE North 87°38'17" East, coincident with a north line of the herein described tract, parallel and 60-foot south of the north line of the said 606.1394 acre tract, 1,223.96 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an interior corner of the herein described tract;

THENCE North 02°21'43" West, coincident with a west line of the herein described tract, 60.00 feet to the **POINT OF BEGINNING** of the herein described tract containing 75.1111 acres (3,271,841 square feet) of land.


Darryl M. Beard
Registered Professional Land Surveyor
Texas Registration No. 6438



A plat of even date was prepared in conjunction with this description.

Metes and Bounds Description

Being a 45.288 acre tract of land located in the Chauncey Goodrich Survey, Abstract 305, Harris County, Texas, being all of a called 20.00 acre tract of land conveyed from Jimmy C. Shaw and wife, Annegret Shaw to the County of Harris dated October 17, 201 and recorded under the Harris County Clerk's File (H.C.C.F.) No. 20140468595 of the Official Public Records of Real Property of Harris County (O.P.R.R.P.H.C.) together with a portion of a called 117.9465 acre tract of land conveyed from Merenco Realty, Inc., to the County of Harris dated October 20, 2014 and recorded under the H.C.C.F. No. 20140471160 of O.P.R.R.P.H.C.; said 45.288 acre tract of land being more particularly described by metes and bounds as follows, with the bearings being based on the Texas Coordinate System, South Central Zone 4204, NAD83, derived from GPS observations:

COMMENCING at a 5/8-inch iron rod with aluminum cap stamped "PACE" found at the southeast corner of a called 4.969 acre tract of land (Tract 5) conveyed to 615 Willow Creek Development, LTD, recorded under the H.C.C.F. No. 20140577526 O.P.R.R.P.H.C, and being the southwest corner of Nabors Parkway 100' Wide R.O.W. Dedication, recorded by plat under Film Code No. 676075 of the Harris County Map Records at the northeast corner of a called 22.145 acre tract of land conveyed to Nabors Property Holdings II LLC., recorded under the H.C.C.F. No. RP-2016-86222 O.P.R.R.P.H.C., and for the northwest corner of a called 3.2526 conveyed to Merenco Realty Inc., recorded under the H.C.C.F. No. 20130637629 O.P.R.R.P.H.C.;

THENCE South 87°59'56" West, coincident with the north line of the said 22.145 acre tract of land and the south line of said Tract 5, 704.56 feet to the northwest corner of the said 22.145 acre tract of land at the northeast corner of said 20.00 acre (Shaw) tract and **POINT OF BEGINNING** of the herein described tract, from which a found 5/8-inch iron rod with cap stamped "Hovis" bears North 01°58'40" West, 0.12 feet;

THENCE South 01°58'40" East, coincident with the west line of the said 22.145 acre tract and the east line said 20.00 acre (Shaw) tract, 194.55 feet to a 5/8-inch iron rod with cap stamped "Hovis" found for an interior corner of the said 22.145 acre tract, and for an east corner of the herein described tract;

THENCE South 34°15'17" West, coincident with a west line of the said 22.145 acre tract of land and the east line said 20.00 acre (Shaw) tract, at 821.99 feet to a 5/8-inch iron rod with cap stamped "Hovis" found for the southwest corner of the said 22.145 acre tract, and an interior corner of the herein described tract;

THENCE South 55°43'33" East, coincident with the east line of the herein described tract and the west line of the said 22.145 acre tract, 333.04 feet to a 5/8-inch iron rod with cap stamped "Hovis" found for the southwest corner the said 22.145 acre tract, and for an interior corner of the herein described tract;

THENCE North 87°09'56" East, coincident with a north line of the herein described tract and the south line of the said 22.145 acre tract, 847.20 feet to a point located in a curve to the left having a radius of 1,275.00 feet, also being in the northwest line of a called 6.126 acre easement conveyed to Harris County Flood Control District as recorded under H.C.C.F. R649324 O.P.R.R.P.H.C., and for the northeast corner of the herein described tract , from which a found 5/8-inch iron rod with cap stamped "Hovis" bears South 87°09'56" West, 0.11 feet;

THENCE Southwesterly, coincident with an east line of the herein described tract and the west line of the said 6.126 acre tract, with said curve to the left having an internal angle of 17°36'39", an arc length of 391.89 feet, a long chord of South 05°58'33" West, 390.35 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

HENCE South 02°49'46" East, coincident with the east line of the herein described tract and the west line the said 6.126 acre tract, 199.83 feet to a 5/8-inch iron rod with cap stamped "Harris County" set in north line of a called 3.709 acre tract of land (Tract 3) conveyed to 615 Willow Creek Development, LTD, recorded under the H.C.C.F. No. 20140577526 O.P.R.R.P.H.C, at the most easterly corner of the herein described tract;

THENCE South 87°59'57" West, coincident with the south line of the herein described tract and the north line of said Tract 3, 410.01 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for the beginning of a curve to the right having a radius of 950.00 feet, and for an exterior corner of the herein described tract;

THENCE Northwesterly, coincident with the south line of the herein described tract and the north line of said Tract 3, with said curve to the right having an internal angle of 37°27'44", an arc length of 621.15 feet, a long chord of North 73°16'11" West, 610.14 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North 54°32'19" West, coincident with the north line of said Tract 3 and the southwest line of the herein described tract, 401.92 feet to a 5/8-inch iron rod with cap stamped "Harris County" set in the southeast line of 20.00 acre (Shaw) tract and an interior corner of the herein described tract;

THENCE South 34°15'17" West, coincident with the southeast line of 20.00 acre (Shaw) tract and the northwest line of said Tract 3, 91.01 feet to a 5/8-inch iron rod with cap stamped "Hovis" found for the southeast corner of 20.00 acre (Shaw) tract an exterior corner of the herein described tract;

THENCE South 88°00'40" West , coincident with southeast line of 20.00 acre (Shaw) tract and the south line of said Tract 3, 14.82 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an interior corner of the herein described tract;

THENCE South 54°32'19" East, coincident with a north line of the herein described tract and a south line of said Tract 3, 82.68 feet to a 5/8-inch iron rod with cap stamped "Harris County" set at a north interior corner of a called 148.751 acre tract of land (Tract 4) conveyed to 615 Willow Creek Development, LTD, recorded under the H.C.C.F. No. 20140577526 O.P.R.R.P.H.C and for a southeast corner of the herein described tract;

THENCE South 35°27'41" West, coincident with a southeast line of the herein described tract and said Tract 4, 183.00 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North 64°47'39" West, coincident with a south line of the herein described tract and said Tract 4, 249.95 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North 54°24'03" West, coincident with a south line of the herein described tract and said Tract 4, 94.89 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North 41°34'59" West, coincident with a south line of the herein described tract and said Tract 4, 75.56 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North 32°59'08" West, coincident with a south line of the herein described tract and said Tract 4, 118.86 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North 18°17'27" West, coincident with a south line of the herein described tract and said Tract 4, 143.41 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North 31°31'52" West, coincident with a south line of the herein described tract and said Tract 4, 46.72 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North 40°31'58" West, coincident with a south line of the herein described tract and said Tract 4, 81.13 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North 46°46'14" West, coincident with a south line of the herein described tract and said Tract 4, 30.01 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North 53°09'03" West, coincident with a south line of the herein described tract and said Tract 4, 19.28 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North 59°33'40" West, coincident with a south line of the herein described tract and said Tract 4, 76.07 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North 68°44'03" West, coincident with a south line of the herein described tract and said Tract 4, 106.25 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North 02°16'23" West, coincident with a west line of the herein described tract and said Tract 4, 460.92 feet to a 5/8-inch iron rod with cap stamped "Harris County" set in a curve to the right having a radius of 1,960.00 feet, at an interior corner of and said Tract 4 in the southeast line of a called 2.518 acre tract of land (Tract 6) conveyed to 615 Willow Creek Development, LTD, recorded under the H.C.C.F. No. 20140577526 O.P.R.R.P.H.C for a northwest corner of the herein described tract;

THENCE Northeasterly, coincident with the north line of the herein described tract and said Tract 6, with said curve to the right having an internal angle of 00°32'17", an arc length of 18.41 feet, a long chord of North 51°49'14" East, 18.41 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North 52°05'22" East, coincident with a west line of the herein described tract and said Tract 6, 84.28 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for the beginning of a curve to the right having a radius of 25.00 feet, in the south line of a called 10.313 acre tract of land (Tract 10) conveyed to 615 Willow Creek Development, LTD, recorded under the H.C.C.F. No. 20140577526 O.P.R.R.P.H.C and for an exterior corner of the herein described tract;

THENCE Southeasterly, coincident with the north line of the herein described tract and said Tract 10, with said curve to the right having an internal angle of 90°00'00", an arc length of 39.27 feet, a long chord of South 82°54'38" East, 35.36 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE South 37°54'38" East, coincident with the north line of the herein described tract and said tract 10, 35.00 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for the beginning of a curve to the right having a radius of 950.00 feet, and for an exterior corner of the herein described tract;

THENCE Southeasterly, coincident with the north line of the herein described tract and said Tract 10, with said curve to the right having an internal angle of $18^{\circ}37'44''$, an arc length of 308.88 feet, a long chord of South $28^{\circ}35'46''$ East, 307.52 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE South $19^{\circ}16'54''$ East, coincident with the north line of the herein described tract and said Tract 10, 121.99 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for the beginning of a curve to the left having a radius of 1,050.00 feet, and for an exterior corner of the herein described tract;

THENCE Southeasterly, coincident with the north line of the herein described tract and said Tract 10, with said curve to the left having an internal angle of $25^{\circ}18'51''$, an arc length of 463.91 feet, a long chord of South $31^{\circ}56'19''$ East, 460.14 feet to a 5/8-inch iron rod with cap stamped "Harris County" set in the west line of the said 20.000 acre (Shaw) tract and for an exterior corner of the herein described tract;

THENCE North $01^{\circ}59'22''$ West, coincident with the west line of the herein described tract and said Tract 10, 158.32 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for the beginning of a curve to the right having a radius of 950.00 feet in the west line of the said 20.000 acre (Shaw) tract, at an interior corner of the herein described tract;

THENCE Northwesterly, coincident with the south line of the herein described tract and said Tract 10, with said curve to the right having an internal angle of $18^{\circ}16'08''$, an arc length of 302.91 feet, a long chord of North $28^{\circ}24'58''$ West, 301.63 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North $19^{\circ}16'54''$ West, coincident with the south line of the herein described tract and said Tract 10, 121.99 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for the beginning of a curve to the left having a radius of 1,050.00 feet, and for an exterior corner of the herein described tract;

THENCE Northwesterly, coincident with the south line of the herein described tract and said Tract 10, with said curve to the left having an internal angle of $18^{\circ}37'44''$, an arc length of 341.39 feet, a long chord of North $28^{\circ}35'46''$ West, 339.89 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North $37^{\circ}54'38''$ West, coincident with the south line of the herein described tract and said Tract 10, 25.00 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for the beginning of a curve to the right having a radius of 25.00 feet, located at the southwest corner of said Tract 5 and being an exterior corner of the herein described tract;


(Annex 17)
45.288 Acre Tract

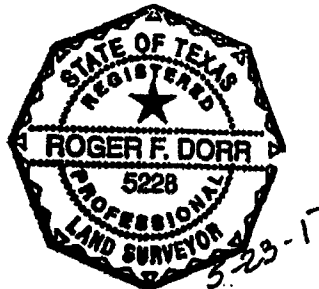
THENCE Northeasterly, coincident with the west line of the herein described tract, with said curve to the right having an internal angle of $90^{\circ}00'00''$, an arc length of 39.27 feet, a long chord of North $07^{\circ}05'22''$ East, 35.36 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North $52^{\circ}05'22''$ East, coincident with the north line of the herein described tract and said Tract 5, 201.50 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for the beginning of a curve to the right having a radius of 250.00 feet, and for an exterior corner of the herein described tract;

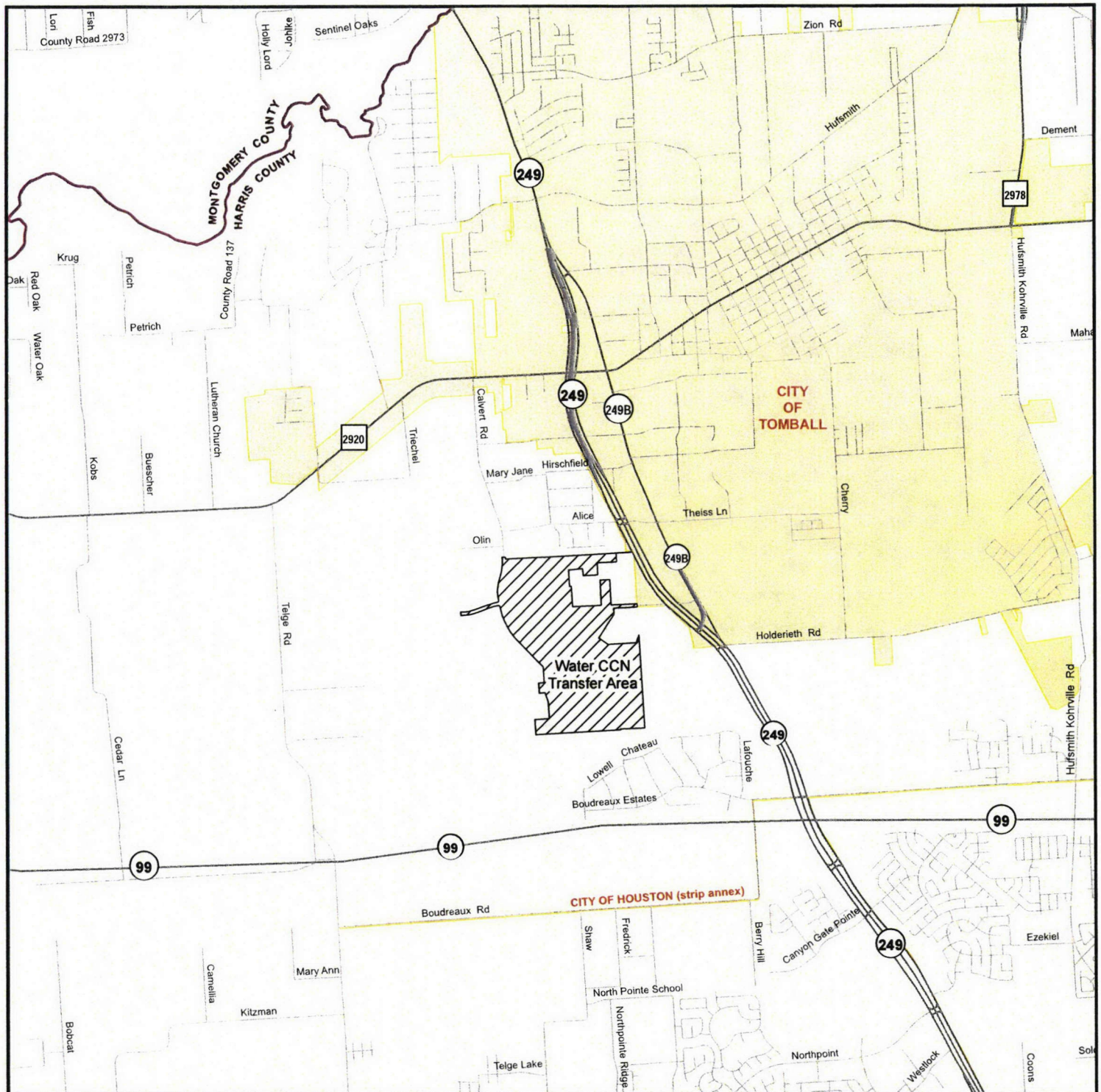
THENCE Northeasterly, coincident with the north line of the herein described tract and said Tract 5, with said curve to the right having an internal angle of $35^{\circ}54'34''$, an arc length of 156.68 feet, a long chord of North $70^{\circ}02'39''$ East, 154.13 feet to a 5/8-inch iron rod with cap stamped "Harris County" set for an exterior corner of the herein described tract;

THENCE North $87^{\circ}59'56''$ East, coincident with the north line of the herein described tract and said Tract 5, 1,043.49 feet to the **POINT OF BEGINNING** of the herein described tract containing 45.288 acres of land.


Roger F. Dorr
Registered Professional Land Surveyor
Texas Registration No. 5228



A plat of even date was prepared in conjunction with this description.

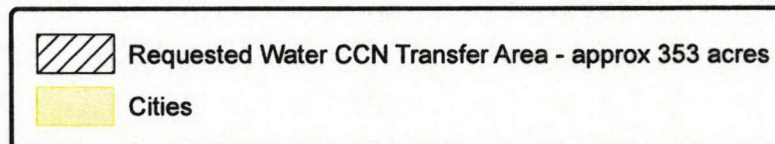


General Location - Water Map

Aqua Texas, Inc. / City of Tomball 13.248 Agreement
to Transfer a Portion of Aqua Texas, Inc., CCN No. 13203 to City of Tomball, CCN No. 13257
in Harris County



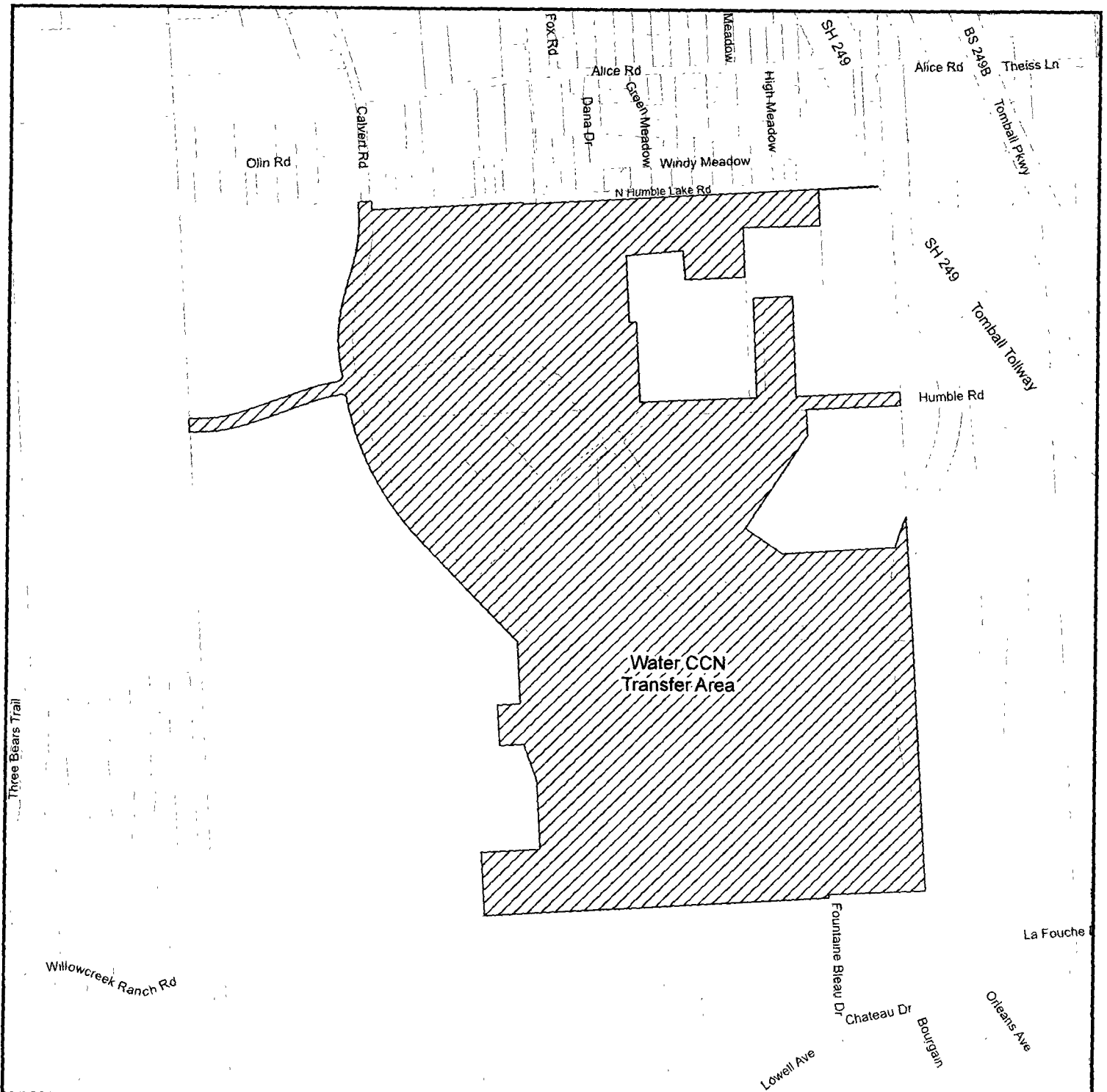
0 2,000 4,000
Feet



EXHIBIT

B

Map by: S. Burt, ASBGI
Date: May 31, 2018
Base: TxDOT 2015 Roadways, HCAD City
Project: General Location Water Map



Detailed Water Map

Aqua Texas, Inc. / City of Tomball 13.248 Agreement
to Transfer a Portion of Aqua Texas, Inc. , CCN No. 13203 to City of Tomball, CCN No. 13257
in Harris County



0 500 1,000
Feet



Requested Water CCN Transfer Area - approx 353 acres

Map by: S Burt, ASBGI
Date: May 31, 2018, 2018
Base: HCAD Parcels
Project: Detailed Water Map



Detailed Water Map

**Aqua Texas, Inc. / City of Tomball 13.248 Agreement
to Transfer a Portion of Aqua Texas, Inc. , CCN No. 13203 to City of Tomball, CCN No. 13257
in Harris County**



0 500 1,000
Feet



Requested Water CCN Transfer Area - approx 353 acres



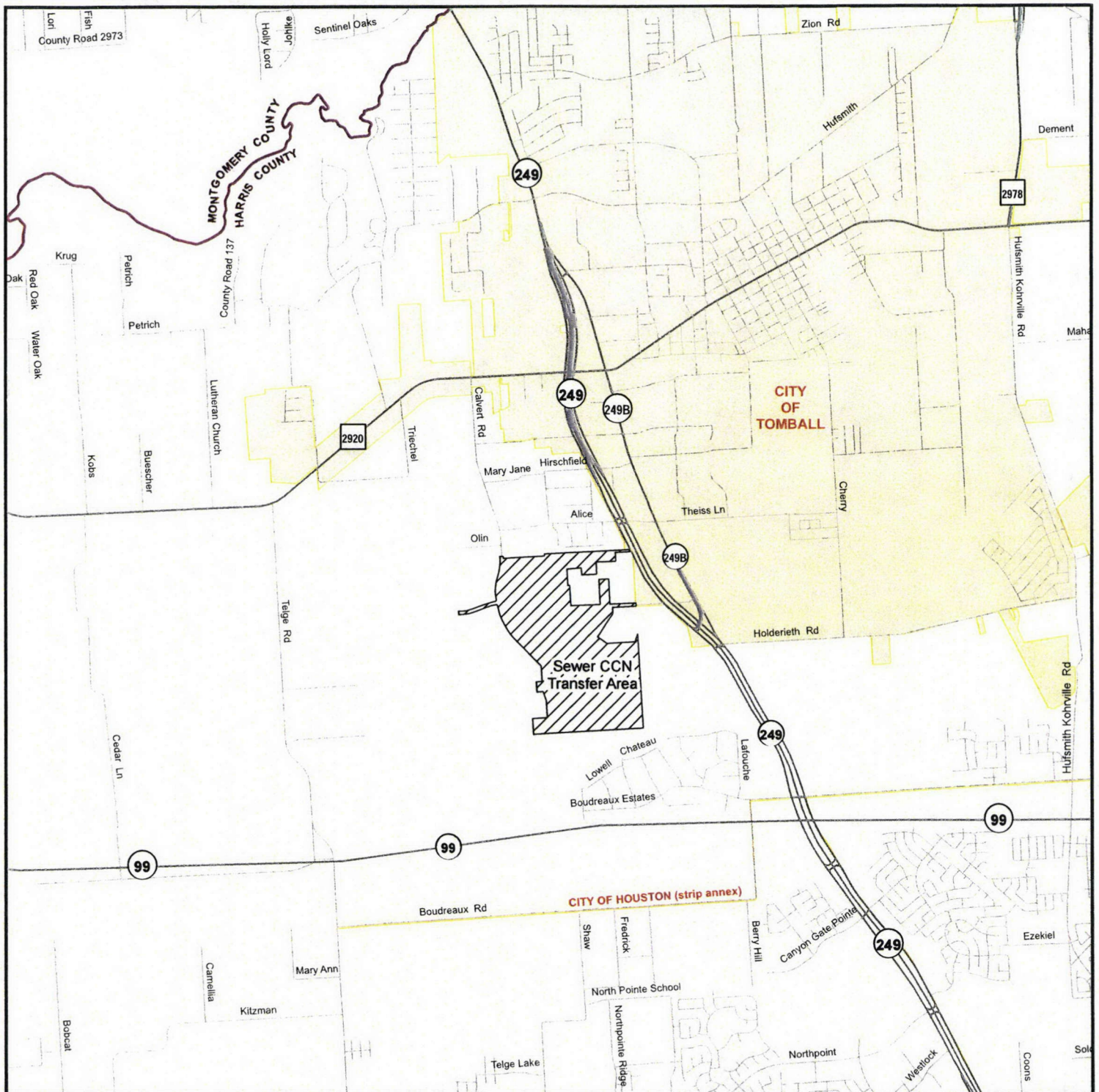
Water CCN 13203 - Aqua Texas Inc.

Map by: S. Burt, ASBGI

Date: May 31, 2018

Base: HCAD Parcels

Project: Detailed Water Map with CCN



General Location - Sewer Map

**Aqua Texas, Inc. / City of Tomball 13.248 Agreement
to Transfer a Portion of Aqua Texas, Inc., CCN No. 21065 to City of Tomball, CCN No. 21103
in Harris County**



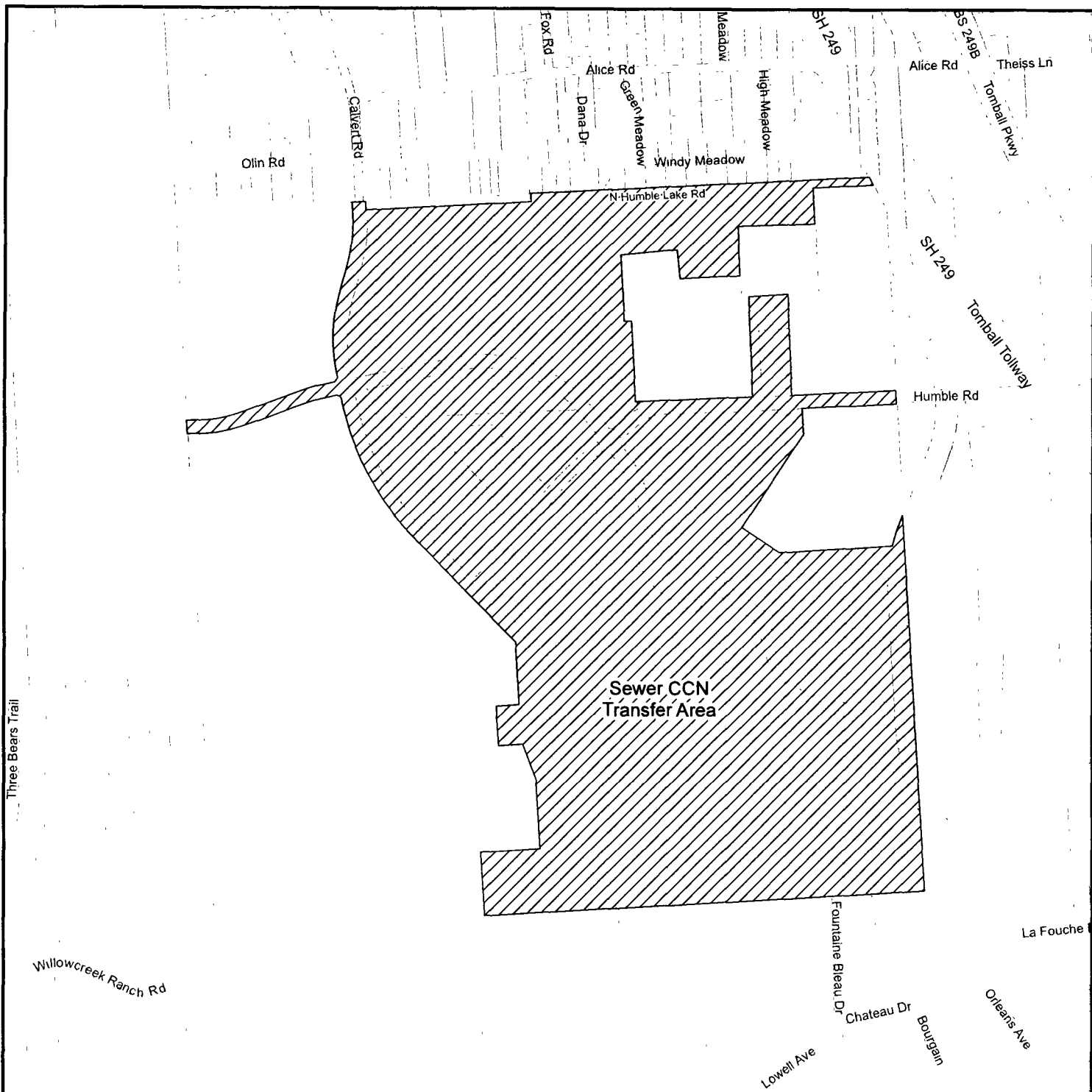
Requested Sewer CCN Transfer Area - approx 356 acres



Cities

0 2,000 4,000
Feet

Map by: S. Burt, ASBGI
Date: May 31, 2018
Base: TxDOT 2015 Roadways, HCAD City
Project: General Location Sewer Map



Detailed Sewer Map

Aqua Texas, Inc. / City of Tomball 13.248 Agreement
to Transfer a Portion of Aqua Texas, Inc. , CCN No. 21065 to City of Tomball, CCN No. 21103
in Harris County



Requested Sewer CCN Transfer Area - approx 356 acres

0 500 1,000
Feet

Map by: S Burt, ASBG
Date: May 31, 2018
Base: HCAD Parcels
Project: Detailed Sewer Map

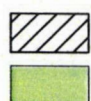


Detailed Sewer Map

**Aqua Texas, Inc. / City of Tomball 13.248 Agreement
to Transfer a Portion of Aqua Texas, Inc. , CCN No. 21065 to City of Tomball, CCN No. 21103
in Harris County**



0 500 1,000
Feet



Requested Sewer CCN Transfer Area - approx 356 acres

Sewer CCN 21065 - Aqua Texas, Inc.

Map by: S. Burt, ASBGI
Date: May 31, 2018
Base: HCAD Parcels
Project: Detailed Sewer Map with CCN

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



**MONDAY, NOVEMBER 20, 2017
6:00 P.M.**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, November 20, 2017 at 6:00 p.m., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 Call to Order

2.0 Invocation

- Led by Joe Grubb, Chaplain, American Legion Riders Chapter 127, Tomball

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 - GC, 551.042.]*

5.0 Presentations:

- Tomball Lions Club Presentation to Tomball Fire Department and Tomball Police Department for Annual Christmas Programs
- Proclamation – **Citizen of the Year 2017** – *“Families Feeding Families”*

6.0 Reports and Announcements:

- November 23-24, 2017 – **Thanksgiving Holidays** – City offices closed
- December 8-10, 2017 – **Tomball German Christmas Market**
- December 9, 2017 – *“Christmas on Commerce”* – a **2nd Saturday at the Depot Event**
- December 11, 2017 – Special City Council Meeting, Public Hearing – 5:30 p.m.
- December 25-26, 2017 – **Christmas Holidays** – City offices closed
- January 1, 2017 – **New Year’s Day Holiday** – City offices closed
- Reports by City staff and members of council about items of community interest on which no action will be taken:

- Denise Fiore – Report on the success of the ***“Holiday Lamp Post Stroll”***
- Glenn Windsor – the Government Finance Officers Association has again awarded the City of Tomball the **Certificate of Achievement for Excellence in Financial Reporting** for its Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended September 30, 2016 (27th Year)

7.0 Approve the Minutes of the November 6, 2017 Special and Regular Tomball City Council Meetings

8.0 Old Business:

8.1 Adopt, on Second Reading, Ordinance No. 2017-39, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Code of Ordinances by Amending Section 50-115(B)(2) by Requiring Refuse Areas Which Are Visible from a Public Right-of-Way be Visually Screened by a Minimum Six-Foot Solid Masonry Wall on at Least Three Sides; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters

9.0 New Business:

9.1 Consideration and possible action to approve, as a Project of the Tomball Economic Development Corporation, an agreement with Houston Poly Bag I, Ltd to make direct incentives to or expenditures for equipment expansion for the creation and retention of primary jobs for Houston Poly Bag I, Ltd. The estimated amount of expenditures for such project is an amount not to exceed \$95,000

9.2 Consideration and Possible Action To Approve, as a Project of the Tomball Economic Development Corporation, an Agreement with Birner Houston Corp., dba Renewal by Andersen of Houston, to Make Direct Incentives To, or Expenditures For, the Creation or Retention of Primary Jobs Associated with the Relocation and Development of Its Corporate Headquarters to be Located at 647 James Street, Tomball, TX 77375. The Estimated Amount of Expenditures for Such Project is \$50,000

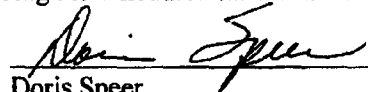
9.3 Approve, on First Reading, Resolution No. 2017-21-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and Dancing Falls Development LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a multibuilding office/warehouse park to be located at 27905 Commercial Park Road, Tomball, TX 77375. The estimated amount of expenditures for such Project \$50,925.00

- 9.4 Award Contract for Project No. 2018-02, Quinn Road and Holderrieth Boulevard Sidewalks, to WadeCon, LLC in the amount of \$152,813.00
- 9.5 Award Contract for Project No. 2018-04, Purchase of Chlorine & Sulfur Dioxide Gas, to DXI Industries
- 9.6 Award Contract for Project No. 2018-05, Water Treatment Chemicals for Liquid Polyphosphate Blend and Zinc Orthophosphate, to Water Utility Services, Inc.
- 9.7 Award Contract for Project No. 2018-06, Materials for a Water and Sewer Extension, to ACT Pipe and Supply in the amount of \$88,186.65
- 9.8 Approve and Authorize the Mayor to Execute an Amendment to the Interlocal Agreement Between the City of Tomball and Harris County Emergency Services District # 15
- 9.9 Approve CCN Transfer Agreement between Aqua Texas and the City of Tomball
- 9.10 Award the Purchase of Three (3) Police Interceptors, from Caldwell Country, through the State Buyboard Cooperative Purchasing Contract, in the Amount of \$85,750, and the Related Upfitting by Cap Fleet Upfitters, in the Amount of \$55,918
- 9.11 Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
 - Sec. 551.074 - Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – City Manager

10.0 Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 16th day of November 2017 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.


Doris Speer
City Secretary, TRMC, MMC

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 contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY BE VIEWED ONLINE AT www.ci.tomball.tx.us.

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



**MONDAY, NOVEMBER 20, 2017
6:00 P.M.**

1.0 Call to Order

The Council meeting was called to order at 6:00 p.m. by Mayor Fagan. Other members present:

Councilman Ford
Councilman Stoll
Councilman Degges
Councilman Townsend
Councilman Klein Quinn

Others present:

City Manager – George Shackelford
Assistant City Manager – Rob Hauck
City Secretary – Doris Speer
Police Chief – Billy Tidwell
Fire Chief – Randy Parr
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Director of Public Works – David Esquivel
City Engineer – Beth Jones
City Planner – Amelia Lindley
TEDC-Executive Director – Kelly Violette
CSO Admin. Asst. – Sasha Robinson
Community Events Coordinator – Denise Fiore
Community Center Director – Rosalie Dillon
Police Officer-Investigations – James Harral

2.0 The invocation was led by Joe Grubb, Chaplain, American Legion Riders Chapter 127, Tomball

3.0 The pledges to the U. S. and Texas Flags were led by Randy Parr

4.0 The following public comment was received:

John Cook
7515 Langley Road, 77389

- Requested an amendment to the City's code of ordinances to allow free campaigning on public property/rights-of-way within the city limits.

5.0 The following presentations were made:

- Al Gerhardt, Treasurer of Tomball Lions Club, presented \$500 each to the Tomball Fire Department and Tomball Police Department for use in their annual Christmas programs.
- Mayor Fagan presented a Proclamation for **Citizen of the Year 2017 – “Families Feeding Families”**.

6.0 Reports and Announcements:

- November 23-24, 2017 – **Thanksgiving Holidays** – City offices closed
- December 8-10, 2017 – **Tomball German Christmas Market**
- December 9, 2017 – **“Christmas on Commerce” – a 2nd Saturday at the Depot Event**
- December 11, 2017 – Special City Council Meeting, Public Hearing – 5:30 p.m.
- December 25-26, 2017 – **Christmas Holidays** – City offices closed
- January 1, 2017 – **New Year’s Day Holiday** – City offices closed
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Denise Fiore reported on the success of the **“Holiday Lamp Post Stroll”**
 - George Shackelford reported that the Government Finance Officers Association has again awarded the City of Tomball the **Certificate of Achievement for Excellence in Financial Reporting** for its Comprehensive Annual Financial Report (CAFR) for the Fiscal Year Ended September 30, 2016 (27th Year).

7.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of the November 6, 2017 Special and Regular Tomball City Council Meetings.

Motion carried unanimously.

8.0 Old Business:

- 8.1 Motion was made by Councilman Stoll, second by Councilman Townsend, to adopt, on Second Reading, Ordinance No. 2017-39, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Code of Ordinances by Amending Section 50-115(B)(2) by Requiring Refuse Areas Which Are Visible from a Public Right-of-Way be Visually Screened by a Minimum Six-Foot Solid Masonry Wall on at Least Three Sides; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters. Vote was as follows:

Councilman Ford	<u>Nay</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried, 4 votes Aye, 1 vote Nay.

9.0 New Business:

- 9.1 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve, as a Project of the Tomball Economic Development Corporation, an agreement with Houston Poly Bag I, Ltd to make direct incentives to or expenditures for equipment expansion for the creation and retention of primary jobs for Houston Poly Bag I, Ltd. The estimated amount of expenditures for such project is an amount not to exceed \$95,000.

Motion carried unanimously.

- 9.2 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve, as a Project of the Tomball Economic Development Corporation, an Agreement with Birner Houston Corp., dba Renewal by Andersen of Houston, to Make Direct Incentives To, or Expenditures For, the Creation or Retention of Primary Jobs Associated with the Relocation and Development of Its Corporate Headquarters to be Located at 647 James Street, Tomball, TX 77375. The Estimated Amount of Expenditures for Such Project is \$50,000.

Motion carried unanimously.

- 9.3 Motion was made by Councilman Degges, second by Councilman Townsend, to approve, on First Reading, Resolution No. 2017-21-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and Dancing Falls Development LLC, to make direct incentives to, or expenditures for, assistance with infrastructure costs to be required or suitable for the promotion of new or expanded business development related to the development and construction of a multibuilding office/warehouse park to be located at 27905 Commercial Park Road, Tomball, TX 77375. The estimated amount of expenditures for such Project \$50,925.00.

Motion carried unanimously.

- 9.4 Motion was made by Councilman Townsend, second by Councilman Degges, to award the contract for Project No. 2018-02, Quinn Road and Holderrieth Boulevard Sidewalks, to WadeCon, LLC in the amount of \$152,813.00.

Motion carried unanimously.

- 9.5 Motion was made by Councilman Ford, second by Councilman Stoll, to award the contract for Project No. 2018-04, Purchase of Chlorine & Sulfur Dioxide Gas, to DXI Industries.

Motion carried unanimously.

- 9.6 Motion was made by Councilman Townsend, second by Councilman Ford, to award the contract for Project No. 2018-05, Water Treatment Chemicals for Liquid Polyphosphate Blend and Zinc Orthophosphate, to Water Utility Services, Inc.

Motion carried unanimously.

- 9.7 Motion was made by Councilman Ford, second by Councilman Townsend, to award the contract for Project No. 2018-06, Materials for a Water and Sewer Extension, to ACT Pipe and Supply in the amount of \$88,186.65.

Motion carried unanimously.

- 9.8 Motion was made by Councilman Townsend, second by Councilman Degges, to approve and authorize the Mayor to Execute an Amendment to the Interlocal Agreement between the City of Tomball and Harris County Emergency Services District # 15.

Motion carried unanimously.

- 9.9 Motion was made by Councilman Stoll, second by Councilman Townsend, to approve the CCN Transfer Agreement between Aqua Texas and the City of Tomball.

Motion carried unanimously.

- 9.10 Motion was made by Councilman Townsend, second by Councilman Stoll, to award the purchase of Three (3) Police Interceptors, from Caldwell Country, through the State Buyboard Cooperative Purchasing Contract, in the Amount of \$85,750, and the Related Upfitting by Cap Fleet Upfitters, in the Amount of \$55,918.

Motion carried unanimously.

- 9.12 Motion was made by Councilman Townsend, second by Councilman Degges, to approve Resolution No. 2017-20R, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Dates, Times, and Places for Two Public Hearings at which All Interested Parties shall have an Opportunity to be Heard; Providing for Publication of Notices of Such Public Hearings; and Directing Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed (Remaining Portion of Tract 1: 0.5968 Acres of Land out of a 9.4852-Acre Tract in the Chauncey Goodrich Survey, Abstract No. 311, Harris County, Texas) [Majed, Inc.].

Motion to AMEND was made by Councilman Townsend, second by Councilman Degges, to approve Resolution No. 2017-20R, a Resolution Declaring the Intention of the City of Tomball, Texas, to Institute Proceedings to Annex Certain Territory; Describing Such Territory; Setting the Dates, Times, and Places for Two Public Hearings at which All

Interested Parties shall have an Opportunity to be Heard; Providing for Publication of Notices of Such Public Hearings; and Directing Preparation of a Municipal Service Plan for the Territory Proposed to be Annexed (Remaining Portion of Tract 1: 0.5968 Acres of Land out of a 9.4852-Acre Tract in the Chauncey Goodrich Survey, Abstract No. 311, Harris County, Texas) [Majed, Inc.], and setting December 14, 2017 at 5:30 p.m. as the date and time for the second public hearing.

Motion, as AMENDED, carried unanimously.

Councilmember Townsend requested an item on the January 2, 2018 Council meeting for discussion and possible action regarding Councilmembers serving on the TEDC Board.

Consensus was unanimous to include this item for discussion and possible action.

9.11 Executive Session: The City Council recessed at 6:50 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(s):

- Sec. 551.074 - Personnel Matters: Deliberation of the Appointment, Employment, and Duties of a Public Officer or Employee – City Manager

Upon reconvening in regular session at 7:45 p.m., no action was taken.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 4th day of December 2017.

Doris Speer
Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Gretchen Fagan
Mayor