

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



**Monday, January 06, 2025
6:00 PM**

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, January 06, 2025 at 6:00 PM, 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.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 834 9635 7959 Passcode: 993771. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Invocation - Led by Tommy Roberson with Real Life Ministries
- C. Pledges to U.S. and Texas Flags
- D. 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.]*
- E. Presentations
 - 1. Presentation of the launch of the "Tomball" book
- F. Reports and Announcements
 - 1. Announcements

I. Upcoming Events:

January 9, 2025 – Kaffeeklatsch 8:30 a.m. to 10:00 a.m. @ Tomball Community Center Room A

January 11, 2025 – “Tomball” book launch 10:30 am to 12 pm @ Tomball Community Library

January 25, 2025 – Harris County Sheriff's Office Junior Mounted Posse Relay Ride 9:00 a.m. to 10:00 a.m. @ Tomball Depot Plaza

G. Old Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

1. Adopt, on Second Reading, Ordinance No. 2024-38, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 18, Environment, by adding a new Article XI, Tree preservation; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters

2. Adopt, on Second Reading, Ordinance No. 2024-40, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately a 1.800-acre tract of land situated in the John M. Hooper Survey, Abstract No. 375 from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located at 14615 FM 2920, within the City of Tomball, Harris County, Texas; 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.

3. Adopt, on Second Reading, Ordinance No. 2024-41, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 10- Buildings and Building Regulations, by repealing Article I. - In general, Article II. – Building code, Article III. – Residential code, Article IV. – Air conditioning and mechanical work, Article V. – Electricity; and Article VI. – Plumbing and gas and replacing with a new Article 1 – In general; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters.

4. Adopt on Second Reading, Ordinance No. 2024-43, an Ordinance Amending The Code Of Ordinances Of The City Of Tomball, Texas, By Adopting The International Fire Code, 2021 Edition; By Amending Section 20-25, International Fire Code Adopted, Article II, Fire Code, Of Chapter 20, Fire Prevention And Protection; By Deleting And Replacing Section 20-28 Of Article II, Fire Code; Providing For Penalty In An Amount Not To Exceed \$2,000.00 Per Day For Violation Of Any Provision Hereof, With Each Day Constituting A Separate Offense; Providing A Repealer; Providing For Severability; And Making Other Findings Related Thereto.
- H. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

 1. Approve Minutes of the December 16, 2024, Special and Regular City Council meetings.
 2. Approve Resolution No. 2025-02, a Resolution of the City Council of the City of Tomball, Texas, Designating The Potpourri, Tomball Edition (Houston Community Newspapers/Houston Chronicle) as the Official Newspaper for 2025 for Publication of Matters Pertaining to the City of Tomball
 3. Consideration and possible action regarding approval of General and No Litigation Certificate with the City of Tomball for bonds for the Southeast Texas Housing Finance Corporation.
 4. Approve an expenditure of greater than \$50,000 with Waypoint Solutions for a managed detection and response solution, phone hardware and software, data storage and consulting services, for a total not-to-exceed amount of \$87,602.09, approve the expenditure of funds thereof, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2024-2025 budget.
 5. Approve a Professional Services Agreement with AtkinsRéalis USA, Inc. for the Texas Pollutant Discharge Elimination System (TPDES) permit support (Contract No. 0000-10040), for a not-to-exceed amount of \$50,573.97, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget.

I. New Business

1. Consideration and discussion regarding appointment/reappointment to the Tourism Advisory Committee.
2. Designate a City of Tomball Council Representative and an Alternate to the Houston-Galveston Area Council 2025 General Assembly.
3. 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. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
 - Sec. 551.072 – Deliberations regarding Real Property
 - Sec. 551.076 – Deliberation regarding Security Devices

J. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 3rd day of January 2025 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia, TRMC, MMC, CPM
City Secretary

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodation or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary’s office at (281) 290-1019 for further information.

City Council Meeting Agenda Item Data Sheet

Meeting Date: 01/06/2025

Topic:

Presentation of the launch of the “Tomball” book

Background:

The Tomball community library will announce and introduce the book launch of “Tomball”, authored by Kyla Bayang and published by Arcadia Publishing. The event will take place on January 11, 2025, from 10:30 a.m. to noon at the Tomball Community Library, 30555 Tomball Parkway. The book includes historic photographs contributed by local families and institutions.

Origination:

Recommendation:

n/a

Party(ies) responsible for placing this item on agenda: Mayor Klein-Quinn

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

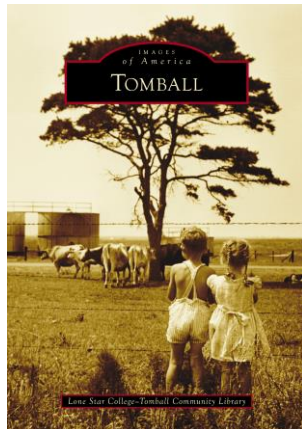
Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by DE 01/02/25
Staff Member _____ Date _____ City Manager _____ Date _____

FOR IMMEDIATE RELEASE

Contact: Jonny Foster
jfoster2@arcadiapublishing.com



Title: *Tomball*
By Kyla Bayang
Imprint: Arcadia Publishing
ISBN: 9781467161725
Price: \$24.99
Publication date: 01/07/2025

Join Us for the Book Launch!
January 11, 2025 – 10:30am – 12pm
Tomball Community Library - 30555 Tomball Parkway

Charleston, SC—Arcadia Publishing is pleased to announce the publication of *Tomball*, a new history of the area by author Kyla Bayang.

About the Book

In the mid-1830s, German pioneers found an area 30 miles north of Houston thriving with pure water, an abundance of timber, and rich agricultural resources. In 1838, the Republic of Texas granted to serviceman William Hurd 320 acres. In the early 1900s, the nucleus of the landscape caught the eye of the Trinity & Brazos Railroad as a favorable stop to the Port of Houston. For 25 years, the town prospered as a major rail stop for commodities from all around the area. In May 1933, oil was struck, which catapulted the small town into one of the largest producing oil fields in the South. The oil boom created a community that has thrived on small-town culture with a melting pot of heritages. Former and current residents alike share a deep-rooted sense of community and are proud to call Tomball their “Hometown with a Heart.”

About the Author

Descendants of early pioneers and Lone Star College–Tomball Community Library staff have collected community photographs to share these historic hometown images.

About Arcadia Publishing

Arcadia Publishing is the nation’s leading publisher of books of local nonfiction and rarely explored pockets of history. Our mission is to connect people with their past, with their communities and with one another. Arcadia has a catalog of thousands of titles exploring the story of America one city, state, or county at a time.

City Council Meeting Agenda Item Data Sheet

Meeting Date: January 6, 2025

Topic:

Upcoming Events:

- January 9, 2025 – Kaffeeklatsch 8:30 a.m. to 10:00 a.m. @ Tomball Community Center Room A
- January 11, 2025 – “Tomball” book launch 10:30 am to 12 pm @ Tomball Community Library
- January 25, 2025 – Harris County Sheriff's Office Junior Mounted Posse Relay Ride 9:00 a.m. to 10:00 a.m. @ Tomball Depot Plaza

Background:

Origination: Marketing Department

Recommendation:

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

Chrislord Templonuevo, Marketing Director

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member Date

Approved by _____
City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: January 6, 2025

Topic:

Adopt, on Second Reading, Ordinance No. 2024-38, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 18, Environment, by adding a new Article XI, Tree preservation; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters

Background:

First Reading approved during the December 16, 2024, Regular City Council meeting.

Origination: Community Development Department

Recommendation:

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E.

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed Sasha Luna Approved by _____
Staff Member Date City Manager Date

ORDINANCE NO. 2024-38

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 18, ENVIRONMENT, BY ADDING A NEW ARTICLE XI, TREE PRESERVATION; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SEVERABILITY, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas, finds that it is in the best interest of the health, safety and welfare of the citizens to add tree preservation provisions as set forth herein; now therefore,

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

Section 1. The facts and matters contained in the preamble to this ordinance are hereby found to be true and correct.

Section 2. The Code of Ordinances is amended by adding a new Article XI, Tree preservation to read as follows:

Sec. 18-339.-Purpose.

The purpose of this section is to preserve, protect, and enhance existing trees and mitigate the effects of tree removal within the City of Tomball. Trees, particularly native species, add natural beauty and distinct local character, add shade, promote water conservation, provide locations for habitat, and increase property values. The provisions of this section are intended to support the long-term viability of healthy trees and promote natural ecological, environmental, and aesthetic quality in the community.

Sec. 18-340.-Applicability.

The provisions of this section shall apply to all property within the city limits.

Sec. 18-341.-Exemptions.

Exemptions from the requirements of this section are as follows:

- (a) Trees that the Director of Community Development or their designee determine are dead, diseased, in severe decline, or deemed a safety hazard. The property owner or developer can elect to hire a certified Urban Forester, Landscape Architect, or Arborist to confirm or reverse the City's determination.
- (b) Trees within existing and proposed public rights-of-way, utility easements, and fire lanes.
- (c) Or as otherwise exempt under applicable law, including Section 212.905 of the Texas Local Government Code.

Sec. 18-342.-Appeals.

The City Council shall consider appeals if it determines that compliance with this section creates an undue hardship for the applicant. An applicant may submit an alternative plan or request relief from compliance as part of an appeal application.

Sec. 18-343.-Definitions.

Caliper inch. The diameter of the trunk of a tree as measured at twelve (12) inches above grade. This measurement method is used for replacement trees.

Diameter inch (diameter breast-height). The diameter of the trunk measured four-and-one-half feet (54 inches) above grade. This measurement method is used for mature trees during a tree survey.

Clear-cutting. The indiscriminate cutting, plowing, or grubbing of trees without regard to type or size for the purpose of clearing the land.

Critically alter. Uprooting, removing the canopy or severing the main trunk of a tree, or causing damage which may cause a tree to die. This includes but is not limited to the removal of a tree from a property, damage inflicted upon a tree by machinery, storage of materials or the compaction of soil above the root system of a tree, a change in the natural grade above the root system of a tree, or excessive pruning.

Drip line. An imaginary line extending from the external boundary of a tree's canopy to the ground.

Mitigation. The method by which trees are replaced is either through replanting on the subject property, planting or transplanting to another location or same property, or through payment of fees-in-lieu of replanting approved by the City.

Parcel of land. Land in the City of Tomball which has been platted or not platted.

Protective fencing. Chain link, silt fence, or other fencing used to protect preserved trees during construction activities.

Protected tree. Any tree species listed in the City of Tomball Tree List (Table 18-344.1) that measures 18 diameter inches or larger. Species not listed in Table 18-344.1 do not require protection or replacement.

Tree, dead (or declining). A tree that is dead or in severe decline with substantial structural defects, no remedial options available, and no chance of recovery.

Tree, replacement. Trees planted to mitigate the loss of trees during development.

Tree fund. A City-administered fund established for collection of fees-in-lieu or replacement trees paid as mitigation and may include other contributions made in support of tree protection efforts.

Tree Survey. A plan or drawing to scale that identifies the exact size, location, condition (healthy, dead, or declining), and species of protected trees and the disposition of each protected tree during development. The plan shall indicate whether each protected tree is to be preserved or removed. The plan shall indicate the location and types of treatments to be utilized to protect trees during development such as fencing, mulching, root pruning, and other measures.

Sec. 18-344.-Protected tree species.

The requirements for tree replacement and mitigation as outlined in this section apply only to the trees listed in the City of Tomball Tree List (Table 18-344.1).

Table 18-344.1

City of Tomball Tree List	
American Elm	Overcup Oak
American Holly	Pecan
American Sycamore	Pin Oak
Aristocrat Pear	Possumhaw Holly
American Sweetgum	Redbud
Arizona Cypress	Red Maple
Bald Cypress	River Birch
Black Gum	Sawtooth Oak
Boxelder	Shumard Oak
Bradford Pear	Slippery Elm
Bur Oak	Southern Magnolia
Cedar	Southern Sugar Maple
Cedar Elm	Swamp Chestnut Oak
Eastern Black Walnut	Sweet Gum
Eastern Red Cedar	Sycamore
Green Ash	Texas Red Oak
Lacebark Elm	Tulip Tree
Laurel Oak	Tulip Tree Liriodendron
Leyland Cypress	Water Oak
Live Oak	White Ash
London Plane Tree	White Oak
Magnolia	Willow Oak

Sec. 18-345.-Tree removal permit.

- (a) Tree removal permit required. A tree removal permit is required for the removal of any protected tree within the City of Tomball.
- (b) Tree Removal Permit Application. A tree removal permit application and any associated permit application fees established by the City shall be submitted to the Community Development Department in conformance with the requirements of this section.
- (c) Approval. The Director of Community Development or their designee shall have the authority to issue a Tree Removal Permit if it complies with all the requirements of this Code.
- (d) Expiration. A Tree Removal Permit shall expire two years after its issuance.

Sec. 18-346.-Tree survey.

(a) Tree survey required.

At the discretion of the Director of Community Development or designee, a tree survey may be required prior to the removal of any protected trees. If required, the tree survey shall be performed by a certified Urban Forester, Landscape Architect, or Arborist. The submitted tree survey shall include the exact size, location, condition (healthy, dead, or declining), and species of each tree that measures 18 caliper inches or larger and is listed on the City of Tomball Tree List (Table 18-344.1). It is recommended that the tree survey includes trees on the City of Tomball Tree List that measure eight (8) caliper inches or larger to retain eligibility for preserved tree credits according to Section 18-349. – Tree Preservation Incentives and Chapter 50.

(b) Tree survey requirements.

The tree survey shall be submitted on a scaled drawing of the property which includes the following information:

- (1) A vicinity map locating the property within the community;
- (2) The boundaries of the property and its calculated area;
- (3) The location of all existing streets, drainage and utility easements that are on or adjacent to the property;
- (4) The location of any required buffer zones;
- (5) Include all protected trees 18-inch diameter or larger and all trees 8-inch diameter or larger that are listed on the City of Tomball Tree List that will be preserved for tree credits. Each protected tree that is individually located by the survey will need to be flagged with blue plastic flagging. The tree survey submittals must include a table cross referenced to the diagram with the identification number, species, and diameter; and
- (6) Location of tree protection fencing installed at the edge of the drip line.

(c) Alternatives to a tree survey.

- (1) No Protected Trees on Site. In lieu of a tree survey, the applicant may submit an affidavit from a certified Urban Forester, Landscape Architect, or Arborist certifying that there are no protected trees on the property or all protected trees on the property are entirely dead or in severe decline. The affidavit shall be approved by the Director of Community Development or their designee to be accepted as an alternative to the required tree survey.

(2) Preservation areas. In lieu of a tree survey, the applicant may submit a landscape plan together with the plat submittal or a tree removal permit depicting no-disturbance preservation areas that include substantial existing tree canopy coverage that will not be disturbed or critically altered during grading or construction, with the following conditions:

- (a) The no-disturbance preservation areas shall constitute a minimum of 20% of the parcel area.
- (b) To confirm the existence of substantial existing tree canopy coverage in the designated areas, the submittal shall include aerial photographs and on-site photos.
- (c) Trees within the designated areas do not need to be identified as a protected tree species.

Sec. 18-347.-Buffer zones.

For plats submitted after the effective date of this provision that are adjacent to existing properties zoned for residential uses that are not part of the new subdivision, a buffer zone is required in the new subdivision along the common boundary between the new subdivision and the existing residential zone. The buffer zone shall be established as a platted reserve restricted exclusively for trees and landscaping, being a strip not less than 18 feet deep running parallel and adjacent to the common boundary and not less than 15 feet deep behind the back line of any easement or series of abutting parallel easements along the common boundary. Outside of any existing or proposed easement within the buffer zone, all trees and underbrush within this buffer zone, if they exist, are subject to mandatory preservation.

Exemptions from the buffer zone requirements include:

- (a) Subdivisions that are less than five acres in size; and
- (b) Replats of existing subdivisions where the boundary between the subdivision being replatted and the existing residential zone is unchanged and where additional lots are not being created along the boundary.

Sec. 18-348.-Tree Replacement Standards

- (a) Mitigation of Removed Trees. Protected trees meeting the minimum size and species requirements shall be replaced at a rate of 1 inch caliper of new trees for every 1-inch diameter of protected trees removed. The total number of caliper inches required to be mitigated shall not exceed 100 caliper inches per acre.
- (b) Replacement Tree Size. All replacement trees required per the mitigation ratio shall be a minimum of four (4) caliper inches. Trees must be a species listed in City of Tomball Tree List (Table 18-344.1).

(c) Landscape Credit. Replacement trees that are planted on site as mitigation for removal of protected trees are eligible to be counted toward the landscaping requirements of Chapter 50.

(d) Timing of Mitigation Compliance.

(1) Replacement trees shall be planted within 90 days of issuance of the tree removal permit. If the replacement trees cannot be planted within 90 days, the Director of Community Development or their designee may approve a delay in replacement of up to six months after the date of tree removal permit issuance.

(2) If an applicant cannot replace the mitigation trees required or gain approval to plant on an alternate site, a fee-in-lieu payment into the tree fund shall be required before the tree removal permit can be issued.

Sec. 18-349.-Tree Preservation Incentives

(a) Preserved Tree Credits. Trees listed in the City of Tomball Tree List (Table 18-344.1) that are preserved onsite and measure eight (8) diameter inches or greater may be credited toward the replacement trees required for mitigation or toward the landscape requirements in Chapter 50.

(b) Preserved tree credits will be granted according to the standards set out in Table 18-349.1.

Table 18-349.1

Preserved Tree Size (in diameter inches)	Credits Toward Replacement Tree Requirement (Mitigation)
8” – 11”	8 caliper inches
12” – 17”	12 caliper inches

(c) Code Conflicts. In certain cases, the preservation of protected trees may be desirable enough to take priority over full compliance of certain conflicting subdivision and zoning regulations, including, but not limited to, setbacks, lot design standards, building heights, sidewalks, lighting, signage, parking spaces, parking lot design, and driveway separation. When a conflict exists between the preservation of a protected tree and the provisions of subdivision or zoning ordinances, the applicant may request an alternative standard or design. The applicant’s request may be considered and approved by the Director of Community Development or their designee, provided that a reasonable application of public health and safety standards are maintained with the proposed design.

Sec. 18-350.-Alternative Mitigation Methods

(a) Fee-in-Lieu payment. If replacement tree plantings cannot be fully accommodated on site with adequate space and conditions for long-term health, then an alternative fee-in-lieu payment to the Tree Mitigation Fund, which is hereby established, may be considered. If

the applicant can demonstrate every effort has been made to plant the required replacement trees on site, the Director of Community Development or their designee may consider a fee-in-lieu payment for the remaining balance of replacement tree value. Payments to the fund will be on a per caliper inch basis at a rate established in the City's Master Fee Schedule. Replacement trees and fee-in-lieu payments may be combined to satisfy the requirement.

- (b) Off-site mitigation. If replacement tree plantings cannot be fully accommodated on site, then replacement trees may be proposed to be planted in a location mutually agreed upon by the Director of Community Development or their designee and the applicant, including parks and other public places such as streets, medians, and other common open spaces.

Sec. 18-351.-Tree Mitigation and Enforcement Funds

- (a) The Director of Community Development or their designee shall establish a dedicated account to be known as the Tree Mitigation Fund.
 - (1) Mitigation fees paid as provided by Section 18-350 – Alternative Mitigation Methods of this article shall be recorded for the benefit of the fund and accounted for in a manner that distinguishes such funds from other general funds of the city. The balance of such fund remaining at the end of each fiscal year shall be appropriated as the beginning balance of the fund for the following fiscal year. The assets of the fund may be used as provided by this section, and for no other purpose.
 - (2) The assets of the fund shall be expended to purchase and plant new trees in public parks, parkways, medians and rights-of-way of public streets and upon the grounds of other public property of the city. Planting costs payable from the fund include the installation of related irrigation equipment and other measures necessary to protect and subsequent maintenance following planting. An amount not to exceed 20 percent of the fund balance at the beginning of each fiscal year may be expended to promote public awareness of the objectives of this article, including Earth Day, or Arbor Day programs for the distribution of sapling trees to the general public.
 - (3) The Director of Community Development or their designee shall establish a dedicated account to be known as the Tree Enforcement Fund.
 - (a) Penalties for violations paid shall be recorded for the benefit of the fund and accounted for in a manner that distinguishes such funds from other general funds of the City. The balance of such fund remaining at the end of each fiscal year shall be appropriated as the beginning balance of the fund for the following fiscal year. The assets of the fund may be used as provided by this section, and for no other purpose.
 - (b) The assets of the fund can be expended to hire or contract with a certified Urban Forester, Landscape Architect, or Arborist to help with enforcement, inspections and reviews as well as to promote public awareness of the

objectives of this article and may be used for necessary expenses, equipment, or contractual obligations related to the enforcement of this article.

Section 3. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 4. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any 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. 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 16th DAY OF December 2024.

COUNCILMAN FORD	<u>YEA</u>
COUNCILMAN GARCIA	<u>YEA</u>
COUNCILMAN DUNAGIN	<u>YEA</u>
COUNCILMAN COVINGTON	<u>YEA</u>
COUNCILMAN PARR	<u>ABSENT</u>

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE ____ DAY OF _____ 2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

LORI KLEIN QUINN, Mayor
City of Tomball

ATTEST:

Tracy Garcia, City Secretary
City of Tomball

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 6, 2025

Topic:

Adopt, on Second Reading, Ordinance No. 2024-40, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately a 1.800-acre tract of land situated in the John M. Hooper Survey, Abstract No. 375 from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located at 14615 FM 2920, within the City of Tomball, Harris County, Texas; 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.

Background:

Public Hearing was held and First Reading approved during the December 16, 2024, Regular City Council meeting.

On December 9th, the Planning & Zoning Commission conducted a public hearing and considered the rezoning case. Topics of discussion included access to the site, drainage, and compatibility with the Comprehensive Plan’s Future Land Use Plan. The Planning & Zoning Commission unanimously recommended approval.

Origination: Indus Equities LLC, represented by Windrose Land Services

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account: # _____ To Account: # _____

Signed: _____ **Approved by:** _____
Staff Member Date City Manager Date

ORDINANCE NO. 2024-40

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY A 1.800-ACRE TRACT OF LAND SITUATED IN THE JOHN M. HOOPER SURVEY, ABSTRACT NO. 375 FROM THE AGRICULTURAL (AG) ZONING DISTRICT TO THE COMMERCIAL (C) ZONING DISTRICT. THE PROPERTY IS LOCATED AT 14615 FM 2920, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; 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.

Whereas, Indus Equities LLC, represented by Windrose Land Services, request to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.800 acres of land legally described as being a 1.800-acre tract of land situated in the John M. Hooper Survey, Abstract No. 375 from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located at 14615 FM 2920, within the City of Tomball, Harris County, Texas (the “Property”); and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within three hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City’s receipt of the requested rezoning; and

Whereas, the City Council deems it appropriate to grant the requested rezoning.

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

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

Section 2. The rezoning classification of the Property is hereby changed and is subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as hereby stated, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any rea

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 any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any 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 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON 16th DAY OF December 2024.

COUNCILMAN FORD	<u>YEA</u>
COUNCILMAN GARCIA	<u>YEA</u>
COUNCILMAN DUNAGIN	<u>YEA</u>
COUNCILMAN COVINGTON	<u>YEA</u>
COUNCILMAN PARR	<u>ABSENT</u>

SECOND READING:

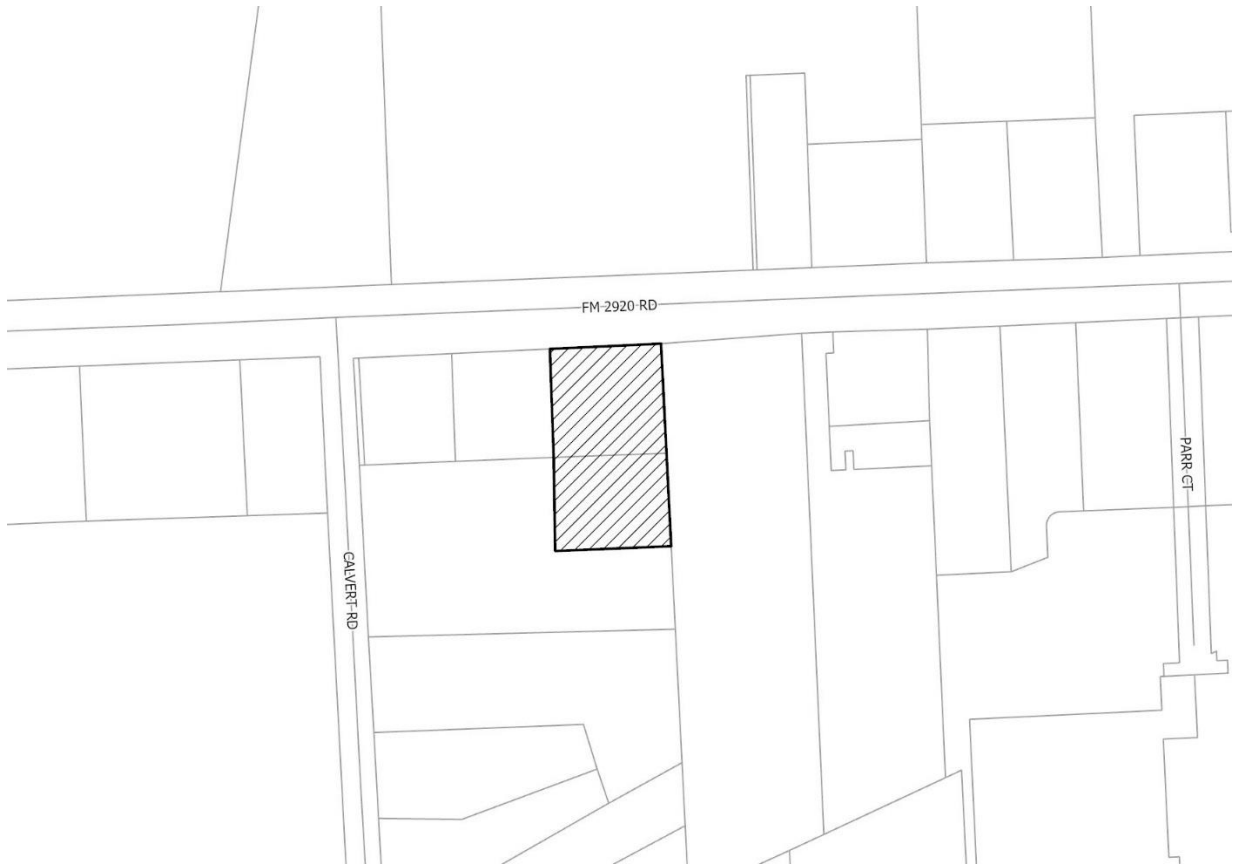
READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2025.

COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary



**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
DECEMBER 9, 2024
&
CITY COUNCIL
DECEMBER 16, 2024**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, December 9, 2024, at 6:00 P.M.** and by the City Council of the City of Tomball on **Monday, December 16, 2024, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case Z24-19: Request by Anna M. Rumfolo, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 5.2907 acres of land legally described as being a 4.1037 acre tract of land situated in the Chauncy Goodrich Survey, Abstract No. 311 and 1.187 acres of the abandoned portion of Old Tomball-Waller Road from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 15920 FM 2920, within the City of Tomball, Harris County, Texas.

Zoning Case Z24-20: Request by Indus Equities LLC, represented by Windrose Land Services, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.800 acres of land legally described as being a 1.800-acre tract of land situated in the John M. Hooper Survey, Abstract No. 375 from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 14615 FM 2920, within the City of Tomball, Harris County, Texas.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Administrative Services Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Benjamin Lashley, at (281) 290-1477 or at blashley@tomballtx.gov.

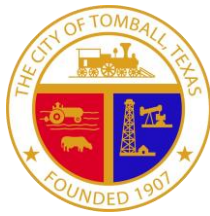
CERTIFICATION

I hereby certify that the above notice of the 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 6th day of December 2024 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley

Benjamin Lashley
Assistant City Planner

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) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z24-20

11/20/2024

The Planning & Zoning Commission will hold a public hearing on **December 9, 2024 at 6:00 PM**, in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas to recommend approval or denial to City Council on a request by Indus Equities LLC, represented by Windrose Land Services, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.800 acres of land legally described as being a 1.800-acre tract of land situated in the John M. Hooper Survey, Abstract No. 375 from Agricultural (AG) to the Commercial (C) zoning district. The property is located at 14615 FM 2920, within the City of Tomball, Harris County, Texas.

This hearing is open to any interested person. Opinions, objections, and/or comments relative to this matter may be expressed in writing or in person at the hearing. At the bottom of this letter is a form that you may cut off, fill out, and mail. Comments are also accepted by email as listed below. All responses must be signed.

The attached map shows the area of this request. Only the area which is highlighted in green on the map is being considered for **re-zoning**. The hatched area is the notification area. All owners of property within 300-feet of the subject property, as indicated by the most recently approved city tax roll, are required to be notified. Whether approved or denied by the Planning & Zoning Commission, this case will be heard by the City Council for First Reading with public hearing on **December 16, 2024 at 6:00 PM** in the City Council Chambers at City Hall, 401 Market Street, Tomball, Texas.

If you have any questions please contact Benjamin Lashley, Assistant City Planner, by telephone (281-290-1477) or by email address blashley@tomballtx.gov.

For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z24-20

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

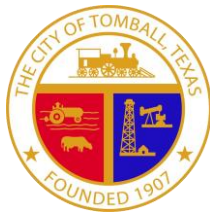
Name:
Parcel I.D.:
Address:
Mailing To: Community Development Department
501 James St., Tomball TX 77375
Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: _____

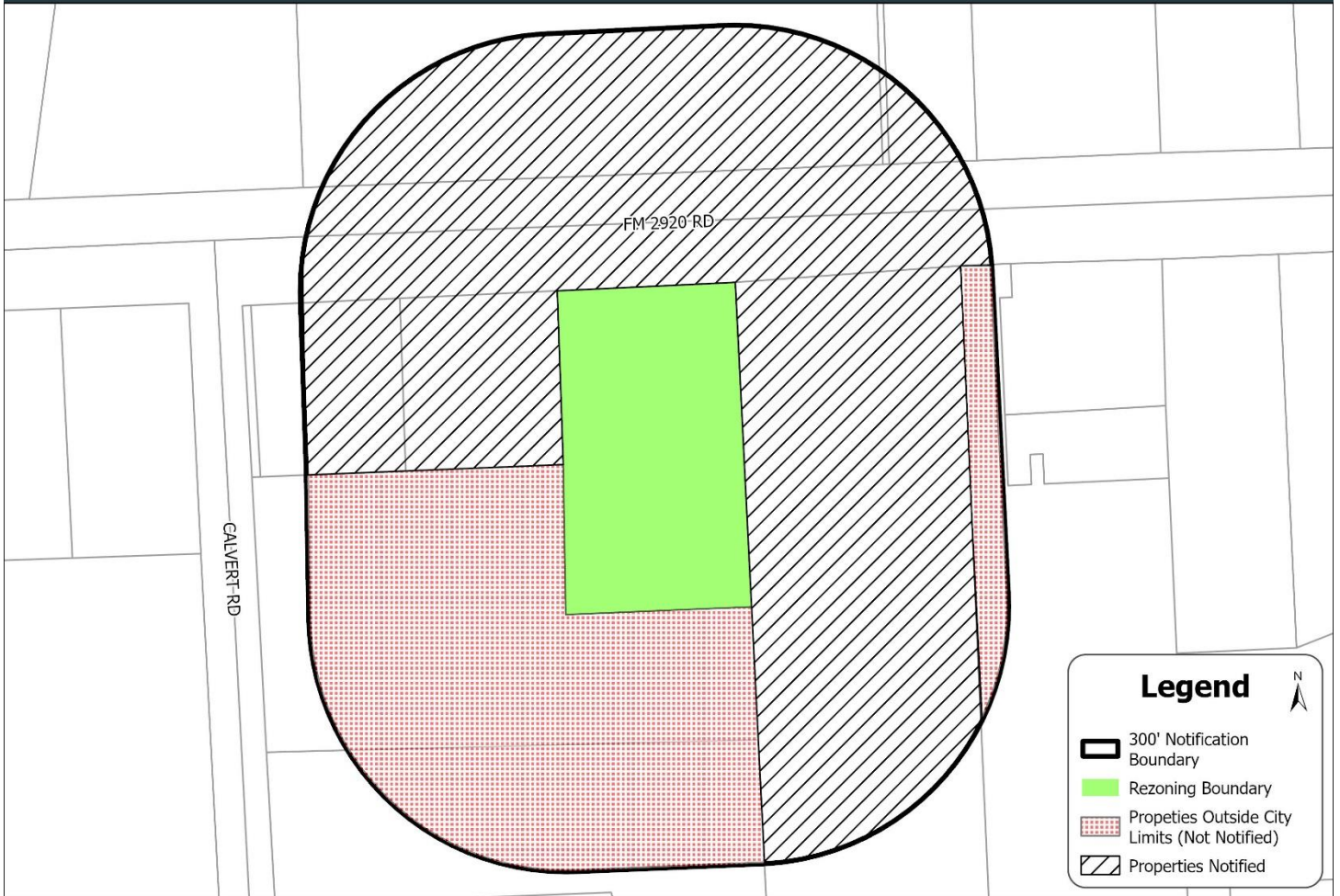


*City of Tomball
Community Development Department*

Z24-20



Notification Boundary



For the PLANNING & ZONING COMMISSION
Please call (281) 290-1477 if you have any questions about this notice.

CASE #: Z24-20

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: INDUS EQUITIES LLC
Parcel I.D.: 0430410000183
Address: 14615 FM 2920 RD

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: Deepthi

501 James Street • TOMBALL, TEXAS 77375

CASE #: Z24-20

You may indicate your position on the above request by detaching this sheet at the dotted line and returning it to the address below. You may attach additional sheets if needed. You may also email your position to the email address listed below. All correspondence must include your name and address.

Name: INDUS EQUITIES LLC

Parcel I.D.: 0430410000184

Address: 14615 FM 2920

Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

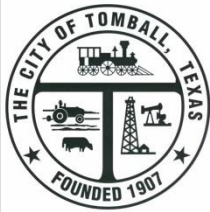
I am in favor

I am opposed

Additional Comments:

Signature:  _____

501 James Street • TOMBALL, TEXAS 77375



**Rezoning
Staff Report**

Planning & Zoning Commission Public Hearing Date: December 9, 2024
City Council Public Hearing Date: December 16, 2024

Rezoning Case: Z24-020
Property Owner(s): Indus Equities, LLC
Applicant(s): Windrose Land Services
Legal Description: A 1.800-acre tract of land situated in the John M. Hooper Survey, Abstract No. 375
Location: 14615 FM 2920 (Exhibit “A”)
Area: 1.800 acres
Comp Plan Designation: Corridor Commercial (Exhibit “B”)
Present Zoning: Agricultural (AG) District (Exhibit “C”)
Request: Rezone from the Agricultural (AG) to the Commercial (C) District

Adjacent Zoning & Land Uses:

North: Commercial (C) / Undeveloped land
South: Tomball’s Extraterritorial Jurisdiction (ETJ) / PT Welding & Custom Fabrication
East: Commercial (C) / Undeveloped land
West: Commercial (C) and Tomball’s ETJ / Moore Supply Co. and undeveloped land

BACKGROUND

The subject property currently has an approximately 13,000 square foot building on site, with over half of the property being undeveloped. The property was once home to the Gospel Assembly Church but has been unoccupied in recent years. This request aims to allow for the development of a multi-tenant retail center and car wash.

ANALYSIS

Comprehensive Plan Recommendation: The property is designated as “Corridor Commercial” by the Comprehensive Plan’s Future Land Use Map. The Corridor Commercial category is intended for predominantly nonresidential uses along high-traffic, regionally serving thoroughfares.

According to the Comprehensive Plan, land uses should consist of regional commercial businesses, professional offices, multi-family, retail, entertainment, dining, hotels, and brew pubs/distilleries. Appropriate secondary uses include private gathering spaces, local utility series, government facilities, and transportation uses.

The Comprehensive Plan identifies the following zoning districts as compatible with the Corridor Commercial category: Office (O), General Retail (GR), Commercial (C), Mixed Use (MU), and Multi-family (MF). Also identified in the Comprehensive Plan is development guidance, which focuses on providing primary access from an arterial street while incorporating safe and comfortable pedestrian enhancements.

Staff Review Comments: The request to rezone the subject property to the Commercial (C) district is in conformance with the Future Land Use Plan. Furthermore, the subject property will have frontage onto FM 2920 which is designated as a Major Arterial on Tomball’s Major Thoroughfare Plan. Roadways such as this are designed to accommodate the volume and character of traffic that can be expected within the Commercial District. The approval of the requested rezoning will promote a new development that is consistent with the type of development patterns and character endorsed by the Future Land Use Plan for this area.

PUBLIC COMMENT

A Notice of Public Hearing was published in the paper and property owners within 300 feet of the project site and within the city limits were mailed notification of this proposal on November 20, 2024. Any public comment forms will be provided in the Planning & Zoning Commission and City Council packets or during the public hearing.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City Staff recommends approval of Zoning Case Z24-020.

EXHIBITS

- A. Aerial Location Map
- B. Future Land Use Plan
- C. Zoning Map
- D. Site Photos
- E. Rezoning Application

Exhibit "A"
Aerial Location Map



Location

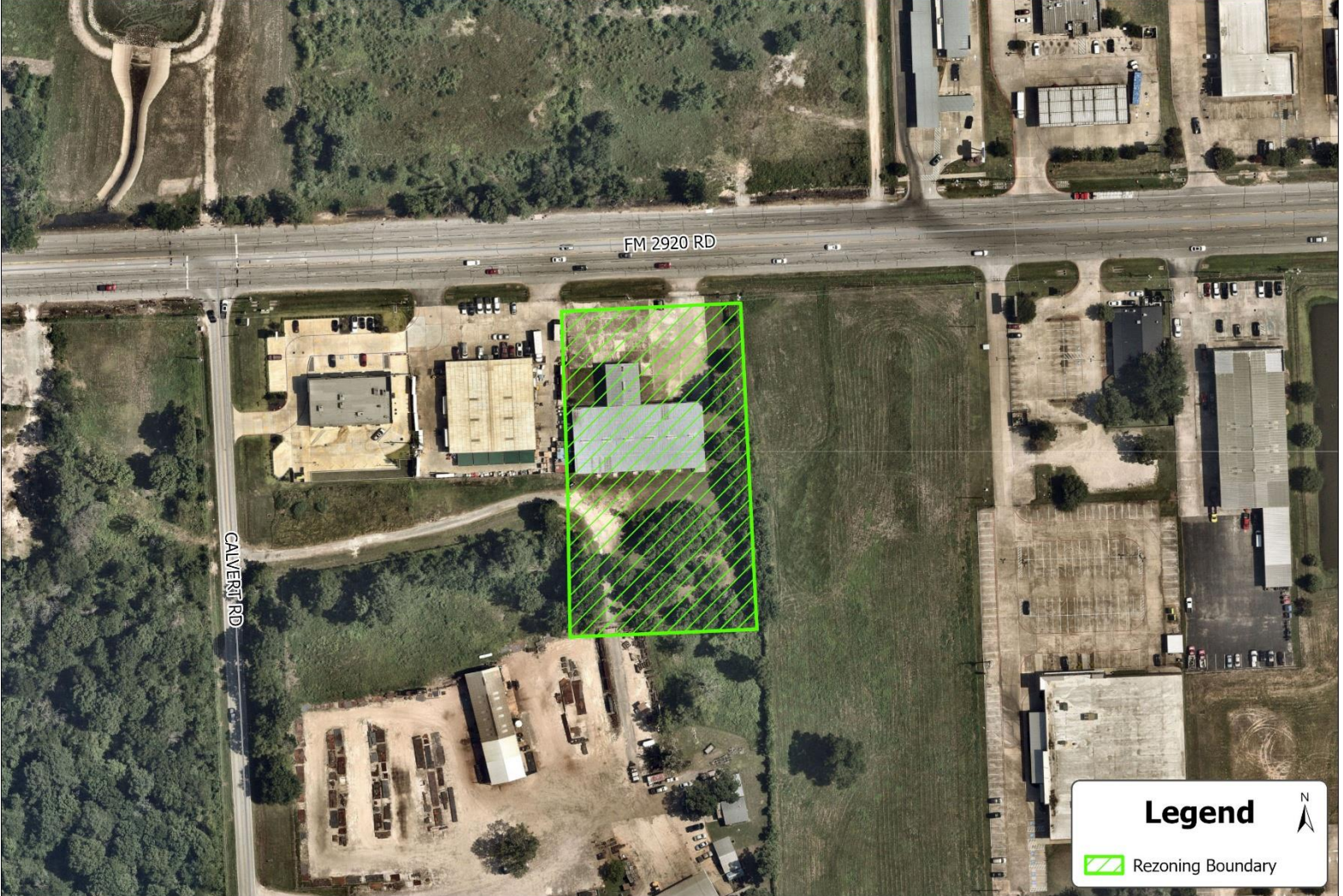


Exhibit "B"
Future Land Use Plan



Future Land Use

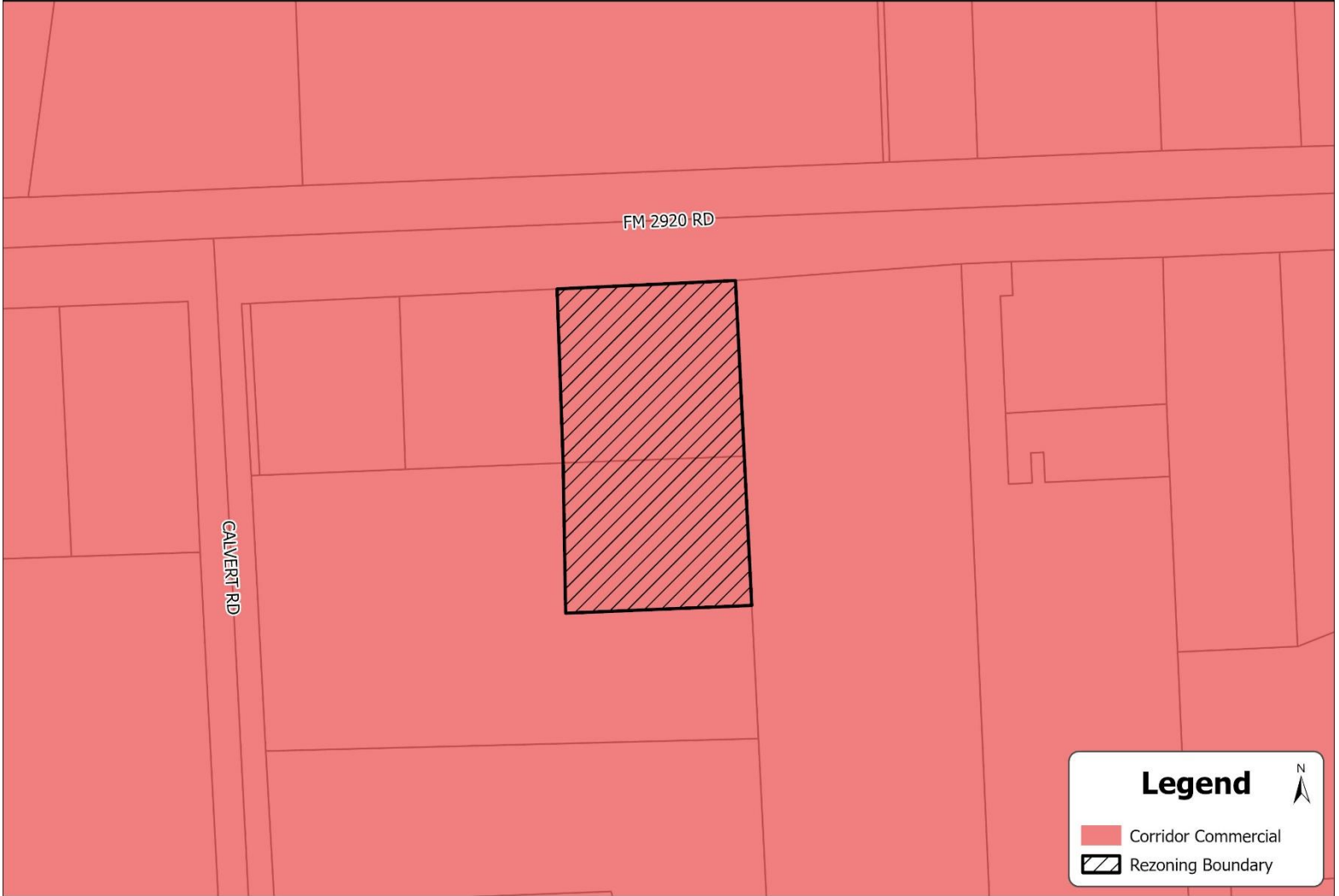


Exhibit "C"
Zoning Map



Zoning

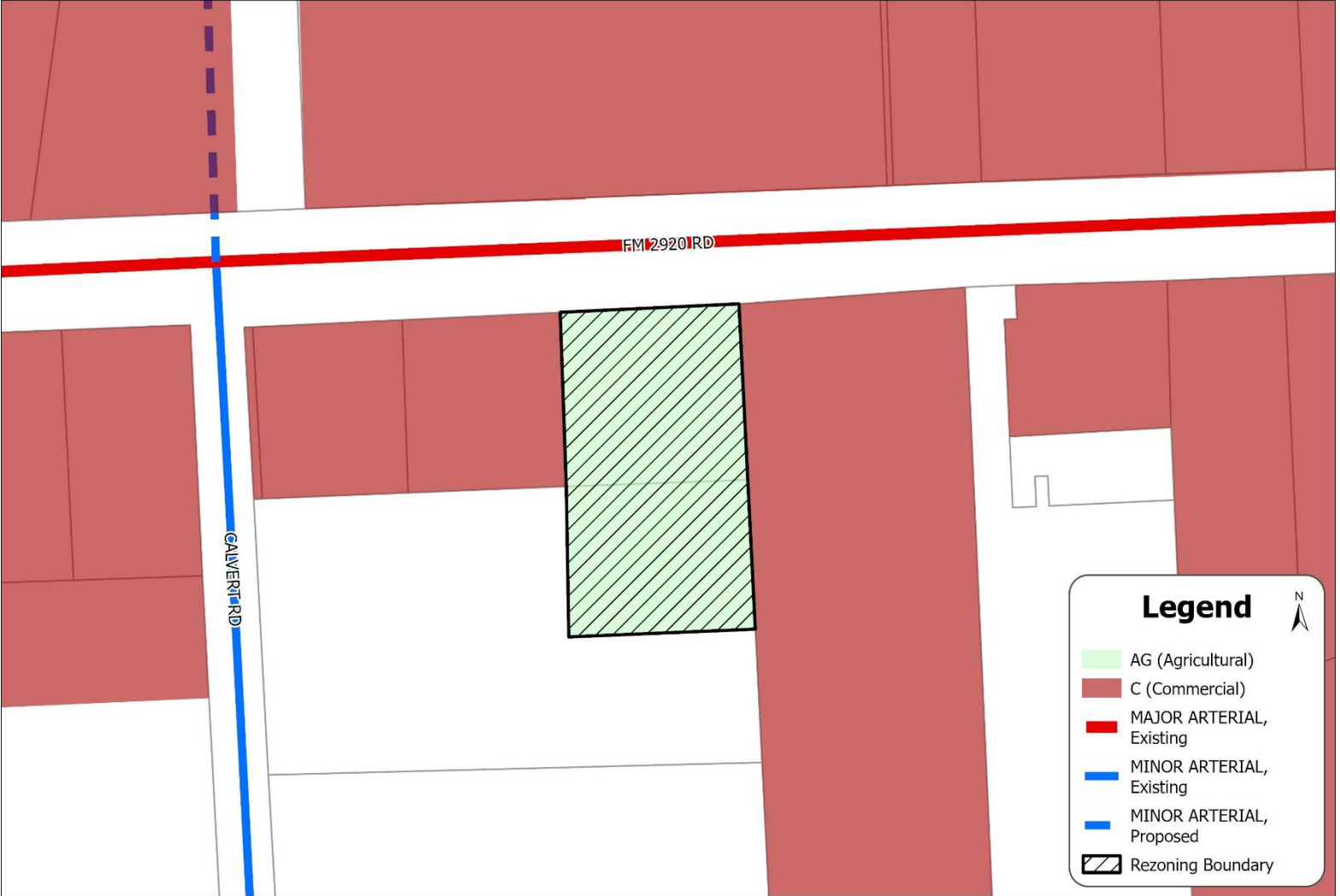


Exhibit "D"
Site Photo(s)

Subject Site



Neighbor (North)



Neighbor (South)



Neighbor (East)



Neighbor (West)



Exhibit "E"
Rezoning Application

Revised: 08/25/2023



APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

APPLICATION REQUIREMENTS: Applications will be *conditionally* accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

FEES: Must be paid at time of submission or application will not be processed.

- \$1,000.00 fee for requests to rezone to standard zoning districts
- \$1,500.00 fee for request to rezone to Planned Development districts.

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

Name: Windrose Land Services Title: Project Manager
Mailing Address: 5353 W Sam Houston Pkwy N, Suite 150 City: Houston State: TX
Zip: 77041 Contact: Lucy Magana
Phone: (713) 458-2281 Email: lucy.magana@windroseservices.com

Owner

Name: Indus Equities LLC Title: _____
Mailing Address: 14518 Winding Springs Dr City: Cypress State: TX
Zip: 77429 Contact: Nandu Konat
Phone: (713) 591-5146 Email: nandu.konat@gmail.com

Engineer/Surveyor (if applicable)

Name: Windrose Land Services Title: Platting Manager/ Surveyor
Mailing Address: 0430410000184 City: Houston State: TX
Zip: 77041 Contact: Matthew Carpenter
Phone: (713) 458-2281 Fax: () Email: matt.carpenter@windroseservices.com

Description of Proposed Project: To create 1 commercial Lot and rezone from AG to Commercial.

Physical Location of Property: 14615 F.M. 2920, Tomball, TX, 77377
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: John. M. Hooper Survey, Abstract No. 375
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: (C) : Commercial

Current Use of Property: Parcel ending in 184 is a Church - Not in use & the other parcel ending in 183 is land only.

Proposed Zoning District: (C) : Commercial

Proposed Use of Property: Express Car Wash - Repurpose building to retail/ office

HCAD Identification Number: _____ Acreage: 1.800

Please note: A courtesy notification sign will be placed on the subject property during the public hearing process and will be removed when the case has been processed.

This is to certify that the information on this form is COMPLETE, TRUE, and CORRECT and the under signed is authorized to make this application. I understand that submitting this application does not constitute approval, and incomplete applications will result in delays and possible denial.

Lucy Magana 10/7/24
Signature of Applicant Date

[Signature] 10/7/24
Signature of Owner Date

Submittal Requirements

The following summary is provided for the applicant's benefit. However, fulfilling the requirements of this summary checklist does not relieve the applicant from the responsibility of meeting the regulations in the Zoning Ordinance, subdivision regulations, and other development related ordinances of the City of Tomball.

Applications must be received by the City of Tomball at least 40 calendar days prior to the City Planning and Zoning Commission hearing date.

- **Application Fee: \$1,000.00 (standard zoning) or \$1,500.00 (PD zoning)**
- **Completed application form**
- ***Copy of Recorded/Final Plat**
- **Letter stating reason for request and issues relating to request**
- **Conceptual Site Plan (if applicable)**
- **Metes & Bounds of property**
- **Payment of all indebtedness attributed to subject property must be paid with application or an arrangement in accordance with Section 50-36(a)(3) of the Code of Ordinances as cited below:**

(No person who owes delinquent taxes, delinquent paving assessments, or any other fees, delinquent debts or obligations or is otherwise indebted to the City of Tomball, and which are directly attributed to a piece of property shall be allowed to submit any application for any type of rezoning, building permit, or plan review until the taxes, assessments, debts, or obligations directly attributable to said property and owed by the owner or previous owner thereof to the City of Tomball shall have been first fully discharged by payment, or until an arrangement satisfactory to the City has been made for the payment of such debts or obligations. It shall be the applicant's responsibility to provide evidence of proof that all taxes, fees, etc.. have been paid, or that other arrangements satisfactory to the City have been made for payment of said taxes, fees, etc.)

The City's staff may require other information and data for specific required plans. Approval of a required plan may establish conditions for construction based upon such information.

***Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an unplatted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (same metes and bounds description) as it currently is described prior to August 15, 1983, the date the City adopted a subdivision ordinance.

Application Process

1. The official filing date is the date the application and fee are received by the City.
2. The City will review the application for completeness and will notify the applicant in writing within 10 days if the application is deemed incomplete.
3. Property owners within two-hundred (300) feet of the project site will be notified by letter within 10 calendar days prior to the public hearing date and legal notice will appear in the official newspaper of the City before the eighth calendar day prior to the date of the hearing.
4. A public hearing will be held by the Planning and Zoning Commission at 6:00 p.m. in the City Council chambers, unless otherwise noted. The Planning and Zoning Commission meetings are scheduled on the second Monday of the month. The staff will review the request with the Commission and after staff presentations the chair will open the public hearing. The applicant will have ten (10) minutes to present the request. The chair will then allow those present in favor of the request and those in opposition to the request to speak. The Commission may then ask staff or anyone present additional questions, after which the Commission may close or table the public hearing. The Commission may then vote to recommend approval or denial to the City Council. The Commission may also table the request to a future date before a recommendation is sent to the City Council.
5. A second public hearing will be scheduled before the City Council after fifteen (15) days of legal notice. The Council meetings are held on the first (1st) and third (3rd) Mondays of the month at 6:00 p.m. in the City Council chambers (401 Market Street, Tomball, Texas, 77375).
6. The City Council will conduct a public hearing on the request in the same manner as the Planning and Zoning Commission. In the event that there has been a petition filed with the City Secretary with twenty percent (20%) of the adjoining property owners in opposition to the subject zoning request, it will require a three fourths (3/4) vote of the full Council to approve the request. Upon approval of the request by the City Council, an amended ordinance shall be prepared and adopted. The ordinance shall have two separate readings and will be effective at such time that it is adopted by City Council and signed by the Mayor and attested by the City Secretary.

FAILURE TO APPEAR: It is the applicant/property owner's responsibility to attend all Planning and Zoning Commission and City Council meetings regarding their case. Failure of the applicant or his/her authorized representative to appear before the Planning and Zoning Commission or the City Council for more than one (1) hearing without approved delay by the City Manager, or his/her designee, may constitute sufficient grounds for the Planning and Zoning Commission or the City Council to table or deny the application unless the City Manager or his/her designee is notified in writing by the applicant at least seventy-two (72) hours prior to the hearing. If the agenda item is tabled the Planning and Zoning Commission shall specify a specific date at which it will be reconsidered.



WINDROSE

LAND SURVEYING | PLATTING

October 7, 2024

City of Tomball
401 Market Street
Tomball, TX 77375
blashley@tomballtx.gov

To Whom It May Concern:

I am enclosing a copy of a proposed plat of **Island Xpress Tomball**. The purpose of the zoning change request is to plat **to create 1 Commercial Lot**. It is currently empty land on HCAD parcel 0430410000184 and HCAD 0430410000183 is a church building, not currently in use. The proposed use of the property would be an Express Car Wash and repurpose building to retail/ office.

If you have any questions or comments, please contact **Lucy Magana at 713-297-8315**.
lucy.magana@windroseservices.com.

Thank you,

Lucy Magana

Lucy Magana

PLATTING PROJECT MANAGER

WINDROSE LAND SURVEYING

5353 W. Sam Houston Pkwy N, Suite 150 Houston, TX 77041

O: [\(713\) 458-2281](tel:7134582281) | D: [\(713\)-297-8315](tel:7132978315)

WINDROSESERVICES.COM | FIRM REGISTRATION NO. 10108800

JOSEPH HOUSE SURVEY
 ABSTRACT NO. 24
 JOHN M. HOOVER SURVEY
 ABSTRACT NO. 275

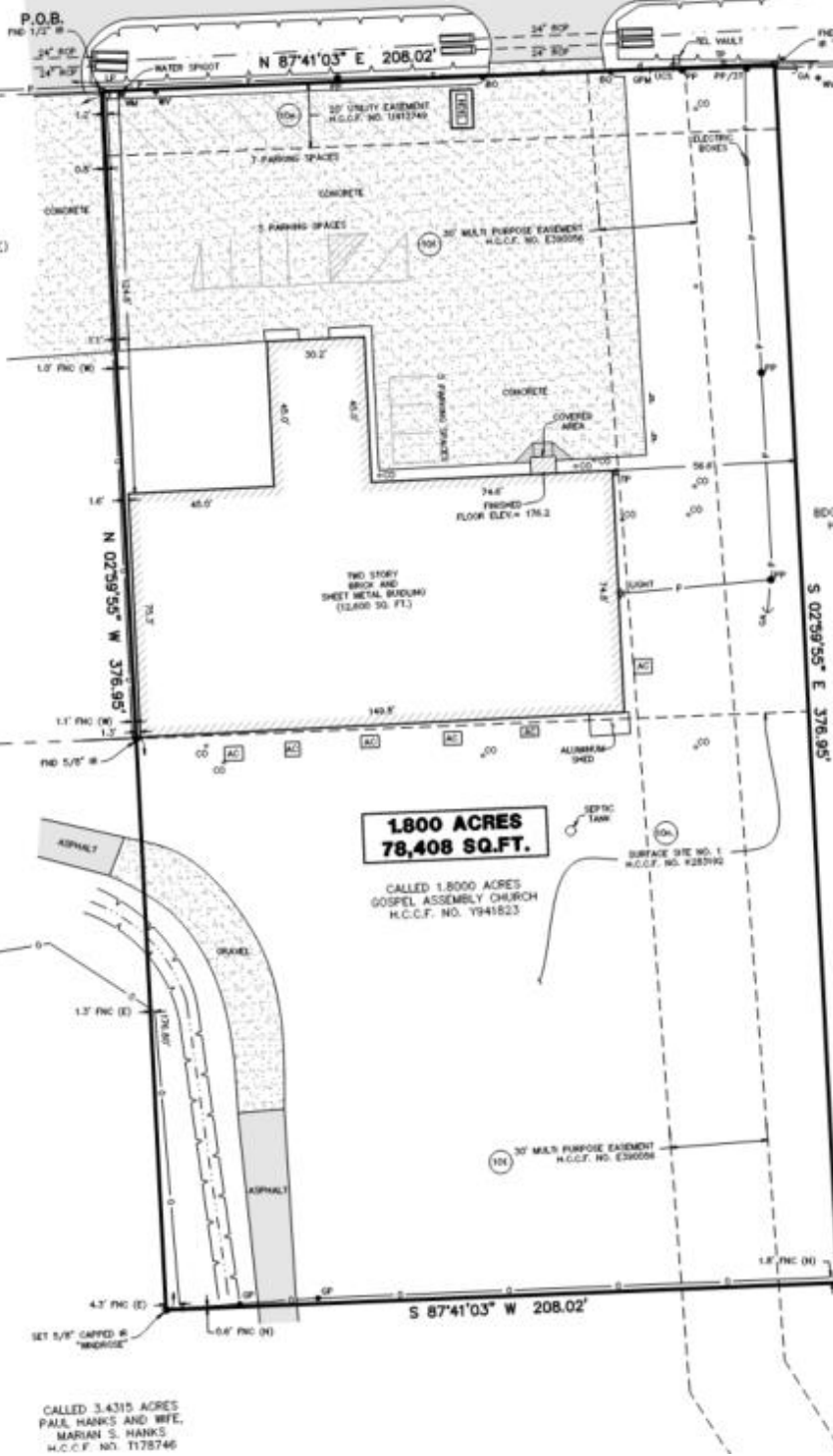
ORTHOGONAL SURVEY LINE

F.M. 2920
 120' R.O.W.
 VOL. 1420, PG. 54, H.C.D.R.
 ASPHALT

P.O.B.
 NO 1/2" #

E 357.94'
 183.94'

LOT 2
 (DEDICATED TO COMMERCIAL USE)
 MELNYK LLC
 H.C.C.F. NO. 20070532968



LEGEND

- * SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS PROJECT
- | | | | |
|--------|----------------------------|----------|-------------------------------------|
| BO | - BOLLARD | PLM | - PIPELINE MARKER |
| EM | - EMBLEM | UD | - UNDERGROUND UTILITY |
| GM | - GAS METER | CL | - CATHODIC PROTECTION |
| GV | - GAS VALVE | MON | - MONITORING POINT |
| FD | - FIRE HYDRANT | P | - PERMANENT MARKER |
| WM | - WATER METER | TC | - TOP OF CURB |
| WV | - WATER VALVE | GT | - GUTTER |
| ICV | - IRRIGATION CONTROL VALVE | TS | - TOP OF GRADE |
| GI | - GRATE INLET | FL | - FLOW LINE |
| GI | - GRATE INLET | HB | - HIGHBANK |
| MH | - MANHOLE | SM | - SANITARY EMBLEM |
| CO | - CLEANOUT | SM | - STORM SEWER |
| TP | - TELEPHONE PEDestal | CMF | - CORRUGATED METAL FENCE |
| EB | - ELECTRIC BOX | CF | - CORRUGATED FENCE |
| TSB | - TRAFFIC SIGNAL BOX | RF | - REINFORCED CONCRETE |
| LP | - LIGHT POLE | TEL | - TELEPHONE |
| TLP | - TRAFFIC LIGHT POLE | SMT | - SOUTHWEST CORNER |
| GL | - GROUND/SPOT LIGHT | WB | - WATER BENCH |
| PP | - POWER POLE | UG | - UNDERGROUND UTILITY |
| PP/T | - POWER POLE W/TRANSFORMER | FO | - FOUNDATION |
| PP/LT | - POWER POLE W/LIGHT | H.C.C.F. | - HARRIS COUNTY CORNER |
| PP/CT | - POWER POLE W/CONDUIT | H.C.D.R. | - HARRIS COUNTY DEED RECORD |
| MP | - METER POLE | H.C.M.A. | - HARRIS COUNTY METEOROLOGICAL AREA |
| SP | - SERVICE POLE | IF | - IRON PIPE |
| GA | - GUY ANCHOR | IR | - IRON ROD |
| OP | - OVERHEAD POWER LINE | NO | - NUMBER |
| BWF | - BARBED WIRE FENCE | FC | - FACE |
| WIF | - WROUGHT IRON FENCE | R.O.W. | - RIGHT-OF-WAY |
| WF | - WOOD FENCE | SQ. FT. | - SQUARE FEET |
| CF | - CHAINLINK FENCE | VOL. | - VOLUME |
| GP | - GATE POST | F.C. | - FIRM CODE |
| FP | - FOR PLANS | BL | - BUILDING LINE |
| APPRX. | - APPROXIMATE | UE | - UTILITY EMBLEM |
| HB | - HIGHBANK | T | - TREE/SHRUB |
| S | - SIGN | | |

SURVEYOR'S CERTIFICATION

TO: ALAMO TITLE INSURANCE
 INDUS EQUITIES LLC
 GOSPEL ASSEMBLY CHURCH

I DO HEREBY CERTIFY TO THE ABOVE LISTED THAT THIS SURVEY WAS MADE ON THE GROUND AND WAS PERFORMED UNDER MY SUPERVISION AND CORRECTLY REPRESENTS THE PROPERTY LEGALLY DESCRIBED HEREIN. THERE ARE NO VISIBLE ENCROACHMENTS APPARENT ON THE GROUND SHOWN. THIS SURVEY SUBSTANTIALLY CONFORMS TO THE CURRENT PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR CONVEYANCE SURVEYS, TO THE BEST OF MY KNOWLEDGE.



Matthew Carpenter

GENERAL WARRANTY DEED
(With Vendor's Lien Retained)

NOTICE OF CONFIDENTIALITY RIGHTS:
IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE
ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT
THAT TRANSFERS AN INTEREST IN REAL PROPERTY
BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS:
YOUR SOCIAL SECURITY NUMBER OR
YOUR DRIVER'S LICENSE NUMBER

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

THAT the undersigned, GOSPEL ASSEMBLY CHURCH, an unincorporated religious organization (the "Grantor", whether one (1) or more), whose mailing address is P.O. Box 578, Humble, Tx 77344 for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), and other good and valuable consideration to the Grantor in hand paid by INDUS EQUITIES LLC, a Texas limited liability company (the "Grantee", whether one (1) or more), whose mailing address is 14518 Winding Springs Dr., Cypress, Texas 77429, the receipt and sufficiency of which is hereby acknowledged; and

THE FURTHER CONSIDERATION of the sum of ONE MILLION ONE HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,100,000.00), paid by AMERICAN FIRST NATIONAL BANK, a national banking association (the "Lender"), the receipt and sufficiency of which is hereby acknowledged and confessed, said sum having been advanced at the special insistence and request of the Grantee as part of the purchase price of the Property (as herein defined), and which sum is included in and as evidence of which the Grantee has executed and delivered its certain promissory note of even date herewith in said sum payable to the order of the Lender, due in accordance with the terms and at the interest rate therein stipulated, and providing for acceleration of maturity in the event of default and for attorney's fees, the payment of which note is secured by the Vendor's Lien and superior title herein retained and further secured by a Deed of Trust of even date herewith executed by the Grantee to WALTER A. SCHROEDER, TRUSTEE, for the benefit of the Lender, reference to which is hereby made for all purposes:

has, subject to the exceptions hereinafter set forth, GRANTED, SOLD and CONVEYED, and by these presents does GRANT, SELL and CONVEY, unto the Grantee, all that certain lot, tract or parcel of land, located in Harris County, Texas (the "Land"), to-wit:

See Exhibit "A", which is attached hereto and incorporated herein by reference for all purposes

together with all improvements lying and situated on the Land, all easements, hereditaments and appurtenances belonging to or inuring to the benefit of the Grantor and pertaining to the Land, if any,

WAS106.061

FILED BY
ALAMO TITLE COMPANY
(HOUSTON)
AT (H) 23130039-RW

RP-2023-365920

and all right, title and interest of the Grantor in and to any land lying in the bed of any street, road or access way, open or proposed, in front of, at a side of or adjoining the Land to the centerline thereof (such Land, improvements and other interests being collectively referred to as the "Property").

THIS CONVEYANCE IS MADE by the Grantor and accepted by the Grantee subject to any and all zoning laws, regulations and ordinances of municipal and/or other governmental authorities, if any, as well as any and all restrictions, covenants, conditions, easements and reservations of record now in effect, relating to the Property. The current ad valorem taxes on the Property having been prorated, the Grantee assumes payment of all taxes for the current year.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereto in anywise belonging unto the Grantee, its heirs and assigns, forever; and the Grantor does hereby bind itself and its heirs, executors and administrators, to WARRANT AND FOREVER DEFEND all and singular the Property unto the Grantee, its heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof.

BUT IT IS EXPRESSLY AGREED and stipulated that a Vendor's Lien as well as superior title in and to the Property are retained against the Property until the above described note and all interest thereon are fully paid according to their face and tenor, effect and reading, when this Deed shall become absolute. Said Vendor's Lien and superior title herein retained are hereby TRANSFERRED, ASSIGNED, SOLD and CONVEYED to the Lender, its successors and assigns, the payee named in the above described note, without recourse on the Grantor.

WHEN this Deed is executed by more than one (1) person, or when the word Grantor or Grantee is more than one (1) person, this instrument shall read as though pertinent verbs, nouns and pronouns were changed correspondingly, and when executed by or to an entity other than a natural person, the words "heirs, executors and administrators" or "heirs and assigns" shall be construed to mean "successors and assigns." Reference to any gender shall include either gender and in the case of a legal entity other than a natural person, shall include the neuter gender, all as the case may be.

The contract between Grantor as the seller and Grantee as the buyer may contain various matters which are to be performed after closing or limitations as to warranties, and to the extent that said contract provides for such limitations or contemplates that such post closing matters shall be performed or remain in effect after closing, such matters shall survive this conveyance and such limitations and matters shall be deemed incorporated herein by reference, provided however, that the warranty of title contained in this Deed is hereby expressly excluded from any such limitations referenced in this paragraph.

(Signature(s) appear on following page.)

WAS1506.061

RP-2023-365920

COPY

EXECUTED on 9/17, 2023

GOSPEL ASSEMBLY CHURCH

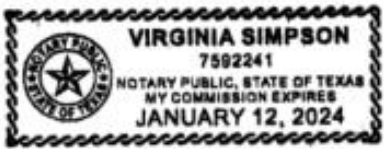
By: Rev Chad Wright
Rev. Chad Wright, Pastor and Trustee
Chairman

By: [Signature]
Johnny Ramirez, Trustee

By: [Signature]
Timothy Gidcum, Trustee

THE STATE OF TEXAS §
COUNTY OF Harris §

This instrument was acknowledged before me on 9/17, 2023 by Rev. Chad Wright, the Pastor and Trustee Chairman of GOSPEL ASSEMBLY CHURCH, an unincorporated religious organization, on behalf of said unincorporated religious organization.



Virginia Simpson
Notary Public, State of Texas

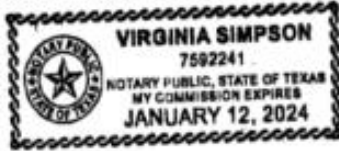
RP-2023-365920

UNOFFICIAL COPY

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on 9/17, 2023 by Johnny Ramirez, the Trustee of GOSPEL ASSEMBLY CHURCH, an unincorporated religious organization, on behalf of said unincorporated religious organization.

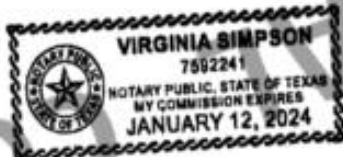


Virginia Simpson
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF Harris §

This instrument was acknowledged before me on 9/17, 2023 by Timothy Gidcum, the Trustee of GOSPEL ASSEMBLY CHURCH, an unincorporated religious organization, on behalf of said unincorporated religious organization.



Virginia Simpson
Notary Public, State of Texas

After recording, please return to:

RP-2023-365920

EXHIBIT A

A TRACT OR PARCEL CONTAINING 1.800 ACRES OR 78,408 SQUARE FEET OF LAND, SITUATED IN THE JOHN M. HOOPER SURVEY, ABSTRACT NO. 375, HARRIS COUNTY, TEXAS, BEING ALL OF A CALLED 1.800 ACRE TRACT CONVEYED TO GOSPEL ASSEMBLY CHURCH, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NUMBER (NO.) Y941823, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE (NAD83):

COMMENCING AT A CAPPED 5/8 INCH IRON ROD STAMPED "E.I.C. SURVEYING" FOUND AT THE INTERSECTION OF THE SOUTHERLY RIGHT-OF-WAY (R.O.W.) LINE OF F.M. 2920 (CALLED 120' WIDE) AS RECORDED UNDER VOLUME (VOL) 1420, PAGE (PG.) 64, HARRIS COUNTY DEED RECORDS (H.C.D.R.) AND THE EASTERLY R.O.W. LINE OF CALVERT ROAD (70' WIDE) AS RECORDED UNDER FILM CODE (F.C.) NO. 678950, FOR THE NORTHWEST CORNER OF LOT ONE, BLOCK ONE, DUNNCO TOMBALL, MAP OR PLAT THEREOF RECORDED UNDER F.C. NO. 678950, HARRIS COUNTY MAP RECORDS (H.C.M.R.);

THENCE, NORTH 87 DEG. 41 MIN. 03 SEC. EAST, WITH THE SOUTHERLY R.O.W. LINE OF SAID F.M. 2920, A DISTANCE OF 357.94 FEET TO A 1/2 IRON ROD FOUND, FOR THE NORTHEAST CORNER OF LOT TWO, BLOCK ONE, OF SAID DUNNCO TOMBALL AND THE NORTHWEST CORNER AND POINT OF BEGINNING OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 87 DEG. 41 MIN. 03 SEC. EAST, CONTINUING WITH THE SOUTHERLY R.O.W. LINE OF SAID F.M. 2920, A DISTANCE OF 208.02 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "TEAM 281-491-4525" FOUND FOR THE NORTHWEST CORNER OF A CALLED 5.750 ACRE TRACT CONVEYED TO BDC FAMILY LIMITED PARTNERSHIP, AS RECORDED UNDER H.C.C.F. NO. RP-2017-63823, AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 59 MIN. 55 SEC. EAST, WITH THE COMMON LINE OF SAID 5.750 ACRE TRACT AND SAID 1.800 ACRE TRACT, A DISTANCE OF 376.95 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE MOST EASTERLY NORTHEAST CORNER OF A CALLED 3.4315 ACRE TRACT CONVEYED TO PAUL HANKS AND WIFE, MARIAN S. HANKS AS RECORDED UNDER H.C.C.F. NO. T178748, AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 41 MIN. 03 SEC. WEST, WITH THE COMMON LINE OF SAID 5.750 ACRE TRACT, A DISTANCE OF 208.02 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN INTERIOR CORNER OF SAID 3.4315 ACRE TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEG. 59 MIN. 55 SEC. WEST, WITH THE COMMON LINE OF SAID 5.750 ACRE TRACT, PASSING AT A DISTANCE OF 178.80 FEET A 5/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID LOT TWO AND THE MOST NORTHERLY NORTHEAST CORNER OF SAID 3.4315 ACRE TRACT, CONTINUING FOR A TOTAL DISTANCE OF 376.95 FEET TO THE POINT OF BEGINNING AND CONTAINING 1.800 ACRES OR 78,408 SQUARE FEET OF LAND.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

094807 A - LEGAL DESCRIPTION
TXPWPERC_Labels-LegalDescription (11-07)

RP-2023-365920

RP-2023-365920

RP-2023-365920
Pages 6
09/25/2023 08:17 AM
e-Filed & e-Recorded in the
Official Public Records of
HARRIS COUNTY
TENESHIA HUDSPETH
COUNTY CLERK
Fees \$34.00

COPY UNOFFICIAL

RECORDERS MEMORANDUM

This instrument was received and recorded electronically and any blackouts, additions or changes were present at the time the instrument was filed and recorded.

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.



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS



WINDROSE

LAND SURVEYING | PLATTING

DESCRIPTION OF 1.800 ACRES OR 78,408 SQ. FT.

A TRACT OR PARCEL CONTAINING 1.800 ACRES OR 78,408 SQUARE FEET OF LAND, SITUATED IN THE JOHN M. HOOPER SURVEY, ABSTRACT NO. 375, HARRIS COUNTY, TEXAS, BEING ALL OF A CALLED 1.800 ACRE TRACT CONVEYED TO GOSPEL ASSEMBLY CHURCH, AS RECORDED UNDER HARRIS COUNTY CLERK'S FILE (H.C.C.F.) NUMBER (NO.) Y941823, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, TEXAS CENTRAL ZONE (NAD83):

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THENCE, NORTH 87 DEG. 41 MIN. 03 SEC. EAST, CONTINUING WITH THE SOUTHERLY R.O.W. LINE OF SAID F.M. 2920, A DISTANCE OF 208.02 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "TEAM 281-491-4525" FOUND FOR THE NORTHWEST CORNER OF A CALLED 5.750 ACRE TRACT CONVEYED TO BDC FAMILY LIMITED PARTNERSHIP, AS RECORDED UNDER H.C.C.F. NO. RP-2017-63823, AND THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 02 DEG. 59 MIN. 55 SEC. EAST, WITH THE COMMON LINE OF SAID 5.750 ACRE TRACT AND SAID 1.800 ACRE TRACT, A DISTANCE OF 376.95 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE MOST EASTERLY NORTHEAST CORNER OF A CALLED 3.4315 ACRE TRACT CONVEYED TO PAUL HANKS AND WIFE, MARIAN S. HANKS AS RECORDED UNDER H.C.C.F. NO. T178746, AND THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 87 DEG. 41 MIN. 03 SEC. WEST, WITH THE COMMON LINE OF SAID 5.750 ACRE TRACT, A DISTANCE OF 208.02 FEET TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN INTERIOR CORNER OF SAID 3.4315 ACRE TRACT AND THE SOUTHWEST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 02 DEG. 59 MIN. 55 SEC. WEST, WITH THE COMMON LINE OF SAID 5.750 ACRE TRACT, PASSING AT A DISTANCE OF 176.80 FEET A 5/8 INCH IRON ROD FOUND FOR THE SOUTHEAST CORNER OF SAID LOT TWO AND THE MOST NORTHERLY NORTHEAST CORNER OF SAID 3.4315 ACRE TRACT, CONTINUING FOR A TOTAL DISTANCE OF 376.95 FEET TO THE **POINT OF BEGINNING** AND CONTAINING 1.800 ACRES OR 78,408 SQUARE FEET OF LAND.


MATTHEW CARPENTER
R.P.L.S. NO. 6942
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800



07/28/2023
DATE:

City Council Meeting Agenda Item Data Sheet

Meeting Date: January 6, 2025

Topic:

Adopt, on Second Reading, Ordinance No. 2024-41, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 10- Buildings and Building Regulations, by repealing Article I. - In general, Article II. – Building code, Article III. – Residential code, Article IV. – Air conditioning and mechanical work, Article V. – Electricity; and Article VI. – Plumbing and gas and replacing with a new Article 1 – In general; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters.

Background:

First Reading approved during the December 16, 2024, Regular City Council meeting.

Ordinance No. 2024-41 updates the City of Tomball building codes to the 2021 International Code Council (ICC) editions and 2023 National Electric Code (NEC). Updating the City of Tomball building codes keeps the city up to date with industry standards and improves the City’s ISO Building Code Effectiveness Grading Schedule rating.

On December 9th, the Planning & Zoning Commission unanimously recommended approval of updating the City’s building codes as listed above.

Origination: Community Development Department

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Craig T. Meyers, P.E.

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____
Staff Member Date

Approved by _____
City Manager Date

ORDINANCE NO. 2024-41

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS AMENDING ITS CODE OF ORDINANCES BY AMENDING CHAPTER 10- BUILDINGS AND BUILDING REGULATIONS, BY REPEALING ARTICLE I. - IN GENERAL, ARTICLE II. – BUILDING CODE, ARTICLE III. – RESIDENTIAL CODE, ARTICLE IV. – AIR CONDITIONING AND MECHANICAL WORK, ARTICLE V. – ELECTRICITY; AND ARTICLE VI. – PLUMBING AND GAS AND REPLACING WITH A NEW ARTICLE 1 – IN GENERAL; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; PROVIDING FOR SEVERABILITY, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, the City Council of the City of Tomball, Texas, finds that it is in the best interest of the health, safety and welfare of the citizens to update regulations pertaining to building codes as set forth herein; now therefore,

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

Section 1. The facts and matters contained in the preamble to this ordinance are hereby found to be true and correct.

Section 2. Chapter 10 – Buildings and Building Regulations of the Code of Ordinances is amended by adding a new Article I. – In General, to read as follows:

“Sec. 10-1. International codes adopted.

The following International Code Council Editions including listed appendix chapters ("the building codes") are hereby adopted by reference as though they were copied herein fully:

- (a) 2021 International Residential Code® (for one and two-family dwellings only)

- (b) 2021 International Building Code® (for all other residential and commercial construction)
 - (1) Appendix C, Group U—Agricultural Buildings
 - (2) Appendix F, Rodent proofing
 - (3) Appendix G, Flood-Resistant Construction
 - (4) Appendix J, Grading
- (c) 2021 International Mechanical Code®
- (d) 2021 International Plumbing Code®
 - (1) Appendix B, Rates of Rainfall for Various Cities
 - (2) Appendix C, Structural Safety
 - (3) Appendix D, Degree Day and Design Temperature
 - (4) Appendix E, Sizing of Water Piping System
- (e) 2021 International Fuel Gas Code®
- (f) 2021 International Energy Conservation Code®
- (g) 2021 International Swimming Pool and Spa Code®
- (h) 2021 International Property Maintenance Code®
- (i) 2021 International Existing Building Code®
- (j) 2021 International Performance Code®
 - (1) A: Risk Factors of Use and Occupancy Classifications
 - (2) B: Worksheet for Assigning Specific Structures
 - (3) C: Individually Substantiated Design Method
 - (4) D: Qualification of Characteristics for Design and Review
 - (5) E: Use of Computer Models

(k) 2021 International Solar Energy Provisions Code®

(l) 2023 National Electric Code® published by the National Fire Protection Association

Sec. 10-2. Amendments to the International Residential Code.

(a) Section R103 of said code adopted in section 10-1 is hereby amended to provide as follows:

R103 Department of Building Safety. The enforcement of this code shall be under the administrative and operational control of the Building Official. The Building Official shall have such duties and shall be selected and serve in the position at the pleasure of the City Manager and may be removed without cause by the City Manager. The Building Official may appoint deputies to assist him/her. Said deputies shall serve at the pleasure of the Building Official and may be removed without cause by Building Official.

(b) Section R105 of said code is hereby amended by adding a new section R105.10 to provide as follows:

R105.10 Liability Insurance. The person or entity that will actually perform the work or services covered by a permit shall provide to the City evidence of comprehensive general liability insurance, issued by a company licensed to do business in Texas, for the duration of the permit, and shall furnish certificates of insurance to the City as evidence thereof. The certificates shall provide that the insurance shall not be canceled, reduced, or changed without 30 days advance notice to the City.

Comprehensive general liability insurance covering all risks associated with the work, with a minimum limit as currently established or as hereafter adopted by resolution of the City Council from time to time, or a property damage limit equal to or exceeding the amount of the contract amount, whichever is greater.

(c) Section R108.2 of said code is amended to provide as follows:

R108.2 Schedule of permit fees. Fees shall be charged in accordance with the City's master fee schedule, as it may be amended from time to time.

(d) Section R108.6 of said code is hereby amended to provide as follows:

R108.6 Work commencing before permit issuance. The fee for work commenced without a permit shall be double the fee set forth in the master fee schedule adopted by the City.

(l) Table R301.2(1) of said code is completed to provide as follows:

<u>Ground Snow Load</u>	<u>Wind Speed (mph)</u>	<u>Seismic Design Category</u>	<u>Subject to Damage From</u>				<u>Winter Design Temp</u>	<u>Ice Shield Underlay Required</u>
			<u>Weathering</u>	<u>Frost Line Depth</u>	<u>Termite</u>	<u>Decay</u>		
<u>0</u>	<u>110 b or c</u>	<u>A</u>	<u>Negligible</u>	<u>6"</u>	<u>Very heavy</u>	<u>Slight to moderate</u>	<u>32</u>	<u>No</u>
<u>Flood Hazards</u>					<u>Air Freezing Index</u>		<u>Mean Annual Temp</u>	
<u>FIRM and FBFM as adopted by City Code Section 10-395 Firm and FBFM</u>					<u>9</u>		<u>69.9</u>	

(m) Section R313.2 has been deleted in its entirety.

(o) Section P2603.5.1 of said code is hereby amended to provide as follows:

P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be not less than six inches (6") below finished grade at the point of septic tank connection. Building sewers shall not be less than eighteen inches (18") below grade.

Sec. 10-3. Amendments to the International Building Code.

(a) Section 101 of the building code adopted in section 10-1 is hereby amended by adding a new Section 101.4.7 and amending Section 101.4.1 to read as follows:
101.4.7 Existing buildings. This code shall apply to alterations, repairs, renovations and additions to existing buildings as follows:

(1) If, within any 12-month period, alterations, additions, renovations, repairs, or any combination thereof, costing in excess of 50 percent of the then physical value of the building, or involving 50 percent or more of the square footage of the building, are made to an existing building in the floodplain, such building and associated mechanical, electrical, plumbing and fuel gas equipment, fixtures and appurtenances shall be made to conform to the requirements of this code applicable to new buildings in regards to the Design Flood Elevation.

(2) If an existing building is damaged by fire or otherwise in excess of 50 percent of its then before such damage is repaired, it shall be made to conform to the requirements of this code applicable to new buildings, except in regard to slab height where the structure is located outside the floodplain, the footprint is not modified, and the slab is intact.

(3) For the purpose of this section the physical value of the building shall be its appraised value as shown on the county's latest tax roll. Alternatively, upon filing an appeal to the Floodplain Manager, a professional market appraisal for the pre-event evaluation, assessed post-event, may be submitted for review.

(b) Section 103 of said code is hereby amended to provide as follows:

103. Department of Building Safety. The enforcement of this code shall be under the administrative and operational control of the Building Official. The Building Official shall have such duties and shall be selected and serve in the position at the pleasure of the City Manager and may be removed without cause by the City Manager. The Building Official may appoint deputies to assist him/her. Said deputies shall serve at the pleasure of the Building Official and may be removed without cause by the Building Official.

(c) Section 104 of said code is hereby amended to provide as follows:

104. Duties and Power of Building Official.

104.1 General. The Building Official is hereby authorized and directed to enforce all of the provisions of this code. The Building Official shall have the power to render interpretations of this code and to adopt and enforce written rules and supplemental regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of this code. Any reference in this code to the code official shall mean the Building Official or the Building Official's designee.

104.3 Notices and orders. Whenever any work is being done contrary to the provisions of this code, the Building Official may order the work stopped by notice in writing served on any persons

engaged in the doing or causing such work to be done, and any such persons shall stop work until authorized in writing by the Building Official to proceed with the work.

(d) Section 105 of said code is hereby amended by adding a new section 105.8 to provide as follows:

105.8 Liability Insurance. The person or entity that will actually perform the work or services covered by a permit shall provide to the City evidence of comprehensive general liability insurance, issued by a company licensed to do business in Texas, for the duration of the permit, and shall furnish certificates of insurance to the City as evidence thereof. The certificates shall provide that the insurance shall not be canceled, reduced, or changed without 30 days advance notice to the City.

Comprehensive general liability insurance covering all risks associated with the work, with a minimum limit as currently established or as hereafter adopted by resolution of the City Council from time to time, or a property damage limit equal to or exceeding the amount of the contract amount, whichever is greater.

(e) Section 109.4 of said code is hereby amended to provide as follows:

109.4 Work commencing before permit issuance. The fee for work commenced without a permit shall be double the fee set forth in the master fee schedule adopted by the City.

(f) Section 111.1 of said code is hereby amended to provide as follows:

111.1 Use and Occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the Building Official has issued a certificate of occupancy therefor as provided herein. Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the City. Certificates presuming to give authority to violate or cancel the provisions of this code, or other ordinances of the City shall not be valid.

(g) Section 113.1 of the code is hereby amended to provide as follows:

113.1 General. Appeals of orders, decisions, or determinations made by the City's Building Official in interpreting or applying this code shall be to the City Council. The City Council may obtain the assistance of persons who are qualified by experience and training on a particular subject under consideration.

(h) Appendix J of said code is hereby adopted and the following sections are amended as follows:

J106.1 Maximum Slope. The slope of cut surfaces shall be no steeper than is safe for the intended use and shall be no steeper than 3 horizontal to 1 vertical (33 percent) unless the applicant furnishes a soils report justifying a steeper slope.

Exceptions:

A cut surface may be at a slope of 2 horizontal to 1 vertical (50 percent) provided that all the following are met:

1.1. It is not intended to support structures or surcharges.

1.2. It is adequately protected against erosion.

1.3. It is no more than 8 feet (2438 mm) in height.

1.4. It is approved by the Building Official.

A cut surface in bedrock shall be permitted to be at a slope of 1 horizontal to 1 vertical (100 percent).

J107.6 Maximum Slope. The slope of fill surfaces shall be no steeper than is safe for the intended use. Fill slopes steeper than 3 horizontal to 1 vertical (33 percent) shall be justified by soils reports or engineering data.

Sec. 10-4. Payroll records.

For purposes of enforcing this article, the inspector, or his designated representative, may examine the payroll records for the preceding 12 months of the master, during normal business hours. Should the master fail or refuse to make a full, true and accurate disclosure of his payroll records, the inspector may, after written notification by certified mail, withhold the issuance of permits to that master until such time as there has been a full, true and accurate disclosure of the payroll records. Violation of this section will be subject to the penalty as provided in section 1-14 of this Code.

Sec. 10-5. Suspension, withholding or revocation.

(a) When given a ten-day notice by registered or certified mail, and after a hearing before a board appointed by the City Council, where the person notified may be represented by an attorney at law of his choice, the holder of a license or certificate issued under the provisions of this article may have his license or certificate revoked or suspended by the City for any of the following reasons:

- (1) Habitual drunkenness or the use of narcotics.
 - (2) Conviction of a crime involving moral turpitude.
 - (3) Adjudication of insanity.
 - (4) Fraud or misrepresentation in obtaining a registration or permit.
 - (5) Violating on more than one occasion, either willfully or maliciously, or by reason of incompetence, any provision of this article or the International Standard Mechanical Code or amendments thereto.
 - (6) Conviction of defrauding any person from whom he has rendered or contracted to render service.
 - (7) Securing permit for mechanical work not actually performed by the master or by licensed employees under his control, supervision and direction. This is intended to prevent a master from securing a permit for the purpose of evading the spirit and intent of this article by entering into any simulated scheme, transaction or device, whereby mechanical work will be done by persons who are not employees of the master, or employees of his employer.
 - (8) Securing a permit under any pretext for any installation concerning which applicant has no valid contract. This is intended to prevent a master from securing a permit for the purpose of evading the spirit and intent of this article by simulated scheme, transaction or device, or performing mechanical work without a valid permit.
- (b) The City may withhold the issuing or renewal of a license or registration certificate to an applicant by the same process used for revocation or suspension as described in subsections (a)(1) through (8) of this section.

Sec. 10-6. Appeals.

Appeals of orders, decisions, or determinations made by the City's Building Official in interpreting or applying building regulations shall be to the City Council. The City Council may obtain the assistance of persons who are qualified by experience and training on a particular subject under consideration.

Section 3. Chapter 10 – Buildings and Building Regulations of the Code of Ordinances is amended by repealing Article I. - In General, Article II. – Building Code, Article III. – Residential Code, Article IV. – Air Conditioning and Mechanical Work, Article V. – Electricity; and Article VI. – Plumbing and Gas, as follows:

ARTICLE I. IN GENERAL

Sec. 10-1. Fencing of swimming pools, related structures.

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

Poolside means the side of an object nearest to a swimming pool.

Private residential swimming pool means any swimming pool located on private property under the control of the head of household there residing, the use of which is limited to swimming or bathing by members of such head's family or their invited guests.

Public swimming pool means any swimming pool, other than a private residential swimming pool, used or designed to be used collectively by numbers of persons for swimming or bathing operations, whether the admission of such persons is free of charge or not.

Swimming pool or related structure means any structure, basin, chamber or tank containing an artificial body of water or other liquid having a depth of two feet or more at any point, including but not limited to private residential swimming pools, public swimming pools, oil vats, detention ponds, ponds, and any and all bodies of water or other liquid used for swimming, diving or recreational bathing. Expressly excluded from this definition are stock tanks and other open structures having at least one side with a 3:1 slope.

(b) Enclosure required. Every person in possession of land within the corporate limits of the city, either as owner, purchaser under contract, lessee, tenant, or licensee, upon which is situated a swimming pool or related structure shall, except as hereinafter set forth, at all times maintain upon the lot or premises on which the swimming pool or related structure is located, and completely surrounding the swimming pool or related structure, lot or premises, a fence, wall

~~or other solid structure designed to prevent small children from inadvertently wandering into the swimming pool or related structure.~~

~~(1) Such fence, wall or other solid structure shall not be less than four feet in height, with no openings therein, other than self latching doors or gates, of a width greater than four inches, and without a fixed or detachable stile or ladder.~~

~~(2) All gates or doors opening into such enclosure shall be equipped with self-closing and self-latching devices capable of automatically closing such gates or doors.~~

~~(3) The self latching devices shall be fixed to the gates or doors not less than 30 inches in height above the highest surface below such gate or door.~~

~~(c) When permit not required. If a swimming pool or related structure is in a patio, in a court or in a room which can be reached only through the living quarters of the person in possession of the land, there need be no other enclosure and such gates or doors as may be in such living quarters enclosure need not be equipped as required by subsection (b) of this section.~~

~~(d) Exemption permit. If a swimming pool or other related structure is so remote from populated areas that the space surrounding the pool would be a deterrent to keep small children from inadvertently wandering into the swimming pool or other structure, then upon determination by the city that the pool is located a sufficient distance away from populated areas, the city may issue a permit to the landowner exempting him from this section, such permit to be renewable every year from the date of issuance. Upon the date of issuance, the landowner must submit sufficient evidence that the area surrounding the pool has not become populated. If the area becomes populated, the city shall revoke the permit and require compliance with this section within 30 days following such revocation.~~

~~(e) Use of structure. A single family dwelling house or accessory building may be used as part of the enclosure required by this section, whether fence, wall or other solid structure, around a private residential swimming pool.~~

~~(f) Inspection, approval. The final inspection and approval of a swimming pool for which a building permit is issued by the city shall be withheld until all requirements of this section have been complied with by the owner, purchaser under contract, lessee, tenant, or licensee, and so certified by the city administrator, or his duly authorized agent.~~

~~(g) Compliance. It shall be unlawful for any person to maintain any swimming pool in the city which is not enclosed in accordance with the requirements of this section or which does not have a valid permit exempting it from the operation of this section.~~

~~(Code 1978, § 5-2; Code 1993, § 14-2)~~

~~Secs. 10-2 — 10-20. Reserved.~~

ARTICLE II. BUILDING CODE

~~Sec. 10-21. International Building Code adopted.~~

~~The International Building Code, 2015 edition, hereinafter sometimes referred to as the "code," as published by the International Code Council, Inc., is hereby adopted. A copy of said~~

code is made a part hereof for all purposes, an authentic copy of which shall be kept on file with the city secretary.

(Code 1993, § 14-35; Ord. No. 2005-13, § 1(14-35), 12-19-2005; Ord. No. 2014-10, § 1(14-35), 5-5-2014; Ord. No. 2019-31, § 1, 11-18-2019)

State law reference(s) — International Building Code as the commercial building code in this state, V.T.C.A., Local Government Code § 214.216.

Sec. 10-22. Amendments to the International Building Code.

(a) Section 101 of the building code adopted in section 10-21 is hereby amended by adding a new Section 101.2.2 and amending Section 101.4.1 to read as follows:

101.2.2 Existing buildings. This code shall apply to alterations, repairs, renovations and additions to existing buildings as follows:

(1) If, within any 12-month period, alterations, additions, renovations, repairs, or any combination thereof, costing in excess of 50 percent of the then physical value of the building, or involving 50 percent or more of the square footage of the building, are made to an existing building in the floodplain, such building and associated mechanical, electrical, plumbing and fuel gas equipment, fixtures and appurtenances shall be made to conform to the requirements of this code applicable to new buildings in regards to the Design Flood Elevation.

(2) If an existing building is damaged by fire or otherwise in excess of 50 percent of its then physical value before such damage is repaired, it shall be made to conform to the requirements of this code applicable to new buildings, except in regards to slab height where the structure is located outside the floodplain, the footprint is not modified and the slab is intact.

(3) For the purpose of this section physical value of the building shall be its appraised value as shown on the county's latest tax roll. Alternatively, upon filing for an appeal to the floodplain manager, a professional market appraisal for the pre-event evaluation, assessed post-event, may be submitted for review.

(4) If the occupancy classification of any existing building is changed (i.e. B-occupancy is changed to A-occupancy), the building shall be made to conform to the requirements of this code applicable to the new occupancy classification. If the occupancy classification of only a portion of an existing building is changed and that portion is separated from the remainder as stipulated in Chapter 3, then only such portion need conform to the requirements imposed by this Section.

101.4.1 Electrical. The provisions of the National Electrical Code, 2017 edition, shall apply to the installation of electrical systems, including alterations, repairs, replacement, equipment, appliances, fixtures, fittings and appurtenances thereto.

(b) Section 103 of said code is hereby amended to provide as follows:

103. Department of Building Safety. The enforcement of this code shall be under the administrative and operational control of the building official. The building official shall have such duties, and shall be selected and serve in the position at the pleasure of the city manager

~~and may be removed without cause by city manager. The building official may appoint deputies to assist him/her. Said deputies shall serve at the pleasure of the building official and may be removed without cause by the building official.~~

~~(c) Section 104 of said code is hereby amended to provide as follows:~~

~~104. Duties and Power of Building Official.~~

~~104.1 General. The building official is hereby authorized and directed to enforce all of the provisions of this code. The building official shall have the power to render interpretations of this code and to adopt and enforce written rules and supplemental regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of this code. Any reference in this code to the code official shall mean the building official or the building official's designee.~~

~~104.3 Notices and orders. Whenever any work is being done contrary to the provisions of this code, the building official may order the work stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and any such persons shall stop work until authorized in writing by the building official to proceed with the work.~~

~~(d) Section 105 of said code is hereby amended by adding a new section 105.8 to provide as follows:~~

~~105.8 Liability Insurance. The person or entity that will actually perform the work or services covered by a permit shall provide to the city evidence of comprehensive general liability insurance, issued by a company licensed to do business in Texas, in the following amounts, for the duration of the permit, and shall furnish certificates of insurance to the city as evidence thereof. The certificates shall provide that the insurance shall not be canceled, reduced, or changed without 30 days advance notice to the city.~~

~~Comprehensive general liability insurance covering all risks associated with the work, with a minimum limit as currently established or as hereafter adopted by resolution of the city council from time to time, or a property damage limit equal to or exceeding the amount of the contract amount, whichever is greater.~~

~~(e) Section 109.4 of said code is hereby amended to provide as follows:~~

~~109.4 Work commencing before permit issuance. The fee for work commenced without a permit shall be double the fee set forth in the fee schedule adopted by the city.~~

~~(f) Section 111.1 of said code is hereby amended to provide as follows:~~

~~111.1 Use and Occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the building official has issued a certificate of occupancy therefor as provided herein.~~

~~Issuance of certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the city. Certificates presuming to give authority to violate or cancel the provisions of this code, or other ordinances of the city shall not be valid.~~

~~(g) Section 113.1 of the code is hereby amended to provide as follows:~~

~~113.1 General. Appeals of orders, decisions, or determinations made by the city's building official in interpreting or applying this code shall be to the city council. The city council may obtain the assistance of persons who are qualified by experience and training on a particular subject under consideration.~~

~~(h) Section 113.2 and 113.3 of the code are hereby deleted in their entirety.~~

~~(i) Section 114 of said code is hereby deleted in its entirety and the penalty provision in section 1-14 of the City Code is substituted in its place.~~

~~(j) Section 903.2, entitled "Where Required" is hereby amended to read as follows:~~

~~903.2 Approved automatic sprinkler systems in new buildings and structures shall be provided in the locations described by Sections 903.2.1 through 903.2.12, as interpreted by the fire code official.~~

~~(k) Appendices:~~

~~(1) The following appendices contained in this code are deleted in their entirety:~~

~~Appendix A, Employee Qualifications;~~

~~Appendix B, Board of Appeals;~~

~~Appendix D, Fire Districts;~~

~~Appendix E, Supplementary Accessibility Requirements;~~

~~Appendix H, Signs;~~

~~Appendix I, Patio Covers;~~

~~Appendix K, Administrative Provisions;~~

~~Appendix L, Earthquake Recording Instrument; and~~

~~Appendix M, Tsunami-Generated Flood Hazard.~~

~~(2) The following appendices are hereby adopted:~~

~~Appendix C, Group U Agricultural Buildings;~~

~~Appendix F, Rodentproofing; and~~

~~Appendix G, Flood-Resistant Construction.~~

~~(3) Appendix J of said code is hereby adopted and the following sections are amended as follows:~~

~~J106.1 Maximum Slope. The slope of cut surfaces shall be no steeper than is safe for the intended use, and shall be no steeper than 3 horizontal to 1 vertical (33 percent) unless the applicant furnishes a soils report justifying a steeper slope.~~

~~Exceptions:~~

~~A cut surface may be at a slope of 2 horizontal to 1 vertical (50 percent) provided that all the following are met:~~

~~1.1. It is not intended to support structures or surcharges.~~

1.2. It is adequately protected against erosion.

1.3. It is no more than 8 feet (2438 mm) in height.

1.4. It is approved by the building official.

A cut surface in bedrock shall be permitted to be at a slope of 1 horizontal to 1 vertical (100 percent).

J107.6 Maximum Slope. The slope of fill surfaces shall be no steeper than is safe for the intended use. Fill slopes steeper than 3 horizontal to 1 vertical (33 percent) shall be justified by soils reports or engineering data.

(Code 1993, § 14 36; Ord. No. 2005 13, § 1(14 36), 12 19 2005; Ord. No. 2014 10, § 1(14 36), 5 5 2014; Ord. No. 2019 31, § 2, 11 18 2019)

Secs. 10 23—10 47. Reserved.

ARTICLE III. RESIDENTIAL CODE

Sec. 10 48. International Residential Code adopted.

The International Residential Code, 2015 edition, hereinafter sometimes referred to as the "code," as published by the International Code Council, Inc., is hereby adopted. A copy of said code is made a part hereof for all purposes, an authentic copy of which has been filed with the city secretary.

(Code 1993, § 14 325; Ord. No. 2001 25, § 1, 1 7 2002; Ord. No. 2007 13, § 3(14 325), 11 5 2007; Ord. No. 2014 10, § 4(14 325), 5 5 2014; Ord. No. 2019 31, § 3, 11 18 2019)

State law reference(s)—International Residential Code as the municipal residential building code in the state, V.T.C.A., Local Government Code § 214.212.

Sec. 10 49. Conflicts.

Upon any conflict with the provisions of the residential code adopted by section 10 48 and the provisions of this Code, state law or city ordinances, rules or regulations, the provisions of this Code of Ordinances, state law or city ordinances, rules or regulations shall prevail and be controlling.

(Code 1978, § 11 17; Code 1993, § 14 326)

Sec. 10 50. Enforcement.

The code adopted by section 10 48 shall be enforced by the building official.

(Code 1978, § 11 18; Code 1993, § 14 327; Ord. No. 2019 31, § 4, 11 18 2019)

Sec. 10-51. Amendments to the International Residential Code.

(a) Section R103 of the residential code adopted in section 10-48 is hereby amended to provide as follows:

R103 Department of Building Safety. The enforcement of this code shall be under the administrative and operational control of the building official. The building official shall have such duties, and shall be selected and serve in the position at the pleasure of the city manager and may be removed without cause by city manager. The building official may appoint deputies to assist him/her. Said deputies shall serve at the pleasure of the building official and may be removed without cause by building official.

(b) Section R104 of said code is hereby amended to provide as follows:

Section R104 General. The building official is hereby authorized and directed to enforce all of the provisions of this code. The building official shall have the power to render interpretations of this code and to adopt and enforce written rules and supplemental regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of this code.

Section R104.3 Notices and orders. Whenever any work is being done contrary to the provisions of this code, the building official may order the work stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and any such persons shall stop work until authorized in writing by the building official to proceed with the work.

(c) Section R105.5 of said code is hereby amended to provide as follows:

R105.5 Expiration. No construction schedule. Every permit issued shall become invalid unless the work at the site authorized by such permit is commenced within 180 days after its issuance. The building official is authorized to grant, in writing, an extension or extensions of such permit, provided the maximum term of said permit shall not exceed one and one-half (1½) years. If any permitted work is not completed within this limitation, then the permit shall become invalid and must be reissued in order to resume work, together with payment of fees for such reissued permit.

(d) Section R105 of said code is hereby amended by adding a new section R105.10 to provide as follows:

R105.10 Liability Insurance. The person or entity that will actually perform the work or services covered by a permit shall provide to the city evidence of comprehensive general liability insurance, issued by a company licensed to do business in Texas, in the following amounts, for the duration of the permit, and shall furnish certificates of insurance to the city as evidence thereof. The certificates shall provide that the insurance shall not be canceled, reduced, or changed without 30 days advance notice to the city.

Comprehensive general liability insurance covering all risks associated with the work, with a minimum limit as currently established or as hereafter adopted by resolution of the city council from time to time, or a property damage limit equal to or exceeding the amount of the contract amount, whichever is greater.

(e) Section R108.2 of said code is amended to provide as follows:

R108.2 Schedule of permit fees. Fees shall be charged in accordance with the City's fee schedule, as it may be amended from time to time.

(f) Section R108.6 of said code is hereby amended to provide as follows:

R108.6 Work commencing before permit issuance. The fee for work commenced without a permit shall be double the fee set forth in the fee schedule adopted by the city.

(g) Section R110.1 of said code is hereby amended to provide as follows:

Section R110.1 Use and occupancy. No building or structure shall be used or occupied, and no change in the existing occupancy classification of a building or structure or portion thereof shall be made, until the building official has issued a certificate of occupancy therefor as provided herein.

Issuance of a certificate of occupancy shall not be construed as an approval of a violation of the provisions of this code or of other ordinances of the City. Certificates presuming to give authority to violate or cancel the provisions of this code or other ordinances of the City shall not be valid.

(h) Section R112.1 of said code is hereby deleted and new section 112.1 is substituted therefor as follows:

112.1. General. Appeals of orders, decisions, or determinations made by the City's building official in interpreting or applying this code shall be to the Zoning Board of Adjustments. The Zoning Board of Adjustments may obtain the assistance of persons who are qualified by experience and training on a particular subject under consideration.

(i) Section R112.3 of said code is hereby deleted in its entirety.

(j) Section R113 of said code is deleted in its entirety and the penalty provision in section 1-14 of the City Code is substituted in its place.

(k) Appendices:

(1) The following appendices contained in said code are deleted in their entirety:

Appendix A, Sizing and Capacities of Gas Piping;

Appendix E, Manufactured Housing Used As Dwellings;

Appendix F, Radon Control Methods;

Appendix G, Piping Standards for Various Applications;

Appendix H, Patio Covers;

Appendix I, Private Sewage Disposal;

Appendix J, Existing Buildings and Structures;

Appendix K, Sound Transmission;

Appendix L, Permit Fees;

Appendix M, Home Day Care — R-3 Occupancy;

Appendix N, Venting Methods;

Appendix O, Automatic Vehicular Gates;

Appendix P, Sizing of Water Piping System;

Appendix R, Light Straw Clay Construction;

Appendix S, Strawbale Construction; and

Appendix T, Recommended Procedure for Worst Case Testing of Atmospheric Venting Systems Under N1102.4 or N1105 Conditions <5ACH 50;

(2) The following appendices contained in said code are adopted in their entirety:

Appendix B, Sizing of Venting Systems Serving Appliances Equipped with Draft Hoods, Category I Appliances, and Appliances Listed For Use With Type B Vents;

Appendix C, Exit Terminals of Mechanical Draft and Direct Vent Venting Systems; and

Appendix D, Recommended Procedure for Safety Inspection of an Existing Appliance Installation.

(1) Table R301.2(1) of said code is completed to provide as follows:

<u>Ground Snow Load</u>	<u>Wind Speed (mph)</u>	<u>Seismic Design Category</u>	<u>Subject to Damage From</u>				<u>Winter Design Temp</u>	<u>Ice Shield Underlay Required</u>
			<u>Weathering</u>	<u>Frost Line Depth</u>	<u>Termite</u>	<u>Decay</u>		
<u>0</u>	<u>110 b or c</u>	<u>A</u>	<u>Negligible</u>	<u>6"</u>	<u>Very heavy</u>	<u>Slight to moderate</u>	<u>32</u>	<u>No</u>
<u>Flood Hazards</u>					<u>Air Freezing Index</u>		<u>Mean Annual Temp</u>	
<u>FIRM and FBFM as adopted by City Code Section 10-395 Firm and FBFM</u>					<u>9</u>		<u>69.9</u>	

(m) Section P2603.5.1 of said code is hereby amended to provide as follows:

P2603.5.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be not less than six inches (6") below finished grade at the point of septic tank connection. Building sewers shall not be less than eighteen inches (18") below grade.

(Code 1993, § 14-328; Ord. No. 2001-25, §§ 2, 3, 1-7-2002; Ord. No. 2007-13, § 3(14-328), 11-5-2007; Ord. No. 2014-10, § 4(14-328), 5-5-2014; Ord. No. 2019-31, § 5, 11-18-2019)

Secs. 10-52 — 10-75. Reserved.

ARTICLE IV. AIR CONDITIONING AND MECHANICAL WORK

Sec. 10-76. International Mechanical Code adopted.

The International Mechanical Code, 2015 edition, hereinafter sometimes referred to as the "code," as published by the International Code Council, Inc., is hereby adopted. A copy of said code is attached hereto and made a part hereof for all purposes, an authentic copy of which has been filed with the city secretary.

(Code 1993, § 14-65; Ord. No. 2001-24, § 1, 1-7-2002; Ord. No. 2007-13, § 1(14-65), 11-5-2007; Ord. No. 2014-10, § 2(14-65), 5-5-2014; Ord. No. 2019-31, § 6, 11-18-2019)

Sec. 10-77. Amendments to the International Mechanical Code.

(a) Section 103 of the mechanical code adopted in section 10-76 is hereby amended to provide as follows:

103 Department of Mechanical Inspection. The enforcement of this code shall be under the administrative and operational control of the building official. The building official shall be selected and serve in the position at the pleasure of the City Manager and may be removed without cause by City Manager. The building official may appoint deputies to assist him/her. Said deputies shall serve at the pleasure of the building official and may be removed without cause by the building official. Any reference in this code to the code official shall mean the building official or the building official's designee

(b) Section 104.1 of said code adopted in section 10-76 is hereby amended to provide as follows:

Section 104.1 General. The building official is hereby authorized and directed to enforce all of the provisions of this code. The building official shall have the power to render interpretations of this code and to adopt and enforce written rules and supplemental regulations in order to clarify the application of its provisions. Such interpretations, rules and regulations shall be in conformance with the intent and purpose of this code.

(c) Section 104.6 of said code adopted in section 10-76 is hereby amended to provide as follows:

Section 104.6 Notices and orders. Whenever any work is being done contrary to the provisions of this code, the building official may order the work stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and any such persons shall stop work until authorized in writing by the building official to proceed with the work.

(d) Sections 106.4.3 and 106.4.4 of said code are deleted in their entirety and a new section 106.4.3 is substituted therefor as follows:

106.4.3 Expiration. Every permit issued shall become invalid unless the work at the site authorized by such permit is commenced within 180 days after its issuance. The building official is authorized to grant, in writing, an extension or extensions of such permit, provided the maximum term of such permit shall not exceed one and one-half (1½) years. If any permitted work is not completed within this limitation, then the permit shall become invalid

~~and must be reissued in order to resume work, together with payment of fees for such reissued permit.~~

~~(e) Section 106 of said code is amended by adding a new section 106.5.4 to provide as follows:~~

~~106.5.4 State License. All persons performing work within the city governed by this code shall be licensed by the State of Texas, and shall submit to the city proof of insurance as required by the state or by statute.~~

~~(f) Section 106.5.2 of said code is hereby deleted as fees shall be charged in accordance with the city's fee schedule, as it may be amended from time to time.~~

~~(g) Section 106.5.3 of said code is hereby deleted in its entirety.~~

~~(h) Section 109 of said code is hereby amended to provide as follows:~~

~~109. Means of Appeal. Appeals of orders, decisions, or determinations made by the building official in interpreting or applying this code shall be to the Zoning Board of Adjustments. The Zoning Board of Adjustments may obtain the assistance of persons who are qualified by experience and training on the particular subject under consideration.~~

~~(i) Section 108 of said code is hereby deleted in its entirety and the penalty provision in section 1-14 of the City Code is substituted in its place.~~

~~(j) Appendices:~~

~~(1) Appendix A, Chimney Connector Pass Throughs, is hereby adopted in its entirety.~~

~~(2) Appendix B, Recommended Permit Fee Schedule, is hereby deleted in its entirety.~~

~~(Code 1993, § 14-66; Ord. No. 2001-24, § 2, 1-7-2002; Ord. No. 2007-13, § 1(14-66), 11-5-2007; Ord. No. 2014-10, § 2(14-66), 5-5-2014; Ord. No. 2019-31, § 7, 11-18-2019)~~

~~Sec. 10-78. Work done by homeowners.~~

~~A homeowner shall be permitted to do mechanical work on the dwelling he resides in, provided a permit is acquired for such work and the work is inspected and approved by the city.~~

~~(Code 1978, § 5-34; Code 1993, § 14-67; Ord. No. 2007-13, § 1(14-67), 11-5-2007)~~

~~Sec. 10-79. Work restricted.~~

~~No mechanical work shall be performed by any person not the holder of a state license, if it is required by the state to have a license, and having complied with all requirements of the state for the performance of such work.~~

~~(Code 1978, § 5-39; Code 1993, § 14-72; Ord. No. 2007-13, § 1(14-68), 11-5-2007)~~

~~Sec. 10-80. Issuance of permits restricted.~~

~~A holder of a master mechanical installer's license who is employed as a master for a person shall take out mechanical permits only for that person, and shall supervise, direct and control the mechanical work for which the mechanical permit is obtained. A master who is engaged in the~~

~~mechanical business for himself shall take out mechanical permits for his business only and no mechanical permit shall be taken out by any master that he does not supervise, direct and control the mechanical work for which the permit was obtained.~~

~~(Code 1978, § 5-41; Code 1993, § 14-73; Ord. No. 2007-13, § 1(14-69), 11-5-2007)~~

~~Sec. 10-81. Misuse of city registration.~~

~~No master mechanical installer shall assign or in any other way convey his registration, the use thereof, or any rights thereunder, to anyone by power of attorney or any other process, or become involved in any type of agreement, assignment or use whereby the master will not have supervision, direction and control of the mechanical work for which the mechanical permit is obtained by the master.~~

~~(Code 1978, § 5-42; Code 1993, § 14-74; Ord. No. 2007-13, § 1(14-70), 11-5-2007)~~

~~Sec. 10-82. Supervision of work.~~

~~All mechanical work performed within the city shall be done under the control, supervision, direction and responsibility of a master. Any other worker who performs the mechanical work under the supervision, control and responsibility of the master shall be an employee of the master.~~

~~(Code 1978, § 5-43; Code 1993, § 14-75; Ord. No. 2007-13, § 1(14-71), 11-5-2007)~~

~~Sec. 10-83. Payroll records.~~

~~For purposes of enforcing this article, the mechanical inspector, or his designated representative, may examine the payroll records for the preceding 12 months of the master, during normal business hours. Should the master fail or refuse to make a full, true and accurate disclosure of his payroll records, the mechanical inspector may, after written notification by certified mail, withhold the issuance of mechanical permits to that master until such time as there has been a full, true and accurate disclosure of the payroll records. Violation of this section will be subject to the penalty as provided in section 1-14 of this Code.~~

~~(Code 1978, § 44; Code 1993, § 14-76; Ord. No. 2007-13, § 1(14-72), 11-5-2007)~~

~~Sec. 10-84. Suspension, withholding or revocation.~~

~~(a) When given a ten-day notice by registered or certified mail, and after a hearing before a board appointed by the city council, where the person notified may be represented by an attorney at law of his choice, the holder of a license or certificate issued under the provisions of this article may have his license or certificate revoked or suspended by the city for any of the following reasons:~~

~~(1) Habitual drunkenness or the use of narcotics.~~

~~(2) Conviction of a crime involving moral turpitude.~~

~~(3) Adjudication of insanity.~~

~~(4) Fraud or misrepresentation in obtaining a registration or permit.~~

~~(5) Violating on more than one occasion, either willfully or maliciously, or by reason of incompetence, any provision of this article or the International Standard Mechanical Code or amendments thereto.~~

~~(6) Conviction of defrauding any person from whom he has rendered or contracted to render service.~~

~~(7) Securing permit for mechanical work not actually performed by the master or by licensed employees under his control, supervision and direction. This is intended to prevent a master from securing a permit for the purpose of evading the spirit and intent of this article by entering into any simulated scheme, transaction or device, whereby mechanical work will be done by persons who are not employees of the master, or employees of his employer.~~

~~(8) Securing a permit under any pretext for any installation concerning which applicant has no valid contract. This is intended to prevent a master from securing a permit for the purpose of evading the spirit and intent of this article by simulated scheme, transaction or device, or performing mechanical work without a valid permit.~~

~~(b) The city may withhold the issuing or renewal of a license or registration certificate to an applicant by the same process used for revocation or suspension as described in subsections (a)(1) thru (8) of this section.~~

~~(Code 1978, § 5 45; Code 1993, § 14 77; Ord. No. 2007 13, § 1(14 73), 11 5 2007)~~

~~Secs. 10 85 – 10 111. Reserved.~~

ARTICLE V. ELECTRICITY¹

DIVISION 1. GENERALLY

Sec. 10 112. Definitions.

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

Apprentice electrician means the person undertaking electrical work under the direct, constant, personal supervision and control of either a licensed master electrician or a licensed journeyman electrician.

Electrical inspector means the building official or his designee as electrical inspector of the city charged with the enforcement of this article and all provisions of this Code and the pertaining city ordinances.

Electrical work means the installing, maintaining, altering, repairing or erecting of any electrical wiring, apparatus, devices, appliances, fixtures or equipment for which a permit is required by the provisions of this article, except poles and guy anchors installed by any electric, telephone, telegraph, signal and/or public service company as a part of its distribution system.

~~Journeyman electrician means those persons with four years substantiated electrical experience undertaking electrical work under the supervision, direction, and control of a licensed master electrician and who has been properly registered with the city. The term "journeyman electrician," however, shall not include an "apprentice electrician," and nothing in this definition shall be construed as prohibiting an apprentice electrician from doing electrical work under the direct, constant, personal supervision and control of either a licensed master or a licensed journeyman electrician.~~

~~Master electrician means the holder of a master electrician's license as provided in this article. (Code 1993, § 14-100; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-100), 11-5-2012)~~

~~Sec. 10-113. Liability for damages.~~

~~The provisions of this article shall not be construed to relieve from or lessen the responsibility of any party owning, operating, or controlling any electric wiring, apparatus, devices, appliances, fixtures or equipment for damages to person or property caused by any defect therein, nor shall the city be held as assuming by this section any such liability by reason of the inspection authorized in this article, or the certificates of approval issued as provided in this article, or otherwise.~~

~~(Code 1993, § 14-101; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-101), 11-5-2012)~~

~~Sec. 10-114. Unfranchised public utilities.~~

~~(a) No person or public service company that does not operate under a franchise granted by the city shall have the right to install any electrical conduit, wires, ducts, poles or equipment of any character for the transmission, distribution or utilization of electric energy, or for the operation of signals or the transmission of intelligence on, over or under the streets, in the city, without first obtaining from the city council a franchise right or grant for the particular installation so desired to be made, and any such installation so made under such franchise or grant shall be in strict conformity with all pertaining rules, regulations and ordinances of the city.~~

~~(b) Any installation of duct, conduit or wires under the public streets shall be in accordance with this article and other city ordinances covering the use of public places and streets.~~

~~(Code 1993, § 14-103; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2002-05, § 3, 3-18-2002; Ord. No. 2012-20, § 1(14-103), 11-5-2012)~~

~~Secs. 10-115—10-141. Reserved.~~

~~DIVISION 2. ELECTRICAL INSPECTOR~~

Sec. 10-142. Office established.

The office of the electrical inspector is hereby established in and for the city and shall be the city's building official or his designee.

(Code 1993, § 14-115; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-115), 11-5-2012)

Sec. 10-143. Appointment.

The electrical inspector shall be the city's building official or his designee.

(Code 1993, § 14-117; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-116), 11-5-2012)

Sec. 10-144. Office may be combined.

The chief electrical inspector may be the same person as the city building official.

(Code 1993, § 14-118; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-117), 11-5-2012)

Sec. 10-145. Conflict of interest.

It shall be unlawful for the electrical inspectors to engage in the business of the sale, installation or maintenance of electrical wiring, apparatus, devices, appliances, fixtures or equipment either directly or indirectly. They shall have no financial interest in any concern engaged in such business in the city at any time while holding the office of electrical inspector for the city.

(Code 1993, § 14-119; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-118), 11-5-2012)

Sec. 10-146. Interfering with electricians in business.

(a) It shall be unlawful for any person connected with the electrical inspection department of the city in any way whatsoever to solicit business of any kind for any master electrician, or assist or encourage the solicitation of any business for any master electrician.

(b) It shall be unlawful for any person connected with the electrical inspection department of the city to prevent or to assist in preventing any person from doing business with any master electrician whose license has not been suspended or revoked.

(Code 1993, § 14-120; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-119), 11-5-2012)

Sec. 10-147. Duties:

The electrical inspector shall, upon application, cause to be issued permits for the installation and alteration of electrical wiring, devices, appliances, fixtures, apparatus and equipment, and final inspections, and shall be responsible for inspection of all new electrical installations and re-inspections of all electrical installations, as provided for in this article.

(Code 1993, § 14-121; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-120), 11-5-2012)

Sec. 10-148. Right of entry:

The electrical inspector or his designee shall have the right to enter any building in the discharge of his official duties or for the purpose of making any inspection or re-inspection of the installation of electrical electric wiring, apparatus, devices, appliances, fixtures, and electrical equipment.

(Code 1993, § 14-122; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-121), 11-5-2012)

Sec. 10-149. Disconnect service:

The electrical inspectors are hereby empowered, in emergencies, to disconnect and to order the discontinuance of electrical services to any electric wiring, apparatus, device, appliance, fixture or equipment found to be dangerous to life or property within the provisions of this article until such wiring, apparatus, device, appliance, fixture or equipment and its installation has been made safe.

(Code 1993, § 14-123; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-122), 11-5-2012)

Sec. 10-150. Decision of questions:

The electrical inspector shall decide all questions not provided for in this article pertaining to the installation, operation, or maintenance of electric wiring and apparatus, subject to appeal to the city council.

(Code 1993, § 14-124; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-123), 11-5-2012)

Sec. 10-151. Review of decisions:

Any person aggrieved by any action of an electrical inspector may within ten days after such action file a petition, in writing, with the city council and thereupon the city council will render a decision within 15 days. The city council shall have the right to sustain, modify or reverse the action of any electrical inspector, provided, that until such time as the electrical inspector's action is reversed or modified by the city council, such action shall remain in effect. The decision of the city council shall be final.

~~(Code 1993, § 14-125; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-124), 11-5-2012)~~

Sec. 10-152. Records.

~~The electrical inspector shall keep complete records of all permits issued, inspections and re-inspections made, and other official work performed in accordance with the provisions of this article.~~

~~(Code 1993, § 14-126; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-125), 11-5-2012)~~

Secs. 10-153—10-170. Reserved.

DIVISION 3. ELECTRICIANS

Subdivision I. In General

Sec. 10-171. Work restricted.

~~No electrical work shall be performed by any person not holding a license required by the provisions of this division.~~

~~(Code 1993, § 14-140; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-140), 11-5-2012)~~

Sec. 10-172. Homeowners.

~~A homeowner shall be permitted to do electrical work on the dwelling he resides in, provided a permit is acquired for such work and the work is inspected and approved by the electrical inspector.~~

~~(Code 1993, § 14-141; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-141), 11-5-2012)~~

Sec. 10-173. Supervision of work.

~~All electrical work performed within the city shall be under the control, supervision, direction, and responsibility of a master electrician licensed by the state. A journeyman or apprentice electrician shall perform the actual work under the supervision, control and responsibility of a master electrician.~~

~~(Code 1993, § 14-147; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2002-05, § 4, 3-18-2002; Ord. No. 2004-11, § 2, 12-6-2004; Ord. No. 2012-20, § 1(14-147), 11-5-2012; Ord. No. 2014-10, § 3(14-147), 5-5-2014)~~

Secs. 10-174—10-210. Reserved.

Subdivision II. Master Electrician

Sec. 10-211. License required.

Except as otherwise provided by this article, it shall be unlawful for any person to perform or contract for electrical work within the city unless such person is licensed by the state as a master electrician.

(Code 1993, § 14-185; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2004-11, § 2, 12-6-2004; Ord. No. 2012-20, § 1(14-185), 11-5-2012; Ord. No. 2014-10, § 1(14-185), 5-5-2014)

Sec. 10-212. Insurance.

(a) For any permits to be issued, the applicant must provide evidence of holding a comprehensive general liability insurance policy (including products liability and completions operations coverage) with minimum limits as currently established or as hereafter adopted by resolution of the city council from time to time. This policy must be issued by a carrier with a rating of B+ or better in the last published edition of Best's Insurance Reports Property Casualty Volume (published by A. M. Best Company, Oldwiche, New Jersey 08858). Proof of the coverage shall be provided in the form of a certificate issued by an authorized agent or employee of the company issuing the policy, that specifies coverage and identifies the insured. Each certificate shall provide that not less than 30 days' written notice shall be given to the city in the event of reduction or cancellation of the policy prior to the expiration date specified on the certificate, or lapse by nonrenewal.

(b) These insurance requirements would not apply to any permits obtained by homeowners as outlined in section 10-172.

(Code 1993, § 14-194; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2014-10, § 3(14-193), 5-5-2014)

Sec. 10-213. Issuance of permits restricted.

A master electrician shall take out electrical permits only under his own license, and shall supervise, direct and control the electrical work for which the electrical permit is obtained.

(Code 1993, § 14-195; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-194), 11-5-2012)

Sec. 10-214. Misuse of license.

No master electrician shall assign or in any other way convey his license, its use, or its rights, to anyone by power of attorney or any other process, or become involved in any type of agreement, assignment or use whereby the master electrician will not have supervision, direction and control of the electrical work for which he has obtained electrical permits.

(Code 1993, § 14-196; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-195), 11-5-2012)

~~Secs. 10 215 — 10 236. Reserved.~~

Subdivision III. Journeyman Electrician

~~Sec. 10 237. License required.~~

~~No person shall undertake any work as a journeyman electrician unless such person has first obtained the appropriate current state electrician license.~~

~~(Code 1993, § 14 210; Ord. No. 2000 30, § 2, 1 2 2001; Ord. No. 2004 11, § 2, 12 6 2004; Ord. No. 2012 20, § 1(14 210), 11 5 2012; Ord. No. 2014 10, § 3(14 210), 5 5 2014)~~

~~Sec. 10 238. Display.~~

~~Every journeyman electrician shall carry his license while performing the acts which this license entitles him to perform.~~

~~(Code 1993, § 14 15; Ord. No. 2000 30, § 2, 1 2 2001; Ord. No. 2012 20, § 1(14 210), 11 5 2012)~~

~~Secs. 10 239 — 10 269. Reserved.~~

Subdivision IV. Apprentice Electrician Registration

~~Sec. 10 270. License required.~~

~~No person shall undertake any work as an apprentice electrician unless such person has first obtained the appropriate current state electrician license.~~

~~(Code 1993, § 14 230; Ord. No. 2000 30, § 2, 1 2 2001; Ord. No. 2004 11, § 2, 12 6 2004; Ord. No. 2012 20, § 1(14 230), 11 5 2012; Ord. No. 2014 10, § 3(14 230), 5 5 2014)~~

~~Sec. 10 271. Display.~~

~~Every apprentice electrician shall carry his license while performing the acts which this license entitles him to perform.~~

~~(Code 1993, § 14 234; Ord. No. 2000 30, § 2, 1 2 2001; Ord. No. 2012 20, § 1(14 234), 11 5 2012)~~

~~Secs. 10 272 — 10 290. Reserved.~~

DIVISION 4. PERMITS AND INSPECTIONS

Sec. 10 291. Permit required.

No wiring, poles, duct line, apparatus, devices, appliances, fixtures or equipment for the transmission, distribution or utilization of electrical energy for any purpose shall be installed within the city limits, nor shall any alteration or addition be made to any such existing wiring, poles, duct lines, apparatus, devices, appliances, fixtures or equipment without first securing a permit.

(Code 1993, § 14 245; Ord. No. 2000 30, § 2, 1 2 2001; Ord. No. 2012 20, § 1(14 245), 11 5 2012)

Sec. 10 292. Exceptions — Enumerated.

(a) No permit shall be required for replacing fuses or lamps or the connection of portable equipment to suitable permanently installed receptacles or for repairs to portable appliances.

(b) No permit shall be required for replacing flush or snap switches, receptacles, light fixtures or minor repairs on permanently connected electrical appliances, replacement of small motors of same voltage, amperage, horsepower, but not to exceed three horsepower.

(c) No permit shall be required for the installation, maintenance or alteration of wiring poles and down guys, apparatus, devices, appliances or equipment for telegraph, telephone, signal service or central station protective service used in conveying signals or intelligence, except where electrical work is done on the primary side of the source of power at a voltage over 50 volts and of more than 500 watts.

(d) No permit shall be required for the installation, maintenance or alteration of electric wiring, apparatus, devices, appliances or equipment to be installed by an electric public service company for the use of such company in the generation, transmission, distribution, sale or utilization of electrical energy. However, an electric public service company shall not do any wiring on a customer's premises other than wiring which is a part of the company's distribution system, including metering equipment wherever located and transformer vaults in which company's transformers are located, nor shall any of its employees do any work other than that done for such company as hereinbefore provided for, by virtue of this exception.

(e) No permit shall be required for the installation of temporary wiring, apparatus, devices, appliances or equipment used by a recognized electrical training school or college.

(f) No permit shall be required for the installation and maintenance of railway crossing signal devices when such is performed by due authority of the railroad and in accordance with the standards of the American Railroad Association.

(Code 1993, § 14 246; Ord. No. 2000 30, § 2, 1 2 2001; Ord. No. 2012 20, § 1(14 246), 11 5 2012)

Sec. 10 293. Same — Compliance.

Where no permit is required for the installation or repair of wiring, apparatus, devices, or equipment for the transmission, distribution, or utilization of electrical energy for any purpose, the

~~wiring, apparatus, devices or equipment shall be installed or repaired in conformity with the provisions of the version National Electrical Code adopted by Council.~~

~~(Code 1993, § 14-247; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-247), 11-5-2012)~~

Sec. 10-294. Emergencies:

~~The electrical inspector may issue and enforce any rules or regulations he may deem necessary covering the granting of emergency permits.~~

~~(Code 1993, § 14-251; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-251), 11-5-2012)~~

Sec. 10-295. Application:

~~(a) To obtain an electrical permit, the applicant shall first file an application in writing. Each application shall:~~

~~(1) Identify and describe the work to be covered by the permit.~~

~~(2) Describe the location of the proposed work by street address.~~

~~(3) Show the use or occupancy of the building.~~

~~(4) Be accompanied by plans and specifications as required by the electrical inspector. However, a permit may be issued covering part of a building or structure before the entire plans and specifications for the whole building or structure have been submitted or approved, provided adequate information and detailed statements have been made complying with all pertinent requirements of this article. The holder of such permit may proceed without assurance that the permit covering the work in the entire building or structure will be granted.~~

~~(5) Be signed by the master electrician.~~

~~(b) The permit, when issued, shall be issued to the applicant to cover the proposed work as described and detailed. Any changes or additions must be covered by additional permits at the time changes are made.~~

~~(Code 1993, § 14-252; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2002-05, § 6, 3-18-2002; Ord. No. 2012-20, § 1(14-252), 11-5-2012)~~

Sec. 10-296. Checking of plans and specifications:

~~The application, plans, and specifications filed by an applicant for an electrical permit shall be checked by the electrical inspector. The issuance of a permit based upon these plans and specifications shall not prevent the electrical inspector from requiring the correction of errors. Such plans may be reviewed by other departments of the city to check compliance with laws and ordinances under their jurisdiction.~~

~~(Code 1993, § 14-253; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2002-05, § 7, 3-18-2002; Ord. No. 2012-20, § 1(14-253), 11-5-2012)~~

Sec. 10 297. Fees.

- ~~(a) Before any permit shall be issued, under the provisions of this division, the applicant shall pay fees according to the established schedule adopted by resolution of the city council from time to time.~~
- ~~(b) Ordinary fees will be doubled for any permit issued after the work has been started or after the work has been partially completed or concealed.~~
- ~~(c) In case it becomes necessary to make a re inspection of any work, fees will be charged according to the established schedule.~~

~~(Code 1993, § 14 254; Ord. No. 2000 30, § 2, 1 2 2001; Ord. No. 2012 20, § 1(14 254), 11 5 2012)~~

Sec. 10 298. Temporary installations.

~~No permit for temporary use shall be valid for a longer period than 90 days unless required for construction purposes. At the end of 90 days, the electrical inspector may issue written instructions to the electric public service company to disconnect service to the temporary installation. A letter addressed to "occupant" at the address of the temporary installation shall be deemed as being sufficient to notify the owner, if name and address of owner is not known to the electrical inspector.~~

~~(Code 1993, § 14 255; Ord. No. 2000 30, § 2, 1 2 2001; Ord. No. 2012 20, § 1(14 255), 11 5 2012)~~

Sec. 10 299. Display.

~~Any permit for electrical work shall be displayed in a visible location.~~

~~(Code 1993, § 14 261; Ord. No. 2000 30, § 2, 1 2 2001; Ord. No. 2012 20, § 1(14 261), 11 5 2012)~~

Sec. 10 300. Expiration.

~~Every permit issued shall expire and become null and void if the building or work authorized by such permit is not commenced within 60 days from the date of the permit or if the building or work authorized by the permit has been suspended for a period of 180 days. Before such work can be restarted, a new permit shall be obtained.~~

~~(Code 1993, § 14 262; Ord. No. 2000 30, § 2, 1 2 2001; Ord. No. 2012 20, § 1(14 262), 11 5 2012)~~

Sec. 10 301. Refusal to finish installation.

~~Any electrical contractor who accepts payment for electrical work, then refuses to finish the work for which a permit was issued, shall, after written notification by the electrical inspector, and~~

~~after being reviewed by the city council, be prohibited from pulling permits or performing new work within the city limits until such work is completed.~~

~~(Code 1993, § 14-263; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-263), 11-5-2012)~~

~~Sec. 10-302. Suspension or revocation.~~

~~The electrical inspector may, in writing, suspend or revoke an electrical permit issued under the provisions of this division whenever the permit is issued in error or on the basis of incorrect information supplied or when in violation of any ordinance, regulation or any of the provisions of this article.~~

~~(Code 1993, § 14-264; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-264), 11-5-2012)~~

~~Sec. 10-303. Certificate of approval.~~

~~When the electrical work is found to be in compliance with this article, the electrical inspector shall give approval to the public utility company authorizing connection of the electrical service.~~

~~(Code 1993, § 14-269; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-269), 11-5-2012)~~

~~Sec. 10-304. Death of master electrician.~~

~~After the death of a master electrician, for a period of 60 days, any person engaged in the electrical contractor business shall have the privilege of completing any work currently authorized under the master electrician's license.~~

~~(Code 1993, § 14-272; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2012-20, § 1(14-272), 11-5-2012; Ord. No. 2014-10, § 3(14-272), 5-5-2014)~~

~~Sec. 10-305. Electrical code adoption.~~

~~(a) With the passing of the ordinance from which this article derives, the 2017 edition of the National Electrical Code, NFPA 70, prepared by the National Fire Protection Association, Inc., will be adopted.~~

~~(b) In case of conflict between the provisions of the National Electrical Code and the provisions of this article, this article shall prevail. In the case of a conflict between the National Electrical Code and any other code adopted by this article, the most restrictive provision shall prevail.~~

~~(Code 1993, § 14-285; Ord. No. 2000-30, § 2, 1-2-2001; Ord. No. 2007-13, § 2, 11-5-2007; Ord. No. 2012-20, § 1(14-284), 11-5-2012; Ord. No. 2014-10, § 3(14-284), 5-5-2014; Ord. No. 2019-31, § 8, 11-18-2019)~~

Sec. 10 306. Reserved.

Editor's note(s) — Ord. No. 2019 31, § 9, adopted Nov. 18, 2019, repealed § 10 306, which pertained to special provisions and derived from the 1993 Code; Ord. No. 2000 30, adopted Jan. 2, 2001; Ord. No. 2012 20, adopted Nov. 5, 2012; Ord. No. 2012 42, adopted Oct. 15, 2012; Ord. No. 2012 49, adopted Nov. 19, 2012.

Secs. 10 307 — 10 332. Reserved.

ARTICLE VI. PLUMBING AND GAS

DIVISION 1. GENERALLY

Sec. 10 333. Compliance with plumbing license law required.

Before any person shall do any work or make any connections with the sewer or gas system in the city, or do any plumbing work connected or intended to be connected with the sewer or gas system, he shall be licensed as provided in the state plumbing license law, V.T.C.A., Occupations Code ch. 1301.

(Code 1978, § 19-1; Code 1993, § 14-390)

Secs. 10 334 — 10 356. Reserved.

DIVISION 2. CODES

Sec. 10 357. International Plumbing Code adopted.

The International Plumbing Code, 2015 edition, hereinafter sometimes referred to as the "code," as published by the International Code Council, Inc., and as amended herein, is hereby adopted. A copy of said code made a part hereof for all purposes, an authentic copy of which has been filed with the city secretary.

(Code 1993, § 14 405; Ord. No. 2001 26, § 1, 1-7-2002; Ord. No. 2007 13, § 4(14 405), 11-5-2007; Ord. No. 2014 10, § 5(14 405), 5-5-2014; Ord. No. 2019 31, § 10, 11-18-2019)

Sec. 10 358. Amendments to the International Plumbing Code.

(a) Section 103 of the plumbing code adopted in section 10 357 is hereby amended to provide as follows:

103 Department of Plumbing Inspection. The enforcement of this code shall be under the administrative and operational control of the building official. The building official shall have such duties, and shall be selected and serve in the position at the pleasure of the City Manager and may be removed without cause by City Manager. The building official may appoint deputies to assist him/her. Said deputies shall serve at the pleasure of the building

~~official and may be removed without cause by the building official. Any reference in this code to the code official shall mean the building official or the building official's designee.~~

~~(b) Section 104 of said code is hereby amended by adding a new section 104.8, to provide as follows:~~

~~104.8 Stop Work Orders. Whenever any work is being done contrary to the provisions of this code, the Building official may order the work stopped by notice in writing served on any persons engaged in the doing or causing such work to be done, and any such persons shall stop work until authorized in writing by the building official to proceed with the work. The building official shall issue all necessary notices or orders to ensure compliance with this code.~~

~~(c) Sections 106.5.3 and 106.5.4 of said code are deleted in their entirety and a new section 106.5.3 is substituted therefor as follows:~~

~~106.5.3 Expiration. Every permit issued shall become invalid unless the work at the site authorized by such permit is commenced within 180 days after its issuance. The building official is authorized to grant, in writing, an extension or extensions of such permit, provided the maximum term of said permit shall not exceed one and one half (1½) years. If any permitted work is not completed within this limitation, then the permit shall become invalid and must be reissued in order to resume work, together with payment of fees for such reissued permit.~~

~~(d) Section 106.6.1 of said code is hereby amended to provide as follows:~~

~~106.6.1 Work commencing before permit issuance. The fee for work commenced without a permit shall be double the fee set forth in the fee schedule adopted by the City.~~

~~(e) Section 106.6.3 of said code is deleted in its entirety.~~

~~(f) Section 106.6.2 of said code is hereby amended to provide as follows:~~

~~106.6.2 Fee schedule. Fees shall be charged in accordance with the City's fee schedule, as it may be amended from time to time.~~

~~(g) Section 106 of said code is amended by adding a new section 106.6.4, which provides as follows:~~

~~106.6.4 State License. All persons performing work in the City governed by this code shall be licensed by the State of Texas, and shall submit to the City proof of insurance as required by the State or by statute.~~

~~(h) Section 109 of said code is hereby amended to provide as follows:~~

~~109. Means of Appeal. Appeals of orders, decisions, or determinations made by the building official in interpreting or applying this code shall be to Zoning Board of Adjustments. The Zoning Board of Adjustments may obtain the assistance of persons who are qualified by experience and training on the particular subject under consideration.~~

~~(i) Section 108 of said code is deleted in its entirety and the penalty provision in section 1-14 of the City Code substituted in its place.~~

~~(j) Section 305.4.1 of said code is hereby amended to provide as follows:~~

~~305.4.1 Sewer depth. Building sewers that connect to private sewage disposal systems shall be installed not less than six inches (6") below finished grade at the point of septic tank connection. Building sewers shall be installed not less than eighteen inches (18") below grade.~~

~~(k) Section 903.1 of said code is hereby amended to provide as follows:~~

~~903.1 Roof extension. Open vent pipes that extend through a roof shall be terminated not less than six inches (6") above the roof. Where a roof is to be used for assembly or as a promenade, observation deck, sunbathing deck or similar purposes, open vent pipes shall terminate not less than seven feet (7') above the roof.~~

~~(l) Appendices.~~

~~(1) Appendix A, Plumbing Permit Fee Schedule, is deleted in its entirety~~

~~(2) The following appendices contained in the code are adopted in their entirety:~~

~~Appendix B, Rates of Rainfall for Various Cities;~~

~~Appendix C, Structural Safety;~~

~~Appendix D, Degree Day and Design Temperature; and~~

~~Appendix E, Sizing of Water Piping System.~~

~~(Code 1993, § 14-406; Ord. No. 2001-26, § 1, 1-7-2002; Ord. No. 2007-13, § 4(14-406), 11-5-2007; Ord. No. 2014-10, § 5(14-406), 5-5-2014; Ord. No. 2019-31, § 11, 11-18-2019)~~

Secs. 10 359 — 10 368. Reserved.

Section 4. Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any 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 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 16th DAY OF December 2024.

COUNCILMAN FORD	<u>YEA</u>
COUNCILMAN GARCIA	<u>YEA</u>
COUNCILMAN DUNAGIN	<u>YEA</u>
COUNCILMAN COVINGTON	<u>YEA</u>
COUNCILMAN PARR	<u>ABSENT</u>

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE ____ DAY OF _____ 2024.

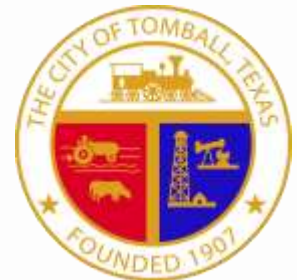
COUNCILMAN FORD	_____
COUNCILMAN GARCIA	_____
COUNCILMAN DUNAGIN	_____
COUNCILMAN COVINGTON	_____
COUNCILMAN PARR	_____

LORI KLEIN QUINN, Mayor
City of Tomball

ATTEST:

Tracy Garcia, City Secretary
City of Tomball

International Building Codes (IBC) 2021 Edition Update



Purpose of building codes

- Promotes higher quality construction
 - Reduces potential hazards
 - Provides higher safety standards for the public and first responders
- Protects investments
- Promotes energy conservation/lower utility bills



Why update codes?

- Updated technology and methods
- ISO Building Code Effectiveness Grading Schedule
 - Scores municipalities on codes (loss risks) and provides them to insurance providers, can affect insurance premiums
 - Municipalities with effective, well-enforced codes should demonstrate lower losses and lower insurance rates
- Industry standard
 - Streamlines permitting process
 - Many nearby communities are on newer codes



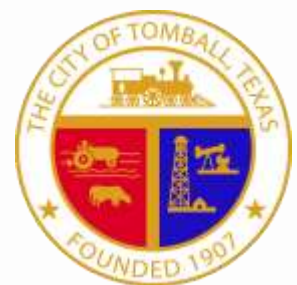
Comparable cities

Municipality	Building Code	Fire Code
Bellaire	2021	2021
Humble	2018	2018
West University Place	2021	2021
Katy	2021	2021
Stafford	updating to 2024	updating to 2024
Pearland	2021	2021
Webster	2021	2021
Friendswood	2018	2018
Jersey Village	2018	2018
Conroe	2009	2009



Why the urgency?

- ISO review of the City
 - Prior BCEGS rating of Class 4
 - Current BCEGS rerating of Class 9 (lower number is better)



Proposed updates

- 2023 National Electric Code
- 2021 International Code Council (ICC) Editions
 - International Residential Code
 - International Building Code
 - International Mechanical Code
 - International Plumbing Code
 - International Fuel Gas Code
 - International Energy Conservation Code
 - International Swimming Pool and Spa Code
 - International Property Maintenance Code
 - International Existing Building Code
 - International Performance Code
 - International Solar Energy Provisions Code



What has been done so far?

- Purchased updated code books
- Training on 2021 codes
 - Building Officials, Plan Reviewers, and Inspectors
- Informed the development community of the proposed update



Significant code changes

- Outlined in background information
- Mostly just clarifications
- Allows for new technology
- Consistency with state-mandated Energy Conservation Code (2021 IECC)
- 2021 codes have become the industry standard
 - Anticipate little to no impact on permitting matters



Adoption schedule

- City Council Workshop
 - December 2, 2024
- Planning & Zoning Commission
 - December 9, 2024
- Regular City Council
 - December 16, 2024 - first reading of ordinance
 - January 6, 2025 - second reading of ordinance



2021 International Building Code

Overview of Changes

The scope of the International Building Code (IBC) applies to the construction, alteration, movement, enlargement, replacement, repair, use and occupancy, location, maintenance, and removal or demolition of buildings and structures. The IBC establishes the minimum requirements to safeguard the public health, safety and general welfare through structural strength, proper exits, and sanitation. The IBC is also designed to provide safety for firefighters and emergency responders from fire and other hazards associated with the building's environment.

The 2021 IBC continues to establish minimum regulations for building systems using prescriptive and performance-related provisions. The code changes in this cycle result in technical consistency with the other *International Codes*.

New in the 2021 IBC Edition

- **404.5 Smoke control** in atriums. In the evaluation of whether a smoke control system is required for an atrium condition, vertical opening protection consisting of a combination of both the atrium and a shaft enclosure is now recognized.
- **406.2.4 Floor surfaces** in parking garages. The mandate for a sloping floor in the vehicle areas of parking garages has been reinstated in the IBC for those garages classified as Group S-2 occupancies.
- **407.6.1 Activation of automatic-closing doors.** In Group I-2 occupancies, the closing of automatic-closing doors on hold-open devices must now also occur upon activation of the fire alarm system or automatic sprinkler system.
- **411.5 Puzzle room exiting.** Puzzle rooms are now regulated in a manner consistent with traditional special amusement areas. Special means of egress requirements have been established for puzzle rooms.
- **414.2.3 Fire wall use for control areas.** The scoping limitations of a fire wall's use to create separate buildings have been expanded through a new allowance for the number of control areas permitted.
- **424 Play structures.** The interior finish materials of play structures are now regulated for flame spread purposes.
- **506.3.2 Allowable area frontage increase.** The methodology for establishing the permissible allowable area increase for frontage has been simplified by using a table.

2021 International Residential Code Overview of Changes

The *International Residential Code* (IRC) is a standalone code that regulates the construction of detached one-and-two family dwellings and townhouses not more than three stories in height. There have been significant changes made to the IRC since the initial 2000 edition. This overview is intended to highlight the significant changes contained in the 2021 IRC.

New In the 2021 Edition

- **301.2(2) Ultimate Design Wind Speed** has been aligned with IBC and ASCE 7 maps.
- **302.5.1 Opening Protection** has been clarified to state that doors separating the garage and dwelling must be self-latching, as well as self-closing.
- **310.1.1 Operational constraints and opening control devices** clarifies that window opening control devices and fall prevention devices, complying with ASTM 2090, shall be allowed on emergency escape and rescue windows. The height of the mechanism is restricted to not more than 70" above the finished floor.
- **311.7 Stairways** clarifies that stairways not within or attached to a building, porch, or deck are not regulated by this section. *(Example: A stairway in the yard leading to a firepit area would not have to meet the riser height, tread depth, handrail, etc., requirements that a stairway inside of the house must meet.)*
- **314.3 Location** is modified with a new location requirement for smoke alarms to address areas with high ceilings adjacent to hallways serving bedrooms. *(In the hallway and in the room open to the hallway, where the ceiling height of a room open to a hallway serving bedrooms exceeds that of the hallway by 24" or more.)*
- **315.2.2 Alterations, repairs and additions** is modified to require that carbon monoxide alarms be installed when there are repairs to, or replacement of, fuel fired mechanical systems.
- **323.1.1 Sealed Documents.** This is a newly added section requiring storm shelter construction documents be prepared and sealed by a registered design professional. There is an exception to this for systems that are listed and labeled to indicate compliance with ICC-500.
- **326 Habitable Attics** is modified to limit the area of a habitable attic to not greater than one-third of the floor area of the story below. The allowable area is allowed to be increased to not greater than one-half of the floor area of the story below when located within a dwelling unit equipped with a fire sprinkler system.
- **609.4.1 Garage door labeling** has been added to require that all garage doors have a permanent label provided by the manufacturer. The label shall identify the door manufacturer, the model/series number, the wind pressure rating, the installation instruction drawing reference number, and the applicable test standard.
- **N1101.14 (R401.3) Certificate** is modified by requiring additional information related to the building thermal envelope, solar energy, Energy Rating Index, and the code edition be added to the energy certificate.
- **Table N1102.1.3 (R402.1.3) Minimum R-Values and Fenestration Requirements** is modified by increasing the Ceiling R-Value requirements from R38 to R49.

- **N1104.3 (R404.3) Exterior lighting controls** have been added to require automatic shutoff of all permanently installed exterior lighting fixtures, where the total permanently installed exterior lighting power is greater than 30 watts.
- **G2415.5 Fittings in concealed locations.** Plugs and caps have been added to the list of threaded fittings approved for concealed locations.
- **G2447.2 Prohibited location** has been modified by deleting the exception allowing a commercial cooking appliance in a dwelling unit when the installation is designed by an engineer, the appliance must now also be listed as a domestic cooking appliance.
- **P2905.3 Hot water supply to fixtures** was added. The developed length of hot water piping, from the source of hot water to the fixtures that require hot water, shall not exceed 100'. Water heaters and recirculating system piping shall be considered sources of hot water.
- **E3601.8 Emergency disconnects (230.85)** is added to require all one- and two-family dwellings to have an emergency disconnect in a readily accessible outdoor location.
- **E3606.5 Surge protection (230.67)** is added requiring all services supplying one- and two-family dwelling units to be provided with a surge-protection device at the service panel. This section will also be applicable when the service equipment is replaced.
- **E3901.4.2 [210.52(C)(2)] Island and peninsular countertops and work surfaces** is modified to determine that the number of required receptacle outlets is based off the area of countertop surface. *(One receptacle outlet for the first 9 sq. ft., or fraction thereof. One receptacle outlet for each additional 18 sq. ft., or fraction thereof.)*

2021 International Plumbing Code Overview of Changes

The *2021 International Plumbing Code (IPC)* contains many changes that provide clarity of content and resolve common interpretation problems. The scope of the 2021 IPC continues to encompass the initial design of the plumbing system, the installation and construction of plumbing systems, and the maintenance of operating systems. All plumbing systems which are provided for utilization by and for the general safety and well-being of the occupants of a building are intended to be governed by the code. Plumbing installations associated with one-and-two family dwellings are regulated by the *International Residential Code*.

New in the 2021 Edition

- **202 Public or Public Utilization.** The definitions of “public” and “private” are simplified to make a clearer distinction as to which plumbing fixtures are intended to be configured for public use.
- **403.1.1 Fixture calculations.** The minimum fixture quantities for multiple-user toilet facilities designed to serve all genders must be calculated 100 percent based on total occupant load.
- **403.2 Separate facilities.** Designs for multiple-user facilities serving both sexes are possible.
- **407.2 Bathtub waste outlets and overflows.** Bathtubs are no longer required to have an overflow outlet.
- **606.1 Location of full-open valves.** Multiple tenant buildings must have a main water shutoff valve for each tenant space.
- **708.1.6 Cleanout equivalent.** Removable traps and removable fixtures with integral traps are acceptable as equivalent to cleanouts.

2021 International Mechanical Code Overview of Changes

The latest code change cycle resolved common interpretation problems and provided clarity of content to the 2021 *International Mechanical Code* (IMC). The code was also changed to reflect current design, construction and inspection methods. In order to keep the IMC up to date on new technology, requirements to assist designers, installers and inspectors as the demand for new energy sources increase.

The 2021 IMC is primarily intended to be a commercial code. Therefore, mechanical installations associated with one-and-two family dwellings are regulated by the *International Residential Code*.

New in the 2021 Edition:

- **401.4 Intake opening location.** A new type of factory-built combination exhaust and intake air fitting is introduced that does not require separation between the two openings.
- **502.20 Manicure and pedicure stations.** The code now requires the continuous operation of nail salon exhaust systems during business hours.
- **504.4.1 Termination location.** New text was added to address the possibility of dryer exhaust air being reintroduced into a building interior.
- **506.3.7 Prevention of grease accumulation in grease ducts.** A new exception exempts factory-built grease ducts from the duct slope prescriptions of the code, relying instead on the slope requirements stated in the product listing and manufacturer's installation instructions.
- **602.2.1.8 Pipe and duct insulation within plenums.** This revision addresses the practice of using pipe insulation materials to protect piping that does not meet the required fire performance requirements.
- **1105.9 Means of egress.** Revised egress requirements for machinery rooms from the IBC were added to the IMC to prevent such requirements from being overlooked.

2021 International Fuel Gas Code Overview of Changes

The *2021 International Fuel Gas Code* (IFGC) consolidates all code changes from the fuel gas related installations into one convenient document. It is a compilation of fuel gas related text from the International Mechanical Code, the International Plumbing Code, and the National Fuel Gas Code. The code is designed to complement the family of International Codes, including the International Mechanical Code, the International Plumbing Code, the International Fire Code, and the International Building Code.

The IFGC regulates fuel gas distribution piping systems, gas-fired appliance installation and gas-fired appliance venting systems for structures other than one-and-two family dwellings. Fuel gas installations associated with one-and-two family dwellings are regulated by the International Residential Code.

New in the 2021 Edition:

- **307.2 Fuel-burning appliances.** The termination of concealed condensate piping shall be marked to indicate whether the piping is connected to the primary drain or the secondary drain.
- **403.8.3 Threaded joint sealing.** the text was revised to require the use of thread joint sealants (aka, joint compounds, pipe dope, pipe tape). In the past, the code addressed pipe thread sealants but never required them to be used.
- **404.5 Fittings in concealed locations.** Plugs and caps have been added to the list of fittings approved for installation in concealed spaces.
- **618.6 Furnace plenums and air ducts.** New text clarifies the intent to prohibit pulling return air from the mechanical room.

2021 International Energy Conservation Code Overview of Changes

The International Energy Conservation Code (IECC) establishes regulations for the design of energy-efficient residential and commercial buildings and structures, as well as portions of factory and industrial occupancies designed for human comfort.

The State of Texas is divided into climate zones which are used in determining applicable requirements for residential and commercial energy efficiency. Insulation, window and skylight requirements for the thermal envelope for both residential and commercial buildings are based on the climate zones. The performance criteria for compliance with residential energy efficiency requirements using simulated energy analysis are also addressed.

New in the 2021 Edition

- **R402.1.3 Insulation Minimum R-Values.** Is modified by increasing the ceiling R-value from R38 to R49.
- **R402.4.6 Electrical and communication outlet boxes (air-sealed).** Is a newly added section that requires all electrical and communication outlet boxes installed in the building thermal envelope to be sealed, tested, and marked for compliance with NEMA OS 4.
- **R404.2 Interior lighting controls.** Is a newly added section requiring all permanently installed interior lighting fixtures to be controlled with a dimmer, an occupant sensor control, or another control that is installed or built into the fixture. Bathrooms, hallways, exterior lighting, and lighting designed for safety or security are exempt from this section.
- **R404.3 Exterior lighting controls.** Is a newly added section requiring automatic shutoff of all permanently installed exterior lighting fixtures, where the total permanently installed exterior lighting power is greater than 30 watts.

2021 International Property Maintenance Code

Overview of Changes

The 2021 *International Property Maintenance Code* (IPMC) continues to emphasize protection of health, safety and welfare while providing code requirements that are enforceable in the diverse types of buildings that exist. Providing a safe means of egress, preventing hazardous structural conditions and reducing health hazards by providing a clean, sanitary environment are the key components of the code.

The IPMC applies to all existing structures, including residential and nonresidential property and addresses the following areas:

- Administration, enforcement and penalties associated with the code
- Determination and assignment of responsibility for code compliance among the owner, operator and occupant of a property
- Minimum property maintenance conditions for existing structures and premises in regard to structural safety, sanitation, health and comfort
- Regulating the use of existing dwelling through the establishment of occupancy limitations
- Maintenance of means of egress and fire safety, with appropriate references to the *International Fire Code*

2023 National Electric Code Overview of Changes

The National Electrical Code (NEC) is published by the National Fire Protection Association and updated every three years by issuing a new edition.

2023 Edition of the NEC

The 2023 NEC contains several changes, most of which are designed to provide clarity for existing code provisions. However, there are some new provisions and changes included in the 2020 NEC.

New in the 2020 Edition

- **210.8(A) Dwelling Units** now requires ground-fault circuit-interrupter (GFCI) protection for up to 250-volt receptacles in the areas previously identified as requiring GFCI protection for 125-volt receptacles.
- **210.8(A)(11) Indoor damp and wet locations.** GFCI protection is now required for indoor damp and wet locations not included in the other specific locations requiring protection.
- **210.52(C)(2) Island and peninsular countertops and work surfaces** is modified to determine that the number of required receptacle outlets is based off the area of countertop surface. *(One receptacle outlet for the first 9 sq. ft., or fraction thereof. One receptacle outlet for each additional 18 sq. ft., or fraction thereof.)*
- **230.67 Surge protection** is added requiring all services supplying one- and two-family dwelling units to be provided with a surge-protection device at the service panel. This section will also be applicable when the service equipment is replaced.
- **230.85 Emergency disconnects** is added to require all one- and two-family dwellings to have an emergency disconnect in a readily accessible outdoor location.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 6, 2025

Topic:

Adopt on Second Reading, Ordinance No. 2024-43, an Ordinance Amending The Code Of Ordinances Of The City Of Tomball, Texas, By Adopting The International Fire Code, 2021 Edition; By Amending Section 20-25, International Fire Code Adopted, Article II, Fire Code, Of Chapter 20, Fire Prevention And Protection; By Deleting And Replacing Section 20-28 Of Article II, Fire Code; Providing For Penalty In An Amount Not To Exceed \$2,000.00 Per Day For Violation Of Any Provision Hereof, With Each Day Constituting A Separate Offense; Providing A Repealer; Providing For Severability; And Making Other Findings Related Thereto.

Background:

First Reading passed and approved during the December 16, 2024, Regular City Council meeting.

The City has adopted various versions of the International Fire Code over the past several years. This code is updated every three years. Presently, the City includes the 2015 version in its ordinances. Historically, the City remains one code cycle behind in its adoption cycle to allow for other, larger adopters to work through any issues that may arise. With the 2024 version in place, the Fire Department requests that the City adopt the 2021 version of the IFC and the 2021 version of the Life Safety Code.

Origination: Fire Department

Recommendation:

Approval

Party(ies) responsible for placing this item on agenda: Joe Sykora, Fire Chief

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account: # _____ To Account: # _____

Signed: Joe Sykora, Fire Chief 11/26/2024 **Approved by:** _____
Staff Member Date City Manager Date

ORDINANCE NO. 2024-43

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF TOMBALL, TEXAS, BY ADOPTING THE INTERNATIONAL FIRE CODE, 2021 EDITION; BY AMENDING SECTION 20-25, INTERNATIONAL FIRE CODE ADOPTED, ARTICLE II, FIRE CODE, OF CHAPTER 20, FIRE PREVENTION AND PROTECTION; BY DELETING AND REPLACING SECTION 20-28 OF ARTICLE II, FIRE CODE; PROVIDING FOR PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 PER DAY FOR VIOLATION OF ANY PROVISION HEREOF, WITH EACH DAY CONSTITUTING A SEPARATE OFFENSE; PROVIDING A REPEALER; PROVIDING FOR SEVERABILITY; AND MAKING OTHER FINDGINS RELATED THERETO.

* * * * *

WHEREAS, the 2021 edition of the International Fire Code has been published, and adoption of the 2021 edition is now proposed; and

WHEREAS, the Fire Chief has reviewed and favorably recommends the adoption of the 2021 International Fire Code together with the local amendments appropriate for the City of Tomball, Texas; and

WHEREAS, the City Council of the City of Tomball, Texas finds it to be in the best interest of the health, safety, and welfare of its citizens to adopt the International Fire Code, 2021 edition, and amend said code;

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

Section 1. The facts and matters set forth in the preamble to 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 amending Section 20-25, International Fire Code adopted, Article II, Fire Code, by adding thereto the underlined and removing therefrom the strikethrough, as follows:

“Sec. 20-25. – International Fire Code adopted.

The International Fire Code, 2021 edition, hereinafter sometimes referred to as the “code,” as published by the International Code Council, Inc., is hereby adopted. A copy of said code is made a part hereof for all purposes, an authentic copy of which shall be kept on file with the city secretary. In the event of a conflict between any provision of the fire code adopted by this section and the life safety code adopted in section 20-26 of the City Code, the fire code shall prevail. In the event of a conflict between any provision of the fire code adopted by this section and the property maintenance code adopted in chapter 10, article IX of the City Code, the most restrictive provisions shall prevail.”

Section 3. The Code of Ordinances of the City of Tomball, Texas is hereby amended by deleting Section 20-28, Amendments to the 2015 International Fire Code, Article II, Fire Code, of Chapter 20, Fire Prevention and Protection, in its entirety and replacing it with a new Section 20-28, as follows:

“Section 20-28. – Amendments to the 2021 International Fire Code.

The following sections of the fire code adopted in Section 20-25 of the City Code are amended as follows:

- (a) Section 102.7 of the fire code adopted in section 20-25 is hereby amended to provide as follows:

102.7 Referenced codes and standards. The codes and standards referenced in this code shall be those that are listed in chapter 80 and such codes and standards shall be considered part of the requirements of this code to the prescribed extent of each such reference and as further regulated in Sections 102.7.1 and 102.7.2.–Whenever new editions or amendments have been adopted to the referenced codes and standards, each reference to said code and standard shall be considered to reference the amendments as well.

- (b) Section 103 is hereby amended by deleting sections 103.1, 103.2, 103.3 of said code and substituting therefore a new section 103.1 to provide as follows:

103.1 Fire Prevention Division. The Tomball Fire Department, Fire Prevention Division is responsible for the enforcement of this code and shall be under the administrative and operational control of the Fire Marshal. The Fire Marshal shall be selected by the Fire Chief with the approval of the City Manager. The Fire Marshal may appoint deputies to assist him/her, subject to the approval of the Fire Chief.

- (c) Section 111 is hereby amended by deleting section 111.1 and substituting therefore a new section 111.1 to provide as follows:

111.1 Board of Appeals Established. The Board of Appeals shall be the Zoning Board of Adjustments of the City of Tomball, acting as the board of appeals under this code. For purposes of hearings on dangerous structures in violation of this code to such an extent that the fire code official is recommending the structure be ordered repaired, vacated or demolished, the hearing may be held before the board of appeals or the municipal court.

- (d) Section 112.4 of said code is hereby deleted in its entirety and the penalty provision in Section 1 -14 of the City Code is substituted in its place.

- (e) Section 113.4 of said code is hereby amended to provide as follows:

113.4 Failure to comply. Any person, firm, corporation, or other entity who shall continue any work after having been served with a stop work order, except such work

as that person, firm, corporation, or other entity is directed to perform to remove a violation or unsafe condition, shall be liable for a fine as outlined in the penalty provision of section 1 – 14 of the city code.

- (f) Section 202 of the code is hereby amended by adding and/or changing the following definitions:

City shall mean the City of Tomball, Texas.

Fire Chief shall mean the City of Tomball Chief of the Fire Department.

Fire Code Official shall mean the Fire Marshal, or a duly authorized representative, as the designated authority charged by the Fire Chief with the duties of administration and enforcement of the code.

Fire Marshal. See fire code official.

Fireworks. Any firecrackers, cannon crackers, skyrockets, torpedoes, roman candles, sparklers, squibs, fire balloons, star shells, gerbs or any other substance in whatever combination by any designated name intended for use in obtaining visible or audible pyrotechnic display; and such term shall include all articles or substances within the commonly accepted meaning of fireworks whether herein specially designated and defined or not.

Micro-education entity shall mean a person or association of persons that (a) registers as a business entity in accordance with state and local laws; and (b) for compensation, provides education services to 100 students or fewer in any combination of students kindergarten through grade 12. *Micro-education entity* does not include: (i) a daycare; (ii) a home-based microschool; or (iii) a school within the public education system.

Mobile Food Preparation Vehicles shall mean any vehicle used for the purpose of preparing and serving consumable items to the public. Vehicles intended for private recreation shall not be considered mobile food preparation vehicles.

Standby Personnel shall mean qualified fire service personnel, approved by the Fire Chief or Fire Marshal. When utilized, the number required shall be as directed by the Fire Chief or Fire Marshal. Charges for utilization shall be as normally calculated by the jurisdiction.

- (g) Section 307.2 of said code is hereby amended to provide as follows:

307.2 Permit required. A permit shall be obtained from the fire code official in accordance with section 105.5 prior to kindling a fire for recognized silvicultural practices, prevention or control of disease or pests. Application for such approval shall only be presented by and permits issued to the owner of the land upon which the fire is to be kindled.

Examples of state or local law, or regulations referenced elsewhere in this section may include but not be limited to the following:

1. Texas Commission on Environmental Quality guidelines and/or restrictions.
2. State, county or local temporary or permanent bans on open burning.
3. Local written policies as established by the code official.

(h) Section 307.2.2 of said code is hereby added to provide as follows:

307.2.2. Open burning. Open burning is prohibited within the city limits of Tomball unless a permit has been issued by the Fire Marshal for ceremonial fires, trench burning operations for major land clearing, and the prevention or disposal of diseased livestock. A permit is not required for barbeque pits and approved outdoor fireplaces, which are used for its actual design and intent and used in accordance with this code.

(i) Section 307.2.3 of said code is hereby added to provide as follows:

307.2.3 Trench burns. Trench burns shall be conducted in air curtain trenches and in accordance with section 307.2.

(j) Section 307.4 of said code is hereby amended to provide as follows:

307.4 Location. The location for open burning shall not be less than 300 feet (91,440 mm) from any structure, and provisions shall be made to prevent the fire from spreading to within 300 feet (91,440 mm) of any structure.

(k) Section 307.4.1 of said code is hereby deleted in its entirety.

(l) Section 307.4.2 of said code is hereby deleted in its entirety.

(m) Section 307.5 of said code is hereby amended to provide as follows:

307.5 Attendance. Approved and permitted fires shall be constantly attended until the fire is completely extinguished. A minimum of one portable fire extinguisher complying with section 906 with a minimum 4-A rating or other approved on-site fire extinguishing equipment, such as dirt, sand, water, garden hose or water truck, shall be available for immediate utilization. A permit is required from the fire marshal's office, prior to the ignition of any said fire. The Fire Marshal may require a dedicated standby of qualified personnel to assist in the supervision.

(n) Section 308.1.2 of said code is hereby amended to provide as follows:

308.1.2 Throwing or placing sources of ignition. No person shall throw, sail, launch, or place, or cause to be thrown, sailed, launched, or placed, a lighted match, cigar, cigarette, matches, or other flaming or glowing substance or object on any surface or article where it can cause an unwanted fire.

(o) Section 308.1.4 of said code is hereby amended to provide as follows:

308.1.4 Open-flame devices. Charcoal burners and other open-flame devices used for cooking or recreational uses shall not be operated on combustible balconies or within 10 feet (3048 mm) of combustible construction.

No permit is required for this operation.

Exceptions:

1. One and two-family dwellings.

(p) Chapter 3 of said code is hereby amended by deleting sections 319.1, 319.2 of said code and substituting therefore new sections 319.1, 319.2 to provide as follows:

319.1 General. Mobile food preparation vehicles shall comply with this section.

319.2 Inspection and Permit required. Inspection by the fire code official shall be required prior to the operation of any mobile food preparation vehicle within the city limits. A permit shall be required in accordance with Section 105.5 of this code, unless a mobile food truck permit has been issued for the vehicle by the State Department of State Health Services or a local government acting pursuant to the same or similar statutory authority

(q) Section 404 of said code is hereby amended by adding section 404.5 to provide as follows:

404.5 Evacuation plan retention box. Where determined by the fire code official based on the hazards of a specific location or occupancy, certain occupancies or locations shall install an approved repository of records containing the evacuation plans, floor plans, emergency cut-offs and other pertinent information to the building.

(r) Section 503.2.1 of said code is hereby amended to provide as follows:

503.2.1 Dimensions. Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (6096 mm), exclusive of shoulders, except for approved security gates in accordance with Section 503.6, and an unobstructed vertical clearance of not less than 14 feet (4267 mm).

(s) Section 503.3 of said code is hereby amended to provide as follows:

503.3 Marking. Approved striping or, when allowed by the code official, signs, or both, shall be provided for fire apparatus access roads to identify such roads or prohibit the obstruction thereof. Signs and striping shall be maintained in a clean and legible condition at all times and be replaced or repaired when necessary to provide adequate visibility.

1. Striping—Fire apparatus access roads shall be marked by painted lines of red traffic paint six inches (6") in width to show the boundaries of the lane. The words lettered "FIRE LANE—NO PARKING—TOW AWAY ZONE" shall appear in four inch (4") white letters on the red border markings along both sides of the fire lanes. Where a curb is available, the striping shall be on the vertical face of the curb. The word lettering shall be spaced not more than fifty feet (50') apart.

2. Signs—Signs shall read "NO PARKING FIRE LANE" or "FIRE LANE NO PARKING" and shall be twelve inches (12") wide and eighteen inches (18") high. Signs shall be painted on a white background with letters and borders in red, using not less than two-inch (2") lettering. Signs shall be permanently affixed to a stationary post and the bottom of the sign shall be six feet, six inches (6'6") above finished grade. Signs shall be spaced not more than thirty feet (30') apart. Signs may be installed on permanent buildings or walls or as approved by the Fire Marshal.

(t) Section 503.4 of said code is hereby amended to provide as follows:

503.4 Obstruction of fire apparatus access roads. Fire apparatus access roads shall not be obstructed in any manner, including the parking of vehicles. The minimum widths and clearances established in section 503.2.1 and 503.2.2, and any area marked as a fire lane as described in section 503.3, shall be maintained at all times. This shall include painted fire lanes or tow away zones maintained and/or managed by a company or firm.

(u) Section 506.1.1 of said code is hereby amended to provide as follows:

506.1.1 Type of lock or key lock box required. The Fire Marshal shall designate the type of lock or key lock box system to be implemented within the city and shall have the authority to require all structures and/or property to use the designated system.

(v) Section 807.5.2.2 of said code is hereby amended by adding an exception to provide as follows:

Exception: Corridors protected by an approved automatic sprinkler system installed in accordance with section 903.3.1.1 shall be limited to 50 percent of the wall area.

(w) Section 901.7 of said code is hereby amended by deleting section 901.7 of said code and substituting therefore a new section 901.7 to provide as follows:

901.7 Systems out of service. Where a required fire protection or detection system is out of service or in the event of an excessive number of activations, the fire department and the code official shall be notified immediately and, where required by the code official, the building shall either be evacuated or an approved fire watch shall be provided for all occupants left unprotected by the shut down until the fire protection system has been returned to service. Where utilized, fire watches shall be provided with

at least one approved means for notification of the fire department and their only duty shall be to perform constant patrols of the protected premises and keep watch for fires.

- (x) Section 903 Automatic Sprinkler System of said code is hereby amended by deleting the following exceptions.

Section 903.2.10;

Section 903.2.11.3;

- (y) Section 903.2 of said code is hereby amended by adding the following paragraph:

An automatic fire sprinkler system shall be required through any building if the building or any individual suite in a multitenant structure, having a fire area and/or occupant load greater than that allowed by the code without a fire sprinkler system is effected by building alterations, remodel, other construction, or a manmade or natural disaster, including fire, to an extent that: (i) 50% of the total square footage of the structure is impacted by the construction, disaster or requires repair, or (ii) repair costs amount to a sum that is equal to or greater than 50% of the appraised value of the structure as shown on the County's tax roll the year preceding the disaster or the alterations, remodel or construction is scheduled to occur.

- (z) Section 903.3.1.2 of said code is hereby amended to provide as follows:

903.3.1.2 NFPA 13R sprinkler systems. Where allowed in buildings of Group R, up to and including four stories in height, automatic sprinkler systems shall be installed throughout in accordance with NFPA 13R. However, regardless of construction type, sprinkler protection is required in attic spaces, and elevator control rooms of such buildings three or more stories in height.

- (aa) Section 903.3.5.1 of said code is hereby amended by adding a second paragraph to provide as follows:

Water supply as required for such systems shall be provided in conformance with the supply requirements of the respective standards; however, every fire protection system shall be designed with a 10-psi safety factor.

- (bb) Section 903.4.1 of said code is hereby amended by deleting section 903.4.1 of said code and substituting therefore a new section 903.4.1 to provide as follows:

903.4.1 Monitoring. Alarm, supervisory and trouble signals shall be distinctly different and shall be automatically transmitted to an approved supervising station through a dedicated function fire alarm control unit or a fire alarm control panel. Each alarm, supervisory, and trouble signal shall be addressable and identify the building, zone or riser location when initiated or activated. When approved by the Fire Code Official, a performance-based alternative may be approved.

Exceptions:

Backflow prevention device test valves located in limited area sprinkler system supply piping shall be locked in the open position. In occupancies required to be equipped with a fire alarm system, the backflow preventer valves shall be electrically supervised by a tamper switch installed in accordance with NFPA 72 and separately annunciated.

(cc) Section 907.2 of said code is hereby amended to provide as follows:

907.2 Where required—new buildings and structures. A manual and automatic fire alarm system shall be provided in new buildings and structures, 5000 square feet or larger, in accordance with sections 907.2.1 through 907.2.23. Systems shall be equipped with at least one means of automatic activation, and manual activation.

Approved automatic fire detection systems shall be installed in accordance with the provisions of this code and NFPA 72. Devices, combinations of devices, appliances, and equipment shall comply with section 907.1.2. The automatic fire detectors shall be smoke detectors, except that an approved alternative type of detector shall be installed in spaces such as boiler rooms where, during normal operation, products of combustion are present in sufficient quantity to actuate a smoke detector. All public areas shall be protected by smoke detectors unless otherwise deemed necessary by the Fire Marshal.

Exceptions:

The manual fire alarm box is not required for fire alarm systems dedicated to elevator recall control and supervisory service.

(dd) Section 907.4 of said code is hereby amended by adding a second sentence to provide as follows:

(a) Manual fire alarm boxes. These shall be an approved double action type.

(ee) Section 907.6.6 of said code is hereby amended to provide as follows:

Section 907.6.6 Monitoring. Alarms, supervisory and trouble signals shall be automatically transmitted to an approved supervising station, each alarm supervisory and trouble signal shall identify the building, room and location of the specific device that was initiated or activated. When approved by the Fire Code Official, a performance-based alternative may be approved.

Exception: Monitoring by a supervising station is not required for:

1. Single- and multiple-station smoke alarms required by Section 907.2.11.
2. Smoke detectors in Group I-3 occupancies.
3. Automatic sprinkler systems in one- and two-family dwellings.

(ff) Section 912.1 of said code is hereby amended to provide as follows:

Fire department connections shall be installed in accordance with the NFPA standard applicable to the system design and shall comply with [Sections 912.2](#) through [912.7](#). The fire department connection for standpipe systems shall be located remotely for all tilt-wall construction buildings and buildings three stories and above as determined by the Fire Code Official.

(gg) Section 1006.2 of said code is hereby amended to provide as follows:

Rooms, areas or spaces, including mezzanines, within a story or basement shall be provided with the number of exits or access to exits in accordance with this section. Each individual tenant space in a multi-tenant structure shall be provided with a secondary exit door in an approved location, regardless of travel distance or occupant load, as determined by the Fire Code Official.

(hh) Section 5601.1.3 of said code is hereby deleted in its entirety and a new section 5601.1.3 is substituted therefore to provide as follows:

5601.1.3 Fireworks. The possession, manufacture, storage, sale, handling, and use of fireworks are prohibited within the corporate limits of the city.

The possession, manufacture, storage, sale, handling, and use of fireworks are declared to be a nuisance and are prohibited within the area immediately adjacent and contiguous to the city limits and extending outside the city limits for a distance of five thousand (5,000) feet unless such area is within the corporate limits of another municipality.

Exceptions:

1. Only when approved for fireworks displays, storage and handling of fireworks as provided in section 5601.2.4.2 and 5601.4.
2. The use of fireworks for approved displays as permitted in section 5608

(ii) Appendices.

(1) The following appendices contained in this code are deleted in their entirety:

Appendix A, Board of Appeals;

(2) The following appendices contained in this code are adopted in their entirety:

Appendix B, Fire-Flow Requirements for Buildings;

Appendix C, Fire Hydrant Locations and Distribution;

Appendix D, Fire Apparatus Access Roads;

Appendix F, Hazard Ranking;

Appendix H, Hazardous Materials Management Plan (HMMP) and Hazardous Materials Inventory Statement (HMIS) Instructions;

Appendix I, Fire Protection Systems—Noncompliant Conditions;

Appendix J, Building Information Sign; and

Appendix K, Construction Requirements for Existing Ambulatory Care Facilities;

Appendix L, Requirements for Fire Fighter Air Replenishment Systems; provided, however, this Appendix L shall apply to new construction only.

Appendix M, High-Rise Buildings—Retroactive Automatic Sprinkler Requirement.

(3) The following appendices contained in this code are for information only and not intended for adoption:

Appendix E, Hazard Categories;

Appendix G, Cryogenic Fluids—Weight and Volume Equivalents

(jj) Appendix table D103.4 of said code is hereby deleted in its entirety and a new appendix table D103.4 is substituted therefore to provide as follows:

LENGTH (feet)	WIDTH (feet)	TURNAROUNDS REQUIRED
0-150	24	None required
151-500	24	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
501-750	26	120-foot Hammerhead, 60-foot "Y" or 96-foot diameter cul-de-sac in accordance with Figure D103.1
Over 750	Special approval required	

(kk) The following subsection 1 of section D103.5 of appendix D of said code is hereby amended to provide as follows:

The minimum gate width shall be 24 feet for all gates securing the fire apparatus access roads.

Section 4. All ordinances in conflict or inconsistent with this ordinance are, to the extent of such conflict or inconsistency, repealed.

Section 5. In the event any clause, provision, sentence, or part of the Ordinance or the application of the same to any person or circumstances 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 been 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 6. This Ordinance shall take effect fourteen (14) days 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 16th DAY OF December, 2024.

COUNCILMEMBER FORD	<u>YEA</u>
COUNCILMEMBER GARCIA	<u>YEA</u>
COUNCILMEMBER DUNAGIN	<u>YEA</u>
COUNCILMEMBER COVINGTON	<u>YEA</u>
COUNCILMEMBER PARR	<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 ____ DAY OF _____, 2024.

COUNCILMEMBER FORD	_____
COUNCILMEMBER GARCIA	_____
COUNCILMEMBER DUNAGIN	_____
COUNCILMEMBER COVINGTON	_____
COUNCILMEMBER PARR	_____

FOR THE CITY

LORI KLEIN QUINN

ATTEST:

Tracylynn Garcia, City Secretary

Significant Changes to International Fire Code 2021

508.1, 508.1.1, 508.1.3, 508.1.7 (New)

Fire Command Center

CHANGE SUMMARY: A fire command center is required in large buildings classified as Group F-1 and S-1 occupancies.

510.4.1, 510.4.1.1, 202

Emergency Responder Communication Coverage - Signals

CHANGE SUMMARY: The testing criteria for in-building 2-way emergency responder coverage systems is enhanced by requiring 99 percent coverage in critical areas and by adding a second test criteria for inbound signals.

903.2.4.2 (New), 903.2.9.3 (New)

Distilled Spirits

CHANGE SUMMARY: Fire areas containing Group F-1 occupancies used for the manufacturing of distilled spirits or Group S-1 occupancies used for the storage of distilled spirits or wine are required to be equipped with an automatic sprinkler system.

903.2.4, 903.2.4.3 (New), 903.2.7, 903.2.7.2 (New), 903.2.9, 903.2.9.4 (New)

Upholstered Furniture and Mattresses

CHANGE SUMMARY: Requirements for the installation of an automatic sprinkler system in facilities manufacturing, storing or selling upholstered furniture and mattresses have been revised.

903.2.10, 903.2.11.3

Group S-2 Parking Garages

CHANGE SUMMARY: Open parking garages are required to be equipped with an automatic sprinkler system when the fire area exceeds 48,000 square feet.

903.2.10.2, IBC 202

Mechanical-Access Parking Garages

CHANGE SIGNIFICANCE: The construction components of newer vehicles along with the new fuel sources being used create a substantial fire problem. An automatic sprinkler system is required to be installed in these facilities.

In addition to the fire sprinkler requirement, Section 406.6 has been added to the IBC requiring mechanical-access enclosed parking garages to provide the following:

- Separation from other occupancies by 2-hour fire barriers or horizontal assemblies.
- Fire department access doors at the ground level as required for high-piled combustible storage.
- Mechanical smoke removal system.
- Manual emergency shutdown switch for use by emergency personnel.
- Fire control equipment room with exterior access housing the fire alarm control unit, mechanical ventilation controls and emergency shut down switch.

905.3.1

Standpipes in Parking Garages

CHANGE SUMMARY: When a standpipe is required in a parking garage, whether open or enclosed, the standpipe will be a Class I standpipe without the requirement for spacing hose connections as required for Class II standpipes.

907.2.10 (New)

Manual Fire Alarm in Public-Storage and Self-Storage Facilities

CHANGE SUMMARY: A manual fire alarm system is required in self-storage facilities which are three stories or more and have interior corridors.

907.4, 907.5, 907.5.1 (New), 907.5.2.1.3 (New), 907.5.2.1.3.1 (New), 907.5.2.1.3.2 (New)

Low-frequency Alarms in Sleeping Rooms

CHANGE SUMMARY: Audible fire alarm notification with a 520 Hz low frequency signal is designed to enhance the waking effectiveness of high-risk segments of the population and is required in Group R-1 and R-2 occupancies when a fire alarm system is required.

907.6.6.1, 907.6.6.2 (New)

Fire Alarm System Monitoring

CHANGE SUMMARY: Fire alarm monitoring must be in accordance with NFPA 72 and must go through a human interface prior to alarms being transmitted to the emergency dispatch center.

913.2.2

Protection of Circuits for Electric Fire Pumps

CHANGE SUMMARY: Conductors powering a fire pump can be covered with a minimum of 2 inches of concrete to provide the required fire-resistance-rated protection.

914.7, 914.7.1, 914.7.2, 202

Puzzle Rooms

CHANGE SUMMARY: Specific provisions are added to the code to address puzzle rooms.

1006.3, 1006.3.1, 1006.3.2, 1017.3.2.3

Exit Access Stairways in Atriums

CHANGE SUMMARY: Clarifies that egress requirements are determined for each story or occupied roof level, and allows the path egress to traverse more than one story within an atrium.

1006.3.2, Exception 7; 1006.3, 1006.3.1

Egress from Occupied Roofs

CHANGE SUMMARY: Egress travel on exit access stairways and ramps that are exterior to the building and connecting occupied roofs are allowed to traverse more than one story.

1006.3.4, Table 1006.3.4(1), Table 1006.3.4(2)

Single Exit - Exit Access vs. Common Path

CHANGE SUMMARY: When dealing with buildings or stories provided with only one exit or access to one exit, the travel distance requirement has been revised to now measure the exit access travel distance as opposed to the common path of egress travel.

1010.1.1

Size of Doors

CHANGE SUMMARY: The width for a swinging door is no longer limited to 48 inches and a consolidated exception allows for reduced size doors for single user showers, saunas, toilet compartments, dressing, fitting or changing rooms.

1010.2.4

Locks and Latches

CHANGE SUMMARY: Two additional exceptions have been added into the general locking section to allow locked doors in the egress system when needed for either the clinical needs of care recipients or where exterior areas egress back into the building.

1010.2.8, 1010.2.8.1, 1031.2.2

Locking Arrangements in Educational Occupancies

CHANGE SUMMARY: Exit door locks for protection from intruders are allowed in Group E occupancies, Group B educational occupancies and Group I-4 occupancies. When remote operation is provided, the door must still be unlockable from outside the room.

1010.2.9, 1010.2.9.1, 1010.2.9.2

Panic Hardware and Fire Exit Hardware

CHANGE SUMMARY: Panic or fire exit hardware is now required in electrical rooms with equipment greater than 800 amperes rather than 1,200 amperes, and in refrigeration machinery rooms exceeding than 1,000 square feet.

1203.1.2

Fuel Line Piping Protection

CHANGE SUMMARY: Several options are provided for protecting the fuel line supplying emergency and standby generators.

1204

Portable Generators

CHANGE SUMMARY: Portable generators are now regulated and safety issues are addressed.

1205.3.3

Smoke Ventilation with Solar PV

CHANGE SUMMARY: The requirement for access pathways to smoke and heat vents is clarified.

1207

Electrical Energy Storage Systems

CHANGE SUMMARY: The requirements for energy storage systems have been reformatted and revised to better address this growing and changing technology.

2308.1, 2308.2, 2308.2.3, 2308.2.4

CNG Vehicle Fueling

CHANGE SUMMARY: Vehicle fueling with compressed natural gas (CNG), previously allowed at only residential occupancies, is now allowed at other occupancies.

2311.8

Repair of Lighter-than-Air Fueled Vehicles

CHANGE SUMMARY: The requirements for repair of lighter-than-air fueled vehicles are clarified and expanded to ensure safe operations in repair garages.

2404.3.3.6

Size of Spray Booths

CHANGE SUMMARY: Spray booths are no longer restricted to a maximum size of 1,500 square feet.

Table 3203.8

High-Piled Storage of Lithium-Ion Batteries

CHANGE SUMMARY: High-piled storage of lithium-ion batteries is considered a high-hazard commodity.

Chapter 40 (New), 903.2.4.2 (New), 903.2.9.3 (New), IBC 307.1.1

Storage of Distilled Spirits and Wines

CHANGE SUMMARY: Provisions have been added to the code to address storage of distilled spirits and wines in barrels and casks.

5601.1.3

Retail of Consumer Use Fireworks

CHANGE SUMMARY: The referenced NFPA standard for fireworks sale and storage is specified as the 2006 edition of NFPA 1124.

5606.1, 5606.6

Ammunition Reloading in Commercial Operations

CHANGE SUMMARY: Requirements for ammunition reloading in commercial operations are added to the code.

5707.1, 5707.2, 5707.2.1, 5707.2.2

On-Demand Mobile Fueling

CHANGE SUMMARY: On-demand mobile fueling operations are enhanced and fueling vehicles are now identified as one of three classifications based on the quantity of fuel carried.

Appendix H, Section H104 (New), H104.1 (New), H104.2 (New)

Chemical Facility Anti-Terrorism Standards

CHANGE SUMMARY: Security requirements are added to Appendix H along with a reference to evaluation of security by Department of Homeland Security in accordance with the Chemical Facility Anti-Terrorism Standards.

City Council Meeting Agenda Item Data Sheet

Meeting Date: January 6, 2025

Topic:

Approve Minutes of the December 16, 2024, Special and Regular City Council meetings.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

Party(ies) responsible for placing this item on agenda: Tracylynn Garcia, City Secretary

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed _____ Approved by _____
Staff Member Date City Manager Date

**MINUTES OF SPECIAL CITY COUNCIL - WORKSHOP
CITY OF TOMBALL, TEXAS**



**Monday, December 16, 2024
5:00 PM**

- A. Mayor L. Klein-Quinn called the meeting of the City of Tomball Council to order at 5:02 P.M.

PRESENT

Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa A. Covington

ABSENT

Council 5 Randy Parr

OTHERS PRESENT

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Secretary - Tracylynn Garcia
City Attorney - Loren Smith
Director of Community Development - Craig Meyers
Human Resources Director - Kristie Lewis
Fire Chief - Joe Sykora
Police Chief - Jeff Bert
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
IT Director - Tom Wilson
Director of Marketing & Tourism - Chrislord Templonuevo
Director of Special Projects - Luisa Taylor
Assistant City Secretary – Sasha Luna
Project Manager - Meagan Mageo

- B. 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.]*

No public comments were received.

C. General Discussion

1. Adopt on First Reading, Ordinance No. 2024-42, an Ordinance of the City of Tomball, Texas adding Section 44-67, Article 3, Operation of vehicles, engine brake prohibited, prohibiting the use of motor engine brakes (also known as “Jake Brakes”) within the City limits; containing findings and other provisions relating to the subject; declaring certain conduct to be unlawful; providing a penalty in an amount not to exceed \$2,000.00 for each violation of this Ordinance with every day constituting a new violation; providing for severability; providing for publication; and providing an effective date.

D. Proposed January 6, 2025, Agenda Items

1. Consideration and discussion regarding appointment/reappointment to the Tourism Advisory Committee.
2. Approve a contract with Pate Garver, LP for the construction of Phase I of the FM 2920 Lift Station Consolidation Project (Project No. 2019-10008), for a not-to-exceed amount of \$5,384,286.50 (Bid No. 2025-04), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.

E. Future Workshop Items

1. Discussion and possible action regarding Council reimbursement policy.

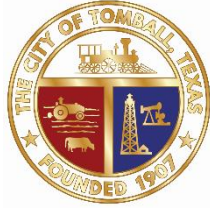
F. Meeting adjourned at 5:43 P.M.

PASSED AND APPROVED this 6th day of January 2025.

Tracylynn Garcia
City Secretary, TRMC, MMC, CPM

Lori Klein Quinn
Mayor

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



**Monday, December 16, 2024
6:00 PM**

- A. Mayor L. Klein-Quinn called the meeting of the City of Tomball Council to order at 6:00 P.M.

PRESENT

Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa A. Covington

ABSENT

Council 5 Randy Parr

OTHERS PRESENT

City Manager - David Esquivel
Assistant City Manager - Jessica Rogers
City Secretary - Tracylynn Garcia
City Attorney - Loren Smith
Director of Community Development - Craig Meyers
Human Resources Director - Kristie Lewis
Fire Chief - Joe Sykora
Police Chief - Jeff Bert
Finance Director - Bragg Farmer
Public Works Director - Drew Huffman
IT Director - Tom Wilson
Director of Marketing & Tourism - Chrislord Templonuevo
Director of Special Projects - Luisa Taylor
Assistant City Secretary – Sasha Luna
Project Manager - Meagan Mageo
Police Sergeant - Courtnay White
Assistant Fire Chief - Jeff Cook

- B. Invocation - Led by Tomball Police Sergeant Courtnay White
C. Pledges to U.S. and Texas Flags Chief Bert

- D. 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.]*

Greg Smith - appreciation for road repairs
525 School St. Apt 302 concerns regarding fentanyl
Tomball, Texas

Tammy Rhemann - concerns regarding fentanyl
525 School St. Apt 202
Tomball, Texas

- E. Reports and Announcements

1. Announcements

I. Upcoming Events:

January 9, 2025 – Kaffeeklatsch 8:30 a.m. to 10:00 a.m. @ Tomball Community Center Room A

January 25, 2025 – Harris County Sheriff's Office Junior Mounted Posse Relay Ride 9:00 a.m. to 10:00 a.m. @ Tomball Depot Plaza

- F. Old Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

1. Adopt, on Second Reading, Ordinance No. 2024-38, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 18, Environment, by adding a new Article XI, Tree preservation; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters

Motion made by Council 3 Dunagin, Seconded by Council 4 Covington to adopt on First Reading Ordinance No. 2024-38.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4

Motion carried unanimously.

2. Approve, on Second Reading, Resolution No. 2024-45-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 Performance Agreement by and between the Corporation and NIVIS SERIES, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a commercial office/retail development to be located at 424 Holderrieth Blvd, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$34,170.00.

Motion made by Council 1 Ford, Seconded by Council 4 Covington.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington

Motion carried unanimously.

3. Approve, on Second Reading, Resolution No. 2024-46-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 Performance Agreement by and between the Corporation and Niky's Mini Donuts, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1417 Graham Drive, Suite 400, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.

Motion made by Council 4 Covington, Seconded by Council 3 Dunagin.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington

Motion carried unanimously.

- G. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*

1. Approve Minutes of the December 2, 2024, Special and Regular City Council meetings.
2. Consider approval of Resolution No. 2024-50, a Resolution of the City of Tomball, Texas, amending sections of the Master Fee Schedule for Fiscal Year 2024-2025.
3. Adopt, on First Reading, Ordinance No. 2024-41, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 10- Buildings and Building Regulations, by repealing Article I. - In general, Article II. – Building code, Article III. – Residential code, Article IV. – Air conditioning and mechanical work, Article V. – Electricity; and Article VI. – Plumbing and gas and replacing with a new Article 1 – In general; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters.
5. Adopt on Second Reading, Ordinance No. 2024-43, an Ordinance Amending The Code Of Ordinances Of The City Of Tomball, Texas, By Adopting The International Fire Code, 2021 Edition; By Amending Section 20-25, International Fire Code Adopted, Article II, Fire Code, Of Chapter 20, Fire Prevention And Protection; By Deleting And Replacing Section 20-28 Of Article II, Fire Code; Providing For Penalty In An Amount Not To Exceed \$2,000.00 Per Day For Violation Of Any Provision Hereof, With Each Day Constituting A Separate Offense; Providing A Repealer; Providing For Severability; And Making Other Findings Related Thereto.
6. Approve an expenditure of greater than \$50,000 with the Harris County Appraisal District for appraisal services to certify property values used by the City to assess property owners their FY2024-2025 tax assessment for a not to exceed amount of \$80,621, authorize the expenditure of funds therefore, and authorize the City Manager to execute all documents necessary for the expenditure. This expenditure is included in the FY2024-2025 budget.
7. Approve an agreement with BL Technology, LLC and Inframark Company, for the upgrade of Utilities' SCADA system software through the TIPS Purchasing Contract (TIPS USA #230105 - Technology Solutions Products and Services – Red River Technologies), for a not-to-exceed amount of \$307,705.00. Additionally, authorize the expenditure of funds and empower the City Manager to execute all necessary documents related to this expenditure. This amount is included in the FY 2024-2025 budget as part of the 2025-2029 Capital Improvement Plan.

8. Authorize the City Manager to Execute an Interlocal Agreement between the City of Tomball and Harris County, by and through Harris County Public Health (HCPH), for a partnership in a wastewater-based epidemiology (WBE) program.
11. Approve a services agreement with Ambassador Services for the landscaping services for city facilities (Contract No. 2025-10005), for a not-to-exceed amount of \$53,190.84 (Bid No. 2025-03), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget.

Motion made by Council 1 Ford, Seconded by Council 4 Covington to approve items 1–3, 5–8 and item 11.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington

Motion carried unanimously.

4. Adopt on First Reading, Ordinance No. 2024-42, an Ordinance of the City of Tomball, Texas adding Section 44-67, Article 3, Operation of vehicles, engine brake prohibited, prohibiting the use of motor engine brakes (also known as “Jake Brakes”) within the City limits; containing findings and other provisions relating to the subject; declaring certain conduct to be unlawful; providing a penalty in an amount not to exceed \$2,000.00 for each violation of this Ordinance with every day constituting a new violation; providing for severability; providing for publication; and providing an effective date.

No action taken.

9. Approve a contract with Pavecon Ltd., to complete parking lot and pavement construction on North Sycamore Street through the BuyBoard Purchasing Cooperative (Contract No. 700-23) for a not-to-exceed amount of \$400,578, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2024-2025 Budget.

Motion made by Council 1 Ford, Seconded by Council 2 Garcia.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington

Motion carried unanimously.

10. Approve a contract with Tejas Civil Construction Group, LLC for the construction of drainage improvements for North Star Estates (Project No. 2024-10008), for a not-to-exceed amount of \$139,626.90 (Bid No. 2025-02), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.

Motion made by Council 1 Ford, Seconded by Council 2 Garcia.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington

Motion carried unanimously.

H. New Business

1. Approve Resolution Number 2024-48, a Resolution of the City Council of the City of Tomball, Texas approving a First Amendment to the Development Agreement for the Winfrey Estate Public Improvement District Number 12.

Developer from Winfrey Estate presented.

Motion made by Council 1 Ford, Seconded by Council 4 Covington.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Covington

Voting Nay: Council 2 Garcia

Motion carried 3 votes yea, 1 vote nay.

2. Approve Resolution Number 2024-49, a Resolution of the City Council of the City of Tomball, Texas approving the second Amended and Restated Reimbursement Agreement for the Winfrey Estates Public Improvement District Number 12.

Motion made by Council 1 Ford, Seconded by Council 4 Covington.

Voting Yea: Council 1 Ford, Council 3 Dunagin, Council 4 Covington

Voting Nay: Council 2 Garcia

Motion carried 3 votes yea, 1 vote nay.

3. Conduct a public hearing and consideration to approve **Zoning Case Z24-20:** Request by Indus Equities LLC, represented by Windrose Land Services, to amend

Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.800 acres of land legally described as being a 1.800-acre tract of land situated in the John M. Hooper Survey, Abstract No. 375 from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located at 14615 FM 2920, within the City of Tomball, Harris County, Texas.

- Mayor opened the Public Hearing at: 7:09 p.m.

Adu Kanat representing Windrose Land Services spoke on the request.

Lucy McGanna, - In favor
5353 West Parkway STE. 150,
Houston, TX 77041

- Hearing no further comments, Mayor closed the Public Hearing at: 7:10 p.m.

Adopt, on First Reading, Ordinance No. 2024-40, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately a 1.800-acre tract of land situated in the John M. Hooper Survey, Abstract No. 375 from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located at 14615 FM 2920, within the City of Tomball, Harris County, Texas; 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.

Motion made by Council 1 Ford, Seconded by Council 2 Garcia.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington

Motion carried unanimously.

4. 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. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session

Sec. 551.072 – Deliberations regarding Real Property

- Executive Session Started: 7:22 PM
- Executive Session Ended: 8:00 PM

I. Meeting adjourned at 8:00 p.m.

PASSED AND APPROVED this 6th day of January 2025.

Tracylynn Garcia
City Secretary, TRMC, MMC, CPM

Lori Klein Quinn
Mayor

Winfrey Estates Public Improvement District (PID 12)

December 16, 2024



Winfrey Estates Public Improvement District

- Petition for creation of PID from CHTA Development, Inc. on Dec. 29, 2021
- Located on Winfrey Lane (FM 2978)
- Total acreage 34.4945 acres
- Residential Development
 - Approximately 113 single-family homes.
- Reimbursement Bond PID: \$8,500,000.
- Estimated market value of \$500,000
 - Approximate Annual Installment: \$4,750 (at \$0.95 per \$100 assessed value)



Requested PID Request - Changes

Current Requirements

- All public improvements to be reimbursed must be completed prior to bond sale
- All lots in the property to be fully developed and available
- 24 homes completed, with Certificate of Occupancy

Request Amendment

- Lower homes to be completed to 20 homes



Current Progress

To date all requirements have been satisfied, excluding 24 homes with a certificate of occupancy. CHTA is requesting an amendment to the Development Agreement to lower the number of homes from 24 to 20.

Per the developer, the 20 homes will be complete with certificates by December 31, 2024 allowing them to begin the bond sale process in January 2025.



Tentative Timeline for Development

- **December 16:**
 - Approve Amendment to Development Agreement
 - Approve Amendment to Reimbursement Agreement
- **December 31, 2024:**
 - Anticipated completion of 20 homes
- **January 2025:**
 - Begin Bond Sale Process
 - This process will **not** begin until 20 certificate of occupancy's have been issued
- **March 2025 (end of month):**
 - Bond Sale



Discussion





WINFREY ESTATES

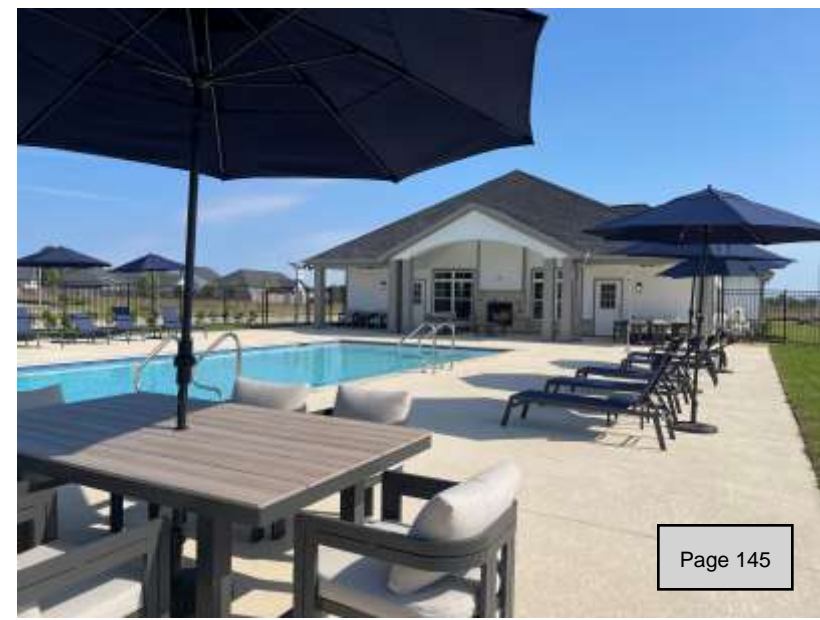
55+ ACTIVE ADULT COMMUNITY

PROGRESS













WINFREY ESTATES

55+ ACTIVE ADULT COMMUNITY

ROLAND RAMIREZ

ROC HOMES

ROLAND@ROC-HOMES.COM | 281.924.5550



Rezoning Case Z24-20

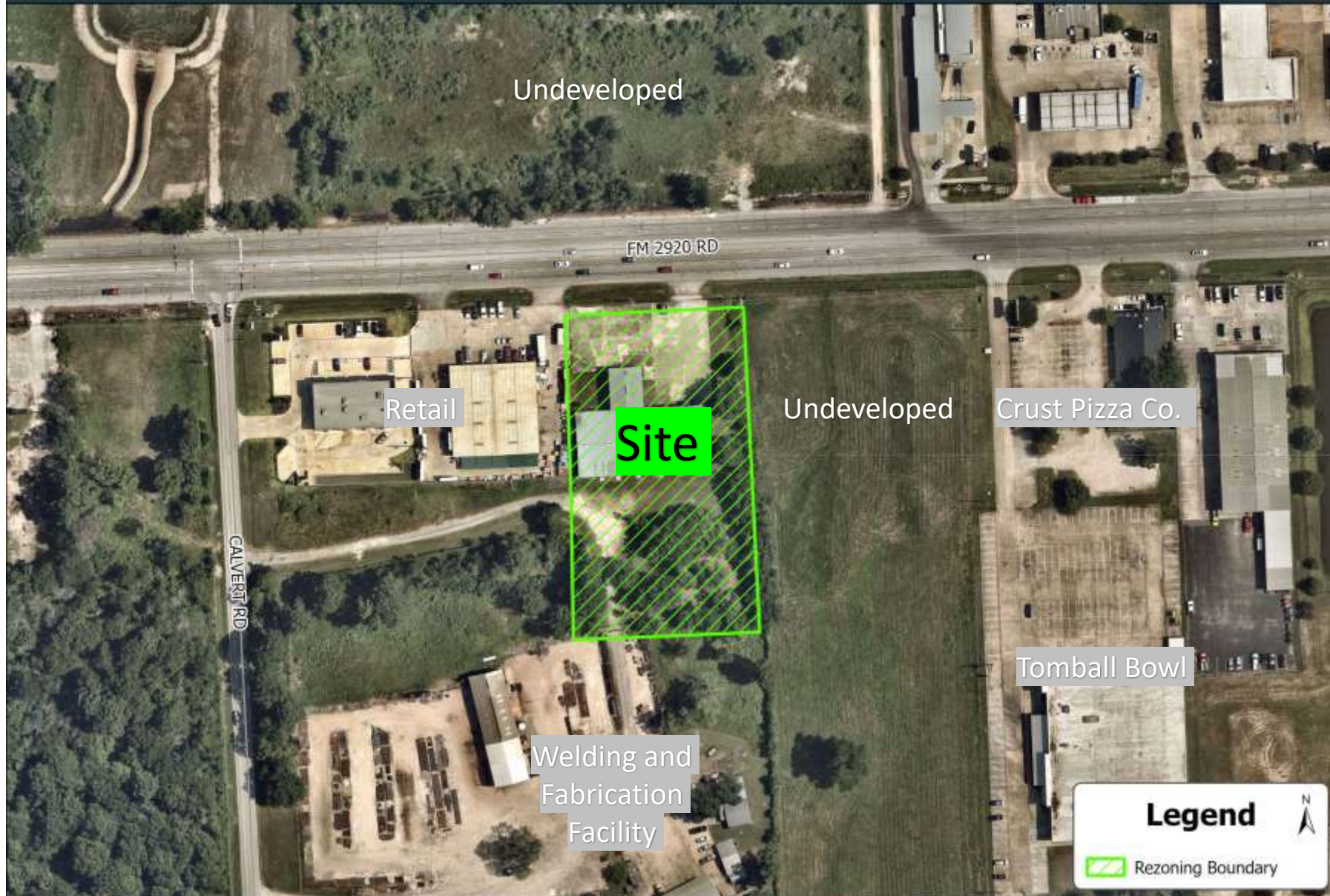
- Request by Indus Equities, LLC, represented by Windrose Land Services, to rezone 1.800 acres from Agricultural (AG) to Commercial (C).
 - The intent is to build a multi-tenant retail center and car wash.





Location

14615 FM 2920
(half mile west of Tomball Tollway)



Site Photos



Subject property
Abandoned Gospel Assembly Church



Neighboring property (north)
Undeveloped land



Neighboring property (south)
Welding and Fabrication Facility

Site Photos



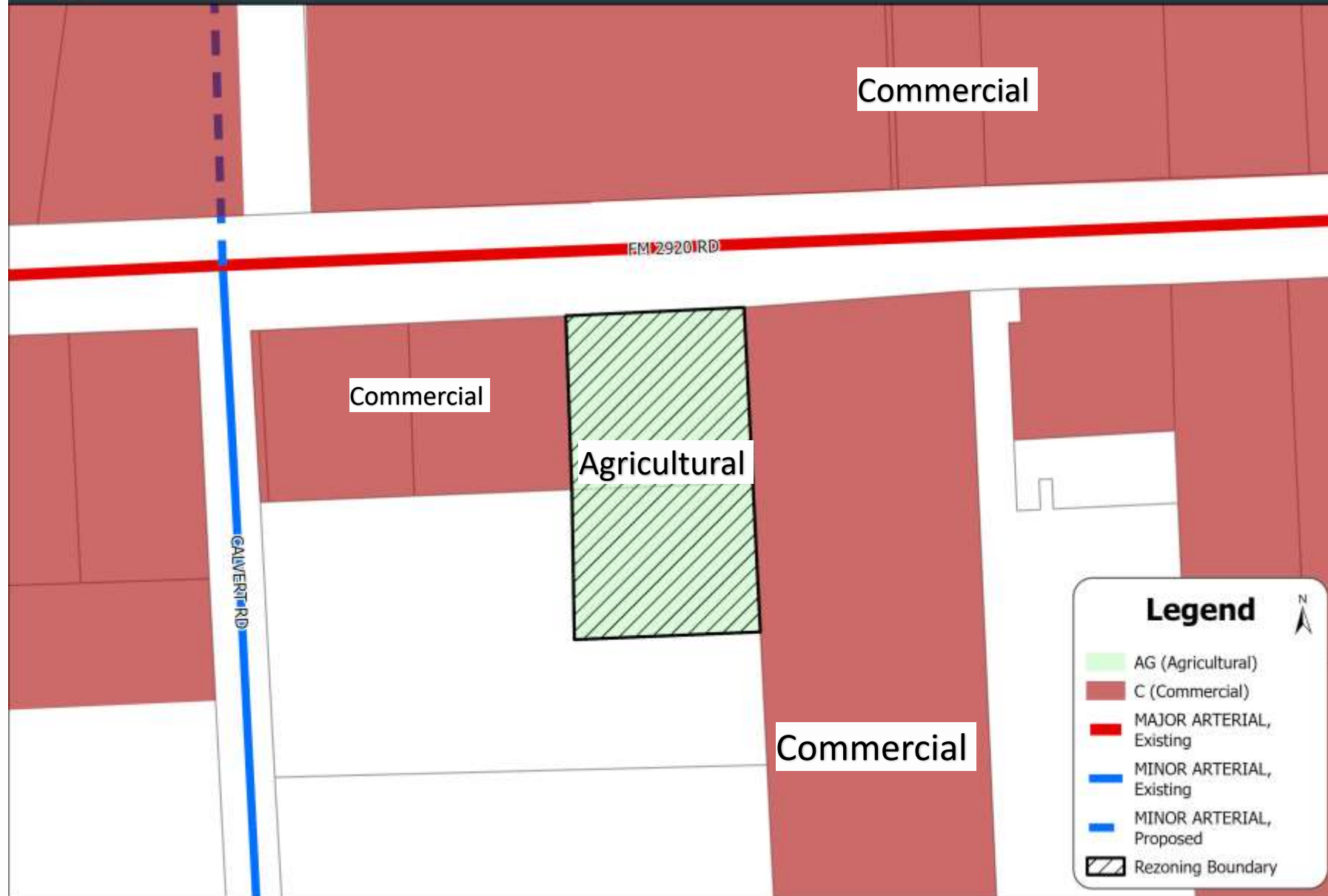
Neighboring property (east)
Undeveloped land










Neighboring property (west)
Moore Supply Co.



Zoning



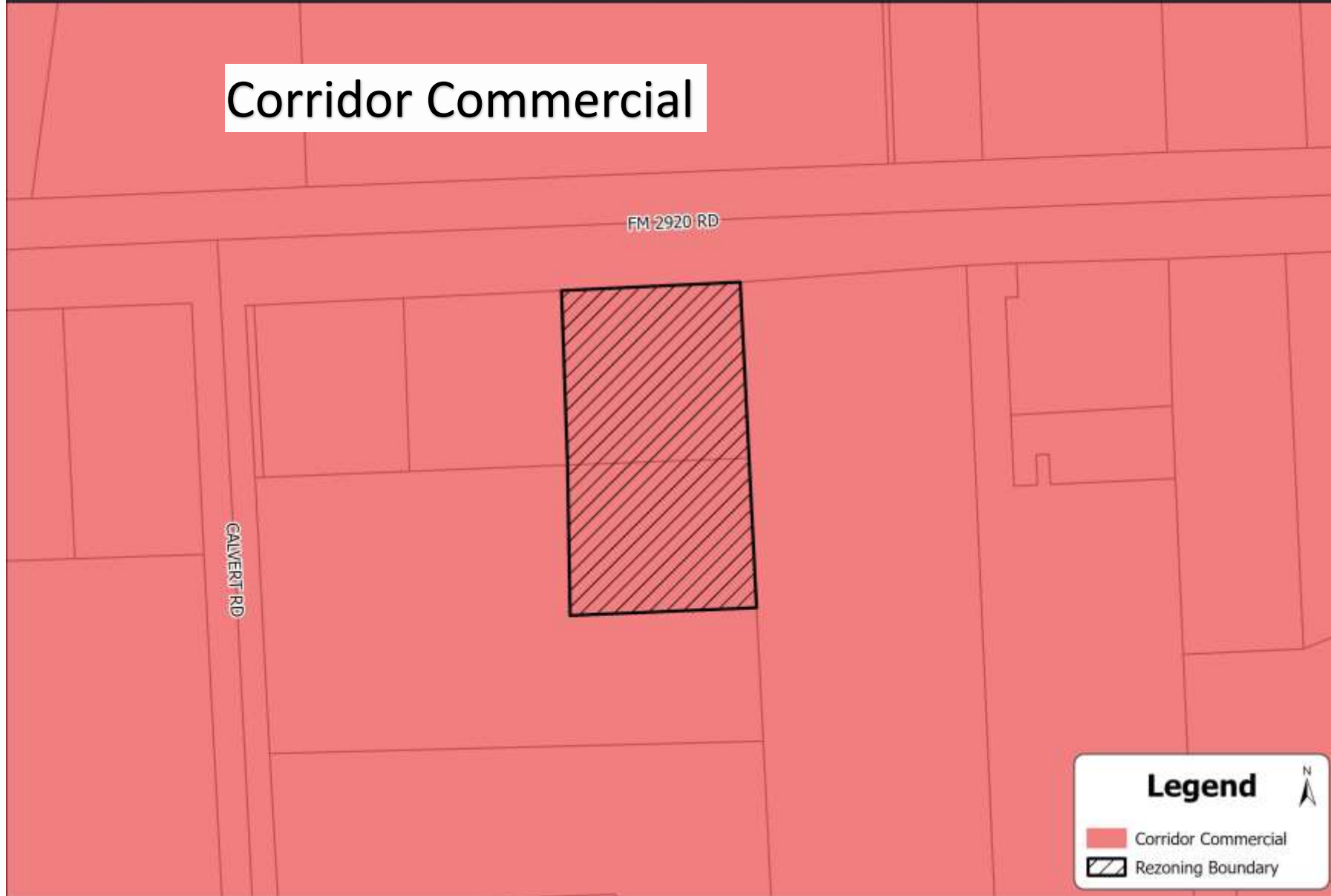
Legend 

-  AG (Agricultural)
-  C (Commercial)
-  MAJOR ARTERIAL, Existing
-  MINOR ARTERIAL, Existing
-  MINOR ARTERIAL, Proposed
-  Rezoning Boundary



Future Land Use

Corridor Commercial



Analysis (rezoning: AG to C)

- Corridor Commercial designation is intended for nonresidential uses along high-traffic thoroughfares.
- Compatible zoning districts include Office, General Retail, Commercial, and Multi-family.
- Compatible land uses include commercial businesses, professional offices, multi-family, retail, entertainment, dining, and hotels.

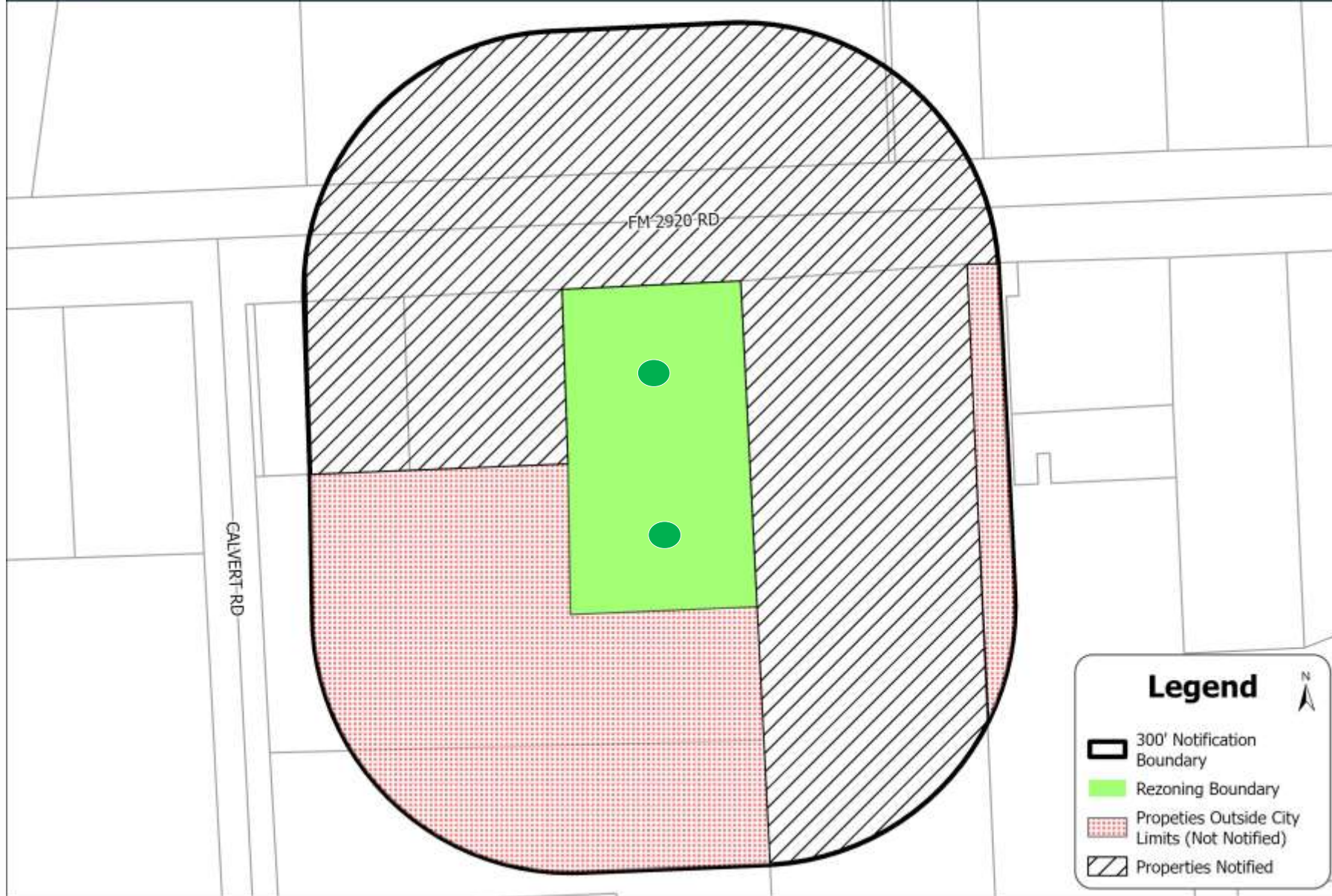




Notification Boundary

300 feet

2 - In Favor- ●
0 - Opposed- ●



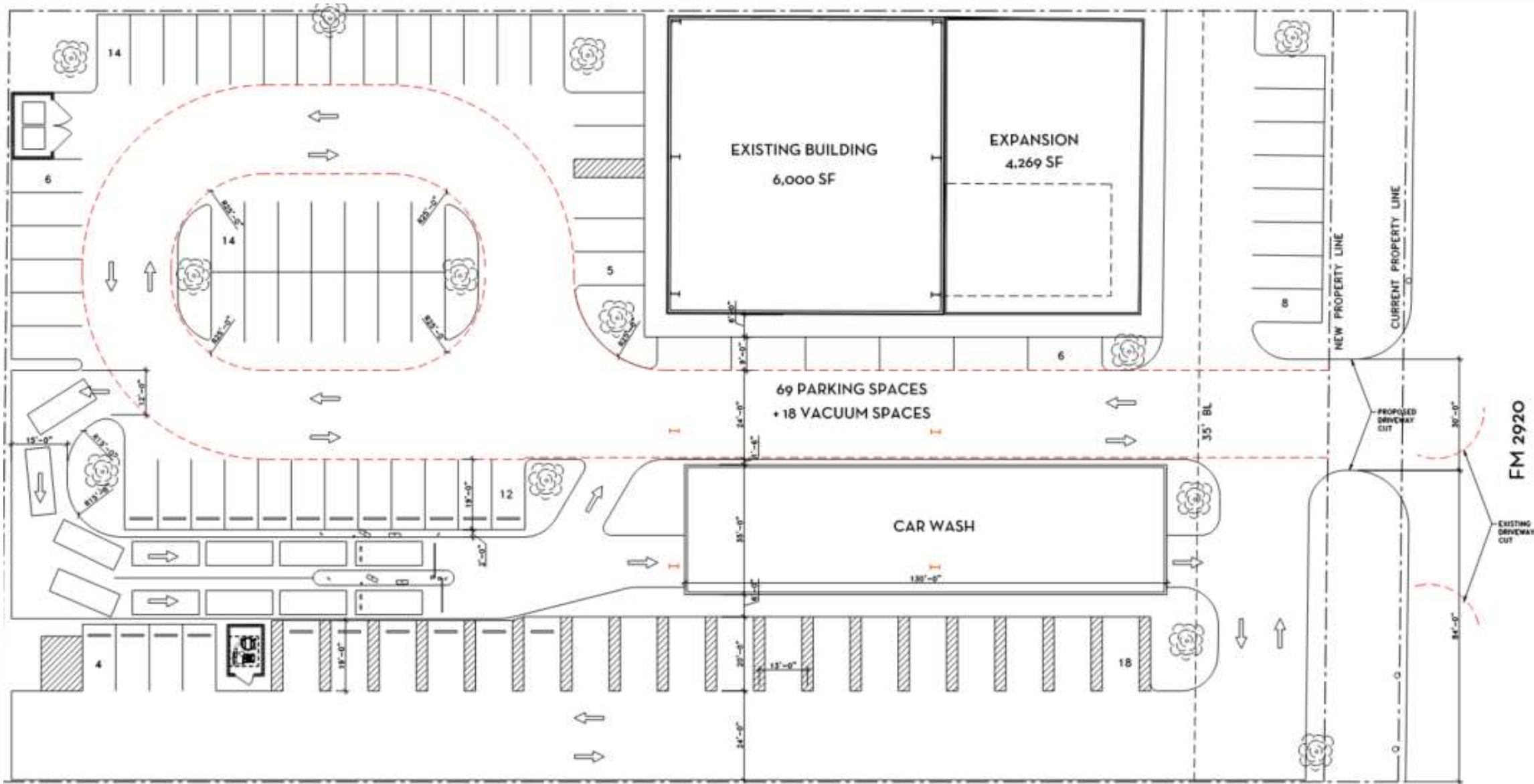
Recommendation

- Planning & Zoning Commission recommends approval (5-0).
- City Staff recommends approval.
 - Aligns with the Comprehensive Plan and Future Land Use designation.
 - Property has direct access to FM 2920, which adequately accommodates traffic from commercial developments.
 - Consistent with the existing development in the area.



Applicant





1. SITE PLAN
 1/8" = 1'-0"







City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 6, 2025

Topic:

Approve Resolution No. 2025-02, a Resolution of the City Council of the City of Tomball, Texas, Designating The Potpourri, Tomball Edition (Houston Community Newspapers/Houston Chronicle) as the Official Newspaper for 2025 for Publication of Matters Pertaining to the City of Tomball

Background:

Tomball Home Rule Charter, Section 3.06, and Texas Government Code, Section 2051.044, require the City Council to annually designate a public newspaper of general circulation in the City as the official newspaper for all legal notices—ordinances, public hearing notices, election notices, and other matters required to be published by the Charter, City of Tomball ordinances, the Constitution or state or federal laws.

The Potpourri, Tomball Edition (Houston Community Newspapers/Houston Chronicle) is the only "local" paper that meets all of the requirements of the City's Charter and state law. The Houston Chronicle's legal section would meet the requirements, however, publication rates are much higher in the Houston Chronicle than in the weekly edition of the Potpourri. As a monthly publication, the Community Impact newspaper does not meet the state's legal requirements. The Potpourri's publication date is Wednesday.

The major portion of the City's official advertising involves legal notices, some of which are quarter-page ads that state or federal law require be published as display ads in the main body of the newspaper.

Origination: Home Rule Charter

Recommendation:

Approve Resolution No. 2025-02, designating the Potpourri, Tomball Edition (Houston Community Newspapers/Houston Chronicle) as the Official Newspaper for 2025 for Publication of Matters Pertaining to the City of Tomball

Party(ies) responsible for placing this item on agenda: Tracylynn Garcia, City Secretary

RESOLUTION NO. 2025-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, DESIGNATING THE POTPOURRI, TOMBALL EDITION (HOUSTON COMMUNITY NEWSPAPERS/HOUSTON CHRONICLE) AS THE OFFICIAL CITY NEWSPAPER FOR 2025 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 Potpourri, Tomball Edition (Houston Community Newspapers/Houston Chronicle) to be named the official newspaper for 2025 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 ___ TO ___ AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 6th DAY OF JANUARY 2025:

Lori Klein Quinn, Mayor

ATTEST:

Tracylynn Garcia, City Secretary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 6, 2025

Topic:

Consideration and possible action regarding approval of General and No Litigation Certificate with the City of Tomball for bonds for the Southeast Texas Housing Finance Corporation.

Background:

Origination: Southeast Texas Housing Finance Corporation

Recommendation:

Party(ies) responsible for placing this item on agenda: Tracylynn Garcia, City Secretary



SOUTHEAST TEXAS HOUSING FINANCE CORPORATION

December 2, 2024

The Honorable Lori Klien Quinn
City of Tomball Mayor's Office
401 Market Street
Tomball, TX 77375

RE: Piedmont Apartments - Baytown
Issuance of Tax-Exempt Bond Financing
The Southeast Texas Housing Finance Corporation

Dear Mayor Quinn:

Please find enclosed:

- **General and No Litigation Certificate**

These documents represent the Approval for the Issuance of Tax-Exempt Bonds for the acquisition and rehabilitation of the Piedmont Apartments – Baytown.

Please **sign three (3) copies** of the **General and No Litigation Certificate**. *In order to meet the Attorney General's submission date please, respectively, return the original executed copies no later than January 22, 2025 using the pre-paid Fed-Ex Envelope included in this packet.*

NOTE: Please Do Not Date the General and No Litigation Certificate. The State of Texas' Attorney General's Office will date those forms when appropriate.

For your review, I have also included a copy of:

- **Resolution of No Objection from The City of Baytown**

If you or your staff have any questions, please do not hesitate to contact me at 281-484-4663 ext. 108; rwilliams@sethfc.com, or Candace Carrier-Spencer at 281-484-4663 ext. 107; ccspencer@sethfc.com.

Sincerely,

Ron Williams
Executive Director

xc: Ms. Sherrie Meicher, SETH Director (w/o Attachments)

NOTE: Neither the State of Texas Attorney General's Office nor the Housing Finance Corporation's Act requires a Resolution of Approval by City Council's or Commissioners' Courts. SETH must obtain approval from all nineteen (19) of its jurisdictions for the issuance of any tax-exempt bonds.

GENERAL AND NO LITIGATION CERTIFICATE OF THE CITY OF TOMBALL

We hereby certify that we are duly elected or appointed and acting officers of the City of Tomball, Texas (the "*City*"). We do hereby further certify that:

1. This Certificate is for the benefit of the Attorney General of the State of Texas (the "*Attorney General*") and all persons interested in the validity of the proceedings of The Southeast Texas Housing Finance Corporation (the "*Corporation*") related to the issuance by the Corporation of its tax-exempt obligations for the Piedmont Apartments project, to be issued in one or more series in an aggregate principal amount not to exceed \$30,000,000 (the "*Bonds*").

2. The City Council (the "*Governing Body*") of the City authorized the membership of the City in the Corporation, a joint housing finance corporation created pursuant to the Texas Housing Finance Corporations Act, Chapter 394, Local Government Code, as amended (the "*Act*"), and approved the Corporation's articles of incorporation (and all amendments thereto).

3. The City has appointed Sherrie Meicher to act as a member of the board of directors of the Corporation. The individual is a resident of a city or county which is a member of the Corporation.

4. The Governing Body has taken no action pursuant to the Act, including Section 394.016(c) thereof, or otherwise, to limit the effectiveness of the resolution authorizing the issuance of the Bonds or in any way affecting the proceedings relating to the issuance of the Bonds.

5. The Governing Body has not created any other Corporation that currently has the power to make home mortgages or loans to lending institutions, the proceeds of which are to be used to make home mortgage or loans on residential developments.

6. No litigation is pending, or to our knowledge threatened, in any court in any way affecting the existence of the Corporation or seeking to restrain or to enjoin the issuance, sale or delivery of the Bonds, or in any way contesting or affecting the validity or enforceability of the Bonds or the financing documents to which the Corporation is a party, or contesting in any way the completeness or accuracy of any disclosure document prepared in connection with the issuance of the Bonds, or contesting the powers of the Corporation or its authority with respect to the financing documents to which it is party.

7. Each of the undersigned officers of the City hereby certifies that he or she is the duly elected or appointed incumbent of the office appearing below his or her signature and that the signature of the other officer appearing below is the true and correct signature of such person.

8. The Attorney General of the State of Texas is hereby authorized and directed to date this Certificate concurrently with the date of his approval of the Bonds and this Certificate shall be deemed for all purposes to be accurate and correct on and as of that date and on and as of the date of the initial issuance and delivery of the Bonds to the initial purchasers thereof.

9. By his or her signature hereto, the undersigned representative of the Governing Body assumes no liability whatsoever with respect to the Bonds. The Bonds are not an indebtedness of the Governing Body or the City and the Governing Body and the City shall have no liability therefor.

[Remainder of Page Intentionally Left Blank]

CITY OF TOMBALL, TEXAS

By _____
Mayor Lori Klein Quinn

ATTEST

By _____
[Deputy] City Clerk

DATED: _____
[TO BE DATED BY ATTORNEY
GENERAL OF THE STATE OF TEXAS]



CITY OF BAYTOWN CERTIFICATION OF RESOLUTION

I, ANGELA JACKSON, THE DULY APPOINTED CITY CLERK OF THE CITY OF BAYTOWN, HARRIS AND CHAMBERS COUNTIES, TEXAS, DO HEREBY CERTIFY AND ATTEST THAT AS PART OF MY DUTIES, I DO SUPERVISE AND ACT AS LAWFUL CUSTODIAN OF THE RECORDS OF THE CITY OF BAYTOWN; THAT THE ATTACHED DOCUMENT IS A TRUE AND CORRECT COPY OF RESOLUTION No. 2949.

RESOLUTION NO. 2949

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS, AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A GENERAL AND NO LITIGATION CERTIFICATE RELATED TO THE PROPOSED ISSUANCE OF ONE OR MORE SERIES OF TAX-EXEMPT OBLIGATIONS BY THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN THIRTY MILLION DOLLARS (\$30,000,000.00) FOR THE PIEDMONT APARTMENTS-BAYTOWN PROJECT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

ADOPTED BY THE CITY COUNCIL AT ITS MEETING HELD ON NOVEMBER 19, 2024.

WITNESS MY HAND AND SEAL OF THE CITY ON NOVEMBER 20, 2024.


ANGELA JACKSON, CITY CLERK



RESOLUTION NO. 2949

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF BAYTOWN, TEXAS. AUTHORIZING AND DIRECTING THE MAYOR TO EXECUTE A GENERAL AND NO LITIGATION CERTIFICATE RELATED TO THE PROPOSED ISSUANCE OF ONE OR MORE SERIES OF TAX-EXEMPT OBLIGATIONS BY THE SOUTHEAST TEXAS HOUSING FINANCE CORPORATION IN AN AGGREGATE PRINCIPAL AMOUNT OF NOT MORE THAN THIRTY MILLION DOLLARS (\$30,000,000.00) FOR THE PIEDMONT APARTMENTS-BAYTOWN PROJECT; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

WHEREAS, the Southeast Texas Housing Finance Corporation (the "Corporation") proposes to issue bonds one or more series of tax-exempt obligations in an aggregate principal amount of not more than THIRTY MILLION DOLLARS (\$30,000,000.00) for the benefit of Pillar Piedmont, LP, or an affiliate thereof, related to the acquisition, rehabilitation and equipping of an approximately 250-unit multifamily housing development known as Piedmont Apartments-Baytown located at 7510 Decker Drive, Baytown, Texas 77520; and

WHEREAS, the issuance of the above-referenced bonds is expected to advance the Corporation's continued efforts in providing safe, decent, sanitary and affordable housing to residents of its sponsoring political subdivisions, including the City of Baytown; and

WHEREAS, to gain approval of the Texas Attorney General's Office for the issuance of the bonds, the Corporation has asked that the City of Baytown confirm certain information regarding the Corporation and approve the issuance of the bonds: NOW THEREFORE,

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

Section 1: That the City Council of the City of Baytown, Texas, hereby authorizes and directs the Mayor to execute the General and No Litigation Certificate relating to the issuance of one or more series of tax-exempt obligations by the Corporation in an aggregate principal amount of not more than THIRTY MILLION DOLLARS (\$30,000,000.00) for the benefit of Pillar Piedmont, LP or an affiliate thereof, related to the acquisition, rehabilitation and equipping of an approximately 250-unit multifamily housing development known as Bay Terrace Apartments located at 7510 Decker Drive, Baytown, Texas 77520. Said certificate is attached hereto as Exhibit "A" and incorporated herein for all intents and purposes.

Section 2: This resolution shall take effect immediately from and after its passage by the City Council of the City of Baytown, Texas.

INTRODUCED, READ and PASSED by the affirmative vote of the City Council of the City of Baytown this the 19th day of November, 2024.


BRANDON CAPETILLO, Mayor

ATTEST:


ANGELA JACKSON, City Clerk



APPROVED AS TO FORM:


SCOTT LEMON, City Attorney
SFTH-Piedmont.docx

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 6, 2025

Topic:

Approve an expenditure of greater than \$50,000 with Waypoint Solutions for a managed detection and response solution, phone hardware and software, data storage and consulting services, for a total not-to-exceed amount of \$87,602.09, approve the expenditure of funds thereof, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2024-2025 budget.

Background:

Waypoint Solutions provides essential IT and cybersecurity services to the City. The City uses Waypoint Solutions to provide consulting and staff augmentation services and purchase hardware and software for City systems.

The proposed expenditures for FY 2024-2025 include:

	Budgeted Amount	Actuals
Artic Wolf MDR Solution [#]	\$58,000	\$55,994.11
Office Backup Service, FortiVoice hardware, software and licenses [#]	\$34,000	\$15,684.69
PW Plotter Printer *	\$5,000	\$4,923.29
Estimated Consulting Services (including contingency) #	\$45,000	\$11,000.00
Total	\$142,000	\$87,602.09

* DIR Contract (DIR-TSO-3763)

Choice Partners Contract (22/041KN02)

The managed detection and response (MDR) solution, which is the largest of the planned purchases, was approved as a project in FY 2024. However, the city applied for a grant to provide supplemental funding for the project which was delayed. In March 2024, the Council gave approval to apply for the State and Local Cybersecurity Grant Program (SLCGP) through the Office of the Governor. The city received notice in December 2024 that we had been awarded the grant in the amount of \$12,423, which will help offset the cost of the MDR solution. The planned expenditure for the MDR was rolled over to FY 2025 in anticipation of the delay due to the grant timeline.

The remaining expenditures with Waypoint include data backup services for Office 365, software, hardware and licenses related to the City’s phone system, a plotter for the Public Works department, and consulting/staff augmentation services.

This purchase is exempt from competitive bidding as Waypoint purchases are made through cooperative purchasing contracts, Choice Partners Cooperative (22/041KN02) and Texas Department of Information Resources (DIR-TSO-3763).

Origination: Information Technology

Recommendation:

Staff recommend approving the expenditure with Waypoint Solutions for a total not-to-exceed amount of \$87,602.09.

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

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: X No: _____ If yes, specify Account Number: # Multiple Accounts

If no, funds will be transferred from account: # _____ To Account: # _____

Signed: Tom Wilson **Approved by:** _____
Staff Member Date City Manager Date



MASTER SERVICES AGREEMENT

This Master Services Agreement (the "Agreement") is entered into this 15 day of February 2023, by and between, City of Tomball a () corporation, () limited liability company, () partnership, () sole proprietorship, () other: _____ incorporated/organized under the laws of the State of Texas/_____, (hereafter referred to as "Client"), having its principal office at 401 Market Street, Tomball, Texas 77375, and Waypoint Business Solutions, LLC, a Texas limited liability company, (hereafter referred to as "Waypoint"). Client and Waypoint are collectively referred to in this Agreement as the "Parties". In consideration of the promises contained in this Agreement, the Parties stipulate, represent and agree, each to the other, as follows:

- 1. Scope of Agreement.** This Agreement contains the entire Agreement and understanding with respect to the subject matter hereof and supersedes all prior discussions, agreements, proposals, negotiations, letters of intent or other correspondence. Neither of the Parties shall be bound by any conditions, definitions, warranties, understandings, or representations with respect to such subject matter other than as expressly provided in this Agreement or as agreed by the Parties in writing on or subsequent to the date of this Agreement.
- 2. Services Defined.** The term "Services" when used in this Agreement means the performance of professional services and include but are not limited to: system analysis, network planning design and installations, preparing hardware/software RFP, system integration, product analysis, research and testing, implementation recommendations, system management, hosting, collocation, and hardware/software maintenance.
- 3. Agreement for Services.** Subject to the terms of this Agreement, Waypoint shall provide and deliver to Client the Services in accordance with written statements of work agreed to between the Parties (the "Work"). The overall terms, conditions, directives, tasks, timelines and goals for completing the Work shall be set forth in one or more statements of Work. Client may, at any time by a written Statement of Work, make changes, deletions, or modifications provided that the time for performance and compensation to be paid will be adjusted accordingly. No changes in the Work shall be made or provided without Waypoint's written consent. Each such Statement of Work and any amendments shall be executed on behalf of each of the Parties, whereupon it shall be deemed incorporated herein by reference and as such shall be included in the Agreement. WAYPOINT HAS NO OBLIGATIONS WHATSOEVER WITH RESPECT TO SPECIFICATIONS THAT ARE NOT IN WRITING OR THAT ARE NOT ACCEPTED BY WAYPOINT.
- 4. Client Responsibility.** Client shall appoint a Representative for the Work to be performed under each Statement of Work to provide direction and approval of the Work. If the Work is performed at Client's facilities, Client agrees to provide suitable workspace, computers, telephones equipment and all technical and other information reasonably required by Waypoint to carry out the Work. Client shall furnish information requested by Waypoint that is necessary for Waypoint to fulfill its responsibilities under this Agreement or any Statement of Work. Unnecessary or unreasonable delays attributable directly to Client, which results in additional costs to Waypoint, are subject to negotiation and additional compensation to Waypoint.

5. **Status Reports.** Waypoint will furnish Client with periodic status reports as may be reasonably requested by Client upon three (3) days prior written notice.
6. **Independent Contractor.** In the performance of this Agreement, Waypoint, together with its staff, is acting as an independent contractor with respect to Waypoint's performance hereunder and neither Waypoint nor anyone used or employed by Waypoint shall be deemed for any purpose to be the employee, agent, servant or representative of Client, and Client shall have no direction or control of Waypoint, except in the results obtained.
7. **Non-Hire.** During the Term of this Agreement and for a period of two (2) years after the later of the effective date of termination of this Agreement and the completion of any Statement of Work, no party will, directly or indirectly, on its own behalf or on behalf of any other person, (a) solicit for employment, employ or retain the services of (whether as an employee, independent contractor or otherwise) or otherwise interfere with or damage the other party's business relationship with, any employee or independent contractor of the other party, or (b) use or disclose any personal information regarding any of the other party's employees or independent contractors for any purpose outside the scope of this Agreement or any Statement of Work.
8. **Client Supplied Equipment/Software.** Client is responsible for ensuring all Client provided equipment is in good working order and all required device drivers are on site. Client supplied software must be lawfully and properly licensed to Client and all installation media and support documentation must be available for inspection by Waypoint.
9. **Payment.**
 - a. **Work and Materials.** The amount of compensation to be received by Waypoint shall be based on a time and materials basis as set forth in each Statement of Work that includes a Schedule of Fees attached hereto as Exhibit "A". The total compensation payable to Waypoint in relation to any Statement of Work shall not exceed the amount in the applicable Statement of Work, subject to additions and deduction as agreed in writing by the parties.
 - b. **Invoices.** Invoices shall be rendered weekly to Client for the performance of Work and materials provided during that period. Each invoice shall reference this Agreement and the Statement of Work identification numbers, and contain pertinent backup information as is reasonably required by and satisfactory to the Client. Payment shall be due upon receipt of invoice. Past due accounts are subject to a service charge of 1½% per month on all invoices over 30 days from date of invoice (annual rate 18%). All bills are due and payable at Waypoint Business Solutions, LLC, 118 Vintage Park Blvd., W414, Houston, TX 77070
 - c. **Applicable Taxes.** In addition to the charges due under this Agreement, Client agrees to pay all state or federal sales, use, excise, personal property, or similar taxes, resulting from this Agreement or activities hereunder, exclusive of taxes based on Waypoint's income.
 - d. **Out-of-Pocket Expenses.** Reasonable out-of-pocket expenditures incurred by Waypoint shall be paid for by Client. Such expenditures shall include travel and subsistence, phone calls, supplies, data preparation, and all other ordinary, necessary and reasonable expenses in performing any Work, provided Waypoint prepares and timely submits to Client an itemized statement of such, to be included on Client's invoices.

10. Confidentiality.

All information disclosed by either party ("Disclosing Party") to the other party ("Receiving Party"), including, but not limited to information relating to a party's business activities and the results of Work performed by Waypoint pursuant to this Agreement, if disclosed in writing, marked as proprietary or confidential, or if disclosed orally, reduced to writing within thirty (30) days and labeled as proprietary or confidential ("Confidential Information") shall remain the sole property of Disclosing Party. Except for the specific rights granted by this Agreement, Receiving Party shall not use any Confidential Information of Disclosing Party for its own account. Receiving Party shall use the highest commercially reasonable degree of care to protect Disclosing Party's Confidential Information. Receiving Party shall not disclose Confidential Information to any third party without the express written consent of Disclosing Party (except solely for Receiving Party's internal business needs, to employees or consultants who are bound by a written agreement with Receiving Party to maintain the confidentiality of such Confidential Information in a manner consistent with this Agreement). Confidential Information shall exclude information (i) available to the public other than by a breach of this Agreement; (ii) rightfully received from a third party not in breach of an obligation of confidentiality; (iii) independently developed by Receiving Party without access to Confidential Information; (iv) known to Receiving Party at the time of disclosure; or (v) produced in compliance with applicable law or a court order, provided Disclosing Party is given reasonable notice of such law or order and an opportunity to attempt to preclude or limit such production.

Upon termination of this Agreement, Receiving Party agrees to cease using any and all materials embodying Confidential Information, and to promptly return such materials to Disclosing Party upon request, or make such other reasonable disposition as Disclosing Party may direct.

11. Proprietary Rights.

- a. **Assignment of Work Product.** Upon receipt of final payment for all Services and Work rendered by Waypoint under this Agreement, Waypoint will convey to Client good and marketable title to the technical notes and tangible work products required to be delivered under the Statement of Work and all rights therein. Waypoint will also provide reasonable assistance to perfect Client rights and title to such work product, at Client's request and expense. Client agrees to compensate Waypoint for such services at its standard hourly rate.
- b. **Client Property.** Any programs, data, or other materials furnished by Client for use by Waypoint in connection with the services performed under this Agreement shall remain the sole property of Client. All such materials shall be returned to Client upon receipt by Waypoint of final payment for all Work performed under the Statement of Work.
- c. **Waypoint Property.** Any ideas, concepts, know-how, techniques, sequence, or organization relating to the Work during the course of this Agreement by Waypoint, or jointly by Waypoint and Client, shall be the exclusive property of Waypoint.
- d. **Competitive Services.** Except as aforesaid, nothing in this Agreement shall be construed so as to preclude Waypoint from developing, using, or marketing Services or other work that may be competitive with that delivered to Client hereunder, irrespective of whether such services or work are similar or related to those provided under this Agreement.

12. LIMITED WARRANTY & LIMITATION OF LIABILITY.

- a. **Software.** Waypoint warrants that any software delivered to Client under any Statement of Work (the "Software") will perform substantially to the manufacturer's published functional specifications for a period of one year from the date of installation. Any modification of the Software by any persons other than Waypoint or the manufacturer shall render this warranty void. Additionally, Waypoint shall not be responsible for any damage to Software caused by Client, its agents, servants, employees or contractors. Waypoint does not warrant any Software provided will meet the requirements of Client. Client accepts sole responsibility for (i) the use of any Software to achieve Client's intended results; (ii) the results obtained from any Software; and (iii) any omissions, inadequacies, or problems in the written specification for any Software set forth in the applicable Statement of Work. Furthermore, Client agrees that Client's sole and exclusive remedy for Software failure under this agreement shall be reinstallation of any Waypoint supplied Software and to, by commercially reasonable means, cause the Software to operate substantially in accordance with such written specifications.
- b. **Equipment.** Waypoint does not provide any warranty on any hardware or equipment delivered to Client under this Agreement or any Statement of Work (the "Equipment"), and it is delivered to Client on an "AS-IS" basis as between Client and Waypoint. Waypoint shall assign to Client the warranties and indemnities, if any, provided by the manufacturer(s) of such Equipment, to the extent they are assignable by Waypoint, provided however, that Client's sole and exclusive remedy for the breach of any such warranty or indemnity shall be against the person offering the warranty or indemnity and not against Waypoint. Client represents that it accepts sole responsibility for the selection of the equipment, if any, to achieve Client's intended results.
- c. **Limited Warranty.** Waypoint warrants that the Work and Services will be provided in a good and workmanlike manner. Except as expressly otherwise provided in subsections (a) and (b) above and the preceding sentence WAYPOINT MAKES NO OTHER WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, WITH RESPECT TO THIS AGREEMENT, THE SOFTWARE, EQUIPMENT, OR ANY WORK, GOODS, OR SERVICES PROVIDED TO CLIENT BY WAYPOINT, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, PERFORMANCE OR NON-INFRINGEMENT.
- d. **Limitation of Liability.** EXCEPT AS PROVIDED IN SECTION 12 OR FOR A BREACH OF SECTION 9, WAYPOINT'S TOTAL LIABILITY, WHETHER THE CLAIM FOR SUCH DAMAGES IS BASED IN CONTRACT, WARRANTY, NEGLIGENCE OR TORT, ARISING OUT OF, OR IN CONNECTION WITH THE SERVICES, THE WORK OR THIS AGREEMENT SHALL NOT EXCEED THE AMOUNTS PAID BY CLIENT FOR THE SPECIFIC SERVICE(S) OR WORK GIVING RISE TO SUCH CLAIM DURING THE PRIOR TWELVE MONTH PERIOD. EACH PARTY ACKNOWLEDGES THAT THESE LIMITATIONS APPLY EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR THE REMEDIES FAIL OF THEIR ESSENTIAL PURPOSE AND THAT, WITHOUT THESE LIMITATIONS, THE FEE FOR THE SERVICES AND WORK PROVIDED HEREUNDER WOULD BE HIGHER. WAYPOINT SHALL NOT BE LIABLE TO CLIENT FOR LOST PROFITS, LOST SAVINGS OR OTHER INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHATSOEVER RESULTING FROM OR ARISING OUT OF OR RELATING TO: (a) CLIENT'S USE OR INABILITY TO USE THE RESULTS OF THE WORK RENDERED HEREUNDER, EVEN IF WAYPOINT HAS BEEN ADVISED

OF SUCH DAMAGES; (b) ANY BREACH OF THIS AGREEMENT; (c) THE DELIVERY, PERFORMANCE, INSTALLATION OF AND MAINTENANCE OF ANY SOFTWARE; (d) THE DELIVERY, PERFORMANCE, INSTALLATION OF AND MAINTENANCE OF ANY EQUIPMENT; (e) LOST OR CORRUPTED DATA OR SOFTWARE, LOSS OF USE OF SYSTEM(S) OR NETWORK, OR THE RECOVERY OF SUCH, (f) LOSS OF BUSINESS OPPORTUNITY, (g) BUSINESS INTERRUPTION OR DOWNTIME, (h) SERVICES, OR THIRD-PARTY PRODUCTS NOT BEING AVAILABLE FOR USE BY CLIENT, or (i) ANY CLAIM MADE AGAINST CLIENT BY ANY OTHER PARTY EVEN IF WAYPOINT HAS BEEN ADVISED OF THE CLAIM OR POTENTIAL CLAIM.

13. Indemnification.

- a. **Client Indemnity.** Client, at its expense, shall indemnify, defend and hold Waypoint harmless, from any claim or action by a third party that any Client supplied software and/or equipment or other components related to the Work, as well as software directed or requested by Client to be installed or integrated as part of the Work infringes upon or violates any patent, copyright, trademark, trade secret or other proprietary right of any third party, and shall reimburse Waypoint for all reasonable expenses (including, without limitation, attorneys' fees and expenses) as they are incurred in connection with pursuing or defending any third-party claim or action, whether or not such claims are successful.

- b. **Waypoint Indemnity.** Waypoint shall defend, indemnify and hold harmless Client from any third-party claim or action that the Services, Work, Software or Equipment ("Deliverable") delivered by Waypoint pursuant to this Agreement infringe or misappropriate that third party's patent, copyright, trade secret, or other intellectual property rights, and shall reimburse Client for all reasonable expenses (including, without limitation, attorneys' fees and expenses) as they are incurred in connection with pursuing or defending any third-party claim or action, whether or not such claims are successful. In addition, if Waypoint receives notice of a claim that, in Waypoint's reasonable opinion, is likely to result in an adverse ruling, then Waypoint shall at its option, (a) obtain a right for Client to continue using such Service or Deliverable; (b) modify such Service to make it non-infringing; (c) replace such Service or Deliverable with a non-infringing equivalent; or (d) refund any pre-paid fees for the allegedly infringing Service or Deliverable that have not been provided. Notwithstanding the foregoing, Waypoint shall have no obligation under this Section for any claim resulting or arising from (a) Client's modifications of the Service or Deliverable that was not approved by Waypoint; (b) the combination, operation or use of the Service or Deliverable in connection with a third-party product or service (the combination of which causes the infringement); or (c) Waypoint's compliance with Client's written specifications or directions, including the incorporation of any Deliverable or other materials or process provided by or requested by Client. Waypoint shall be responsible for all physical injuries (including death) to persons (including but not limited to employees of Client) or damage to property (including, but not limited to the property of Client and Waypoint) resulting from the negligence of Waypoint or its employees and shall indemnify and save Client harmless from loss and liability upon any and all claims on account of such injuries to persons or damage to property, and from all direct costs and expenses finally awarded in suit which may be brought against Client on account thereof, provided, however, the Client or Waypoint, as the case may be, shall be responsible for workers compensation claims brought by their respective employees, without regard to the negligence of either.

This Section states each Party's exclusive remedies for any third-party claim or action, and nothing in this Agreement or elsewhere will obligate either party to provide any greater indemnity to the other.

14. **Time Limitation.** NO ACTION, REGARDLESS OF FORM, ARISING OUT THE TRANSACTIONS UNDER THIS AGREEMENT, MAY BE BROUGHT BY EITHER PARTY MORE THAN TWO (2) YEARS AFTER THE CAUSE OF ACTION HAS OCCURRED EXCEPT THAT AN ACTION FOR NON-PAYMENT MAY BE BROUGHT WITHIN TWO YEARS OF THE DATE OF LAST PAYMENT.

15. **Term, Termination.**

- a. **Commencement Date.** This Agreement becomes effective on the date it is fully executed by both parties and terminates 3 years from the effective date.
- b. **Termination Rights.** Unless otherwise provided in a Statement of Work, either party may terminate this Agreement upon not less than five (5) business days prior written notice. Termination of this Agreement shall constitute termination of all Statement of Works. However, termination of a Statement of Work does not terminate this Agreement. In the event this Agreement or a Statement of Work is terminated pursuant to this paragraph, Client agrees to pay Waypoint for Work rendered through such date and to reimburse Waypoint for its reasonable expenses incurred through the termination date.

16. **Client Data.** Client is responsible for securing a full data backup 24 hours before Work is to commence on an existing system for scheduled maintenance or system modification.

17. **General Provisions.**

- a. **Exclusive Remedies.** Client's remedies in this Agreement are exclusive.
- b. **Entire Agreement/Assignment.** This Agreement: (i) is the complete and exclusive statement of the agreement between the parties, (ii) supersedes all proposals, oral or written, and all other communications between the parties relating to the subject of this Agreement; and (iii) may not be assigned, sublicensed, or otherwise transferred by Client without the prior written consent of Waypoint, but its terms and conditions shall extend to and bind any permitted successor or assign. If any provision of this Agreement is void or unenforceable, the remainder of this Agreement will remain in full force and will not be terminated.
- c. **Governing Law.** This Agreement shall be governed by the laws of the State of Texas. The exclusive jurisdiction for any legal proceedings shall be in the courts of the State of Texas, County of Harris, and the parties expressly submit to the jurisdiction of said courts.
- d. **Survival of Proprietary Rights.** The proprietary rights and confidentiality obligations of the parties shall survive the expiration or earlier termination hereof.
- e. **Titles.** The section headings in this Agreement are for convenient reference only and shall be given no substantive or interpretive effect.
- f. **Notices.** Any and all notices between the parties under this Agreement shall be in writing and deemed received when mailed by registered mail, postage prepaid, first class, electronic mail (e-mail) to a partner, officer, or authorized representative, or delivered by courier to the following addresses:

If to Waypoint:

Waypoint Business Solutions/ Paul Neyman

118 Vintage Park Blvd. W414

Houston, TX. 77070

If to Client:

City of Tomball

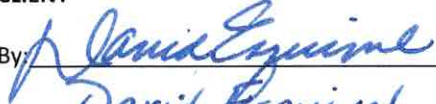
401 Market Street

Tomball, Texas 77375


- g. **Form.** No provision appearing on any form originated by Client shall be applicable unless such provision is expressly accepted in writing by Waypoint.
- h. **Delay.** Waypoint shall not be liable to Client for any delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure by Waypoint to perform its obligations hereunder or otherwise if such delay or failure arises from any cause or causes beyond the reasonable control of Waypoint, including but not limited to, labor disputes, strikes, other labor or industrial disturbances, acts of God, floods, hurricanes, lightning, shortages of materials, rationing, utility or communication failures, earthquakes, casualty, war, acts of public enemy, riots, insurrections, embargoes, blockages, actions, restrictions, regulations, or orders of any government agency or subdivision thereof, or temporary unavailability of service personnel due to other service calls received by Waypoint. In the event of such a delay or failure, and notwithstanding anything to the contrary in any Statement of Work, such delay or failure shall be excused during the continuance thereof, and the period of performance shall be extended to such extent necessary to enable Waypoint to perform after the cause of delay has been removed.
- i. **Legal Fees.** In the event either party must retain an attorney to interpret or enforce this Agreement, the prevailing party in a dispute shall be entitled to recover its attorney's fees and costs incurred in addition to any relief to which it may be entitled.
- j. **Dispute Resolution.** Client and Waypoint will attempt to resolve any claim, or dispute or controversy (whether in contract, tort or otherwise) arising out of or relating to this Agreement (a "Dispute") through face-to-face negotiation with persons fully authorized to resolve the Dispute or through mediation utilizing a mutually agreeable mediator, rather than through litigation. The existence or results of any negotiation or mediation will be treated as confidential. Notwithstanding the foregoing, either party will have the right to obtain from a court of competent jurisdiction a temporary restraining order, preliminary injunction or other equitable relief to preserve the status quo, prevent irreparable harm, avoid the expiration of any applicable limitations period, or preserve a superior position with respect to other creditors, although the merits of the underlying Dispute will be resolved in accordance with this paragraph. In the event the parties are unable to resolve the Dispute within 60 days of notice of the Dispute to the other party, the parties shall be free to pursue all remedies available at law or equity.
- k. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all such counterparts shall together constitute one and the same instrument.

IN WITNESS WHEREOF, the Parties have executed this Agreement by their duly authorized representatives.

CLIENT

By: 
Name: David Esquivel
Title: City Manager

WAYPOINT BUSINESS SOLUTIONS, LLC

By: 
Name: Paul Neyman
Title: President

(ver. 2017-07-25-01)



118 Vintage Park Blvd.
W414
Houston, TX 77070
(832) 479-8540
www.waypointsolutions.com

EXHIBIT A - SCHEDULE OF FEES

Waypoint services may be provided on a time and material basis billed hourly. Project based fees are provided only with an explicitly quoted and signed project proposal. Otherwise, the following rate schedule will apply:

Hourly onsite fee	\$250.00/hour
Hourly remote fee	\$225.00/hour
Emergency onsite fee	\$500.00/hour
Emergency remote fee	\$450.00/hour

The following conditions apply:

1. Normal work hours are Monday through Friday between 8AM and 5PM not including holidays.
2. A four-hour minimum charge will apply for all on-site work and a fifteen-minute minimum charge for all phone or remote support. Time past the minimums is billed in fifteen-minute increments.
3. Emergency rates apply to client requested unscheduled work.
4. Travel expenses are included for any scheduled on-site work.
5. Changes to the scope of the work for any project will be billed according to the current rate structure.
6. Outside services or resources not provided by The Company or its subcontractors or previously agreed to by The Company is considered an expense for the project. These items can include software, hardware, professional services, etc. These items will be passed through to the client along with any fees for any time incurred by The Company in relation to the outside services or resources.
7. Any invoice that goes beyond 30 days delinquent will result in a halt to the provided services.

**Managed Detection and Response
Solution Terms**

This Managed Detection and Response – Solution Terms (“**Solutions Terms**”) describes the Managed Detection and Response Solution (the “**Solution**”). The Solution, if purchased by Customer as evidenced by Customer’s election on an Order Form, will be provided in accordance with the terms set forth herein and the Solutions Agreement (the “**Solutions Agreement**”) made by and between Customer and Arctic Wolf Networks, Inc. (“Arctic Wolf”). Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Solutions Agreement.

Solution. The Solution may be licensed separately or as part of a Security Operations Bundle as more fully described at <https://arcticwolf.com/terms/bundles-tiers/> (each a “Bundle”) and includes the following Components:

Component	
Software	The object form of any software, including any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time
Equipment	Virtual appliances or physical sensors
Services	Support, onboarding services, and services provided by Security Services, all as described herein, and Cyber Resilience Assessment (“ CRA ”)
Platform	One (1) vSensor 100 series Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent ITSM Ticketing Integrations (if elected by Customer) 90-day Log Retention (unless another retention period is purchased by Customer and set forth on an Order Form)

The Solution is delivered by the Security Services team which is comprised of two (2) teams: (1) the Concierge Security™ Team (“**CST**”), and (2) the Security Operations Center (“**SOC**”).

Specific features and functionality provided as part of the Solution include:

- collection of Solutions Data and Points of Contact Information, including Customer’s system logs, from Customer’s systems using Equipment,
- analysis by Arctic Wolf Security Services of both Equipment and log data through the correlation of Solutions Data with threat and vulnerability information,
- scanning of Customer’s internal and external systems,
- escalation of Security Incidents (as defined below) in need of attention by Customer as set forth herein,
- advisory recommendations intended to improve Customer’s security robustness,
- calculation of Customer’s Security Score, as more fully described below,
- Access to additional modules, if licensed by Customer as reflected on an Order Form (as more fully described below)¹,
- Response Actions² (as more fully described below),
- Cyber Resilience Assessment (“**CRA**”) subject to the terms set forth at <https://arcticwolf.com/terms/cyber-jumpstart-portal-subscription-agreement/>, and
- regular summary Executive Dashboard reports, as described herein and the Documentation.

NOTE: The performance of the Solution, including specifically, notification of Emergencies or Security Incidents, as defined below, will not commence until after initial deployment is complete. The performance of (i) remediation services for Security Incidents (as defined below), (ii) the re-imaging of Customer’s systems, or (iii) change of policy settings is outside the scope of the Solution.

Data Transfer. Any Equipment provided by Arctic Wolf to Customer is physically or virtually deployed to monitor Customer’s system traffic. Such system traffic is augmented with additional sources of log data, as required, to deliver the Solution. Except as otherwise set forth in the Solutions Agreement, all such system traffic information is deemed Solutions Data. Essential log sources will be determined by Customer and Arctic Wolf during the onboarding process following the Order Form Effective Date.

Any Solutions Data and Points of Contact Information will be securely transmitted to Arctic Wolf in accordance with the Agreement. The Solution operates redundantly with Customer’s High Availability (HA) specifications to minimize potential service interruptions. Hosting providers used by Arctic Wolf to deliver the Solution may experience service interruptions and service outages outside the control of Arctic Wolf. If such a hosting provider issues an outage notice that could materially impact delivery of the Solutions, Arctic Wolf will use commercially reasonable efforts to promptly notify Customer about the outage and communicate the planned recovery time provided by the hosting provider.

Solutions Data and Points of Contact Information may include personal or confidential information. Customer will provide any such personal or confidential information in accordance with the terms of the Solutions Agreement.

¹ Existing Arctic Wolf MDR Customers may be, subject to authorization by Arctic Wolf, eligible to license Log Search capabilities only. In such event, Log Search will be included on an Order Form.

² Response Actions were formerly referred to as Host Containment Actions.

Data Retention. Arctic Wolf will store Solutions Data and Points of Contact Information for the Data Retention period specified in Customer's then-current Order Form. Solutions Data and Points of Contact Information may be returned to Customer in accordance with the terms of the Solutions Agreement.

Data Storage. Arctic Wolf will store raw Solutions Data and Points of Contact Information in the platform location set forth on an Order Form.

Updates & Upgrades. Automated maintenance and update cycles to the Equipment will be performed remotely by Arctic Wolf Security Services. Arctic Wolf will provide any services related to the replacement or upgrades of the Equipment. Any costs related to such Equipment replacement or upgrades will be in accordance with the Solutions Agreement.

Security Incidents. The CST supporting Customer is available 8:00 am to 5:00 pm (based on the time zone within which the CST is located), Monday through Friday (excluding holidays) and will provide Concierge Security™ Tier support in accordance with the Concierge Security™ Tier selected by Customer, as applicable. The SOC is available 24 hours a day, 7 days a week, including holidays. Customer may schedule specific activities with their CST, in accordance with Customer's Concierge Security™ Tier, as applicable, by contacting the Arctic Wolf SOC at security@arcticwolf.com. Arctic Wolf Security Services will acknowledge any schedule request submitted by Customer to security@arcticwolf.com within one (1) hour of receipt of such request. Arctic Wolf Security Services will provide an estimate of response time determined by scope, size, and urgency.

Arctic Wolf Security Services will notify and escalate to Customer any Security Incidents, the definition of which will be agreed upon by Customer and its CST during the Subscription Term after transition from the deployment team, discovered by Arctic Wolf within two (2) hours of Arctic Wolf's discovery of such Security Incident. Arctic Wolf standard Security Incident notification process is through a ticket to the Customer; however, Arctic Wolf and Customer may agree to alternate notification processes. Security Incident notifications will include a description of the Security Incident, the level of exposure, and a suggested remediation strategy. Customer is responsible for implementing, in its sole discretion, any remediation strategies identified by Arctic Wolf. Customer may request validation by Arctic Wolf that any such implemented remediation strategies are working as expected.

Emergencies. Following transition from the deployment team to the CST, Customer and the CST will agree on and document which Security Incidents will be defined as an **"Emergency"**. Emergencies will typically include the discovery of ransomware and other alerts that could cause degradation/outage to Customer's infrastructure security. Arctic Wolf will escalate Emergencies to Customer within thirty (30) minutes of Arctic Wolf's discovery of the Emergency.

Any Emergency identified by Customer can be escalated to Arctic Wolf's Security Services by calling: 1-888-272-8429, option 2 or by calling the toll-free number based on the location from which you are calling found at <https://arcticwolf.com/toll-free/>. Customer must describe the Emergency in the initial call and Arctic Wolf will respond within 5 minutes. In addition, with respect to any urgent inquiries, Customer may contact Arctic Wolf's Security Services by calling: 1-888-272-8429, option 2 or using the applicable toll-free number for the location from which Customer is located as set forth at <https://arcticwolf.com/toll-free/>.

Ticketing Integration (included in the Platform component of the Solutions). At Customer's election and based on configurations and permissions collected from Customer, Arctic Wolf may employ an integration to transfer data into and out of Customer's third-party ticketing system, provided Arctic Wolf supports integrations to such systems.

Scans. On a monthly basis, Arctic Wolf will use the Solution to conduct external vulnerability assessment scans of Customer's environment. As part of these scans, vulnerability and exploit information will be normalized and correlated with other data sources to determine Customer's Security Score and prioritization of any identified remediation strategies. Arctic Wolf will deliver to Customer a summary security report that includes Security Incident and Emergency notification activities on a monthly and quarterly basis.

Coverage Score (fka Configuration Score or Security Score). Customer's Coverage Score is provided as part of the Solution for illustrative and informational purposes only and may be used by Customer for internal benchmarking. The Coverage Score is based on certain information related to the results of the Solution within Customer's environment and is compiled using the Solutions Data made available to Arctic Wolf in conjunction with its delivery of the Solution. Customer's Coverage Score will be communicated in Customer's summary reports in addition to being available on Customer's online Executive Dashboard. Customers may elect to compare their Coverage Score against industry averages from organizations in the same industry vertical to assess how Customer is performing against industry norms.

Response Actions. Arctic Wolf may, if agreed with Customer, using commercially reasonable efforts, perform response actions, including application/removal of host containment, enable/disable user accounts, block URLs, modify deny lists and iprules, retrieve files, kill processes, and run files or scripts, as described below (collectively, **"Response Actions"**), provided that Customer has deployed the Arctic Wolf Agent, such other agreed upon third party agents, and/or configured the appropriate integrations. In the event Customer has deployed multiple agents, including the Arctic Wolf Agent, within its environment, Arctic Wolf will attempt to contain first using the Arctic Wolf Agent. Based on (i) information provided by Customer to its CST following initial deployment, (ii) a mutually agreed upon response and escalation process set forth in Customer's onboarding document, as updated upon agreement by Customer and its CST during the Subscription Term, and (iii) Arctic Wolf is provided appropriate access to applicable third party security applications, if any, within Customer's environment, the Security Services team may remotely isolate a Customer endpoint device(s), network appliance, or user account that shows evidence of compromise or other suspicious activity. When the Security Services team identifies certain indicators of attack on an endpoint, network device, or user account, the Response Action will be initiated systematically, in accordance with the agreed upon response and escalation process, and subject to the requirements set forth herein, to rapidly quarantine the suspected compromised system or account.

The indicators of attack that may drive Response Actions include those relating to ransomware (and other types of advanced malware), malicious command-and-control (C2) activity, or active data exfiltration attempts.

The endpoints, network, or user accounts participating in the Response Actions will receive a notification and the Response Actions will be detailed in an incident ticket. If using the Arctic Wolf Agent, the Customer Portal will display the Customer endpoints that are currently in a contained state. Security Services team is available to Customer to answer questions or provide detailed information on any endpoints, network, and/or user accounts participating in the Response Action.

Pre-requisites for Response Actions –

Customer must:

- Complete a checklist in partnership with its CST, which will include further definition, including but not limited to the scenarios where Arctic Wolf will and will not perform Response Actions including specific information regarding which endpoints/servers, network appliances, and/or user accounts where Response Actions will and will not be performed, the times of day for Response Actions to occur, notification and escalation preferences related to Response Actions (If parties have not defined the Response Actions pertaining to Customer endpoints, network, and/or user accounts, Arctic Wolf will take Response Actions in accordance with Arctic Wolf's standard response and containment policy);
- Provide Arctic Wolf with technical permissions to allow Arctic Wolf to perform Response Actions within Customer's environment (Customer understands that should Arctic Wolf have invalid access or is blocked from initiating Response Actions, Arctic Wolf will be unable to provide the agreed upon Response Actions);
- Implement appropriate internal procedures and oversight to the extent Customer utilizes the configuration of workflows and processes, including but not limited to Response Actions and other similar functionalities; and
- Enable software or services, in Customer's discretion, to permit necessary visibility into Customer's environment to perform Response Actions.

Active Directory Deception. If licensed and implemented by Customer either as a standalone or bundled feature within the Solution, Customer may deploy Active Directory Deception ("AD Deception"). With AD Deception, Customer creates, configures, and maintains Active Directory decoy account(s) intended to act as a deception trap within Customer's network.

The Active Directory decoy account is not intended to participate in normal business activities and should not log-in to Customer's system. The Active Directory decoy account is intended to provide a high-fidelity mechanism for detecting abnormal activity yielding no false positives. If a decoy account is deployed by Customer, Customer is responsible for creating, configuring, and maintaining the decoy account. The naming of the decoy account should follow Customer's account naming conventions. Arctic Wolf will provide reasonable guidance and assistance to Customer in the configuration of such decoy accounts. Customer will provide Arctic Wolf details of the decoy account to Arctic Wolf for monitoring. Customer understands that any changes to the decoy account configurations may impact the security of Customer's environment.

Microsoft US Government Community and High US Government Community Environment Monitoring. In the event Arctic Wolf monitors applications for Customer within the Microsoft US Government Community environment or US Government Community High environment (each a "GCC environment") as part of the delivery of the Solutions, Customer understands and agrees as follows:

1. Arctic Wolf is not FedRAMP compliant.
2. Only Arctic Wolf supported and integrated applications will be monitored in the GCC environment.
3. Solutions Data (i) may be accessed by Arctic Wolf, its Affiliates, and any third-party providers, from locations outside the United States, and (ii) may be accessed by persons who are not United States citizens;
4. Arctic Wolf does not require access to or delivery of Customer's Controlled Unclassified Information ("CUI") and in the event information classified as CUI is provided, Arctic Wolf may immediately cease ingestion of Customer Solutions Data without further liability to Customer;
5. Arctic Wolf will provide reasonable cooperation to Customer in the event of a data breach involving Solutions Data including, but not limited to assistance in responding to any government or regulatory inquiries;
6. Certain Microsoft log sources may be in beta and, consequently, Arctic Wolf makes no representations as to the delivery of the Solutions related to any such beta Microsoft log sources; and
7. Customer will immediately notify Arctic Wolf of non-consent or any change in consent and any monitoring of Customer's GCC environment will immediately cease without further liability to Arctic Wolf.

Additional Modules.

- **Cloud Detection and Response ("CDR").** Customers may license CDR for Amazon Web Services (AWS), Microsoft Azure, and any such other cloud IaaS and SaaS environments that Arctic Wolf may agree to monitor. Customer's election to license such CDR feature will be set forth on an Order Form. If licensed as part of the Solution, Arctic Wolf will provide detection and response for the respective IaaS and SaaS environments as described herein. Arctic Wolf is not responsible for any software and/or application changes made by the cloud IaaS and SaaS providers which affect or impair the CDR feature.
- **Data Explorer.** Customer may elect to license the Data Explorer feature. Should Customer subscribe to such feature, Data Explorer will be included on an Order Form. Data Explorer allows Customer to access historical data for quick, ad-hoc investigations and self-service reporting. Customer may identify and remediate risk in Customer's environment and may take appropriate actions when needed depending on results. Data Explorer includes (i) access to the prior ten (10) days of event and analyzed data, and (ii) Log Search³ which permits Customer to query its retained Solutions Data in 30-day increments.

³ Legacy customers licensing Log Search are entitled to Log Search only.

- **Data Explorer – Lite.** Customers licensing MDR as part of a Bundle will receive Data Explorer - Lite which includes access to the prior three (3) days of event data.

For purposes of Data Explorer and Data Explorer-Lite, analyzed data includes parsed, normalized, and enriched data processed by the Arctic Wolf platform, however, not all logs ingested by Arctic Wolf will be parsed, normalized, or enriched. Event data is a collection of analyzed observations Arctic Wolf finds to be interesting from a security standpoint.

- **Application and SaaS Integrations.** Customers may license application and SaaS integrations as may be offered by Arctic Wolf. Customer's election to license such integration will be set forth on an Order Form. If licensed as part of the Solution, Arctic Wolf will provide detection and response for the respective integrated environments as described herein. Arctic Wolf is not responsible for any software and/or application changes made by the third-party application provider which affect or impair the integration with such third-party application.

**Managed Risk
Solution Terms**

These Managed Risk – Solution Terms (“**Solutions Terms**”) describe the Managed Risk Solution (the “**Solution**”). The Solution, if purchased by Customer as evidenced by Customer’s election on an Order Form, will be provided in accordance with the terms set forth herein and the Solutions Agreement (the “**Solutions Agreement**”) made by and between Customer and Arctic Wolf Networks, Inc. (“**Arctic Wolf**”). Any capitalized terms not otherwise defined herein shall have the meaning set forth in the Solutions Agreement.

The Solution. The Solution may be licensed separately or as part of a Security Operations Bundle as more fully described at <https://arcticwolf.com/terms/bundles-tiers/> (each a “Bundle”) and includes the following Components:

Component:	
Software	The object form of any software, including any related to virtual Equipment, if applicable, any operating system software included in the Equipment, and add-ons offering enhanced features and functionality made generally available to Arctic Wolf customers from time-to-time
Equipment	Virtual appliances or physical scanners
Services	Support, onboarding services, and services provided by Security Services, all as described herein, and Cyber Resilience Assessment (“ CRA ”)
Platform	Unlimited data ingestion Access to the Customer Portal Use of the Arctic Wolf Agent ITSM Ticketing Integrations (if elected by Customer)

The Solution provides Customers with security vulnerability analytics and trends in Customer’s network and endpoints which assist in the prevention of system attacks. Specific Services included as part of the Solution include:

- Arctic Wolf will provide Customer with internal vulnerability assessment (IVA) through a Managed Risk scanner. Managed Risk scanners, at the election of Customer at the time of order, may be a deployed as a physical piece of equipment or virtual instance.
- During onboarding, Arctic Wolf will work with Customer to determine Customer’s Managed Risk scanner configuration. The scanner, based upon the agreed upon configuration, will scan Customer’s network to identify security vulnerabilities within Customer’s host and/or network infrastructures.
- Information obtained from the IVA scans will be paired with an external vulnerability assessment (“**EVA**”) function. The EVA will be run from Arctic Wolf’s cloud-hosted environment, will scan Customer’s IP addresses associated with Customer’s organization or such other addresses designated by Customer and for which Customer is legally authorized to scan, and will provide Customer with a comprehensive security risk posture based on an industry-standard and recognized Cybersecurity Framework and Arctic Wolf’s proprietary algorithm.
- The EVA function will also be used to scan external network environments for dark web exposures to identify any Customer personally identifiable information that is publicly accessible through the Account Takeover (ATO) capability.
- Customer may elect not to deploy the Arctic Wolf Agent (the “**Agent**”), proprietary end point software, which will be configured by Arctic Wolf during onboarding as agreed. Use of the Agent allows Arctic Wolf to run local system scans to augment the Solutions Data used to identify security vulnerability analytics, trends in Customer’s network and endpoints, scan for system misconfigurations through the security controls benchmarking function and perform host-based vulnerability assessment scan.
- Customer understands and agrees that Arctic Wolf, in the performance of the Solution, may use a GeolP service (i.e., a method of locating a computer terminal’s geographic location by identifying that terminal’s internet protocol (“**IP**”) address) to report the location of Customer’s IP address.
- Customer may access and use the Arctic Wolf Analytics platform that aggregates Solutions Data from the Agent and IVA. Analytics will allow Customer the ability to build custom dashboards and reports and will be licensed in accordance with the terms and conditions set forth in the Solutions Agreement.
- Customer may use Cyber Resilience Assessment (“**CRA**”) subject to the terms set forth at <https://arcticwolf.com/terms/cyber-jumpstart-portal-subscription-agreement/>.

Data Transfer. Any Equipment provided by Arctic Wolf to Customer is physically or virtually deployed to monitor Customer’s system traffic. Such system traffic is augmented with additional sources of log data, as required, to deliver Managed Detection and Response, if licensed by Customer. All such system traffic information is deemed Solutions Data. Essential log sources

will be determined by Arctic Wolf during the onboarding process preceding the Subscription Term Start Date (as defined in an Order Form).

Any Solutions Data and Point of Contact Information will be transmitted to Arctic Wolf in accordance with the terms of the Solutions Agreement via a secure tunnel in compliance with ISO27001 and SOC 2 Type II. The Solution may be provided redundantly to Customer's high availability (HA) specifications to minimize potential service interruptions. Hosting providers used by Arctic Wolf to deliver the Solution may experience service interruptions and service outages outside the control of Arctic Wolf. If such a hosting provider issues an outage notice that could materially impact delivery of the Solutions, Arctic Wolf will use commercially reasonable efforts to promptly notify Customer about the outage and communicate the planned recovery time provided by the hosting provider.

Solutions Data and Points of Contact Information may include personal or confidential information. Customer will provide such information in accordance with the terms of the Solutions Agreement.

Data Storage. Arctic Wolf will store Solutions Data and Points of Contact Information in the hosting provider location selected by Customer and set forth on an Order Form.

Additional Modules. Customers may license Cloud Security Posture Management ("**CSPM**") for Amazon Web Services (AWS), Microsoft Azure, and any such other cloud and SaaS environments that Arctic Wolf may agree to monitor at a frequency agreed upon with Customer. Customer's election to license such CSPM feature will be set forth on an Order Form. If licensed as part of the Solution, Arctic Wolf will monitor, evaluate, and track Customer's agreed upon cloud configurations and compare such configurations to best practices to identify possible configuration errors in Customer's environment. Any such errors will be displayed within Customer's dashboard and a report will be provided to Customer outlining any additional details.

Updates & Upgrades. Any automated maintenance and update cycles to the Solution will be performed remotely by Arctic Wolf. Arctic Wolf will provide any services related to the replacement or upgrades of the Equipment. Any costs related to such Equipment replacement or upgrades will be in accordance with the Solutions Agreement.

Ticketing Integration (included in the Platform component of the Solutions). At Customer's election and based on configurations and permissions collected from Customer, Arctic Wolf may employ an integration to transfer data into and out of Customer's third-party ticketing system, provided Arctic Wolf supports integrations to such systems.

Waypoint Business Solutions, LLC

Contract Category:

Contract Number: 22/041KN-02

Contract Terms:

Initial Award Date: August 17, 2022

1st Renewal Start Date: August 17, 2023

2nd Renewal Start Date: August 17, 2024

Current Expiration Date: August 16, 2025

Renewals Remaining: 2

CP Contract Manager:

Monique Francis

monique@choicepartners.org

713-316-4259

Contract Partner: Waypoint Business Solutions, LLC



Contract Partner Web Site:

<https://www.waypointsolutions.com/choice-partners-purchasing-cooperative/>

Approved Market Area: National

APPROVED PRODUCT OR SERVICE:

Networking, Telecommunication, WiFi Equipment, and Deployment Services.

MUST mention **RFP 22/041KN-02** when contacting the vendor.

MWBE/HUB Status: Not Certified

ABOUT THIS PARTNER:

Waypoint fills the need for organizations seeking a single company to fulfill not only their hardware and software needs, but provide the professional services to implement and support their IT solutions. Waypoint partners with leading technology companies to provide proven solutions and the knowledge to deliver.

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 6, 2025

Topic:

Approve a Professional Services Agreement with AtkinsRéalis USA, Inc. for the Texas Pollutant Discharge Elimination System (TPDES) permit support (Contract No. 0000-10040), for a not-to-exceed amount of \$50,573.97, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget.

Background:

The City has maintained a professional services agreement with AtkinsRéalis since 2019 to provide permit support for the City’s Texas Pollutant Discharge Elimination System (TPDES) – Multi-Sector General Permit (MSGP). The contract enables oversight of the City’s Industrial Storm Water Pollution Prevention Plan (SWPPP) and Spill Prevention, Control, and Countermeasure (SPCC) activities.

Each year, the City renews the professional services agreement, and the current agreement with AtkinsRéalis applies to the 2024-2025 permit year. The total contract amount exceeds \$50,000, and per the City’s Procurement Policy, it requires approval from City Council. The agreement is exempt from public procurement requirements under Chapter 252 of the Texas Local Government Code, Section 252.022, General Exemptions, (a)(4) – "procurement for personal, professional, or planning services."

The table below provides outlines a comprehensive breakdown of all tasks completed by the consultant as part of this agreement.

Task	Sub-Task	Task Completed
Pre-Sampling Activities	<ul style="list-style-type: none"> • Sampling Preparation • Weather & Storm Tracking • Mobilization 	Quarterly
Sampling Activities	<ul style="list-style-type: none"> • Analytical Sampling • Laboratory Testing 	Per Successful Event
Data/Project Management	<ul style="list-style-type: none"> • Data Management • Project Management 	Quarterly & Annually, as applicable
Compliance Inspections & SPCC Inspection Oversight	<ul style="list-style-type: none"> • Routine inspection activities & SPCC Oversight • Compliance Reporting 	Quarterly
Reporting/SWPPP Revisions	<ul style="list-style-type: none"> • Site Visit • Data Collection • Preparation of updates 	Annually
Employee Training	<ul style="list-style-type: none"> • Training material and session 	Annually

The proposed professional services agreement ensures the City’s continued compliance with all requirements of the Texas Pollutant Discharge Elimination System (TPDES). Staff recommends approving the agreement with AtkinsRealis to maintain ongoing oversight and support related to the City’s permit, for a not-to exceed amount of \$50,573.97.

Origination: Project Management

Recommendation:

Staff recommends awarding a professional services agreement to AtkinsRéalis USA, Inc. for the Texas Pollutant Discharge Elimination System (TPDES) permit support for an amount not-to-exceed \$50,573.97.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: No: _____
If yes, specify Account Number: #100-154-6304
#100-155-6304
#600-614-6304 _____

If no, funds will be transferred from account: # _____ To Account: # _____

Signed: Meagan Mageo **Approved by:** _____
Staff Member Date City Manager Date

**PROFESSIONAL SERVICES AGREEMENT
FOR
CONSULTANT SERVICES
RELATED TO
PROJECT NO. 0000-10040
CITY OF TOMBALL
TPDES PERMIT SUPPORT – SWPPP OVERSIGHT**

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

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

WITNESSETH:

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

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

**SECTION I.
SCOPE OF AGREEMENT**

Consultant agrees to perform professional support services related to the **City of Tomball Texas Pollutant Discharge Elimination System (TPDES) – Multi-Sector General Permit (MSGP)** as outlined and defined in the **Scope and Schedule of Work** attached hereto as **Exhibit A**, and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Consultant compensation as stated in the sections to follow.

**SECTION II.
CHARACTER AND EXTENT OF SERVICES**

Consultant shall do all things necessary to render the services and perform the Scope of Work in a manner consistent with the professional skill and care ordinarily provided by competent consultants practicing in the same or similar locality and under the same or similar circumstances and professional license. It is expressly understood and agreed that Consultant is an Independent Contractor in the performance of the services agreed to herein. It is further understood and agreed that Consultant shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Exhibit "A" without prior written authorization from the City.

**SECTION III.
OWNERSHIP OF WORK PRODUCT**

Consultant agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Consultant pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same. It is further understood and agreed that ownership and usage rights associated with the above referenced documents and analyses, hereinafter referred to as instruments, are contingent upon Consultant's completion of the services which will result in the production of such instruments and Consultant's receipt of payment, in full, for said services. Additionally, City understands and agrees that the rights described and provided hereunder shall not preclude or prevent Consultant from continuing to use those processes, analyses and data.

**SECTION IV.
CONTRACT TERM**

The contract shall become effective upon execution by both parties and shall automatically terminate upon successful completion of the Scope of Work. Should the Scope of Work not be completed, this agreement shall automatically terminate on January 5, 2026.

**SECTION V.
COMPLIANCE AND STANDARDS**

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

**SECTION VI.
INDEMNIFICATION**

To the fullest extent permitted by Texas Local Government Code Section 271.904, Consultant shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Consultant, the Consultant's agent, consultant under contract, or another entity over which the Consultant exercises control.

**SECTION VII.
CONSULTANT COMPENSATION**

For and in consideration of the services rendered by Consultant pursuant to this Agreement, the City shall pay Consultant only for the actual work performed under the Scope of Work, on the basis set forth in Exhibit "A," up to an amount not to exceed \$50,573.97, including reimbursable expenses.

**SECTION VIII.
INSURANCE**

Consultant shall procure and maintain insurance for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness, disease, or death, claims or damages because of injury to or destruction of property, including loss of use resulting therefrom, and claims of errors and omissions.

**SECTION IX.
TERMINATION**

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

**SECTION X.
ADDRESSES, NOTICES AND COMMUNICATIONS**

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

ATKINSRÉALIS USA, INC
Attention: Kofi N. Sam, PE, CFM, CPESC
920 Memorial City Way
Houston, Texas 77024

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

City of Tomball
Attn: Project Manager
501 James Street
Tomball, Texas 77375

SECTION XI. LIMIT OF APPROPRIATION

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

SECTION XII. SUCCESSORS AND ASSIGNS

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

SECTION XIII. DISCLOSURE OF INFORMATION

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

SECTION XIV. MODIFICATIONS

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

**SECTION XV.
ADDITIONAL SERVICES OF CONSULTANT**

If authorized in writing by the City, Consultant shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the Scope of Work, as defined in Exhibit "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Exhibit "A," up to the amount authorized in writing by the City.

**SECTION XVI.
CONFLICTS OF INTEREST**

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

**SECTION XVII.
PAYMENT TO CONSULTANT FOR SERVICES AND
REIMBURSABLE EXPENSES**

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

**SECTION XVIII.
PAYMENT FOR SERVICES AND REIMBURSABLE EXPENSES**

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

**SECTION XIX.
MISCELLANEOUS PROVISIONS**

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

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

C. Consultant further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

D. In accordance with Chapter 2270, Texas Government Code, a government entity may not enter into a contract with a company for goods or services unless the Consultant covenants and agrees that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of the contract. Furthermore, the Consultant is prohibited from engaging in business with Iran, Sudan or Foreign Terrorist Organizations.

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

EXECUTED on this ___ day of _____, 2025.

ATKINSRÉALIS USA, INC.



Name: Brett Sachtleben, PE, CFM
Title: Vice President

CITY OF TOMBALL, TEXAS

David Esquivel, City Manager

ATTEST:

Tracylynn Garcia, City Secretary

**ATTACHMENT A
SCOPE AND SCHEDULE OF WORK**

**CITY OF TOMBALL
TEXAS POLLUTANT DISCHARGE ELIMINATION SYSTEM (TPDES) - MULTI-SECTOR GENERAL
PERMIT (MSGP) SUPPORT SERVICES**

**Implementation of Industrial
Storm Water Pollution Prevention Plan (SWP3) Support & Spill Prevention, Control &
Countermeasure (SPCC) Oversight Activities (2024-2025 Permit Years)**

The following text describes the scope of work:

Task Items

Pre-Sampling Activities

- **Sampling Preparation** – AtkinsRéalis will prepare field data forms, checklists, and chain of custody forms to aid in sample collection. Consumable items necessary for monitoring activities, including data sheets, analytical sample kits, trip blanks, sample solutions (acids, bases, distilled water, etc.), coolers and other sampling devices will be prepared by AtkinsRéalis or received from the project laboratory. All sampling materials including checklists and field data forms will be organized and maintained by AtkinsRéalis for easy access and rapid mobilization time.
Deliverable: None

- **Weather and Storm Tracking** - AtkinsRéalis will monitor meteorological conditions and storm fronts to anticipate qualifying storm events. During warm weather months when afternoon showers are common, AtkinsRéalis staff will check weather conditions at least twice a day to determine whether precipitation is likely at the sites. During cold weather months, AtkinsRéalis will monitor the approach of rain producing cold fronts. AtkinsRéalis will not monitor weather when the antecedent dry period requirement has not been met at the site or during a given monitoring period when a representative storm event and the required screening/sampling has occurred. For likely precipitation events, AtkinsRéalis will evaluate whether a qualifying rain event may occur and take necessary action to mobilize field personnel. The antecedent dry period and rainfall amounts will primarily be monitored from the Harris County Flood Warning System rain gauge network (<http://www.harriscountyfws.org/>). Weather forecasts will be obtained from the web site (<http://www.noaa.gov/>) by entering the word "Tomball" for the city name or the zip code of the city facility. City staff will maintain daily records of onsite rain gauges.
Deliverable: None.

- **Mobilization** – AtkinsRéalis field staff will mobilize, when conditions warrant, to the site to perform analytical sampling activities. Field mobilization will primarily occur during daylight hours, 5-days a week, or on weekends or outside normal operational hours (where applicable with prior notification). AtkinsRéalis field personnel will gather necessary logbooks, forms, jars and sampling equipment and travel to the site when mobilization has been authorized. AtkinsRéalis field personnel will go through the checklist of all the equipment needed for the field trip making sure that they are in good working condition and that they have all applicable monitoring and safety equipment before they leave the office. AtkinsRéalis field personnel will attempt to arrive before or as soon as precipitation starts. During the first 30 minutes of a discharge from a qualifying event, a sample will be collected from the outfall. If it is not possible to sample an outfall in the first 30 minutes, sampling will be completed in the first hour of when flow is observed, with the reason documented. AtkinsRéalis expects that four successful mobilizations will be conducted for the required qualifying events (numeric and benchmark monitoring activities). AtkinsRéalis also expects that up to two additional mobilizations may result in non-qualifying rain events at multiple sites where samples will not be collected due to sporadic and

unqualifying rain events, events that do not produce runoff, or during periods when the sample collection time window of one hour may be exceeded. AtkinsRéalis will conduct routine facility inspection activities during aborted sampling trips to the city.

Deliverable: Where applicable, AtkinsRéalis will submit completed inspection forms documenting findings from inspection activities. Deliverables will comprise an email notification of completed inspection activities plus summary of findings, followed by a completed inspection form for City use.

Sampling Activities

- **Visual and Analytical Sampling** – AtkinsRéalis will conduct visual monitoring activities at the three MSGP sites – Closed Landfill Site (CLF-01 and CLF-02), North Wastewater Treatment Plant (NWWTP-01 and NWWTP-02), and the South Wastewater Treatment Plant (SWWTP-01) - once per quarter over the permit year. Visual monitoring forms will be completed and submitted to the city for inclusion in each SWPPP. AtkinsRéalis' staff will collect four samples per site (one per outfall at the CLF and NWWTP) per permit year – one during each of the monitoring quarters at each site. Visual examinations will be conducted during the calendar quarters (January through March, April through June, July through September, and October through December). If monitoring activities are inhibited by adverse conditions during a quarter, samples will be collected during the next quarter (Attempts to collect a sample will be discontinued after two quarters of adverse events or no discharge conditions). Examinations will be made of grab samples collected from representative storm events at the selected outfall locations using clean, clear glass jars. The sample will be collected from the middle of the water column to avoid scooping sediment or solids into the sample. The following characteristics of the samples will be described as per Part III, Section B, 3(a) of the TPDES General Permit No. TXR050000:

- Color
- Clarity
- Floating solids
- Settled solids
- Suspended solids
- Foam
- Oil sheen
- Other obvious indicators of stormwater pollution
- Noticeable odors

AtkinsRéalis will perform sampling activities to support benchmark analytical monitoring at the three MSGP sites as follows:

- Iron and TSS samples will be collected twice a year from each sampling location at the closed landfill.
- BOD₅ samples will be collected twice a year from sampling locations NWWTP-01, NWWTP-02 and SWWTP-01.

AtkinsRéalis will complete data forms for benchmark analytical monitoring at each sampling site.

AtkinsRéalis will perform sampling activities to support numeric effluent limitations analytical monitoring at the three MSGP sites as follows:

- Arsenic, Barium, Cadmium, Chromium, Copper, Lead, Manganese, Mercury, Nickel, Selenium, Silver and Zinc samples will be collected once a year from sampling location CLF-01, CLF-02, NWWTP-01, NWWTP-02 and SWWTP-01.

Quality control samples (field duplicates, field blanks and bottle blanks) will be collected as necessary. AtkinsRéalis will complete data forms for numeric analytical monitoring at each sampling site.

Deliverable: See Data Management Task Deliverable

- **Laboratory Testing** –AtkinsRéalis will deliver analytical samples collected during sampling activities to the project laboratory, for analysis. Laboratory costs are included in the overall costs for sampling activities.

Deliverable: See Data Management Task Deliverable

Data/Project Management

- **Data Management** – AtkinsRéalis will evaluate rain gauge and sampling data collected during monitoring activities and report the results by e-mail to the city, including any indications of pollutants leaving the sites. AtkinsRéalis will also evaluate data for successful analytical sampling events generating acceptable data and report it to the city. AtkinsRéalis will evaluate lab sample results and data and storm characteristics; review corresponding QA/QC material; ensure generated data is in appropriate format and store a hardcopy of data in a secure readily accessible location. AtkinsRéalis will input the data into a discharge monitoring report (DMR) or benchmark reporting forms for reporting purposes as applicable.

Deliverable: AtkinsRéalis will submit copies of reviewed visual monitoring forms, completed laboratory reports and DMRs for successful monitoring events during each quarter. AtkinsRéalis will also submit sampling summaries (See Reporting Task) that combine all results in one platform. Where sampling activities are not successfully collected during the appropriate sampling period, AtkinsRéalis will submit as part of the summary report, reasons for the unsuccessful sampling for that period and will collect an additional sample the following quarter.

- **Project Management** – AtkinsRéalis will prepare monthly invoices and progress reports. Staff, equipment, and other resources will be allocated, and activities will be coordinated internally on a quarterly basis. Project accounting and invoicing will be conducted.

Deliverable: AtkinsRéalis will submit monthly project progress reports and invoices to the city.

SWPPP Compliance Inspections, SPCC Plan Implementation and Inspections Oversight

- **SWPPP Routine Inspections** – AtkinsRéalis will conduct periodic routine inspections to determine the effectiveness of the pollution prevention measures and controls. The inspections will be conducted once per quarter and must include a member of the pollution prevention team for the facility. At least one of the inspections will be conducted during a period when stormwater discharge is occurring. AtkinsRéalis will document inspection findings using a checklist from each applicable facility's SWPPP. The checklist shall document the following:

- The inspection date and time.
- Weather information and applicable discharges.
- Previously unidentified discharges from site.
- Control measures needing maintenance or repair.
- Failed control measures.
- Incidents of non-compliance.
- Control measures needed; and,
- Identification of existing BMPs that are not being or improperly implemented.

Completed checklists will be signed by AtkinsRéalis and submitted to the City for approval and inclusion in each signed SWPPP. Applicable recommendations and time frames for implementation of recommendations will be attached to the completed checklist as necessary.

Deliverable: AtkinsRéalis will submit copies of reviewed completed checklists and recommendations to the City upon completion of inspection activities in a time frame that will facilitate implementation of recommended actions.

- **SPCC Plan Inspections Oversight (VMF)** – AtkinsRéalis will, during routine MSGP inspections, perform inspection activities at the VMF using the monthly inspection form from the facility's SPCC plan to verify compliance with SPCC provisions. AtkinsRéalis will provide feedback to the city on

observations made during routine inspections and will conduct quarterly reviews of City completed monthly inspection reports.

Deliverable: AtkinsRéalis will submit VMF inspection results and review comments to City performed inspection activities alongside MSGP routine inspection reports.

- **Annual Comprehensive Site Compliance Inspection (ACSCI)** - In accordance with Part III.B.5, of TPDES General Permit No. TXR050000, AtkinsRéalis will visit all three facilities and evaluate site conditions against various elements of the SWPPP. Evaluation will include the examination and assessment of the following:
 - Areas identified in the inventory of exposed materials.
 - Non-structural and structural controls.
 - Areas where spills have occurred within the last three years.
 - Downstream areas of outfalls.
 - Industrial materials that may come into contact with stormwater.
 - Leaks or spills from industrial equipment.
 - Entrances/exits to facilities.
 - Tracking of materials from non-exposed to exposed areas.
 - Records review and any control measures needing replacement, maintenance, or repair.

Deliverable: AtkinsRéalis will complete a site evaluation compliance report within thirty (30) days of completing the evaluation. The report will identify personnel conducting the evaluation, dates of evaluation and any incidents of non-compliance.

Reporting and SWPPP Revisions/Updates

- **SWPPP Implementation Summary** – Upon completion of the Annual Site Compliance Inspection Report, AtkinsRéalis will provide a summary of implementation activities to the City in a format that will enable the pollution prevention team to evaluate visual and analytical sampling results within a singular framework.
- **Revisions to SWP3** - Within 12 weeks following the completion of the Annual Site Compliance Inspection Report, AtkinsRéalis will complete updates or recommend updates (where a significant effort will be required) to each SWPPP in response to the findings of the report. Evaluation will include the examination and assessment of the following:
 - Elements of the SWP3 requiring modification.
 - Controls (e.g. structural controls or BMPs) that should be added or modified.
 - Site map.
 - Inventory of exposed materials.
 - Description of the good housekeeping measures.
 - Description of structural and non-structural controls; and
 - Any other element of the plan that was either found to be inaccurate or will be modified.

Deliverable: AtkinsRéalis will submit the SWPPP implementation summary in spreadsheet format. AtkinsRéalis will submit SWPPP Revision Documents/Addendums in electronic (MS Word) and pdf formats. AtkinsRéalis will incorporate one round of comments from the city and submit electronic copies of final SWPPP Revision Documents/Addendums.

Employee Training

- **Training Materials and Training Session** – AtkinsRéalis will prepare training materials and provide one training session for City staff on the goals and requirements of the SWP3s.

Deliverable: AtkinsRéalis will submit training materials and copies of attendance sheets to the city.

Schedule

AtkinsRéalis will initiate work on the above-described requested services immediately after receiving the City of Tomball executed contract. Summary of tasks, deliverables and schedules provided below.

Task	Sub-Task	Deliverable(s)	Task Completed
Pre-Sampling Activities	Sampling Preparation	None	Quarterly
	Weather and Storm Tracking	None	Quarterly
	Mobilization	Routine Facility Inspection Forms (as applicable)	Quarterly
Sampling Activities	Analytical Sampling	See Data Management	Per successful event
	Laboratory Testing	See Data Management	Per successful event
Data/Project Management	Data Management	<ul style="list-style-type: none"> Reviewed visual monitoring forms Sampling Summaries Laboratory reports DMR/Benchmark Forms Unsuccessful sampling reports (if applicable) 	Quarterly and annually as applicable
	Project Management	<ul style="list-style-type: none"> Invoices Progress Reports 	Monthly/Quarterly
Compliance Inspections (Routine & ACSCI) and SPCC, Inspections Oversight	Routine Inspection Activities and SPCC Oversight (VMF)	Completed inspection forms	Quarterly
	ACSCI	See compliance reporting	Within 1 st quarter of 2025
	Compliance Reporting	Inspection Report	Within thirty (30) days after inspections/evaluations
Reporting/SWPPP Revisions	Site Visit, Data Collection & Preparation of Updates	Implementation Summary	Within (30) days of completion of visual and analytical sampling
		Draft SWPPP Revisions	Within 10 weeks of ACSCI
		Final SWPPP Revisions	Within 12 weeks of ACSCI
Employee Training	Training Materials and Training Session	<ul style="list-style-type: none"> Training materials Sign-In sheets 	Within 1 st quarter of 2025

**ATTACHMENT B
COMPENSATION**

Summary of Tasks and Compensation

Recurring Tasks	Compensation/Quarter	Compensation/Year
Pre-Sampling Activities	\$2,023.83	\$8,095.30
Sampling Activities	\$3,321.58	\$13,286.33
Data/Project Management & QAQC	\$3,565.13	\$14,260.53
Compliance Inspections (Routine & ACSCI) and SPCC Oversight	\$1,689.12	\$6,756.47
Sub-Total	\$10,599.66	\$42,398.63
One-Time Tasks		
Reporting/ SWPPP Revisions	N/A	\$3,150.99
Employee Training	N/A	\$5,024.35
Sub-Total	N/A	\$8,175.34
TOTAL COMPENSATION		\$50,573.97

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: January 6, 2025

Topic:

Consideration and discussion regarding appointment/reappointment to the Tourism Advisory Committee.

Background:

As approved during June 3, 2024, Regular City Council meeting, all eligible candidates will be notified and scheduled to attend a Council workshop or regular meeting. At this meeting, candidates will have the opportunity to introduce themselves and respond to any questions.

The Tourism Advisory Committee consists of nine (9) members, including three Tomball residents, three Tomball business owners, one officer or director (excluding those from hotels or motels), and three employees or officers of a Tomball hotel or motel.

TAC Member	Position	Term Ends
Vacant	Resident 1	12/5/2027
Angie Johnson	Resident 2	12/5/2024
Vacant	Business 6	12/5/2025
Vacant	Hotel 8	12/5/2024

Matthew Harris, who previously held Position Resident 1, submitted his resignation via email on September 23, 2024.

Ted Mielke, who previously held Position Business 6, submitted his resignation via email on October 1, 2024.

Raymond Francois, who previously held Position Hotel 8, confirmed via email on January 3, 2025, that he is no longer eligible to serve in his capacity.

Angie Johnson wishes to be reappointed.

The following individuals would like to be considered for the vacant and expired positions:

Eric Berger as well as Larissa Roberts, both eligible for Resident Positions 1 and 2 and Gilianne Bijoux, eligible for Business Position 6

Appointments will be made at the next Regular City Council meeting to be held on January 20, 2025.

Origination: Mayor Lori Klein Quinn

Recommendation: n/a

Party(ies) responsible for placing this item on agenda: Tracylynn Garcia, City Secretary

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed Tracylynn Garcia Approved by _____
Staff Member Date City Manager Date

TEDC

Planning & Zoning Commission/**CIPAC**
Board of Adjustments



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be public information. You will be contacted before any appointments are considered to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire in 2024.

Please Type or Print Clearly:

Date: 4/23/24

Name: Angie Johnson

Phone: [REDACTED] (cell)
(Home)

Address: [REDACTED]

Phone: same
(Work)

City/State/Zip [REDACTED]

Phone: [REDACTED]

Email: [REDACTED]

I have lived in Tomball 20 years.

I am am not a U.S. Citizen

Occupation: _____

Contract Specialist

Professional and/or Community Activities: _____

Volunteer ESL teacher – 2 years at Harris County library at Lone Star, currently tutoring English for citizenship oral testing

Tomball High School band volunteer – support students and parents at games and competitions and volunteer at concession stands

Additional Pertinent Information/References: _____

Certified Texas Contract Developer and Certified Texas Contract Manager
Create solicitations for state agency contracts and participate in bid evaluations and scoring instruments

Please attach a short biography to this application.

Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

I'm interested in volunteering my time because I'd like to be more civically engaged and contribute to decision making that will be in the best interest to the City of Tomball. I believe I can use my professional background to participate in in city processes that will continue to shape growth and quality of life in my community.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

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

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

Decision-Making Boards and Commissions

- (x) Planning & Zoning Commission/CIPAC
- (x) Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- (x) Tomball Economic Development Corporation

Meeting Information

Six (6) regular scheduled meetings, usually on the second Tuesday of the Month, 5:30 p.m.; the annual meeting is in May (special meetings may be called)
Fourth Wednesday each month, 4 p.m.

- () Tomball Regional Health Foundation

Ad Hoc/Advisory Committees

- () Downtown Tomball Advisory Committee
- DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

(x) Tomball Legacy Fund, Inc.

Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

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



Signature of Applicant
(Must be signed/signature typed in)

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@tomballtx.gov
office: 281-290-1002
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 33, Handbook)

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.



 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

 Signature of vendor doing business with the governmental entity

 Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

OFFICE USE ONLY

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

Date Received

1 Name of Local Government Officer

Angelynn Johnson

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

n/a

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

n/a

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

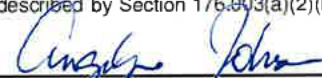
Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.



Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____, 20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.



Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return to the City Secretary's Office within fourteen days of receipt.

I **DO** elect public access to my: (please indicate items you would like available, if any)

home address

home telephone number

personal email address

cell or pager numbers not paid for by the City

emergency contact information

information that reveals whether I have family members.

I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Angie Johnson

Board Member's Signature

4/23/24

Date

Angie Johnson

Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 4/26/2024 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of *Conduct* as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.



Signature of Applicant for Appointment

Angelynn Johnson

Printed Name of Applicant

4/26/2024

Date:

Angie Johnson Bio

I have grown up in Tomball since 1980 and graduated from Tomball High School in 1988. I went on to graduate from the University of Houston and my background has mostly been in finance with positions as admin assistant, analyst, corporate trainer, and collateralized debt administrator for JP Morgan Chase, Bank of New York, and Citibank.

I switched careers in 2010 and spent three years working on a public safety radio communications upgrade for the City of Houston. By this time, I had participated in the citizens academies for Houston Police Department and Texas Department of Public safety and was active in their alumni associations, holding the treasurer position for the Houston Citizens Police Academy Alumni for several years.

My volunteer work includes volunteering for MADD and more recently at the Tomball branch of the Harris County Public Library system teaching English to non-native English speakers. My students inspired me to pursue my master's in education, and I completed my Masters in TESOL (Teaching English Speakers of Other Languages) from Sam Houston State University in 2023.

I currently work for the State of Texas, within the Texas Department of Public Safety as a Purchaser in Procurement and Contract Services. I develop and manage state contracts for all DPS divisions including Facilities, IT, Highway Patrol and the Texas Rangers, to name a few. I'm a Certified Texas Contract Developer (CTCM) and Certified Texas Contract Manger (CTCM) and follow strict compliance requirements daily. I'm familiar how local and state governments operate, having worked in the government sector since 2010.

I would like to be on a board through the City of Tomball to serve as voice for the citizens of Tomball, be involved in planning for the future of our community, and to be a part of the city's mechanisms for transparency.



CITY OF TOMBALL

APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire on December 31, 2024.

Please Type or Print Clearly:

Date: 11-14-24

Name: Eric Berger

Phone: 832-638-7840
(Home)

Address: 1301 Rudel Rd Apt 302
Tomball TX 77375

Phone: _____
(Work)

Email: texan2424@icloud.com

I have lived in Tomball 8 years. I am am not ___ a U.S. Citizen

I am applying as (please check all that apply):

- a Tomball Resident, residing within the city limits of Tomball
- an Owner, Officer or Director of a business, other than a hotel or motel, with offices within the city limits of Tomball
- an Employee or Officer of a hotel or motel located in the city limits of Tomball

Occupation: I am a manager at Giraze Restaurant on Elm Street. I am also a manager at Texas Chocolate and BBQ also on Elm street. On Thursday night I work for Real Life Ministries Texas in the Regeneration Program.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1)-(3) with a local governmental entity and the vendor meets requirements under Section 176.002(a).
By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. (See Section 176.006(a)-(3), Local Government Code.)
A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.
n/a

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.
Eric Berger
Name of Officer

4 Describe each employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.
n/a

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income other than investment income from the vendor?
 Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?
 Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.002(a-1).

7 [Signature] 11-14-24
Signature of vendor doing business with the governmental entity Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.



Board Member Election on Disclosure

An elected/appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

I **DO** elect public access to my: (please indicate items you would like available, if any)

- home address
- home telephone number
- personal email address
- cell or pager numbers not paid for by the City
- emergency contact information
- information that reveals whether I have family members.

I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Eric Berger
Board Member's Signature

11-14-24
Date

Eric Berger
Board Member's Printed Name



CITY OF TOMBALL

APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire on December 31, 2024.

Please Type or Print Clearly:

Date: 10/23/24

Name: Larrissa Roberts

Phone: [REDACTED]
(Home)

Address: [REDACTED]

Phone: _____
(Work)

Email: [REDACTED]

I have lived in Tomball 11 years. I am ___ am not ___ a U.S. Citizen

I am applying as (please check all that apply):

- a Tomball Resident, residing within the city limits of Tomball
- an Owner, Officer or Director of a business, other than a hotel or motel, with offices within the city limits of Tomball
- an Employee or Officer of a hotel or motel located in the city limits of Tomball

Occupation: I am a researcher at Main Street Crossing, a live music venue in town. I also teach communication at Lone Star College, in Conroe.

Professional and/or Community Activities: I am on a production team called Your Zen City, which runs
2 music festivals annually in New Braunfels.

Additional Pertinent Information/References: I was previously employed by the City of Tomball marketing
department for a handful of years, leaving that position in 2021.

Please attach a short biography to this application.

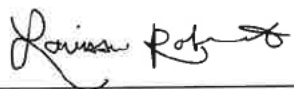
Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

I think I could be a valuable contributor, and will also have the advantage of understanding some city protocol, to help
further discussions with the other members of the board. I also actively work in fields that are closely related to tourism
and that relevance may be a useful addition to the team.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the Tourism Advisory Committee will be kept on file in the City Secretary's office for two years.

I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.



Signature of Applicant
(Must be signed/signature typed in)

Please return this application to: City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cso@ci.tomball.tx.us
office: 281-290-1002
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 33, Handbook)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

FORM CIS

(Instructions for completing and filing this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 Name of Local Government Officer

N/A

2 Office Held

3 Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code

4 Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.

5 List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).

Date Gift Accepted _____ Description of Gift _____

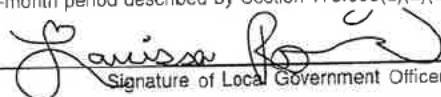
Date Gift Accepted _____ Description of Gift _____

Date Gift Accepted _____ Description of Gift _____

(attach additional forms as necessary)

6 SIGNATURE

I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.


Signature of Local Government Officer

No Such Relationship

Please complete either option below:

(1) Affidavit

NOTARY STAMP / SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____,

20_____, to certify which, witness my hand and seal of office.

Signature of officer administering oath

Printed name of officer administering oath

Title of officer administering oath

OR

(2) Unsworn Declaration

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

Executed in _____ County, State of _____, on the _____ day of _____, 20_____.
(month) (year)

Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

- (2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.
 This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).
 By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.
 A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 **Check this box if you are filing an update to a previously filed questionnaire.** (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

 Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

No such relationship

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

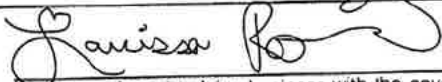
Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
 Signature of vendor doing business with the governmental entity

1/1/25

Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
- or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.



Board Member Election on Disclosure

An elected/appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

I **DO** elect public access to my: (please indicate items you would like available, if any)

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Board Member's Signature

10/23/24

Date

Larrissa Roberts

Board Member's Printed Name



CITY OF TOMBALL

APPLICATION FOR THE TOURISM ADVISORY COMMITTEE

As an Applicant for the **Tourism Advisory Committee**, your application will be public information. All appointments are made by the Tomball City Council. Incumbents whose terms expire may be considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2022 will expire on December 31, 2024.

Please Type or Print Clearly:

Date: 2/22/24

Name: Gillanne Bijoux

Phone: [REDACTED]

(Home)

Address: [REDACTED]

Phone: _____

(Work)

Email: [REDACTED]

I have lived in Tomball 1.5 years.

I am X am not a U.S. Citizen

I am applying as (please check all that apply):

- a Tomball Resident, residing within the city limits of Tomball
- an Owner, Officer or Director of a business, other than a hotel or motel, with offices within the city limits of Tomball
- an Employee or Officer of a hotel or motel located in the city limits of Tomball

Occupation: VP of Human Resources for Step By Step Christian School

Professional and/or Community Activities: None

Additional Pertinent Information/References: Raymond Francois - 352-215-8497
Amy Mason - 713-412-1882
Brandy Beyer - 713-594-3449

Please attach a short biography to this application.

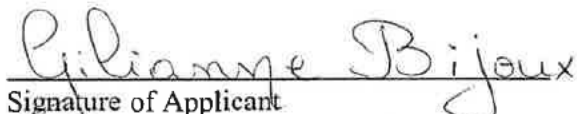
Briefly tell us why you would like to be considered for appointment to a City of Tomball Board/Commission.

_____ recently relocated to Texas from Florida and I would like to get involved in the community. I was the Director of Human Resources & Compliance for a child welfare organization for over 10 years. I am currently the VP of Human Resources for Step By Step Christian School in Tomball. I feel my background would be an asset to the committee.

Please complete the attached Conflict of Interest Questionnaire (CIQ), Conflict of Interest Statement (CIS), Board Member Election on Disclosure, and Appendix D (page 33) Acknowledgment of Receipt and Understanding from the Boards, Commissions, and Committees Handbook.

Applications for the Tourism Advisory Committee will be kept on file in the City Secretary's office for two years.

I AM INTERESTED IN SERVING ON THE TOURISM ADVISORY COMMITTEE.



Signature of Applicant
(Must be signed/signature typed in)

Please return this application to: City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375
cs@ci.tomball.tx.us
office: 281-290-1002
fax: 281-351-6256

Attachments: Conflict of Interest Questionnaire
Conflict of Interest Statement
Election on Disclosure
Acknowledgment of Receipt and Understanding (Page 33, Handbook)

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Data Received

1 Name of vendor who has a business relationship with local governmental entity.

Not Applicable

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income other than investment income from the vendor?

Yes No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 William Biloux
Signature of vendor doing business with the governmental entity

2.26.24
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

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- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);
- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or
- (3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or
- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);
- (B) that the vendor has given one or more gifts described by Subsection (a); or
- (C) of a family relationship with a local government officer.

**LOCAL GOVERNMENT OFFICER CONFLICTS
DISCLOSURE STATEMENT**

FORM CIS

(Instructions for completing and filling this form are provided on the next page.)

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This is the notice to the appropriate local governmental entity that the following local government officer has become aware of facts that require the officer to file this statement in accordance with Chapter 176, Local Government Code.

OFFICE USE ONLY

Date Received

1 **Name of Local Government Officer**
Not Applicable

2 **Office Held**

3 **Name of vendor described by Sections 176.001(7) and 176.003(a). Local Government Code**

4 **Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.**

5 **List gifts accepted by the local government officer and any family member, if aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100 during the 12-month period described by Section 176.003(a)(2)(B).**

Date Gift Accepted _____	Description of Gift _____
Date Gift Accepted _____	Description of Gift _____
Date Gift Accepted _____	Description of Gift _____

(attach additional forms as necessary)

6 **SIGNATURE** I swear under penalty of perjury that the above statement is true and correct. I acknowledge that the disclosure applies to each family member (as defined by Section 176.001(2), Local Government Code) of this local government officer. I also acknowledge that this statement covers the 12-month period described by Section 176.003(a)(2)(B), Local Government Code.

Signature of Local Government Officer

Please complete either option below:

(1) Affidavit

NOTARY STAMP/SEAL

Sworn to and subscribed before me by _____ this the _____ day of _____
20_____, to certify which, witness my hand and seal of office

Signature of officer administering oath Printed name of officer administering oath Title of officer administering oath

OR

(2) Unsworn Declaration

My name is Gilianne Bijoux and my date of birth is 10-11-1979

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country) USA

Executed in Harris County, State of Texas on the 26th day of February, 2024
(month) (year)

Gilianne Bijoux
Signature of Local Government Officer (Declarant)

LOCAL GOVERNMENT OFFICER CONFLICTS DISCLOSURE STATEMENT

Section 176.003 of the Local Government Code requires certain local government officers to file this form. A "local government officer" is defined as a member of the governing body of a local governmental entity; a director, superintendent, administrator, president, or other person designated as the executive officer of a local governmental entity; or an agent of a local governmental entity who exercises discretion in the planning, recommending, selecting, or contracting of a vendor. This form is required to be filed with the records administrator of the local governmental entity not later than 5 p.m. on the seventh business day after the date on which the officer becomes aware of the facts that require the filing of this statement.

A local government officer commits an offense if the officer knowingly violates Section 176.003, Local Government Code. An offense under this section is a misdemeanor.

Refer to chapter 176 of the Local Government Code for detailed information regarding the requirement to file this form.

INSTRUCTIONS FOR COMPLETING THIS FORM

The following numbers correspond to the numbered boxes on the other side.

- 1. Name of Local Government Officer.** Enter the name of the local government officer filing this statement.
- 2. Office Held.** Enter the name of the office held by the local government officer filing this statement.
- 3. Name of vendor described by Sections 176.001(7) and 176.003(a), Local Government Code.** Enter the name of the vendor described by Section 176.001(7), Local Government Code, if the vendor: a) has an employment or other business relationship with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code; b) has given to the local government officer or a family member of the officer one or more gifts as described by Section 176.003(a)(2)(B), Local Government Code; or c) has a family relationship with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 4. Description of the nature and extent of each employment or other business relationship and each family relationship with vendor named in item 3.** Describe the nature and extent of the employment or other business relationship the vendor has with the local government officer or a family member of the officer as described by Section 176.003(a)(2)(A), Local Government Code, and each family relationship the vendor has with the local government officer as defined by Section 176.001(2-a), Local Government Code.
- 5. List gifts accepted, if the aggregate value of the gifts accepted from vendor named in item 3 exceeds \$100.** List gifts accepted during the 12-month period (described by Section 176.003(a)(2)(B), Local Government Code) by the local government officer or family member of the officer from the vendor named in item 3 that in the aggregate exceed \$100 in value.
- 6. Signature.** Signature of local government officer. Complete this section after you finish the rest of this report. You have the option to either: (1) take the completed form to a notary public where you will sign above the first line that says "Signature of Local Government Officer" (an electronic signature is not acceptable) and your signature will be notarized, or (2) sign above both lines that say "Signature of Local Government Officer (Declarant)" (an electronic signature is not acceptable), and fill out the unsworn declaration section.

Local Government Code § 176.001(2-a): "Family relationship" means a relationship between a person and another person within the third degree by consanguinity or the second degree by affinity, as those terms are defined by Subchapter B, Chapter 573, Government Code.

Local Government Code § 176.003(a)(2)(A):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
- (ii) the local governmental entity is considering entering into a contract with the vendor.



Board Member Election on Disclosure

An elected/appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.

I **DO** elect public access to my: (please indicate items you would like available, if any)

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.

Gilianne Bijoux
Board Member's Signature

02.22.24
Date

Gilianne Bijoux

Board Member's Printed Name

Appendix D

Acknowledgment of Receipt and Understanding

I acknowledge that I have received a copy of the City of Tomball Boards, Commissions and Committees Handbook on 2.22.24 (date).

I understand the eligibility requirements, policies, and procedures set forth in this Handbook.

I have read and understood the contents of this handbook and will act in accordance with these eligibility requirements, policies and procedures as a condition of my appointment to a board, commission, or committee.

I have read and understood the Standards of Conduct expected by the City of Tomball and I agree to act in accord with the Standards of Conduct as a condition of my appointment by the City of Tomball.

Finally, I understand that the contents of this Handbook are policies and guidelines established by the City Council of the City of Tomball and that the City Council may amend the Handbook at its discretion.

Please read this Handbook carefully to understand these conditions of appointment before you sign this document.

Gilianne Bisoux
Signature of Applicant for Appointment

GILIANNE BISOUX
Printed Name of Applicant

2.22.24
Date:

Short Biography:

Gilianne Bijoux is the VP of Human Resources for Step By Step Christian School in Tomball. Gilianne was born and raised in Haiti, [REDACTED]. As a teen, [REDACTED] moved to Florida where Gilianne finished school and started her career in child welfare. She eventually made her way to where her heart desired, TEXAS. Tomball has become a true home to Gilianne, [REDACTED]. Gilianne looks forward to serving the community that has welcomed her with open arms.

City Council Meeting Agenda Item Data Sheet

Meeting Date: January 6, 2025

Topic:

Designate a City of Tomball Council Representative and an Alternate to the Houston-Galveston Area Council 2025 General Assembly.

Background:

The Houston-Galveston Area Council requests this appointment annually. Each member home rule city under 25,000 population as of the most recent Census is entitled to designate one representative and one alternate to the H-GAC General Assembly.

In making the motion, the names of the Representative and Alternate Representative must be stated.

H-GAC has requested designation of the City's representatives as quickly as possible.

Origination: Chuck Wemple, Executive Director, Houston-Galveston Area Council

Recommendation:

Designating Representative and Alternate Representative for H-GAC 2025 General Assembly.

Party(ies) responsible for placing this item on agenda: Tracylynn Garcia, City Secretary

FUNDING (IF APPLICABLE)

Are funds specifically designated in the current budget for the full amount required for this purpose?

Yes: _____ No: _____ If yes, specify Account Number: # _____

If no, funds will be transferred from account # _____ To account # _____

Signed Tracylynn Garcia Approved by _____
Staff Member _____ Date _____ City Manager _____ Date _____



HOUSTON-GALVESTON AREA COUNCIL

OFFICE OF THE EXECUTIVE DIRECTOR

To: Mayors – Home Rule Cities
Subject: 2025 General Assembly Designations
From: Chuck Wemple
Date: September 19, 2024

The Houston-Galveston Area Council has had an exciting and eventful 2024. We remain dedicated to better serving our member governments. We are working to do this by continuing to bring the conversation to your communities to listen to your needs and determining how we can help improve quality of life across the region. Thus far we have visited all of our regions' counties, and have started the second round of visits.


As we look forward to 2025, we ask that you appoint elected leaders from your governing body to represent your community and be a part of our decision-making progress. H-GAC bylaws allow each member of Home Rule cities to designate an elected official to represent you on the General Assembly and at the Home Rule cities caucus meeting. At the caucus meeting, Home Rule cities from across the region will elect two members to represent all Home Rule cities on the H-GAC Board of Directors, and two members to serve as alternates.

I have attached the nomination form on which you can designate your representatives. Please email the completed form to Vanessa.McKeehan@h-gac.com. If more information concerning General Assembly and Board of Directors membership would be useful, please contact me at 713-993-4514 or Rick Guerrero at 713-993-4598.

A dinner meeting of Home Rule city representatives is scheduled for Thursday, November 7, 2024 starting at 6:00 p.m. It will be at the The Royal Sonesta, 2222 W Loop S, Houston, TX 77027. Your city's designees are highly encouraged to attend and help elect the 2025 Home Rule Cities' representatives to the H-GAC Board of Directors.

Thank you for your continuing participation and support for the Houston-Galveston Area Council. We look forward to working with you in the coming year.

Sincerely,


Charles Wemple (Oct 1, 2024 05:35 CDT)

Chuck Wemple

**DESIGNATION OF REPRESENTATIVE AND ALTERNATE
HOUSTON-GALVESTON AREA COUNCIL
2025 GENERAL ASSEMBLY**

BE IT RESOLVED, by the Mayor and City Council of _____, Texas that _____ be, and is hereby designated as its Representative to the **GENERAL ASSEMBLY** of the Houston-Galveston Area Council for the year 2025.

FURTHER, that the Official Alternate authorized to serve as the voting representative should the hereinabove named representative become ineligible, or should he/she resign, is _____.

THAT the Executive Director of the Houston-Galveston Area Council be notified of the designation of the hereinabove named representative and alternate.

PASSED AND ADOPTED, this ____ day of _____, 2024.

APPROVED:

Mayor

ATTEST:

City Council Meeting Agenda Item Data Sheet

Meeting Date: January 6, 2025

Topic:

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

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
- Sec. 551.072 – Deliberations regarding Real Property
- Sec. 551.076 – Deliberation regarding Security Devices

Background:

Origination: David Esquivel, City Manager

Recommendation:

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

David Esquivel, City Manager