

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



**Monday, December 02, 2024  
5:00 PM**

Notice is hereby given of a Special meeting of the Tomball City Council, to be held on Monday, December 02, 2024 at 5:00 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: 820 2115 6801 Passcode: 845107. 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. Public Comments and Receipt of Petitions
- C. General Discussion
  - 1. Discussion regarding the Tree Preservation Ordinance.
  - 2. Presentation and discussion regarding the update of building codes.
  - 3. 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.
- D. Proposed December 16, 2024, Agenda items

1. 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.
  2. Approve an agreement with BLTI, LLC an Inframark LLC company for the upgrade of the City of Tomball’s utility system SCADA software and hardware through the TIPS-USA Purchasing Cooperative (TIPS USA #230105), for a not-to-exceed amount of \$307,705.00, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and 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.
  3. 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.
  4. 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.
  5. 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.
- E. Discuss Future Workshop Topics
1. Discuss amendments to Council reimbursement policy.
- F. Adjournment

## CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 27th day of November 2024 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia

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: December 2, 2024

**Topic:**

Discussion regarding the Tree Preservation Ordinance.

**Background:**

**Origination:** Community Development Department

**Recommendation:**

At the Council City Workshop on November 18<sup>th</sup>, City Council requested the proposed fee for a Tree Removal Permit and mitigation fees for the removal of protected trees without onsite replacement. The proposed fees are as follows:

Tree Removal Permit: \$50.00 fee

Tree Mitigation (fee-in-lieu of replanting): \$150.00 per caliper inch

**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  
Staff Member \_\_\_\_\_  
Date

Approved by \_\_\_\_\_  
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.

A tree survey shall be submitted prior to the removal of any protected trees. 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 \_\_\_\_ DAY OF \_\_\_\_\_ 2024.

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

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

# City Council Meeting Agenda Item Data Sheet

Meeting Date: December 2, 2024

**Topic:**

Presentation and discussion regarding the update of building codes.

**Background:**

**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  
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. ELECTRICITY<sup>1</sup>

### 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 \_\_\_\_ DAY OF \_\_\_\_\_ 2024.

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

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

## 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.  
2017 Edition of the NEC.

The 2020 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: December 2, 2024

**Topic:**

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:**

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 2012 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

## 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.

ORDINANCE NO. 2024-\_\_

**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 2021 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 \_\_\_\_\_ DAY OF \_\_\_\_\_, 2024.

COUNCILMEMBER FORD \_\_\_\_\_  
COUNCILMEMBER GARCIA \_\_\_\_\_  
COUNCILMEMBER DUNAGIN \_\_\_\_\_  
COUNCILMEMBER COVINGTON \_\_\_\_\_  
COUNCILMEMBER PARR \_\_\_\_\_

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:

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Tracylynn Garcia, City Secretary

# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: December 2, 2024

**Topic:**

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.

**Background:**

In 2020, the City completed a drainage improvement project in North Star Estates on Rigel Court that included the construction of a retaining wall and drainage channel stabilization to aid with erosion along the drainage channel. In November 2023, staff was made aware that erosion issues were occurring adjacent to the site where the retaining wall was constructed. Staff began working with Freese & Nichols, the original design consultant, to conduct a site investigation. The site investigation included observing and documenting existing conditions and comparing what was designed versus what was constructed to determine the cause and solution. The determination concluded that non select materials were placed during backfill. These materials will be removed, and the correct material will be properly installed during construction.

Freese & Nichols completed the design of the project to include removing sub-optimal fill and replacing it with acceptable fill, keying/benching and compacting imported selected fill, and flattening the slope to a more gradual slope and armor with rock riprap.

To obtain the most favorable pricing and in accordance with the City's Procurement Policy, sealed bids were solicited for the completion of the construction, with information available online through CivCast or in person at the Freese & Nichols, Inc. office. A total of two (2) bids were received, and after a thorough review it was determined that Tejas Civil Construction Group, LLC was the lowest responsive bidder for a total of \$139,626.90. Below is a breakdown of the current funding allocated for the project.

<b>Rudolph Road Sanitary Sewer Extension</b>		
<b>Budget Breakdown</b>		
<b>Element</b>	<b>Budgeted Amount</b>	<b>Contract Amount</b>
Engineering	\$59,193.00	\$59,193.00
Construction	\$300,000.00	\$139,626.90

**Origination:** Project Management

**Recommendation:**

Staff recommends awarding a contract to Tejas Civil Construction Group, LLC for the construction of drainage improvements for North Star Estates for an amount not-to-exceed \$139,626.90.



**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: X No: \_\_\_\_\_

If yes, specify Account Number: #400-154-6409

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

**Signed:** Meagan Mageo **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

<b>Project</b> <u>North Star Estates – Slope Flattening and Armament</u>	<b>Project Number</b> 2024-10008 – Bid
<b>Owner</b> <u>City of Tomball</u>	<b>Number</b> <u>2025-02</u>

**Project Description**  
 The City of Tomball has elicited bids to repair to embankment adjacent to a drainage channel within the North Star Estates. The project includes - excavating, removing, and disposing existing displaced and disturbed random fill material offsite; Removing and replacing the stormwater outfall pipe; benching into existing undisturbed ground to facilitate rock and compacted select fill placement; placing and compacting bedding material prior to placement of rock riprap; placing and compacting bedding material to the slopes, lines, and grades as shown on the construction drawings; placing and compacting select fill; placing riprap to the slopes, lines, and grades as shown on the construction drawings.

Date Bid Received 11/14/2024 Proposal Tabulation Attached?  Yes  No

Low Bid Offeror Tejas Civil Construction Group, LLC

Low Bid Amount of Contract Award \$ 139,626.90 (Base Bid) Project Budget \$ 139,626.90

Contract Price within Available Funds?  Yes  No Funding Source City

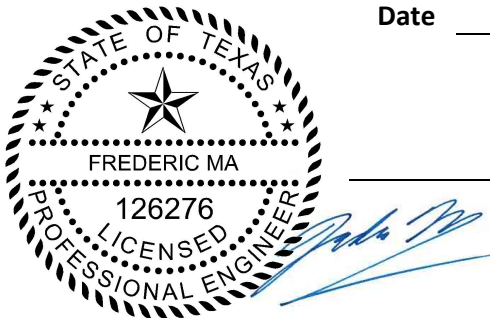
Proposed Project Completion Date April 2025 (demob)

Contract Times meet Owner’s Schedule?  Yes  No

**Comments**  
 The project is a low bid project. The low bid amount received from Tejas Civil Construction Group, LLC is the lowest bid of the received bids. Review of the bidder’s bid package was compared with criteria presented by the Owner. Contract price and award amount is within project budget.

*Review of the Bids received indicates that the offer of the Low bid Contractor meets the criteria presented by the Owner. A review of the Low bidder Contractor’s Statement of Qualifications and a check of the references provided indicates that the Contractor meets the qualification requirements specified in the Contract Documents and that Contractor’s previous experience on similar projects has been acceptable. It is recommended that the Project be awarded to the Contractor. The amount of Recommended Contract Award shall be based on the base bid of \$139,626.90.*

<b>Recommended by</b> <u>Frederic Ma</u>	<b>Date</b> <u>11/19/2024</u>
<b>Title</b> <u>Engineer</u>	
<b>Representing</b> <u>Freese and Nichols, Inc.</u>	



## Bid Tab - North Star Estates - Slope Flattening and Armament

Item	Description	Unit	Quantity
<b>Base Bid</b>			
<b>General Civil</b>			
1	Mobilization (Not to Exceed 5%)	LS	1
2	Excavation and Haul-Off	CY	920
3	Select Fill (Imported)	CY	480
4	Geotextile	SY	400
5	Bedding Material	CY	50
6	Riprap	CY	230
7	Grouted Riprap	CY	10
8	Stabilized Construction Access	LS	1
9	Stormwater Pollution Prevention Plan	LS	1
10	Seeding and Hydro-Mulch	AC	0.1
11	Fence Repair	LS	1
<b>Sub Totals</b>			
<b>Grand Total</b>			

Tejas Civil Construction	Total	Kean Construction, LLC	Total
\$6,383.00	\$6,383.00	\$8,000.00	\$8,000.00
\$42.39	\$38,998.80	\$44.00	\$40,480.00
\$43.33	\$20,798.40	\$77.00	\$36,960.00
\$8.12	\$3,248.00	\$10.00	\$4,000.00
\$130.00	\$6,500.00	\$133.00	\$6,650.00
\$183.69	\$42,248.70	\$255.00	\$58,650.00
\$650.00	\$6,500.00	\$333.00	\$3,330.00
\$4,550.00	\$4,550.00	\$3,000.00	\$3,000.00
\$7,800.00	\$7,800.00	\$7,700.00	\$7,700.00
\$25,000.00	\$2,500.00	\$10,000.00	\$1,000.00
\$100.00	\$100.00	\$330.00	\$330.00
	\$139,626.90		\$170,100.00
	\$139,626.90		\$170,100.00

# City Council Meeting

## Agenda Item

### Data Sheet

**Meeting Date:** December 2, 2024

**Topic:**

Approve an agreement with BLTI, LLC an Inframark LLC company for the upgrade of the City of Tomball's utility system SCADA software and hardware through the TIPS-USA Purchasing Cooperative (TIPS USA #230105), for a not-to-exceed amount of \$307,705.00, authorize the expenditure of funds therefor, and authorize the City Manager to execute any and 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.

**Background:**

The Supervisory Control and Data Acquisition (SCADA) system is crucial for monitoring and controlling the City's water and wastewater systems. The current SCADA software and operating system have reached the end of their life cycle and will no longer receive security updates or support. The Public Works department have been working with vendors to review new systems and upgrade the existing SCADA system to enhance our monitoring and control of utility facilities.

The proposed SCADA software and hardware upgrade, produced by VTScada, will ensure continued functionality while introducing enhanced features, such as improved staff notifications, reporting capabilities, and support for a more stable operating system. This modernization will help maintain the operational integrity of the City's water and wastewater systems, including the monitoring of water wells, tank levels, system pressures, wastewater treatment plants, and lift stations. Additionally, this upgrade will improve system efficiency and management of both water production and distribution, and wastewater treatment and collection.

A breakdown of the submitted pricing is depicted below, and the expenditure is covered under the approved FY 2024-2025 Budget.

Description	Cost
Water	\$187,835
Wastewater	\$94,870
Contingency	\$20,000
<b>Total Cost:</b>	<b>\$302,705</b>
<b>Total Budget:</b>	<b>\$303,715</b>
<b>Remaining Funding:</b>	<b>\$1,010</b>

This upgrade is essential to ensure the City's utility systems continue to function effectively, securely, and in compliance with regulatory standards.

**Origination:** Public Works

**Recommendation:**

Staff recommends approving the agreement with BLTI, LLC an Inframark LLC company for the purchase of the SCADA system software for a not-to-exceed amount of \$307,705.

**Party(ies) responsible for placing this item on agenda:** Drew Huffman, Public Works 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: # 400-731-6409

# 400-741-6409

# 400-613-6409

# 400-614-6409

\_\_\_\_\_

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

**Signed:** Drew Huffman **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

Customer: City of Tomball, TX  
 Project: North WWTP SCADA Upgrades  
 A&I Quote #: Q24-131136, Rev. 2



Reseller: Red River Technology LLC (#230105)

November 13, 2024

Quote Expiration

January 12, 2025

**Bill of Materials and Labor**

Qty	Tag/Loop	Description
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**North WWTP SCADA Upgrades**

BL Technology, LLC (an Inframark A&I Company) is pleased to offer our professional services for the instrumentation and controls for the North Wastewater Treatment Plant (WWTP) SCADA Upgrades for the City of Tomball, TX.

**Scope of Work:**

Provide engineering and integration services for the design, manufacturing and programming of all the equipment identified and provided below for the North WWTP SCADA Upgrades project.

**Notes:** The telemetry solution will be cellular-based, utilizing Cradlepoint cellular modem(s). The modem(s) will be added to the City's existing cellular plan, and the city will need to provide provisioned SIMs with static IP addresses.

At the time of this proposal, it has been brought to BL Technology's attention and understood that there are some operational and/or control issues with the existing five (5) Influent Pumps (e.g. shutting off one pump causes others to also be shut-down). BL Technology has coordinated with City of Tomball representatives to investigate and review this onsite in the future. If excess materials and/or services are found necessary from this investigation to address these noted issues, this shall be brought to the Owner's attention for additional cost consideration and/or approval.

As noted herein and below, BL Technology has included a pair of Wireless Access Points (APs) for primarily providing SCADA network connectivity between the Main PLC/HMI Control Panel and the (4) Aeration Blowers Motor Control Cabinet (MCC). BL Technology would plan to coordinate with and/or require the support of City of Tomball IT representatives on the configuration and setup of these Wireless APs to these wireless connections are secured. Note, these Wireless APs would provide future communication connection capabilities to other locations and equipment at the North WWTP that may be added and/or integrated in the future.

It is strongly advised that the SCADA network be a physically separate network, or as a minimum, a separate VLAN on an existing network.



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A firewall is also strongly recommended for any inter-network connectivity, secure remote access of remote clients and secure remote support. This scope of supply does not include a firewall, but could be added if desired.

**SCADA SOFTWARE**

**Notes:** In a separate proposal for the Water Plant Scada Project, BL Technology has included the supply and configuration of a new VTScada software package. This includes, but not limited to, 5k tag count licenses, new high definition graphics, a state of the art user interface, and licensing for unlimited clients for Operator and/or User use to access/view the VTScada SCADA/HMI application.

BL Technology will setup and configure this VTScada application as to integrate the North WWTP equipment listed below as well as replicate and/or mimic the existing, to-be-modified, Allen-Bradley PanelView HMI application installed on the main PLC Control Panel. This VTScada application would be accessible at the North WWTP by utilizing a VTSCADA "Thin-Client" remote connection & interface.

As this SCADA software is already included in the separate proposal, this scope does NOT include the supply of any new or additional SCADA software. The scope of work herein for the addition & integration of the North WWTP equipment into this SCADA application is also therefore subject to the approval of the Water Plant Scada Project approval and its implementation.

This scope does not include any new computer or server hardware. It is understood the City has available server workspace to host the two (2) VTScada server instances and support all remote client hardware. BL Technology shall help with the coordination, setup, and configuration of the remote client interface(s) at the North WWTP. However, BL Technology would be reliant on City of Tomball IT representatives to support any IT networking and/or security related items as to enable this remote client connection to the VTScada servers.

**CONTROL PANELS**

1

**Existing Main PLC/HMI Control Panel Modifications**

- Enclosure: Reuse Existing Enclosure & Components
- Enclosure Side-Subpanel Addition
- VTSCADA Communications: Cellular Radio
- Blower Building/Equipment Communications: Wireless Outdoor AP
- ATS/Generator Communications: Modbus RTU/TCP Gateway
- Local Network Communications: Managed 8TX Industrial Ethernet Switch
- Modbus RTU (RS-485) Surge Protection (for ATS/Generator connection)
- Ethernet Surge Arrestor, CAT6, POE
- Bulkhead-mounted RF Surge Protector
- Misc. Panel Hardware (Terminal Blocks, Fuses, Cabling, etc.)
- One Lot of External Panel Cabling, Conduit, and Electrical Materials





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**Notes:** The existing control panel's Modicon M580 PLC, Allen-Bradley PanelView HMI, enclosure, and panel materials shall be reused and modified accordingly for the additional connections and equipment to be integrated as described herein.

The existing Main PLC/HMI Control Panel shall be provided with a cellular radio for wireless connection to the remote VTSCADA servers. Only the existing or new equipment that shall be integrated or connected into this panel's PLC & HMI shall be integrated into the VTSCADA system.

To get the best signal reception, the cellular radio antenna and wireless outdoor access point (AP) shall be externally mounted.

**ADDITIONAL EQUIPMENT INTEGRATION**

The following, existing equipment shall be connected to and integrated into the existing Main PLC/HMI as well as the VTSCADA system. Materials included for each are also described below:

**Generator/ATS**

1		Modbus RTU (RS-485) Surge Protection (within ATS Cabinet)
1		Modbus RTU (RS-485) Cabling, Conduit & Misc. Electrical Materials

**Notes:** The existing ATS cabinet has been confirmed to have a EATON ATC-300+ Automatic Transfer Switch Controller. This controller has an available Modbus RTU (RS-485 2-wire) port available which provides monitoring data of both the existing Generator and ATS.

Conduit and Modbus RTU (via 2-wire RS-485) cabling shall be routed and connected between existing ATS cabinet and the existing Main PLC/HMI Control Panel. In coordination with City of Tomball representatives, City of Tomball would help support the trenching required for the conduit run between the main building and ATS cabinet.

**Aeration Blowers & Motor Control Cabinet (MCC)**

4		Selector Switches, 3-position (Hand-Off-Auto; To Replace MCC's Existing)
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1		<p><b>Blower Building Remote Telemetry Unit Control Panel</b>            Enclosure: NEMA 12 &amp; 4, Painted Steel, Wall Mount            Expected Enclosure Size: 30" H x 24" W x 12" D            Existing Main/PLC Panel Communications: Wireless Outdoor AP            Blower Starter Controller Communications: Modbus RTU/TCP Gateway            Local Network Communications: Unmanaged 5TX Ethernet Switch            Primary Power: 120VAC            Backup Power: 120UPS Backup            Ethernet Surge Arrestor, CAT6, POE            AC Power Surge Protector            LED Light Fixture (mounts in top of panel)            GFI Utility Outlet</p>
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**Notes:** Each of the existing four (4) Aeration Blowers have been found to have Schneider Electric TeSys T LTMR Motor Management Controllers. These controllers provide a Modbus RTU (via 2-wire RS-485) communication interface for remote monitoring and/or control. Inferring these RS-485 connections are still available for use, BL Technology shall provide Modbus RTU (2-wire RS-485) cabling to create a serial communication bus between the motor controllers which shall interface with a Modbus RTU to Modbus TCP (Ethernet) protocol gateway device.

The new MCC 3-Position Selector Switch (Hand/Off/Auto) hardware, proposed above, would be installed in the existing MCC cabinet and replace the existing 2-Position Selector Switch (On/Off) hardware. The "Auto" position of the proposed selector switches would be used for SCADA remote control of the blowers.

As the installation of a physical communication cable & conduit between the Aeration Blower MCC and the Main PLC/HMI Control panel would be intrusive and not economically feasible, BL Technology has included a Wireless Outdoor AP and new RTU control panel to house the necessary communication hardware, provide hardware power, as well as support the wireless AP communication connection. This RTU control panel would NOT be provided with a PLC; all new PLC remote control and monitoring would be provided by and integrated into the Existing Main PLC/HMI Control Panel.

To get the best signal reception, the wireless outdoor access point (AP) shall be externally mounted.

**Influent Pump Station VFDs & Motor Control Cabinet (MCC)**

1		Local Network Communications: Unmanaged 8TX Ethernet Switch
1		Misc. Panel Hardware (Terminal Blocks, Fuses, Cabling, etc.)
1		One Lot of External Panel Cabling, Conduit, and Electrical Materials

**Notes:** Each of the existing five (5) Influent Pump Station VFDs have been found to have Schneider Electric ATV900 VFDs as well as a power monitor. It is understood that these devices should each have an available Modbus TCP (Ethernet) connection. As coordinated with City of Tomball representatives and as proposed herein, BL Technology would provide Modbus TCP (via Ethernet) connectivity to these devices, if/where accessible, as to provide and integrate monitoring-only data (e.g. power, voltage, etc.) into the Main PLC/HMI Control Panel & SCADA.

The new panel hardware, proposed above, would be installed in the existing MCC cabinet where space is found and inferred to be available. BL Technology has NOT included a separate cabinet to house these materials as such. If there is not available space found, BL Technology shall bring this to the Owner's attention for consideration of additional materials, services and associated costs.



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<b>Project Labor</b>		
One Lot		<b>Project Management, Project Engineering, Electrical Design, Drafting &amp; Administrative Labor</b> (including Travel & Living expenses) as required to execute the above referenced scope of supply.
One Lot		<b>IT &amp; OT Labor</b> (including Travel & Living expenses) as required to execute the above referenced scope of supply.
One Lot		<b>HMI Applications &amp; Graphics Labor</b> (including Travel & Living expenses) as required to execute the above referenced scope of supply.
One Lot		<b>PLC Applications Labor</b> (including Travel & Living expenses) as required to execute the above referenced scope of supply.
One Lot		<b>Field Service Labor</b> (including Travel & Living expenses) as required to execute the above referenced scope of supply.
N/A		<b>Electrical Installation/Terminations Labor</b> (including Travel & Living expenses) as required to execute the above referenced scope of supply.
1 Year		<b>Onsite Comprehensive Warranty</b> (including Travel & Living expenses)
One Lot		<b>Freight</b>

**MSRP of Project: \$96,806.12**

**TIP Cooperative Discount (2%): \$1,936.12**

**Subtotal of Project: \$94,870.00**

**State Sales Tax - NOT INCLUDED: \$**

**Total Project Cost: \$94,870.00**

**General Notes:**

- A **\* Sales Representation \***  
 Tim Milberger is the Inframark A&I Regional Sales Manager. Tim can be reached at 832-698-8000 (Office), 254-400-8002 (Cell) and timothy.milberger@inframark.com.
- B **\* Technical Questions \***  
 For technical or scope of supply questions contact Joel Schuetz, the Inframark A&I Estimating Manager. Joel can be reached at 678-325-2842 (Office), 678-727-2722 (Cell) and Joel.Schuetz@Inframark.com.
- C **\* Installation of Conduit and Wire \***  
 This quotation INCLUDES the supply and installation of conduit and wire as specifically noted above.



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- D **\* Equipment Installation \***  
 This quotation **INCLUDES** physical installation of field instruments, pipe, tubing, fittings, isolation valves, instrument stands, instrument mounts, control panels, antennas, masts, wooden poles, or other devices or other equipment unless specifically noted above.
- E **\* Wiring Terminations \***  
 This quotation **INCLUDES** the termination of field wiring to field instruments, control panels, RTU panels, and/or other devices supplied under this scope of supply. Terminations of wiring to equipment supplied by Others are excluded unless specifically noted above.
- F **\* Fiber Optics Cable \***  
 This quotation **DOES NOT INCLUDE** the supply or physical installation of Fiber Optic Cable.
- G **\* Fiber Optic Cable Termination \***  
 This quotation **DOES NOT INCLUDE** termination or testing of fiber optics cable.
- H **\* Coaxial Cable Installation \***  
 This quotation **INCLUDES** the supply and physical installation of coaxial cable and ancillary components as specifically noted above.
- I **\* Installation of Communications Towers or Poles \***  
 This quotation **DOES NOT INCLUDE** the supply or physical installation of Communication Towers or Poles.
- J **\* This Section Intentionally Left Blank \***
- K **\* Order Information \***  

Email PO & Vendor Quote To: [TIPSPO@TIPS-USA.COM](mailto:TIPSPO@TIPS-USA.COM)

Please make PO to: BL Technology, LLC.

PO and Quote must reference vendor's TIP's contract number (#230105).  
 Attach PO as a PDF only. One PO (With Quote) per attachment.
- L **\* Terms and Conditions \***  
 Inframark, LLC A&I Division Terms and Conditions of Sale apply to any order resulting from this quotation and are provided below.
- M. **\* Performance & Payment Bonds \***  
 If you desire Performance and Payment Bonds for this project, please let our local sales representative know and we will provide you with an adder for the cost of these bonds.

Revision Notes:

- Rev. 0 First Draft - 2024-08-28 - JKS
- Rev. 1 First Issue - 2024-09-03 - JKS
- Rev. 2 Update for TIP Procurement - 2024-11-13 - DBF





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INFRAMARK, LLC  
A&I DIVISION TERMS AND CONDITIONS OF SALE

1. Performance of Obligations. The manner in which INFRAMARK’s obligations are to be performed and the specific hours during which the obligations are to be performed shall be determined solely by INFRAMARK. INFRAMARK shall supply at INFRAMARK’s expense any instrumentalities required by INFRAMARK for the performance of INFRAMARK’s obligations hereunder.

2. Term. The term of this Agreement will commence on the date the last of the parties’ executes this Agreement and continue until all obligations of the Parties hereunder are completed or is otherwise terminated in accordance with paragraph 11 of this Agreement.

3. Compensation. The compensation due to INFRAMARK from Client shall be as stated on the applicable Purchase Order or Quote. Any amount due from Client hereunder which is not paid when due shall bear interest at a rate equal to 1.5% per month, 18% per annum, (but in no event more than the maximum rate permitted by law) from the date due until paid. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. INFRAMARK shall be solely responsible for reporting and paying any such taxes. Client shall notify Operator of any dispute with an invoice within ten (10) business days from receipt of said invoice. In the event that Client has a dispute with any charges, all undisputed charges on said invoice(s) will be due in accordance with the above times and the Parties shall negotiate in good faith to resolve any such dispute in a timely manner. If there is a change in law, change in the interpretation of law, or other factor which causes an increase in INFRAMARK’s cost of providing the Services, INFRAMARK may provide notice to the Client and the parties shall negotiate in good faith to adjust the compensation to account for such change in INFRAMARK’s costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by INFRAMARK.

4. Indemnification and Release. EACH PARTY SHALL INDEMNIFY, DEFEND, AND HOLD THE OTHER, AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AND LICENSORS, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, LIABILITY, COSTS, AND EXPENSES, INCLUDING ACTUAL ATTORNEY FEES, BROUGHT BY ANY THIRD PARTY FOR BODILY INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE, TO THE EXTENT CAUSED BY OR ARISING OUT OF THE INDEMNIFYING PARTY’S, OR ITS EMPLOYEES’, SUBCONTRACTORS’ OR AGENTS’ NEGLIGENCE.

5. Warranty. INFRAMARK warrants to the Client that: (i) the Services will be performed by appropriately qualified, trained, experienced, and when applicable licensed and/or certified personnel, with due care, skill and diligence, and in accordance with all terms of this agreement, applicable law and industry standards. INFRAMARK warrants the products shall conform to the description contained in this agreement and be free from defects in material and workmanship for a period of one (1) year from the date the products are initially placed in operation, or 18 months from when the products are shipped, whichever occurs first, provided that the products are stored, maintained and operated so as to protect the products from harm or damage due to any cause but not limited to fire, water, inclement weather, lightning, extreme temperatures, and not subjected to misuse, neglect or accident. Upon prompt written notice of and determination that such defect is covered under the foregoing warranty, INFRAMARK’s responsibility is limited to correction of the defect by, at INFRAMARK’s option, repair or replacement of the defective part, parts, or services. **Unless stated elsewhere herein, INFRAMARK provides no warranty of product performance or process results. The foregoing warranties are exclusive and INFRAMARK hereby disclaims all other warranties of any kind, including any implied warranty of merchantability or fitness for a particular purpose.** The warranties provided herein shall not apply to any Client product which shall have been; (a) repaired or altered other than by Client or the Client’s personnel, representatives, or agents; (b) subjected to physical or electrical abuse or misuse; or (c) operated in any manner inconsistent with the applicable Client instructions for use.

6. Shipment and Loss or Damage to Goods and Materials: All shipments will be made F.O.B. shipping point unless otherwise specified herein. In the absence of specific instructions, INFRAMARK will select the carrier. Title to and risk of loss for the material shall pass to the Client upon delivery to the carrier or delivery service. Materials held for the Client or stored for the Client shall be at the risk and expense of the Client. Title and risk of loss for all parts, materials, and equipment provided hereunder shall pass when such parts, materials, and equipment are shipped.

7. Software. Software created on this project by INFRAMARK is owned by INFRAMARK. If noted in the scope of work, INFRAMARK may authorize use of this software inside the Client’s organization only. Authorized use includes ability to modify the software, by the Client at the Client’s risk. Under no circumstance is the Client, agent or third-party contractor of the Client authorized to distribute or use software created by INFRAMARK at locations other than the Client’s facilities.





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8. Limitation on Damages. In no event shall either Party be liable under any circumstances for any special, consequential, indirect, or incidental damages arising out of or in any way connected with this Agreement or the services provided, including, but not limited to, damages for lost profits, anticipated sales, compensation, reimbursement, good will for expenditures, investments, leases, or any other commitments in connection with the business of Client, or damages to third parties. Except for liability arising out of INFRAMARK'S gross negligence or willful misconduct, INFRAMARK's total liability for any cause shall be limited to the compensation paid to INFRAMARK by the Client under this Agreement.

9. Cyber Security. INFRAMARK shall not be liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the Client or any third party as a result of a data security breach or other cyber security breach to the Client's computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of INFRAMARK's willful or negligent acts or omissions.

10. Client Information. If any information, opinions, recommendations, advice, or other work product or any data, information, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, customer data, billing information, regulatory filings, permits, authorizations, licenses, operation and maintenance records, or other records are provided by the Client or any third party acting on behalf the Client are provide to and used or relied on by INFRAMARK, INFRAMARK shall not be liable for any damages resulting directly or indirectly from such use and reliance.

11. No Third-Party Beneficiary. It is the explicit intention of the parties hereto, that no person or entity, other than the parties, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties, and the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of and shall be enforceable only by the parties hereto or their respective permitted successors or assigns hereunder.

12. Termination. This agreement may be terminated by INFRAMARK, in whole or in part, (a) whenever Client defaults in its performance in any manner and fails to remedy same within ten (10) days after receipt of notice setting forth the default. In the event of such termination, Client shall pay INFRAMARK for all services performed and all parts, materials, and equipment ordered by INFRAMARK up to the effective date of termination. Client may terminate this agreement if INFRAMARK is in default, provided that Client has provided INFRAMARK with written notice, including sufficient information regarding the alleged default, and INFRAMARK shall have thirty (30) days from the date of written notice to cure any such default.

13. Independent Contractor. The parties acknowledge that INFRAMARK is an independent contractor and is not an agent, partner, joint venturer, nor employee Client. Nothing shall operate to change or alter that relationship except further agreement between the parties in writing and specifically addressing the issue. Neither party shall have authority to bind or otherwise obligate the other in any manner nor shall either party represent to anyone that it has a right to do so.

14. Force Majeure. Under no circumstances shall either party be held liable for any delay or failure in performance resulting directly or indirectly by acts of nature, forces, or causes beyond its reasonable control, including, without limitation: internet, computer equipment, telecommunication equipment, other equipment, or electrical power failures; riots; insurrections; pandemics/epidemics; civil disturbances; fires; floods; storms; explosions; acts of God; war; governmental actions; actions, embargoes or blockades in effect on or after the date of this Agreement; orders or law of domestic or foreign courts or tribunals or other governmental authorities; loss of or fluctuations in heat, light, or air conditioning; or strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees.

15. Binding Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Any provision hereof which imposes upon a party an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the party.

16. Choice of Law. The laws of the State of in which the work is performed shall govern the validity, performance, construction, and enforcement of this Agreement without regard to choice of law provisions. No litigation concerning a dispute or arising out of this agreement may be commenced by Client more than one year after completion of work by INFRAMARK.

17. Mediation and Arbitration. If any controversy or claim arising out of this Agreement cannot be settled by the Parties hereto through good faith discussions, the Parties shall mediate their dispute before a mediator acceptable to both parties. If they cannot agree on a mediator, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation, but the parties shall share equally the costs of the mediator and the mediation facilities. If the controversy or claim cannot be resolved through mediation, the controversy or claim shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party unless otherwise agreed by the Parties.





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- 18. Amendment. This Agreement may only be altered or amended in an instrument, in writing, signed by all the parties hereto.
- 19. Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.
- 20. Severability. The invalidity of any portion of this Agreement will and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.
- 21. Non-Solicitation. Neither party may actively solicit, for hire, the employees of the other party during the term of this Agreement or for one year following the termination of this Agreement.
- 22. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party.
- 23. Notice. All notices will be in writing and shall be deemed given when delivered in person or mailed by certified or registered mail, return receipt required, with postage prepaid. Notices required to be given to the parties by each other will be addressed to the parties at the address set forth on the first page of this Agreement.
- 24. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the parties.
- 25. Counterparts and Copies. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. An electronic copy or photocopy of this Agreement containing electronic copies or photocopies of the signatures or initials of any Party shall be binding.

**Acceptance of Quote:**

We have read and understand all pages of this agreement and hereby acknowledge receipt of a copy hereof and realize the attached INFRAMARK, LLC A&I DIVISION TERMS AND CONDITIONS OF SALE are part of this agreement. You are authorized to complete the work as specified.

WITNESS OUR SIGNATURES, this the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

OWNER/CONTRACTOR:

Company Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

FOR \_\_\_\_\_:

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_



Customer: City of Tomball, TX  
 Project: Water Plant Scada Project  
 A&I Quote #: Q24-131136, Rev. 2

Reseller: Red River Technology LLC (#230105)

November 12, 2024

Quote Expiration

January 11, 2025

**Bill of Materials and Labor**

Qty	Tag/Loop	Description
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**Water Plant Scada Project**

BL Technology, LLC. (an Inframark A&I Company) is pleased to offer our professional services for the instrumentation and controls for the Water Plant Scada for the City of Tomball, TX.

**Scope of Work:**

Provide engineering and integration services for the design, manufacturing and programming of all the equipment identified and provided below for the Water Plant Scada project.

**Notes:** The telemetry solution will be cellular-based, utilizing Cradlepoint cellular modems. The modems will be added to the City's existing cellular plan, and the city will need to provide provisioned SIMs with static IP addresses.

The existing flow meters at these sites are in various states of repair. The current scope does not include any work on these flow meters. BL Technology is happy to work with the City to evaluate each flow meter's current state and make recommendations on what needs to be done to add operational flow meters to the system. If desired, we propose doing this on a time and material basis to save the city money.

It is strongly advised that the SCADA network be a physically separate network, or as a minimum, a separate VLAN on an existing network.

A firewall is also strongly recommended for any inter-network connectivity, secure remote access of remote clients and secure remote support. This scope of supply does not include a firewall, but could be added if desired.



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**SCADA SOFTWARE**

1		<b>Trihedral VTSCADA - Dual Server Premium</b> 5,000 Tag Development & Runtime Redundancy I/O Drivers Unlimited Clients Graphics Security Alarm Notification Historical Data Management Reporting SupportPlus Technical Support and Product Updates 1st Year - 24/7 Emergency Support
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**Notes:** BL Technology will setup and configure VTScada for the associated water sites listed below. This includes new high definition graphics and a state of the art user interface. Recommended server requirements will be provided to ensure optimal virtual machine and server configuration by the City.

This scope does not include any computer or server hardware. It is understood the City has available server workspace to host the 2 VTScada server instances and all client hardware.

**CONTROL PANELS**

1	CTU	<b>Central Telemetry Unit</b> Enclosure: NEMA 12, Painted Steel, Wall Mount Enclosure Size: 30" H x 24" W x 12" D Communications: Cellular Radio Primary Power: 120VAC Backup Power: Battery Backup with two (2) 9 AH Batteries Standard Features: AC Power Surge Protector LED Light Fixture (mounts in top of panel) GFI Utility Outlet Optional Features: Bulkhead-mounted RF Surge Protector 3-point Door Latch, Padlockable Ethernet Switch, Managed
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**Note:** This panel will need to be mounted in a location that is convenient to get the cellular antenna outside of the building and for CAT6 connectivity to the switch that is connected to the VTScada servers and any local clients.

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Qty	Tag/Loop	Description
1	RTU-PST	<p><b>Pine Street Water Tank RTU</b>            Enclosure: Reuse Existing Enclosures (Replace Subpanels)            PLC Manufacturer: Allen Bradley            Communications: Cellular Radio            Primary Power: 120VAC            Backup Power: Battery Backup with two (2) 9 AH Batteries            Standard Features:                AC Power Surge Protector            Optional Features:                Bulkhead-mounted RF Surge Protector                Ethernet Switch, Unmanaged</p>
<p><b>Notes:</b> The existing PLC and termination enclosures will be reused. The subpanels will be replaced and field terminations re-landed.</p> <p>To get the best cell reception, the cell antenna will need to be mounted outside the tank shroud.</p>		
1	RTU-PSPS	<p><b>Pine Street Pump Station RTU</b>            Enclosure: Reuse Existing Enclosure (Replace Subpanel)            PLC Manufacturer: Allen Bradley            Communications: Cellular Radio            Primary Power: 120VAC            Backup Power: Battery Backup with two (2) 9 AH Batteries            Standard Features:                AC Power Surge Protector            Optional Features:                Bulkhead-mounted RF Surge Protector                Ethernet Switch, Unmanaged</p>
<p><b>Note:</b> The existing radio enclosure will be reused. The subpanel will be replaced and field terminations re-landed.</p>		
1	RTU-SSP	<p><b>School Street Pump RTU</b>            Enclosure: NEMA 4X, #304 Stainless Steel            Enclosure Size: 30" H x 24" W x 12" D            Solar Heat Protection: Powder-coated White Finish            PLC Manufacturer: Allen Bradley            Available I/O: 14 DI, 10 DO, 8 AI, 0 AO            Wired I/O: 14 DI, 8 DO, 4 AI, 0 AO            Operator Interface Terminal: Not Included            Communications: Cellular Radio            Primary Power: 120VAC            Backup Power: Battery Backup with two (2) 9 AH Batteries            Standard Features:                AC Power Surge Protector                LED Light Fixture (mounts in top of panel)                GFI Utility Outlet                RTU Door Limit Switch</p>



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Qty	Tag/Loop	Description
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Digital I/O Surge Protection: Indicating Interposing Relays  
 Analog I/O Surge Protection: MR Kamikaze II Analog Surge Protector  
 Optional Features:  
 Heater & Thermostat  
 Bulkhead-mounted RF Surge Protector  
 3-point Door Latch, Padlockable  
 Ethernet Switch, Unmanaged

**Note:** A new RTU panel will be installed in this location.

1	RTU-UT	<b>Ulrich Water Tank RTU</b> Enclosure: Reuse Existing Enclosure & Subpanel PLC Manufacturer: Allen Bradley Communications: Cellular Radio Optional Features: Bulkhead-mounted RF Surge Protector Ethernet Switch, Unmanaged
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**Note:** The existing PLC enclosure and subpanel will be reused. A new PLC, cellular modem, and antenna will be installed.

1	RTU-15902	<b>WTP 15902 RTU</b> Enclosure: Reuse Existing Enclosure & Subpanel PLC Manufacturer: Allen Bradley Communications: Cellular Radio Optional Features: Bulkhead-mounted RF Surge Protector Ethernet Switch, Unmanaged
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**Notes:** The existing PLC enclosure and subpanel will be reused. A new PLC, cellular modem, and antenna will be installed. To get the best cell reception, the cell antenna will need to be mounted outside the building.

We will configure the computer located at this location to be a VTScada client. This location will need remote network access to the VTScada servers. This scope only includes the configuration and setup of this functionality and assumes proper network connectivity by the City.

**Project Labor**

One Lot **Project Management, Project Engineering, Electrical Design, Drafting & Administrative Labor** (including Travel & Living expenses) as required to execute the above referenced scope of supply.

One Lot **IT & OT Labor** (including Travel & Living expenses) as required to execute the above referenced scope of supply.



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Qty	Tag/Loop	Description
One Lot		<b>HMI Applications &amp; Graphics Labor</b> (including Travel & Living expenses) as required to execute the above referenced scope of supply.
One Lot		<b>PLC Applications Labor</b> (including Travel & Living expenses) as required to execute the above referenced scope of supply.
One Lot		<b>Field Service Labor</b> (including Travel & Living expenses) as required to execute the above referenced scope of supply.
One Lot		<b>Electrical Installation/Terminations Labor</b> (including Travel & Living expenses) as required to execute the above referenced scope of supply.
1 Year		<b>Onsite Comprehensive Warranty</b> (including Travel & Living expenses)
One Lot		<b>Freight</b>

**MSRP of Project: \$191,668.37**

**TIP Cooperative Discount (2%): \$3,833.37**

**Subtotal of Project: \$187,835.00**

**State Sales Tax - NOT INCLUDED: \$**

**Total Project Cost: \$187,835.00**

**General Notes:**

- A **\* Sales Representation \***  
 Tim Milberger is the Inframark A&I Regional Sales Manager. Tim can be reached at 832-698-8000 (Office), 254-400-8002 (Cell) and timothy.milberger@inframark.com.
- B **\* Technical Questions \***  
 For technical or scope of supply questions contact David B. Foster, the Inframark A&I Director of Estimating. David can be reached at 678-325-2828 (Office), 770-519-1293 (Cell) and dfoster@inframark.com.
- C **\* Installation of Conduit and Wire \***  
 This quotation **DOES NOT INCLUDE** the supply or physical installation of conduit or wire unless specifically noted above.
- D **\* Equipment Installation \***  
 This quotation **INCLUDES** physical installation of control panels and antennas specifically noted above.
- E **\* Wiring Terminations \***  
 This quotation **INCLUDES** field or panel terminations of signal or power wires



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Qty	Tag/Loop	Description
F	* <b>Fiber Optics Cable</b> *	This quotation <b>DOES NOT INCLUDE</b> the supply or physical installation of Fiber Optic Cable.
G	* <b>Fiber Optic Cable Termination</b> *	This quotation <b>DOES NOT INCLUDE</b> termination or testing of fiber optics cable.
H	* <b>Coaxial Cable Installation</b> *	This quotation <b>DOES NOT INCLUDE</b> the physical installation of coaxial cable or other related components.
I	* <b>Installation of Communications Towers or Poles</b> *	This quotation <b>DOES NOT INCLUDE</b> the supply or physical installation of Communication Towers or Poles.
J	* <b>Contractor License Information</b> *	
K	* <b>Order Information</b> *	<p><b>Email PO &amp; Vendor Quote To: TIPSPO@TIPS-USA.COM</b></p> <p><b>Please make PO to: BL Technology, LLC.</b></p> <p><b>PO and Quote must reference vendor's TIP's contract number (#230105).            Attach PO as a PDF only. One PO (With Quote) per attachment.</b></p>
L	* <b>Terms and Conditions</b> *	Inframark, LLC A&I Division Terms and Conditions of Sale apply to any order resulting from this quotation and are provided below.
M.	* <b>Performance &amp; Payment Bonds</b> *	If you desire Performance and Payment Bonds for this project, please let our local sales representative know and we will provide you with an adder for the cost of these bonds.

Revision Notes:

- Rev. 0 First Issue - 2024-08-21 - DBF
- Rev. 1 Revised to utilize Allen Bradley PLCs - 2024-08-23 - DBF
- Rev. 2 Update for TIP Procurement - 2024-11-12 - DBF



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INFRAMARK, LLC  
 A&I DIVISION TERMS AND CONDITIONS OF SALE

- 1. Performance of Obligations.** The manner in which INFRAMARK’s obligations are to be performed and the specific hours during which the obligations are to be performed shall be determined solely by INFRAMARK. INFRAMARK shall supply at INFRAMARK’s expense any instrumentalities required by INFRAMARK for the performance of INFRAMARK’s obligations hereunder.
- 2. Term.** The term of this Agreement will commence on the date the last of the parties’ executes this Agreement and continue until all obligations of the Parties hereunder are completed or is otherwise terminated in accordance with paragraph 11 of this Agreement.
- 3. Compensation.** The compensation due to INFRAMARK from Client shall be as stated on the applicable Purchase Order or Quote. Any amount due from Client hereunder which is not paid when due shall bear interest at a rate equal to 1.5% per month, 18% per annum, (but in no event more than the maximum rate permitted by law) from the date due until paid. Compensation paid pursuant to this Agreement shall not be subject to the customary withholding of income taxes and other employment taxes. INFRAMARK shall be solely responsible for reporting and paying any such taxes. Client shall notify Operator of any dispute with an invoice within ten (10) business days from receipt of said invoice. In the event that Client has a dispute with any charges, all undisputed charges on said invoice(s) will be due in accordance with the above times and the Parties shall negotiate in good faith to resolve any such dispute in a timely manner. If there is a change in law, change in the interpretation of law, or other factor which causes an increase in INFRAMARK’s cost of providing the Services, INFRAMARK may provide notice to the Client and the parties shall negotiate in good faith to adjust the compensation to account for such change in INFRAMARK’s costs. If the parties are unable to reach a negotiated agreement within thirty (30) days of the date of notice, then the contract may be terminated immediately by INFRAMARK.
- 4. Indemnification and Release.** EACH PARTY SHALL INDEMNIFY, DEFEND, AND HOLD THE OTHER, AND ITS PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AND LICENSORS, HARMLESS FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, DAMAGES, LOSSES, LIABILITY, COSTS, AND EXPENSES, INCLUDING ACTUAL ATTORNEY FEES, BROUGHT BY ANY THIRD PARTY FOR BODILY INJURY, INCLUDING DEATH, OR PROPERTY DAMAGE, TO THE EXTENT CAUSED BY OR ARISING OUT OF THE INDEMNIFYING PARTY’S, OR ITS EMPLOYEES’, SUBCONTRACTORS’ OR AGENTS’ NEGLIGENCE.
- 5. Warranty:** INFRAMARK warrants to the Client that: (i) the Services will be performed by appropriately qualified, trained, experienced, and when applicable licensed and/or certified personnel, with due care, skill and diligence, and in accordance with all terms of this agreement, applicable law and industry standards. INFRAMARK warrants the products shall conform to the description contained in this agreement and be free from defects in material and workmanship for a period of one (1) year from the date the products are initially placed in operation, or 18 months from when the products are shipped, whichever occurs first, provided that the products are stored, maintained and operated so as to protect the products from harm or damage due to any cause but not limited to fire, water, inclement weather, lightning, extreme temperatures, and not subjected to misuse, neglect or accident. Upon prompt written notice of and determination that such defect is covered under the foregoing warranty, INFRAMARK’s responsibility is limited to correction of the defect by, at INFRAMARK’s option, repair or replacement of the defective part, parts, or services. **Unless stated elsewhere herein, INFRAMARK provides no warranty of product performance or process results. The foregoing warranties are exclusive and INFRAMARK hereby disclaims all other warranties of any kind, including any implied warranty of merchantability or fitness for a particular purpose.** The warranties provided herein shall not apply to any Client product which shall have been; (a) repaired or altered other than by Client or the Client’s personnel, representatives, or agents; (b) subjected to physical or electrical abuse or misuse; or (c) operated in any manner inconsistent with the applicable Client instructions for use.
- 6. Shipment and Loss or Damage to Goods and Materials:** All shipments will be made F.O.B. shipping point unless otherwise specified herein. In the absence of specific instructions, INFRAMARK will select the carrier. Title to and risk of loss for the material shall pass to the Client upon delivery to the carrier or delivery service. Materials held for the Client or stored for the Client shall be at the risk and expense of the Client. Title and risk of loss for all parts, materials, and equipment provided hereunder shall pass when such parts, materials, and equipment are shipped.
- 7. Software.** Software created on this project by INFRAMARK is owned by INFRAMARK. If noted in the scope of work, INFRAMARK may authorize use of this software inside the Client’s organization only. Authorized use includes ability to modify the software, by the Client at the Client’s risk. Under no circumstance is the Client, agent or third-party contractor of the Client authorized to distribute or use software created by INFRAMARK at locations other than the Client’s facilities.
- 8. Limitation on Damages.** In no event shall either Party be liable under any circumstances for any special, consequential, indirect, or incidental damages arising out of or in any way connected with this Agreement or the services provided, including, but not limited to, damages for lost profits, anticipated sales, compensation, reimbursement, good will for expenditures, investments, leases, or any other commitments in connection with the business of Client, or damages to third parties. Except for liability arising out of INFRAMARK’S gross negligence or willful misconduct, INFRAMARK’s total liability for any cause shall be limited to the compensation paid to INFRAMARK by the Client under this Agreement.



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9. Cyber Security. INFRAMARK shall not be liable for any liabilities, losses, damages, expenses, fines, or penalties incurred by the Client or any third party as a result of a data security breach or other cyber security breach to the Client's computer systems, operating systems, and all other technological or information systems related to the Services provided hereunder, except to the extent such liability, loss, damage, expense, fine, or penalty is the direct result of INFRAMARK's willful or negligent acts or omissions.

10. Client Information. If any information, opinions, recommendations, advice, or other work product or any data, information, procedures, charts, spreadsheets, logs, instruments, documents, plans, designs, specifications, operating manuals and specifications, customer data, billing information, regulatory filings, permits, authorizations, licenses, operation and maintenance records, or other records are provided by the Client or any third party acting on behalf the Client are provide to and used or relied on by INFRAMARK, INFRAMARK shall not be liable for any damages resulting directly or indirectly from such use and reliance.

11. No Third-Party Beneficiary. It is the explicit intention of the parties hereto, that no person or entity, other than the parties, is or shall be entitled to bring any action to enforce any provision of this Agreement against either of the parties, and the covenants, undertakings, and agreements set forth in this Agreement shall be solely for the benefit of and shall be enforceable only by the parties hereto or their respective permitted successors or assigns hereunder.

12. Termination. This agreement may be terminated by INFRAMARK, in whole or in part, (a) whenever Client defaults in its performance in any manner and fails to remedy same within ten (10) days after receipt of notice setting forth the default. In the event of such termination, Client shall pay INFRAMARK for all services performed and all parts, materials, and equipment ordered by INFRAMARK up to the effective date of termination. Client may terminate this agreement if INFRAMARK is in default, provided that Client has provided INFRAMARK with written notice, including sufficient information regarding the alleged default, and INFRAMARK shall have thirty (30) days from the date of written notice to cure any such default.

13. Independent Contractor. The parties acknowledge that INFRAMARK is an independent contractor and is not an agent, partner, joint venturer, nor employee Client. Nothing shall operate to change or alter that relationship except further agreement between the parties in writing and specifically addressing the issue. Neither party shall have authority to bind or otherwise obligate the other in any manner nor shall either party represent to anyone that it has a right to do so.

14. Force Majeure. Under no circumstances shall either party be held liable for any delay or failure in performance resulting directly or indirectly by acts of nature, forces, or causes beyond its reasonable control, including, without limitation: internet, computer equipment, telecommunication equipment, other equipment, or electrical power failures; riots; insurrections; pandemics/epidemics; civil disturbances; fires; floods; storms; explosions; acts of God; war; governmental actions; actions, embargoes or blockades in effect on or after the date of this Agreement; orders or law of domestic or foreign courts or tribunals or other governmental authorities; loss of or fluctuations in heat, light, or air conditioning; or strikes, labor stoppages or slowdowns or other industrial disturbances, other than those involving the affected parties employees.

15. Binding Agreement. The provisions of this Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of the parties. Any provision hereof which imposes upon a party an obligation after termination or expiration of this Agreement shall survive termination or expiration hereof and be binding upon the party.

16. Choice of Law. The laws of the State of in which the work is performed shall govern the validity, performance, construction, and enforcement of this Agreement without regard to choice of law provisions. No litigation concerning a dispute or arising out of this agreement may be commenced by Client more than one year after completion of work by INFRAMARK.

17. Mediation and Arbitration. If any controversy or claim arising out of this Agreement cannot be settled by the Parties hereto through good faith discussions, the Parties shall mediate their dispute before a mediator acceptable to both parties. If they cannot agree on a mediator, they shall ask the Director of the Federal Mediation and Conciliation Service to nominate a mediator. The parties shall bear their own costs of the mediation, but the parties shall share equally the costs of the mediator and the mediation facilities. If the controversy or claim cannot be resolved through mediation, the controversy or claim shall be settled by arbitration in accordance with the rules of the American Arbitration Association then in effect. Any such controversy or claim shall be arbitrated on an individual basis and shall not be consolidated in any arbitration with any claim or controversy of any other party unless otherwise agreed by the Parties.

18. Amendment. This Agreement may only be altered or amended in an instrument, in writing, signed by all the parties hereto.

19. Waiver. No waiver of any provision of this Agreement shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

20. Severability. The invalidity of any portion of this Agreement will and shall not be deemed to affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the parties agree that the remaining provisions shall be deemed to be in full force and effect as if they had been executed by both parties subsequent to the expungement of the invalid provision.



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21. Non-Solicitation. Neither party may actively solicit, for hire, the employees of the other party during the term of this Agreement or for one year following the termination of this Agreement.

22. Assignment. This Agreement shall not be assigned by either party without the prior written consent of the other party, which consent shall not be unreasonably withheld, unless such assignment shall be to a parent, subsidiary, affiliate, or successor of either Party.

23. Notice. All notices will be in writing and shall be deemed given when delivered in person or mailed by certified or registered mail, return receipt required, with postage prepaid. Notices required to be given to the parties by each other will be addressed to the parties at the address set forth on the first page of this Agreement.

24. Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to its subject matter and supersedes all prior contemporaneous agreements, representations, and understandings of the parties.

25. Counterparts and Copies. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original. An electronic copy or photocopy of this Agreement containing electronic copies or photocopies of the signatures or initials of any Party shall be binding.

**Acceptance of Quote:**

We have read and understand all pages of this agreement and hereby acknowledge receipt of a copy hereof and realize the attached INFRAMARK, LLC A&I DIVISION TERMS AND CONDITIONS OF SALE are part of this agreement. You are authorized to complete the work as specified.

WITNESS OUR SIGNATURES, this the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**OWNER/CONTRACTOR:**

Company Name: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

FOR \_\_\_\_\_:

Signed by: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_





# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: December 2, 2024

#### Topic:

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.

#### Background:

The City has had a contract for landscaping services with Spring Nursery and Landscaping since 2019 to provide contracted mowing for city facilities and identified rights-of-way. Due to staffing and increased daily operations, additional locations were identified to be included in our annual contract. To continue providing landscaping services, staff initiated procurement for a new landscaping services agreement with the additional locations included, a full list of locations is reflected below.

Base Bid	Additional Locations
City Hall/Police Department	Pine St. Well #1 & #2
Community Center	Baker St. Well
Administrative Services Building/Public Works	Ulrich Tower
Fire Station #1	School St. Well
Fire Station #2	Theis Well
Fire Station #4	Well #5 & #6
Fire Station #5	South Wastewater Treatment Plant
Acquired City Property (formally Regions Bank)	North Wastewater Treatment Plant
Medical Complex Drive (right-of-way)	City-owned Lift Stations (11 total)

To obtain the most favorable pricing and in accordance with the City's Procurement Policy, sealed bids were solicited for the landscaping services, with information available by request to the City. A total of ten (10) contractors requested the specifications, and the City received four (4) bids, and after a thorough review it was determined that Ambassador Services was the lowest responsive bidder for a total base bid of \$53,190.84. The awarded services agreement will include the base bid only with no additive work.

Company	Base Bid	Additive Bid	Total Bid
Ambassador Services	\$53,190.84	\$43,832.64	\$97,023.48
Maldonado Nursery & Landscaping	\$67,897.60	\$60,542.80	\$128,440.40
Rotolo Consultants, Inc	\$76,735.30	\$62,544.18	\$139,279.48
Caudillo's Tree & Landscaping Service	\$87,720.00	\$66,220.00	\$153,940.00

The submitted bids meets all the requirements in the defined scope of work and City staff recommends awarding a service agreement to Ambassador Services to provide landscaping services for the base bid only for a total contract amount not-to-exceed \$53,190.84 annually for an initial term of one (1) year, with three (3) additional one-year renewal options.

**Origination:** Project Management

**Recommendation:**

Staff recommends awarding a services agreement to Ambassador Services for landscaping services for city facilities for an amount not-to-exceed \$53,190.84.

**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: X No: \_\_\_\_\_ If yes, specify Account Number: #100-154-6329

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

**Signed:** Meagan Mageo **Approved by:** \_\_\_\_\_  
Staff Member Date City Manager Date

Bid 2025-03: Landscaping Services			
Bid Tab			
Company	Base Bid	Additive Bid	Total Bid
Ambassador Services	\$53,190.84	\$43,832.64	\$97,023.48
Maldonado Nursery & Landscaping	\$67,897.60	\$60,542.80	\$128,440.40
Rotolo Consultants, Inc	\$76,735.30	\$62,544.18	\$139,279.48
Caudillo's Tree & Landscaping Service	\$87,720.00	\$66,220.00	\$153,940.00

# City Council Meeting Agenda Item Data Sheet

Meeting Date: December 2, 2024

**Topic:**

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.

**Background:**

**Origination:** Indus Equities LLC

**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  
Staff Member \_\_\_\_\_  
Date \_\_\_\_\_

Approved by \_\_\_\_\_  
City Manager \_\_\_\_\_  
Date \_\_\_\_\_



## 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](http://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: (AG) : Agricultural

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.**

X Lucy Magana 10/07/24  
Signature of Applicant Date

X \_\_\_\_\_ 10/07/24  
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.**

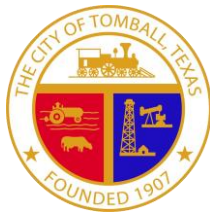
**\*Legal Lot Information:** If property is not platted, a plat will be required to be filed with the Community Development Department unless evidence of a legal lot is provided. To be an un-platted legal lot, the applicant is required to demonstrate that the tract existed in the same shape and form (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 (1<sup>st</sup>) and third (3<sup>rd</sup>) 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.





**City of Tomball  
Community Development Department**

BDC FAMILY LIMITED PARTNERSHIP  
5000 OVERTON PLZ STE 300  
FORT WORTH, TX 76109-4441

**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](mailto: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: BDC FAMILY LIMITED PARTNERSHIP  
Parcel I.D.: 0430410000100  
Address: 0 FM 2920

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

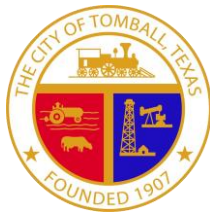
Email: [blashley@tomballtx.gov](mailto:blashley@tomballtx.gov)

I am in favor

I am opposed

Additional Comments:

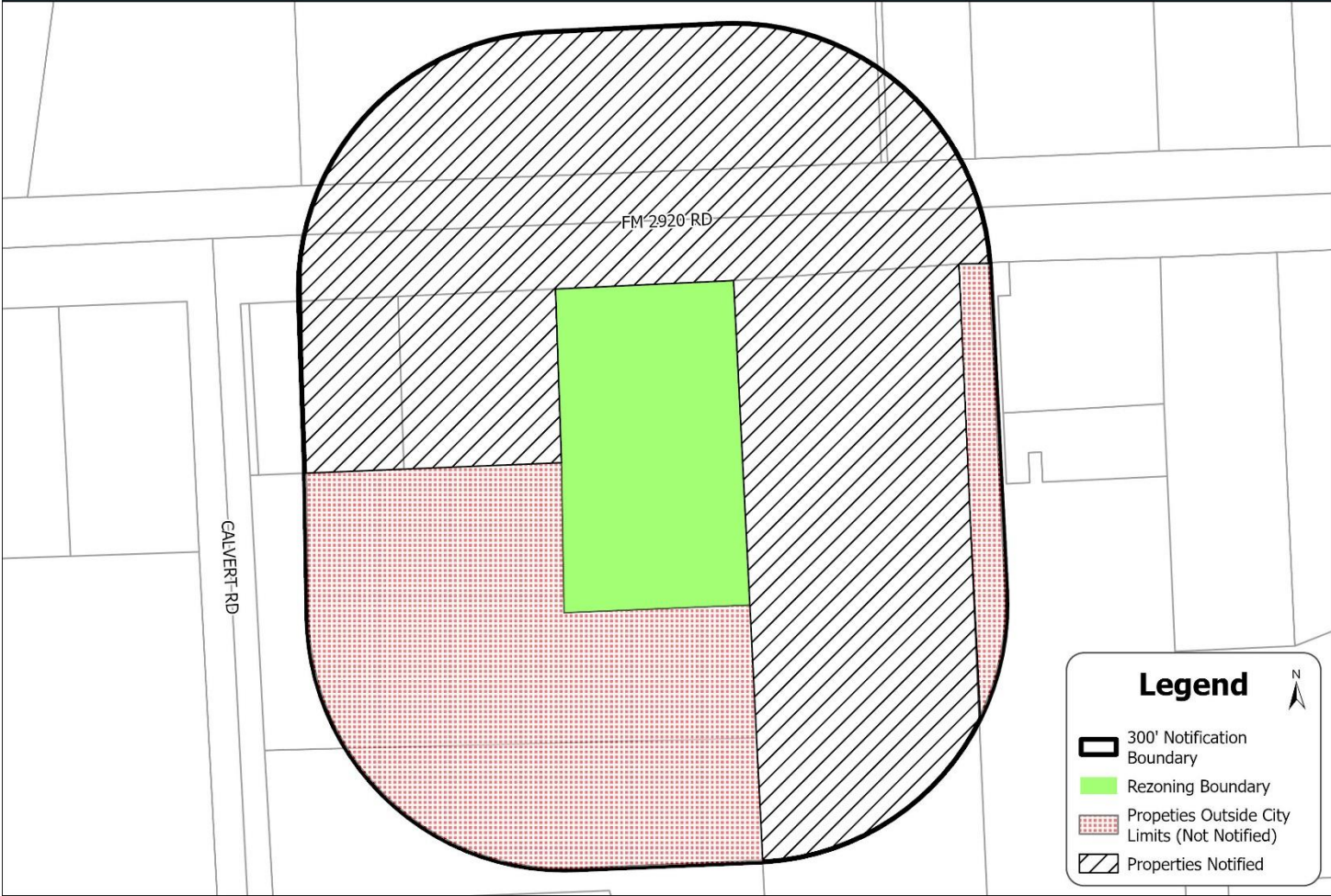
Signature: \_\_\_\_\_



**City of Tomball**  
**Community Development Department**

**Z24-20**

 **Notification Boundary**



# City Council Meeting

## Agenda Item

### Data Sheet

Meeting Date: December 2, 2024

#### Topic:

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.

#### Background:

During the Fiscal Year 2023-2024 budget the North Sycamore Street Parking Lot project was identified in the proposed 2023-2028 Capital Improvements Plan. Following discussions, the project was adopted as part of the final 2023-2028 Capital Improvement Plan and funding was allocated by City Council through the 2023 debt issuance total \$1,500,000.

On April 1, 2024, Council approved a professional services agreement with WGA Consulting Engineers to complete the design and engineering for the proposed project. WGA completed a survey and on-site work to determine the best and safest design option to allow for the construction of the street reconstruction and additional parking.

On July 11, 2024, staff sent a letter to registered property owners on North Sycamore Street providing notification of the project and staff contact. Additionally, during the week of July 22, staff conducted visits with property owners and residents located along the project site to provide a better understanding of the project.

On Sept. 16, staff hosted a Stakeholders meeting at 12 p.m. and 5 p.m. and invited property owners, residents, and business owners in the area to attend. The meeting allowed the community to ask questions, review the design options, vote on the options and provide comments and feedback to staff for the project. Eight members of the community attended the meetings and provided valuable feedback. All eight members in attendance voted for the one-way option.

On Oct. 7, Staff presented the project and stakeholders feedback to Council. Council direction was to make North Sycamore between Main Street and Houston one-way going north, install parking on the west side of the road way and not install sidewalks.

Staff worked with WGA to finalize the design plans and worked with Pavecon to secure a proposal based on the defined scope of work and final plan set. Below is a breakdown of the current funding allocated for the project.

<b>N. Sycamore Parking</b>
----------------------------

Budget Breakdown		
Element	Budgeted Amount	Contract Amount
Misc. – Land/Site	\$8,525.00	\$8,525.00
Engineering	\$106,000.00	\$106,000.00
Construction	\$500,000.00	\$400,578.00 (includes contingency)
<b>Remaining Funds to be Allocated: \$99,422.00</b>		

**Origination:** Public Works Department

**Recommendation:**

Staff recommends approving a contract with Pavecon Ltd., to complete parking lot and pavement construction on North Sycamore Street for a not-to-exceed amount of \$400,578.00.

**Party(ies) responsible for placing this item on agenda:** Drew Huffman, Public Works Director

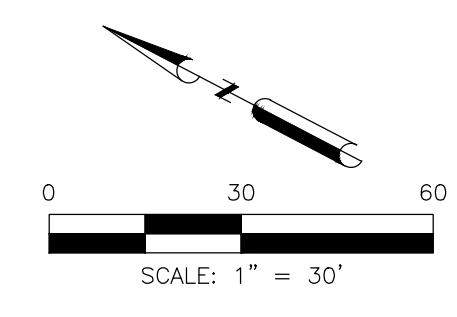
**FUNDING (IF APPLICABLE)**

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

Yes: X No: \_\_\_\_\_ If yes, specify Account Number: # 400-154-6409

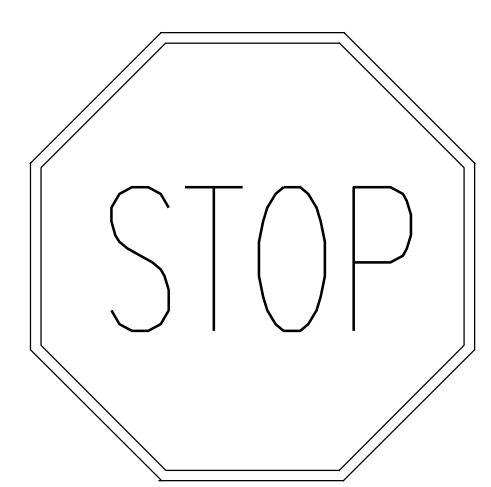
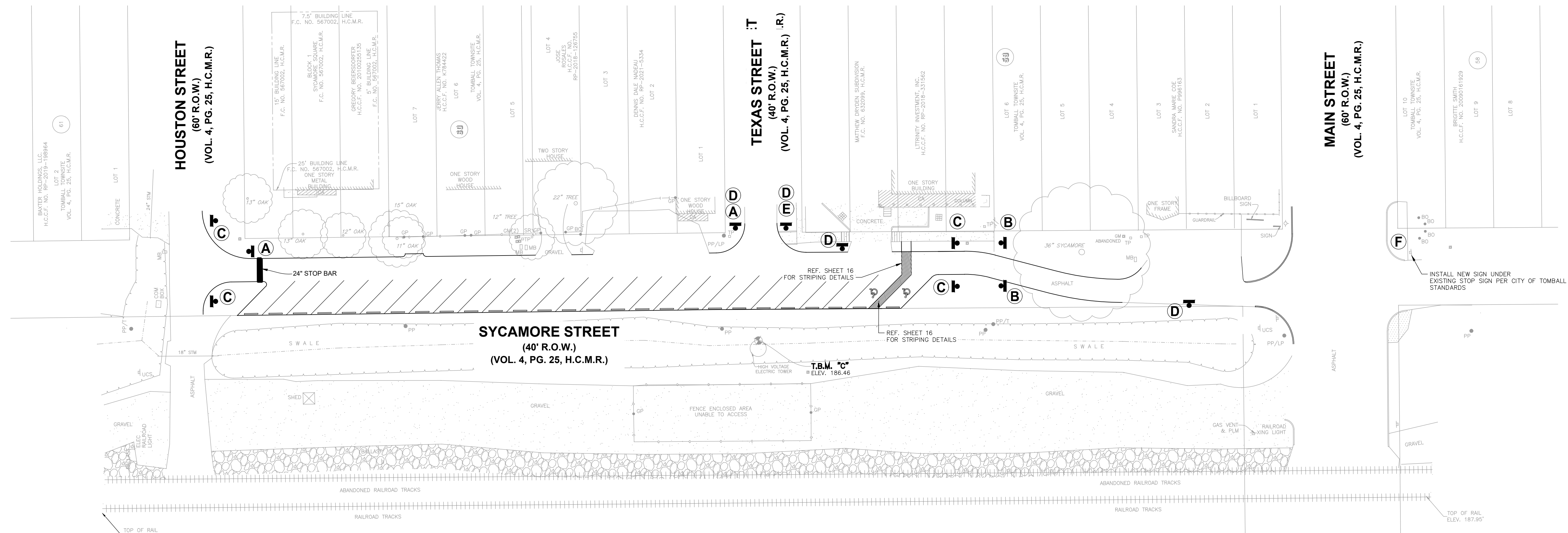
If no, funds will be transferred from \_\_\_\_\_ # \_\_\_\_\_ To account # \_\_\_\_\_  
account

Signed Drew Huffman Approved by \_\_\_\_\_  
Staff Member Date City Manager Date



**BENCHMARKS:**  
**PRIMARY BENCHMARK**  
 RM 1000360 ELEV.: 180.24'  
 ALL ELEVATIONS ARE RELATIVE TO THE NORTH AMERICAN VERTICAL DATUM OF 188 (NAVD88), AND ARE ADJUSTED TO NATION GEODETIC SURVEY (NGS) MONUMENT "CITY OF MONTGOMERY MONUMENT No. 1"  
 THE STATION IS LOCATED ABOUT 7.42 MI (11.94 KM) NORTH WEST OF CONROE, 7.42 MILES (11.94 KM) SOUTHEAST OF MONTGOMERY, 7.6 MILES (12.2 KM) SOUTHWEST OF WILLIS, OWNERSHIP--SAN JACINTO RIVER AUTHORITY. MARK ON THE OBSERVATION AREA FOR LAKE CONROW, GO WESTERLY ALONG 105 APPROXIMATELY 7 MILES (11.3 KM) TO DIRT DRIVE AT END OF THE CONCRE DAM. THIS IS JUST BEFORE REACHING SANDY BEACH ROAD. TURN RIGHT GO .1 MILE (0.2 KM) NORTH TO HISTORICAL MARKER FOR SAN JACINTO RIVER. THE STATION IS A PUNCH MARK IN THE TOP OF A STAINLESS STEEL ROD DRIVEN INTO THE GROUND AND INSIDE A 1-INCH PVC PIPE THAT IS INCASED IN A 5-INCH PVC PIPE WITH A LOGO CAP STAMPED--HGCSD--. THE STATION IS 10.9 FT (3.3 M) WEST OF A CHAINLINK FENCE, 5.3 FT (1.6 M) NORTH OF A HISTORICAL SIGN, 6.5 FEET (2.0 M) SOUTH OF A CHAINLINK FENCE.  
**SITE BENCHMARK "B" ELEV. = 187.97**  
 BEING LETTERS "LL" IN FIRE HYDRANT FLANGE LOCATED ON THE SOUTHWEST SIDE OF N. ELM STREET AT THE INTERSECTION OF WALNUT STREET AND COMMERCE STREET. (SHOWN HEREON)  
**SITE BENCHMARK "C" ELEV. = 186.48**  
 BEING A BOX CUT "X" ON ELECTRIC TOWER LOCATED ON THE SOUTHWEST SIDE OF N. SYCAMORE STREET APPROXIMATELY 280 FEET NORTH OF E. MAIN STREET. (SHOWN HEREON)

**FLOOD PLAIN NOTE:**  
 THIS SUBJECT TRACT LIES WITHIN UNSHADED "ZONE X" IN HARRIS COUNTY, TEXAS ACCORDING TO FEMA MAP NUMBER 48201C0230L DATED JUNE 18, 2007.  
 BEARINGS ARE BASED ON TEXAS SOUTH PLANE COORDINATES, CENTRAL ZONE, NAD 83.



R1-1

A



B

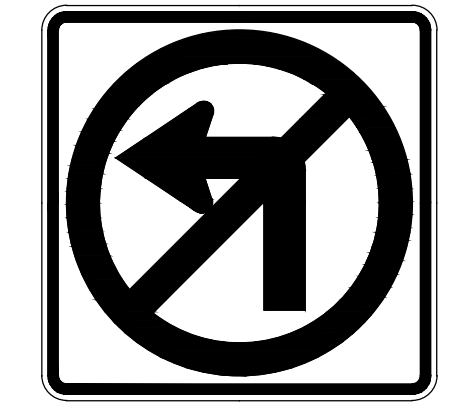


C



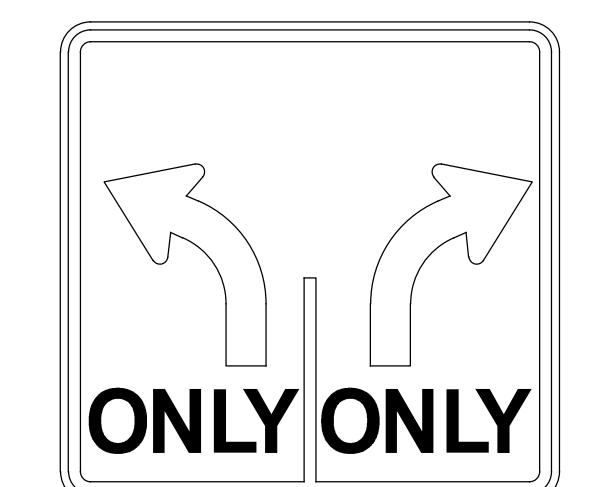
R6-1R

D



R3-2

E



F

REV	DESCRIPTION	DATE
	60% Review Set	05/13/2024
	90% Review Set	06/10/2024
	100% SUBMITTAL	07/24/2024
	REVISION 1	11/01/2024

INTERIM REVIEW ONLY  
 Document incomplete: not intended for regulatory approval, permit or construction.  
**DAVID AGUAYO**  
 140527  
 11/12/24



TEXAS REGISTERED ENGINEERING FIRM F-9756  
 2500 Tanglewilde, Suite 120 Houston, Texas 77063  
 4526 Research Forest, Suite 360 The Woodlands, Texas 77381  
 713.789.1900 713.789.1900

101-399 SYCAMORE STREET ROADWAY IMPROVEMENTS & PARKING LOT TOMBALL, TEXAS

**STRIPING AND SIGNAGE PLAN**

SCALE	DESIGN AG	DRAWN BW
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SHEET  
 08

# City Council Meeting Agenda Item Data Sheet

Meeting Date: December 2, 2024

**Topic:**

Discuss amendments to Council reimbursement policy.

**Background:**

**Origination:**

**Recommendation:**

n/a

**Party(ies) responsible for placing this item on agenda:** David Esquivel, PE

**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