

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



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

Notice is hereby given of a Regular meeting of the Tomball City Council, to be held on Monday, December 16, 2024 at 6:00 PM, City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

The public toll-free dial-in numbers to participate in the telephonic meeting are any one of the following (dial by your location): +1 312 626 6799 US (Chicago); +1 646 876 9923 US (New York); +1 301 715 8592 US; +1 346 248 7799 US (Houston); +1 408 638 0968 US (San Jose); +1 669 900 6833 US (San Jose); or +1 253 215 8782 US (Tahoma) - Meeting ID: 893 1238 4134 Passcode: 236882. The public will be permitted to offer public comments telephonically, as provided by the agenda and as permitted by the presiding officer during the meeting.

- A. Call to Order
- B. Invocation - Led by Tomball Police Sergeant Courtney White
- C. Pledges to U.S. and Texas Flags
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]*
- E. Reports and Announcements
 - 1. Announcements

I. Upcoming Events:

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

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

- F. Old Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*
1. Adopt, on Second Reading, Ordinance No. 2024-38, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 18, Environment, by adding a new Article XI, Tree preservation; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters
 2. Approve, on Second Reading, Resolution No. 2024-45-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and NIVIS SERIES, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a commercial office/retail development to be located at 424 Holderrieth Blvd, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$34,170.00.
 3. Approve, on Second Reading, Resolution No. 2024-46-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Niky's Mini Donuts, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1417 Graham Drive, Suite 400, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.
- G. New Business Consent Agenda: *[All matters listed under Consent Agenda are considered to be routine and will be enacted by one motion. There will be no separate discussion of these items. If discussion is desired, the item in question will be removed from the Consent Agenda and will be considered separately. Information concerning Consent Agenda items is available for public review.]*
1. Approve Minutes of the December 2, 2024, Special and Regular City Council meetings.

2. Consider approval of Resolution No. 2024-50, a Resolution of the City of Tomball, Texas, amending sections of the Master Fee Schedule for Fiscal Year 2024-2025.
3. Adopt, on First Reading, Ordinance No. 2024-41, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 10- Buildings and Building Regulations, by repealing Article I. - In general, Article II. – Building code, Article III. – Residential code, Article IV. – Air conditioning and mechanical work, Article V. – Electricity; and Article VI. – Plumbing and gas and replacing with a new Article 1 – In general; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters.
4. Adopt on First Reading, Ordinance No. 2024-42, an Ordinance of the City of Tomball, Texas adding Section 44-67, Article 3, Operation of vehicles, engine brake prohibited, prohibiting the use of motor engine brakes (also known as “Jake Brakes”) within the City limits; containing findings and other provisions relating to the subject; declaring certain conduct to be unlawful; providing a penalty in an amount not to exceed \$2,000.00 for each violation of this Ordinance with every day constituting a new violation; providing for severability; providing for publication; and providing an effective date.
5. Adopt on First Reading, Ordinance No. 2024-43, an Ordinance Amending The Code Of Ordinances Of The City Of Tomball, Texas, By Adopting The International Fire Code, 2021 Edition; By Amending Section 20-25, International Fire Code Adopted, Article II, Fire Code, Of Chapter 20, Fire Prevention And Protection; By Deleting And Replacing Section 20-28 Of Article II, Fire Code; Providing For Penalty In An Amount Not To Exceed \$2,000.00 Per Day For Violation Of Any Provision Hereof, With Each Day Constituting A Separate Offense; Providing A Repealer; Providing For Severability; And Making Other Findings Related Thereto.
6. Approve an expenditure of greater than \$50,000 with the Harris County Appraisal District for appraisal services to certify property values used by the City to assess property owners their FY2024-2025 tax assessment for a not to exceed amount of \$80,621, authorize the expenditure of funds therefore, and authorize the City Manager to execute all documents necessary for the expenditure. This expenditure is included in the FY2024-2025 budget.
7. Approve an agreement with BL Technology, LLC and Inframark Company, for the upgrade of Utilities’ SCADA system software through the TIPS Purchasing Contract (TIPS USA #230105 - Technology Solutions Products and Services – Red River Technologies), for a not-to-exceed amount of \$307,705.00. Additionally, authorize the expenditure of funds and empower the City Manager

to execute all necessary documents related to this expenditure. This amount is included in the FY 2024-2025 budget as part of the 2025-2029 Capital Improvement Plan.

8. Authorize the City Manager to Execute an Interlocal Agreement between the City of Tomball and Harris County, by and through Harris County Public Health (HCPH), for a partnership in a wastewater-based epidemiology (WBE) program.
9. Approve a contract with Pavecon Ltd., to complete parking lot and pavement construction on North Sycamore Street through the BuyBoard Purchasing Cooperative (Contract No. 700-23) for a not-to-exceed amount of \$400,578, approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase. This expenditure is included in the FY 2024-2025 Budget.
10. Approve a contract with Tejas Civil Construction Group, LLC for the construction of drainage improvements for North Star Estates (Project No. 2024-10008), for a not-to-exceed amount of \$139,626.90 (Bid No. 2025-02), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget as part of the 2025-2029 Capital Improvement Plan.
11. Approve a services agreement with Ambassador Services for the landscaping services for city facilities (Contract No. 2025-10005), for a not-to-exceed amount of \$53,190.84 (Bid No. 2025-03), authorize the expenditure of funds therefor, and authorize the City Manager to execute any and all documents. The expenditure was included in the Fiscal Year 2024-2025 Budget.

H. New Business

1. Approve Resolution Number 2024-48, a Resolution of the City Council of the City of Tomball, Texas approving a First Amendment to the Development Agreement for the Winfrey Estate Public Improvement District Number 12.
2. Approve Resolution Number 2024-49, a Resolution of the City Council of the City of Tomball, Texas approving the second Amended and Restated Reimbursement Agreement for the Winfrey Estates Public Improvement District Number 12.
3. Conduct a public hearing and consideration to approve **Zoning Case Z24-20**: Request by Indus Equities LLC, represented by Windrose Land Services, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.800 acres of land legally described as being a 1.800-acre tract of land situated in the John M. Hooper Survey, Abstract No. 375 from the Agricultural

(AG) zoning district to the Commercial (C) zoning district. The property is located at 14615 FM 2920, within the City of Tomball, Harris County, Texas.

Adopt, on First Reading, Ordinance No. 2024-40, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately a 1.800-acre tract of land situated in the John M. Hooper Survey, Abstract No. 375 from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located at 14615 FM 2920, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

4. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session

Sec. 551.072 – Deliberations regarding Real Property

I. Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 13th day of December 2024 by 5:00 PM, and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Tracylynn Garcia, TRMC, MMC, CPM
City Secretary

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

City Council Meeting Agenda Item Data Sheet

Meeting Date: December 16, 2024

Topic:

Upcoming Events:

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

Background:

Origination: Marketing Department

Recommendation:

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

Chrislord Templonuevo, Marketing Director

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

City Council Meeting Agenda Item Data Sheet

Meeting Date: December 16, 2024

Topic:

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

Background:

First Reading approved on December 2, 2024.

Origination: Community Development Department

Recommendation:

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

FUNDING (IF APPLICABLE)

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

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

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

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

ORDINANCE NO. 2024-38

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

* * * * *

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

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

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

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

Sec. 18-339.-Purpose.

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

Sec. 18-340.-Applicability.

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

Sec. 18-341.-Exemptions.

Exemptions from the requirements of this section are as follows:

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

Sec. 18-342.-Appeals.

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

Sec. 18-343.-Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 18-344.-Protected tree species.

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

Table 18-344.1

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

Sec. 18-345.-Tree removal permit.

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

Sec. 18-346.-Tree survey.

(a) Tree survey required.

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

(b) Tree survey requirements.

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

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

(c) Alternatives to a tree survey.

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

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

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

Sec. 18-347.-Buffer zones.

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

Exemptions from the buffer zone requirements include:

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

Sec. 18-348.-Tree Replacement Standards

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

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

(d) Timing of Mitigation Compliance.

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

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

Sec. 18-349.-Tree Preservation Incentives

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

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

Table 18-349.1

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

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

Sec. 18-350.-Alternative Mitigation Methods

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

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

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

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

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

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

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

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

Section 5. This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law and the City’s Home Rule Charter.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 2nd DAY OF December 2024.

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

SECOND READING:

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

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

LORI KLEIN QUINN, Mayor
City of Tomball

ATTEST:

Tracy Garcia, City Secretary
City of Tomball

Regular City Council Agenda Item Data Sheet

Meeting Date: December 16, 2024

Topic:

Approve, on Second Reading, Resolution No. 2024-45-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and NIVIS SERIES, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a commercial office/retail development to be located at 424 Holderrieth Blvd, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$34,170.00.

Background:

On November 12, 2024, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, a performance agreement with NIVIS SERIES, LLC for assistance with infrastructure costs related to the development of a commercial office/retail development to be located at 424 Holderrieth Blvd, Tomball, Texas 77375.

Targeted infrastructure projects that will promote or develop new or expanded business enterprises are authorized expenditures under the Development Corporation Act.

The Tomball City Council has final approval authority over all programs and expenditures of the TEDC. Final approval of this project requires the adoption of Resolution No. 2024-45-TEDC after two separate readings.

First Reading Approved on December 2, 2024.

Origination: Tomball Economic Development Corporation Board of Directors

Recommendation: Approval of Resolution No. 2024-45-TEDC on Second Reading

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

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: #Project Grants

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

Signed _____ Approved by _____
Staff Member-TEDC Date Executive Director-TEDC Date

TOMBALL

ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: December 2, 2024

SUBJECT: NIVIS SERIES, LLC

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Tam Doung, Owner, NIVIS SERIES, LLC, for assistance with infrastructure costs related to the construction of a commercial office/retail space on approximately .9995 acres located at 424 Holderrieth Blvd, Tomball, Texas 77375.

The development will consist of two standalone buildings, totaling 10,350 square feet. The first building will be an approximately 4,000 square-foot two-story structure consisting of a 2,300 sq. ft. coffee shop and 1,700 sq. ft. of small office/conference space. The second building will be 6,300 sq. ft. and contain 5 retail/office spaces. Each space will have approximately 1,260 sq. ft. per tenant. The projected capital investment for the project is \$3,698,658.00.

The eligible infrastructure improvements include water, sanitary sewer, storm drainage, electric and gas utilities, and related site improvements totaling approximately \$341,700.00.

Targeted infrastructure that will promote the development and expansion of business enterprise is a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

An economic impact analysis is included with the agreement to show the impact of this project of Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$116,293.00.

If the agreement between the TEDC and NIVIS SERIES, LLC is approved as a Project of the Corporation, the grant funding amount will not exceed \$34,170.00, based on 10% of the actual expenditures for the eligible infrastructure improvements.

NIVIS SERIES LLC
424 Holderrieth Blvd
Tomball, TX 77375

Date: October 02, 2024

Tomball Economic Development
29201 Quinn Road, Suite B
Tomball, TX 77375

RE: Cuppo Office Building – Request for Grant

To Whom It May Concern:

My name is Tam Duong, the owner of NIVIS SERIES LLC. I would like to formally request a grant and seek assistance for the infrastructure and site construction costs to build a 10,350 sqft commercial building locating right in the heart of Tomball medical center. This commercial site will be built out with a 2,300 sqft community coffee shop with a built-in 1,750 sqft small office/conference spaces for working remotely, hosting meetings/events, and other business needs for corporate citizens as well as medical professionals nearby with meeting/conference needs. Additionally, I will also build a 6,300 retail space building for office leases for small businesses or other medical facility needs.

Overview Project

As we have successfully managed a coffee shop boutique for five years in the City of Jersey Village where our concept was to bring a city-like specialty coffee shop to the suburb area. We would like to bring our own success story and implement this proven concept in the City of Tomball. We plan to build a 2,300sqft coffee shop boutique with a 1,700 sqft built-in office/conference open spaces to allow young professionals, students, working from home populations to find their nooks locally and nearby in Tomball without driving a distance. The office/conference space will be on the 2nd floor of the coffee shop with a private entrance sharing an open ceiling with the coffee shop. This will create a unique “coffee shop effect” office setting which will make it convenient for customers to host private meetings, office events, workshops, and remote working needs while grabbing their coffee/lunch.

In addition to the anchor coffee/office building, I will also build an additional 6,300 sqft retail space with 5 spaces, each space will have approximately 1,260 sqft. Potential tenants are medical related tenants and small business offices. The parking lot will have 51 parking spots with a potential installation of electrical ports for electrical vehicles. The location of our building strategically sits in the heart of Tomball medical center with steps away from Lone Star Community College. Having a community coffee shop with office built-in, I strongly believe that our business fits perfectly the unmet need of having a quick bite café while providing offsite office spaces for medical and corporate professional nearby. With a continuous tremendous growth of development in Tomball, the development of this site will bring great economic values to the city.

Project Cost and Timing

	Cost
1 acre land	\$600,000
Sitework and Building Cost	\$2,168,189
Generation Conditions	\$108,469
Insurance & Fees	\$170,000
Contingencies	152,000
Interior Build Out	\$500,000
Total Project Cost (Estimated)	\$3,698,658

The construction is estimated to start beginning of 2025 and completed by 4Q 2025

Benefits to Tomball

We are excited to bring this development to the City of Tomball and strongly believe that this commercial and community specialty coffee shop building will provide tremendous economic as well as culture benefits who Tomball. The benefits to Tomball include:

1. Fulfill the gap to provide a coffee shop / office spaces for medical professionals in Tomball
2. Create additional jobs for young full-time workers, part-time students, and the community
3. Create collaborative partnerships with other small businesses to cater complimentary products at our coffee shop to support our local business.
4. Increase new and additional traffic for newcomers to Tomball for students, young professionals, and other work-from-home corporate citizens
5. Increase property tax revenue to the City and Tomball ISD schools
6. Increase onsite office spaces for the work-from-home/work-from-anywhere to bring in more other business demands
7. Provide flexible/non-typical meeting spaces or corporate events for corporates/hospital nearby
8. Provide HCA Houston Healthcare Medical Center more options to fulfill a gap in bringing easy access to breakfast/food/coffee establishments nearby
9. Provide additional retail spaces for lease for all business and medical needs in Tomball which in return bring additional revenue to the City of Tomball.

All the Best,

Tam Duong

NIVIS SERIES LLC

Email: tduong@nivisco.com or info@cuppocoffee.com



CUPPO - Tomball - Impact Report

Scenario 1 with Client Data

Prepared By: Tomball EDC

Purpose & Limitations

This report presents the results of an economic and fiscal analysis undertaken by Tomball EDC using Impact Dashboard, a customized web application developed by Impact DataSource, LLC.

Impact Dashboard utilizes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in a custom user guide prepared for Tomball EDC.

This report, generated by the Impact Dashboard application, has been prepared by Tomball EDC to assist economic development stakeholders in making an evaluation of the economic and fiscal impact of business activity in the community. This report does not purport to contain all of the information that may be needed to conclude such an evaluation. This report is based on a variety of assumptions and contains forward-looking statements concerning the results of operations of the subject firm. Tomball EDC made reasonable efforts to ensure that the project-specific data entered into Impact Dashboard reflects realistic estimates of future activity. Estimates of future activity involve known and unknown risks and uncertainties that could cause actual results, performance, or events to differ materially from those expressed or implied in this report.

Tomball EDC and Impact DataSource make no representation or warranty as to the accuracy or completeness of the information contained herein, and expressly disclaim any and all liability based on or relating to any information contained in, or errors or omissions from, this information or based on or relating to the use of this information.

Introduction

This report presents the results of an economic impact analysis performed using Impact Dashboard, a model developed by Impact DataSource. The report estimates the impact that a potential project will have on the local economy and estimates the costs and benefits for local taxing districts over a 10-year period.

Economic Impact Overview

The table below summarizes the economic impact of the project over the first 10 years in terms of job creation, salaries paid to workers, and taxable sales.

SUMMARY OF ECONOMIC IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Jobs	30.0	6.9	36.9
Annual Salaries/Wages at Full Ops (Yr 5)	\$1,640,933	\$890,235	\$2,531,169
Salaries/Wages over 10 Years	\$5,094,262	\$2,763,726	\$7,857,988
Taxable Sales/Purchases in City of Tomball	\$1,756,566	\$34,547	\$1,791,113

Totals may not sum due to rounding

The Project may result in new residents moving to the community and potentially new residential properties being constructed as summarized below.

SUMMARY OF POPULATION IMPACT OVER 10 YEARS IN CITY OF TOMBALL			
IMPACT	DIRECT	SPIN-OFF	TOTAL
Workers who will move to City of Tomball	0.8	0.2	1.0
New residents in City of Tomball	2.1	0.5	2.6
New residential properties constructed in City of Tomball	0.1	0.0	0.1
New students to attend local school district	0.4	0.1	0.5

Totals may not sum due to rounding

The new taxable property to be supported by the Project over the next 10 years is summarized in the following table.

SUMMARY OF TAXABLE PROPERTY OVER THE FIRST 10 YEARS IN CITY OF TOMBALL							
YR.	NEW RESIDENTIAL PROPERTY	LAND	BUILDINGS...	FF&E	INVENTORIES	NON-RESIDENTIAL PROPERTY	TOTAL PROPERTY
1	\$11,631	\$550,000	\$2,601,821	\$200,000	\$200,000	\$3,551,821	\$3,563,452
2	\$17,796	\$1,155,000	\$2,862,501	\$230,000	\$220,000	\$4,467,501	\$4,485,297
3	\$24,202	\$1,819,620	\$3,144,549	\$255,000	\$242,000	\$5,461,169	\$5,485,371
4	\$30,858	\$2,548,854	\$3,450,221	\$275,000	\$266,200	\$6,540,275	\$6,571,132
5	\$37,770	\$3,348,100	\$3,781,429	\$290,000	\$292,820	\$7,712,349	\$7,750,119
6	\$38,525	\$3,415,062	\$3,857,057	\$250,000	\$0	\$7,522,119	\$7,560,645
7	\$39,296	\$3,483,363	\$3,934,198	\$210,000	\$0	\$7,627,562	\$7,666,858
8	\$40,082	\$3,553,031	\$4,012,882	\$170,000	\$0	\$7,735,913	\$7,775,995
9	\$40,883	\$3,624,091	\$4,093,140	\$130,000	\$0	\$7,847,231	\$7,888,115
10	\$41,701	\$3,696,573	\$4,175,003	\$110,000	\$0	\$7,981,576	\$8,023,277

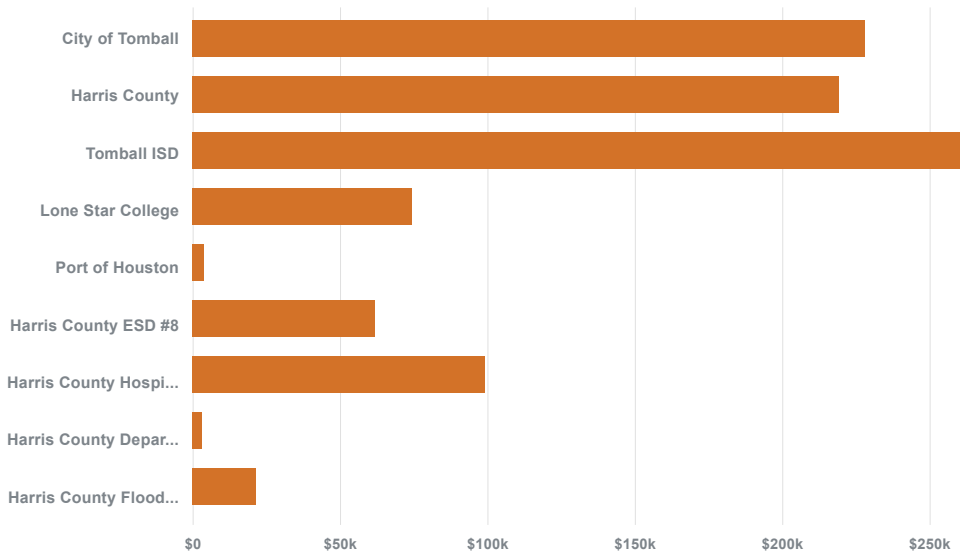
Fiscal Impact Overview

The Project will generate additional benefits and costs, a summary of which is provided below. The source of specific benefits and costs are provided in greater detail for each taxing district on subsequent pages.

FISCAL NET BENEFITS OVER THE NEXT 10 YEARS				
	BENEFITS	COSTS	NET BENEFITS	PRESENT VALUE*
City of Tomball	\$512,749	(\$284,717)	\$228,031	\$176,024
Harris County	\$263,157	(\$43,738)	\$219,419	\$164,591
Tomball ISD	\$712,590	(\$450,191)	\$262,399	\$196,670
Lone Star College	\$74,309	\$0	\$74,309	\$55,670
Port of Houston	\$3,964	\$0	\$3,964	\$2,970
Harris County ESD #8	\$62,029	\$0	\$62,029	\$46,470
Harris County Hospital District	\$99,053	\$0	\$99,053	\$74,207
Harris County Department of Education	\$3,315	\$0	\$3,315	\$2,483
Harris County Flood Control	\$21,443	\$0	\$21,443	\$16,065
Total	\$1,752,608	(\$778,646)	\$973,962	\$735,151

*The Present Value of Net Benefits expresses the future stream of net benefits received over several years as a single value in today's dollars. Today's dollar and a dollar to be received at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or each taxing entity's discount rate. This analysis uses a discount rate of 5.0% to make the dollars comparable.

Net Benefits Over the Next 10 Years

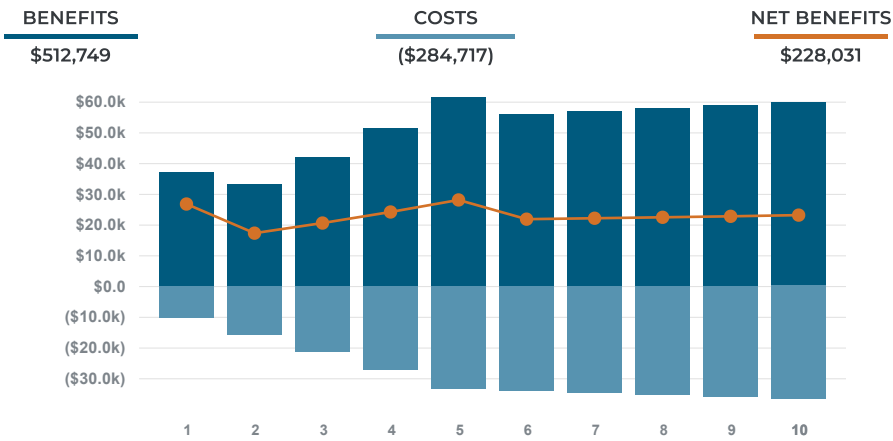


City of Tomball Fiscal Impact

The table below displays the estimated additional benefits, costs, and net benefits to be received by City of Tomball over the next 10 years of the Project.

NET BENEFITS OVER 10 YEARS: CITY OF TOMBALL			
BENEFITS	PROJECT	HOUSEHOLDS	TOTAL
Sales Taxes	\$33,858	\$1,964	\$35,822
Real Property Taxes	\$185,104	\$0	\$185,104
FF&E Property Taxes	\$6,218	\$0	\$6,218
Inventory Property Taxes	\$3,581	\$0	\$3,581
New Residential Property Taxes	\$0	\$947	\$947
Hotel Occupancy Taxes	\$233	\$0	\$233
Building Permits and Fees	\$0	\$0	\$0
Utility Revenue	\$164,269	\$13,359	\$177,628
Utility Franchise Fees	\$9,434	\$764	\$10,199
Miscellaneous Taxes and User Fees	\$86,019	\$6,997	\$93,016
Benefits Subtotal	\$488,717	\$24,032	\$512,749
COSTS	PROJECT	HOUSEHOLDS	TOTAL
Cost of Government Services	(\$82,412)	(\$6,684)	(\$89,096)
Cost of Utility Services	(\$180,918)	(\$14,703)	(\$195,621)
Costs Subtotal	(\$263,330)	(\$21,387)	(\$284,717)
Net Benefits	\$225,387	\$2,644	\$228,031

Annual Fiscal Net Benefits for City of Tomball



RESOLUTION NO. 2024-45-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION’S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT PERFORMANCE AGREEMENT BY AND BETWEEN THE CORPORATION AND NIVIS SERIES, LLC, TO PROMOTE AND DEVELOP NEW OR EXPANDED BUSINESS ENTERPRISES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Tomball Economic Development Corporation (the “TEDC”), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the “Act”), desires to adopt projects and provide incentives for economic development within the City; and

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Thirty Four Thousand One Hundred and Seventy Dollars (\$34,170.00) found by the Board to be required or suitable to promote a new business development by NIVIS SERIES, LLC; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

WHEREAS, City Council finds and determines that such project promotes new or expanded business enterprises and is in the best interests of the citizenry; now, therefore,

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Thirty Four Thousand One Hundred and Seventy Dollars (\$34,170.00) to NIVIS SERIES, LLC, in accordance with an economic development agreement by and between the TEDC and NIVIS SERIES, LLC, to promote and develop a new or expanded business enterprises, to be located at 424 Holderrieth Blvd, Tomball, Texas 77375.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution 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 Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this 2nd day of December, 2024.

PASSED, APPROVED, AND RESOLVED on second and final reading this _____ day
of _____, 202__.

Lori Klein Quinn, Mayor

ATTEST:

Tracy Garcia, City Secretary

AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **NIVIS SERIES, LLC**. (the “Company”), 17511 Stamford Oaks Drive, Tomball, TX 77377.

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to endeavor to attract industry, create and retain primary jobs, expand the growth of the City of Tomball (the “City”), and thereby enhance the economic stability and growth of the City; and

WHEREAS, the Company proposes to develop a .9995-acre tract of land within the City, located at 424 Holderrieth Blvd., Tomball, Texas 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company plans to expend over Three Million Dollars (\$3,000,000) to construct a 4,000 square-foot and a 6,300 square-foot commercial building and related site improvements (the “Improvements”) on the site, more particularly described in Exhibit “B,” attached hereto and made a part hereof; and

WHEREAS, the Board of Directors of the TEDC has determined that the Project will stimulate growth and development, and will promote new and expanded business development in the City and the surrounding area; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Thirty-Four Thousand One Hundred and Seventy Dollars (\$34,170.00), or an amount equal to up to ten percent (10%) of actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to promote and develop new business enterprises on the Property. The infrastructure found by the Board of Directors of TEDC to be required to develop the Property are certain drainage facilities and related improvements, site improvements, water, sanitary sewer, gas, and electric utilities to the exterior of the buildings (the “Infrastructure Improvements”), identified and described in Exhibit “C,” attached hereto and made a part hereof; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

The Company covenants and agrees that it will construct and maintain on the Property a 4,000 square-foot and a 6,300 square-foot commercial building (the “Improvements”) identified and described in Exhibit “B,” attached hereto and made a part hereof. In conjunction with the development of the Property, the Company further agrees to construct the Improvements contemplated by this Agreement, in accordance with the requirements of the ordinances of the

City and the plans and specifications approved by the City. The Company further represents and agrees that it will certify the costs of the construction of such Infrastructure Improvements to the TEDC prior to construction.

2.

Construction of the Improvements on the Property, including construction of the Infrastructure Improvements, must commence within 180 days from the date of this Agreement (the “Start Date”), and the Company shall notify the TEDC of such Start Date. The construction of the Improvements to the Property, including construction of the Infrastructure Improvements, shall be completed, and all necessary occupancy permits from the City shall be obtained within eighteen (18) months from the Effective Date of this agreement. Extensions of these deadlines due to extenuating circumstances or uncontrollable delay may be granted by the Board of Directors of the TEDC at its sole discretion.

3.

This Agreement shall become enforceable upon the Effective Date and shall remain in effect for five (5) years, unless terminated or cancelled earlier (the “Term”).

4.

By the end of the Term, the Company shall provide evidence to the TEDC that the Improvements are directly responsible for the creation of thirty (30) jobs in the City. The Company further covenants and agrees that the Company or any owner or leasee of the Improvements does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States.

5.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to reimburse the Company for the actual cost of the Infrastructure Improvements up to the amount of Thirty-Four Thousand One Hundred and Seventy Dollars (\$34,170.00), or an amount equal to ten percent (10%) of actual construction costs if less than the sum stated above upon completion of construction and occupancy of each commercial space. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the cost of constructing the Infrastructure Improvements; (b) a copy of the City's occupancy permit for the improvements to the Property; (c) certification that the Infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (d) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been released; and (e) Proof of payment to all vendors, contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all vendors, contractors and subcontractors.

6.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ($\frac{1}{2}\%$) per annum, within thirty (30) days after the TEDC notifies the

Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus one-half percent ($\frac{1}{2}\%$) per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds. Such reimbursement shall be due and payable thirty (30) days after the Company receives written notice of default.

7.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, lessees, affiliates, and subsidiaries, and shall remain in force whether the Company sells, leases, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

8.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such

notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

If to Company: NIVIS SERIES, LLC
17511 Stamford Oaks Drive
Tomball, Texas 77377
Attn: Tam Duong
Owner, NIVIS SERIES, LLC

9.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

10.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

11.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance.

12.

This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2025 (the "Effective Date").

NIVIS SERIES, LLC

By: _____
Name: Tam Duong, Owner
Title: Owner

ATTEST:

By: _____
Name: _____
Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name:

Title: President, Board of Directors

ATTEST:

By: _____

Name:

Title: Secretary, Board of Directors

DRAFT

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2025, by Tam Duong, Owner, NIVIS SERIES, LLC for and on behalf of said company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the __12th__ day of
_November_____ 2024, by _____, President of the Board of Directors of the Tomball
Economic Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit A

Legal Description of Property

RESTRICTED RESERVE "B" .9995 ACRES – PROFESSIONAL MEDICAL PLAZA
REPLAT NO. 1

424 HOLDERRIETH BLVD, TOMBALL, TX 77375

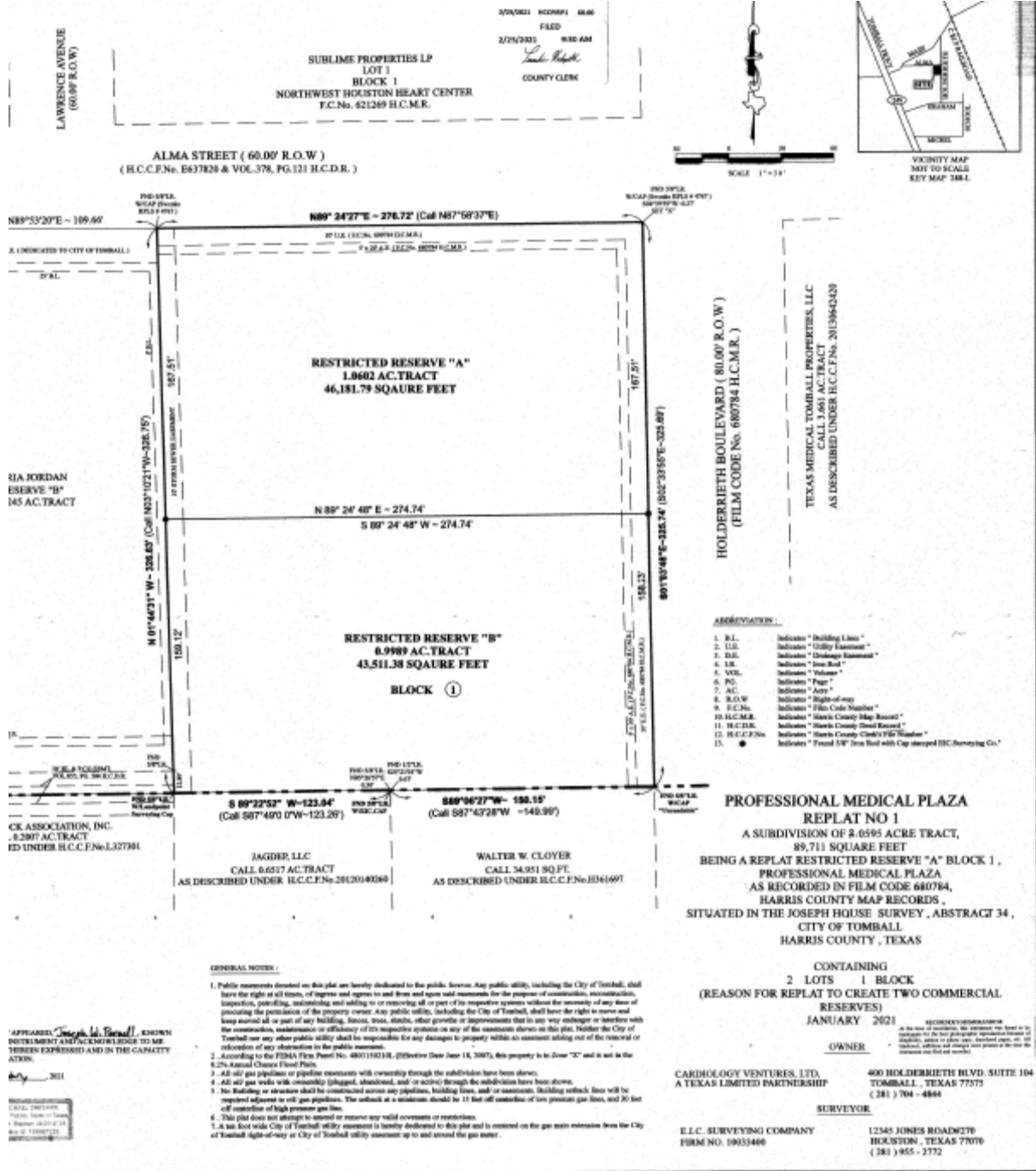


Exhibit B
Description of Improvements

Construction of a 4,000 square foot and a 6,300 Square foot of commercial building and related site improvements located at 424 Holderrieth Blvd., Tomball, TX 77375.

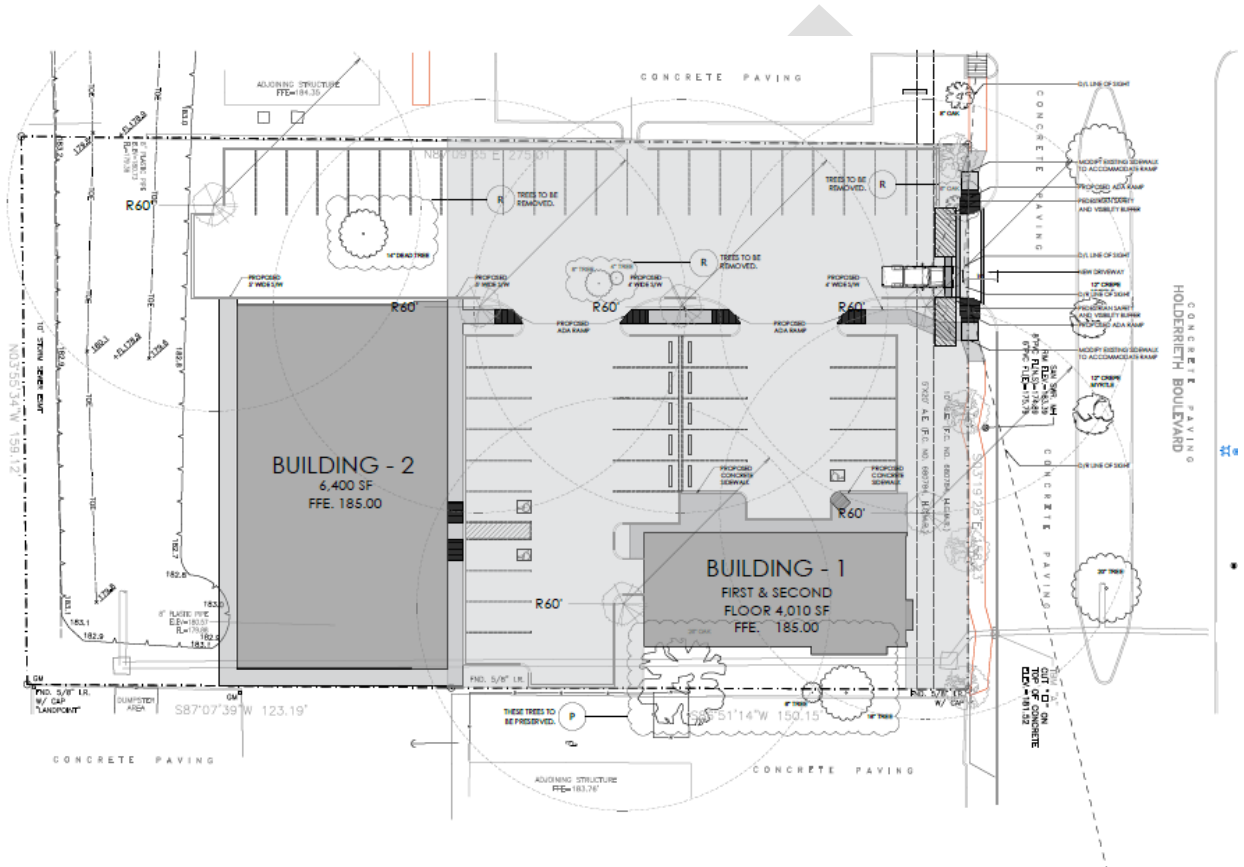


Exhibit C

Description of Infrastructure Improvements

Targeted Infrastructure	TOTAL COST
SITE PREP	\$ 36,200.00
SURVEYING	\$ 2,500.00
DEMOLITION	\$ 8,500.00
EROSION CONTROL	\$ 17,400.00
SEWER AND WATER	\$ 23,000.00
STORM DRAIN	\$ 27,600.00
ELECTRIC	\$ 200,000.00
SWPPP	\$ 26,500.00
TOTAL SITE COSTS	\$ 341,700.00

TOMBALL

ECONOMIC DEVELOPMENT CORP.

TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: December 2, 2024

SUBJECT: Niky's Mini Donuts, LLC

ITEM TYPE: Action

The Tomball Economic Development Corporation has received a request from Analyn Norato, Manager/ Co-Owner, of Niky's Mini Donuts, LLC for funding assistance through the TEDC's Rental Incentive Program for a new donut shop and dessert franchise.

Ms. Norato plans to open a family-owned dessert franchise in Tomball that serves fresh mini donuts, a wide assortment of candy, specialty coffee, ice cream, and more. Niky's Mini Donuts plans to locate their business at 1417 Graham Drive, Suite 400, Tomball, Texas 77375. The space is approximately 1,875 square feet located in the new Headquarters TOO development.

The goal of the TEDC's Rental Incentive Program is to assist in the establishment of new businesses in existing vacant spaces and to stimulate commercial investment in the City of Tomball. In accordance with the Rental Incentive Program Policy, the proposed performance agreement is for 25% of the base monthly rent for the first year of operation only, not to exceed \$10,000.00 per business.

The lease agreement that was submitted in conjunction with the request letter shows a five-year lease commitment with a monthly rent amount of \$4,837.50 for the first 12 months. The proposed grant amount is \$10,000.00, payable after the first year of operation based on landlord verification of rents paid and meeting the performance agreement criteria.

Noratwins LLC DBA Niky's Mini Donut

1417 Graham Dr. Ste 400, Tomball, TX 77375
2326 Scarlett Pine Bend Tomball, TX 77375 (Registered Business Address)
Phone: 346.588.3436 | **Web:** nikysminidonuts.com

November 4, 2024

Tiffani Wooten, CEcD
Assistant Director
Tomball Economic Development Corporation

Dear Tiffani,

Niky's Mini Donut Shop is a family-owned dessert franchise coming soon to Tomball, TX, and we're excited to establish our very first business here. Our shop will be a family-friendly space where visitors can enjoy fresh mini donuts, a wide assortment of candy, specialty coffee, ice cream, and more. Our goal is to offer high-quality treats and a welcoming atmosphere for families, friends, and neighbors to gather and create memories.

As we prepare to open, we've been actively engaging with the community, including participating in local initiatives like Tidy Up Tomball, and we're committed to supporting Tomball's growth and community spirit. Our founder/franchisor has started participating in fundraising events with local Tomball schools, and we're excited to continue supporting these initiatives in the future. Building connections with our community is essential to us, and we aim to be a positive presence in Tomball, both through our products and contributions.

As a new franchise, there are considerable initial expenses involved in building and establishing our presence. We are applying for the Rental Incentive Grant to help offset these early costs, allowing us to focus on enhancing our offerings for our future customers. This support would enable us to better serve the Tomball community, generate local jobs, and add to the area's thriving local economy.

Thank you very much for considering our application. We look forward to the opportunity to contribute to the Tomball community with the support of the Tomball Economic Development Corporation.

Sincerely,



Analyn Norato
Manager / Co Owner
Niky's Mini Donuts Tomball



NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART A –BUSINESS OWNER APPLICATION

The New Business Rental Incentive Program seeks to reduce area vacancies and facilitate the establishment of new businesses in previously underutilized areas of the City. The intent of the program is to facilitate business growth and expansion by assisting businesses in leasing space. All grant award decisions of the Tomball Economic Development Corporation (TEDC) Board of Directors are discretionary and final. Through the Program, the TEDC will provide up to 25% of the base monthly rent for the first year of operation only, not to exceed \$10,000 per business.

Business Owner Applicant Information

Name of Business: Niky's Mini Donuts Tomball

Current Business Physical Address: 1431 Graham Dr. Ste # 400

City, State & Zip Tomball, TX 77375

Mailing Address: 2326 Scarlett Pine Bend

City, State & Zip Tomball, TX 77375

Business Phone: (346) 588 3436 / (626) 536 3281

Business Website: nikysminidonuts.com

Business Owner Name: Analyn & Enrique Norato

Applicant's Name (if different): Analyn Norato

Position /Title: Manager

Phone and Email: (346) 588 3436

Nature of Business: Dessert Shop

NAICS Code: 722515

Legal Form of Business:

- Sole Proprietor
- Partnership Number of Partners _____
- Corporation
- Limited Liability Corp
- Other _____

Days and Hours of Operation

Days Open: Mon-Sun

Hours Open: 11AM-10PM

Business Start/Opening Date 04-01-2025

Employees

Full Time Employees (40 hours per week): 2

Part Time Employees (less than 40 hours per week): 4

Does the Business Owner Have any Relationship to the Property Owner/Landlord?

No Yes (please explain)

Moving and Space Improvement Cost and Funding Information

Investment Data

Tenant Space Improvement (finish)	\$ <u>200,000</u>
Landlord Space Improvement (finish)	\$ <u>63,750</u>
Equipment and Display	\$ <u>122,618</u>
Product Stock (for Opening)	\$ <u>17,500</u>
Marketing (First Year)	\$ <u>6,500</u>

Sources of Funding for Move/Expansion

Funds invested by owner	\$ <u>52,000</u>
Funds from other sources*	\$ <u>468,000</u>
Total estimated cost to move/expand	\$ <u>520,000</u>

* Source of Funding and Amounts SBA loan which will also include equity injection by owner

New Lease Property Information

Address of space to be leased: 1431 Graham Dr. Tomball, TX 77375

Total amount of square feet to be leased and occupied: 1875

Term of lease (minimum 3 years): 5 years

Gross rental rate \$ 6,094 per month \$ 39 per s.f.

Additional lease terms and other monthly charges: Base rent \$31+ \$8 NNN 1-2 years

Indicate any rate increases: Base rent \$33+ NNN year 3-5

Certification

By signing below, the Business Owner of record (applicant) understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the business owner's knowledge. Business owner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The business is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.
6. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the TEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the TEDC. The form of such payment shall be a cashier's check or money order, made payable to the Tomball Economic Development Corporation. The TEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

AnalyN Norato

Printed Name of Principal Owner



Signature

10/24/2024

Date

Please submit the completed application along with a copy of the Proposed Lease Agreement to:

Kelly Violette

Tomball Economic Development Corporation

29201 Quinn Road, Suite B

Tomball, TX 77375

For further questions about the Program, please contact Kelly Violette, Executive Director, at 281.401.4086 or kviolette@tomballtxedc.org.



NEW BUSINESS RENTAL INCENTIVE PROGRAM

PART B – PROPERTY OWNER/LANDLORD APPLICATION

Complete all items carefully and accurately to the best of your knowledge and return with a copy of Proof of Ownership to:

Kelly Violette
Tomball Economic Development Corporation
29201 Quinn Road, Suite B
Tomball, TX 77375

Property Address: 1417 Graham Drive, Tomball, TX 77375

Property Owner of Record: HeadquartersTooLLC

Mailing Address: 1431 Graham Drive, Suite 175

City, State & Zip Tomball TX 77375

Phone: 7139991927 Email: peter@tpc-re.com

Name(s) of Authorized Signatories: Peter Licata

Name of Management Company: TPC Real Estate

Name of Representative/Contact Person: Peter Licata

Management Company Address: Same as above

City, State & Zip _____

Phone: _____ Email: same as above

Name of proposed business at site:

Niky's

Name of business owner:

Analyn Norato

DOES THE BUSINESS OWNER OR THE BUSINESS HAVE ANY RELATIONSHIP TO THE
PROPERTY OWNER/LANDLORD? NO YES Please explain

SITE & LEASE INFORMATION

Total amount of square feet to be leased and occupied by business: 1875

Term of lease: 5 years

Gross rental rate \$6094 per month \$39 per s.f.

Additional lease terms and other monthly charges: _____

Indicate any rate increases: increase of \$2 sf after year 2

Is the subject space currently vacant? Yes No

If yes, how long has the space been vacant? 4 months

Name of previous tenant: na

Previous Rental Rate: \$na Per Month \$na Per Square Foot

CERTIFICATIONS

Are all real estate and personal property taxes due the City of Tomball paid in full?

Subject Property: YES NO (Please explain on supplemental sheet)

Other Properties: YES NO N/A

Are all City of Tomball water and sewer bills due paid in full?

Subject Property: YES NO (Please explain on supplemental sheet)

Other Properties: YES NO N/A

Have you been cited for any existing zoning, building or property maintenance code violations that remain uncorrected?

Subject Property: YES NO (Please explain on supplemental sheet)

Other Properties: YES NO N/A

Are you involved in any litigation with the City of Tomball?

YES (Please explain on supplemental sheet)

NO

By signing below, the Landlord/Property Owner of record understands and agrees to the following:

1. All information contained in this application, the attached exhibits and other materials submitted in connection with this application are true and accurate to the best of the land owner's knowledge. Landowner understands and agrees that false or untruthful information may be grounds for the TEDC to stop processing this application or to withdraw any approval previously obtained based in whole or in part on such false or untruthful statements.
2. The TEDC is under no obligation to approve the request contained in the application. No promises of approval are conveyed with the acceptance of this application.
3. All tax obligations to the City of Tomball are current.
4. The property is currently in good standing with the City, and has no pending municipal code violations.
5. The business is not currently occupying the space with or without a lease in place.

Headquarters Too LLC

Printed Name of Property Owner/Landlord



Signature

Oct 30, 2024

Date



COMMERCIAL LEASE CONSTRUCTION ADDENDUM (Tenant to Complete Construction)

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ADDENDUM TO THE COMMERCIAL LEASE BETWEEN THE UNDERSIGNED PARTIES CONCERNING THE LEASED PREMISES AT 1417 Graham Drive, Tomball, TX 77375

The following provisions apply and will control in the event of a conflict with other provisions stated in the lease:

A. Execution and License to Enter: This addendum is executed as a part of the above-referenced lease. Landlord authorizes Tenant to construct the improvements described in this addendum provided that Tenant complies with all of the terms of this addendum. In the event the term of the lease has not yet commenced, Landlord grants Tenant a license to enter into the Property and the leased premises effective upon lease execution for the purposes of constructing the improvements described under this addendum. This license is made under all the terms and provisions in the lease, except as to the covenant to pay rent.

B. Construction Costs: Tenant will pay the full cost to construct the improvements that Tenant is to construct under this addendum, including but not limited to the cost of material, engineering studies, environmental studies, contractors, permits, plans, architects, inspectors, subcontractors, and materialmen. Not later than 10 days after the construction is complete and Tenant has satisfied all of Tenant's obligations under this addendum, Landlord will reimburse Tenant the cost to construct the improvements in an amount that does not exceed \$63,750.00

C. Approval of Plans:

(1) Not later than 12/31/2024, Tenant will submit to Landlord plans and specifications detailing the improvements Tenant desires to complete to the leased premises. The plans must detail all architectural, mechanical, electrical, and plumbing requirements for the improvements and must describe the proposed improvements along with the materials to be used and the interior floor plan of the leased premises. The plans must be drawn by a licensed professional architect in accordance with generally accepted architectural standards or by another person approved by Landlord and must be sufficient for a contractor to use to construct the desired improvements.

(2) Within 10 days after Landlord receives the plans in accordance with Paragraph C(1), Landlord will notify Tenant whether the plans are "approved" or "disapproved" by marking such on the plans and delivering the plans back to Tenant. Landlord will not unreasonably withhold approval of the plans. If Landlord does not notify Tenant of a disapproval within the time specified, the plans will be deemed approved.

(3) If the plans are disapproved, Landlord will detail the reasons for the disapproval either on the plans or in a separate notice to Tenant. If the plans are disapproved, Tenant will, within 15 days after receipt of the disapproval notice from Landlord, submit amended plans to Landlord that incorporate revisions necessary to satisfy Landlord's reasons for the disapproval. Landlord will not unreasonably withhold approval of any amended plans. If Tenant is unable or unwilling to satisfy Landlord's reasons for disapproval by _____, and:

(a) if this addendum is executed after the lease commenced, then Tenant will not construct the improvements and this Addendum will have no further effect; or

(b) if this addendum is executed before the lease commences the lease will terminate and Landlord will refund any security deposit and advanced rent paid by Tenant.

(4) "Final plans" means the plans that Landlord approves under this Paragraph C.

D. Change Orders: Tenant must obtain Landlord's advanced written approval of any proposed changes to the final plans. Landlord will approve or disapprove any proposed change within 10 days after Landlord receives a copy of the proposed change order from Tenant. Landlord will not unreasonably withhold approval of any proposed change order. If Landlord does not notify Tenant of a disapproval of a proposed change order within the time specified, the proposed change order is deemed approved.

E. Contractor: Before construction begins Tenant will enter into a written construction contract with a contractor(s) acceptable to Landlord to construct the improvements in accordance with the final plans. Any subcontractors employed by Tenant or Tenant's contractors must be acceptable to Landlord. Landlord will not unreasonably withhold approval of contractors and subcontractors.

F. Construction:

(1) Tenant will diligently complete the improvements in accordance with the final plans and will satisfy any requirements of any governmental authorities having jurisdiction over the improvements. The construction of the improvements must be performed in a good workmanlike manner and must comply with all applicable laws, ordinances, rules, and governmental orders and regulations. Construction of the improvements may not:

- (a) damage the Property except as specifically permitted by the final plans, including but not limited to damage to or interference with any structural component, system, or part of the Property;
- (b) interfere with the rights or operations of any other tenant in the Property or with Landlord's management of the Property; and
- (c) not obstruct any common area, walk, or drive except as Landlord permits.

(2) Landlord and Landlord's designees may inspect the construction of the improvements from time to time. If Landlord notifies Tenant of any construction defect or non-compliance with the final plans, Tenant must promptly correct the defect or non-compliance.

(3) All construction staging areas and dumpster locations are subject to Landlord's approval. Construction debris will not be allowed to accumulate on the Property. All construction debris will be completely removed from the Property upon completion of construction.

G. Completion:

(1) Tenant must substantially complete the construction of the improvements to the leased premises in accordance with this addendum on or before 03/01/2025.

Except as provided in this paragraph, the failure to complete construction of the improvements by the date specified does not relieve Tenant of Tenant's obligations to pay rent or satisfy other terms and conditions of the lease. The time by which Tenant must complete construction may be extended only if: (a) Landlord causes the delay; (b) governmental authorities delay issuing permits or performing inspections through no fault of Tenant; or (c) a construction delay is caused by strike, lock-out, shortage of material, governmental restriction, riot, flood, or a cause outside Tenant's control. Any extension under this paragraph may be exercised by Tenant only if Tenant promptly notifies Landlord in writing of the extension after Tenant knows or has reason to know of any applicable delay which is cause for an extension. Any extension under this paragraph may not exceed the lesser of: the number of days of the delay caused by the specified cause for the delay or _____ days. If a delay authorized by this Paragraph applies, the Commencement Date and Expiration Date of the lease shall likewise be extended along with an appropriate adjustment in the rent due dates. If a delay is caused by Landlord and the delay exceeds the time for which an extension is permitted under this paragraph, Tenant may exercise its remedies under the default provision of the lease.

- (2) Construction is complete when all the improvements are constructed in accordance with the final plans and Tenant provides Landlord with: (a) a final certificate executed by the supervising person; and (b) if required by a governmental body, a certificate of occupancy permitting Tenant to occupy the leased premises for the purposes set forth in the lease.
- (3) The supervising person is _____ . The certificate of the supervising person is conclusive in any dispute involving the construction performed or required to be performed under this addendum.

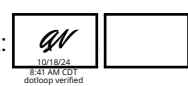
H. No Liens:

- (1) Tenant guarantees that Tenant will pay all costs of any liability related to the construction of the improvements described in this addendum and further guarantees the lien-free completion of the improvements against the leased premises and Property. Tenant may not create or place any lien or encumbrance, of any kind, upon the leased premises or Property that encumbers Landlord's interest in the leased premises or Property.
- (2) Before Landlord reimburses Tenant for the cost of the improvements, Tenant must:
 - (a) deliver to Landlord a waiver of liens in recordable form acceptable to Landlord from each contractor, subcontractor, and materialman. The waivers must specify that: (a) the contractor, subcontractor, or materialman waive any and all claims against Landlord and waive any and all lien rights against Landlord's interest in the leased premises and Property; and (b) the contractor or subcontractor agree to hold Landlord harmless from any and all claims arising from or in connection with its work or materials;
 - (b) obtain any required certificate of occupancy; and
 - (c) commence business in the leased premises.
- (3) If any lien is filed or asserted against any portion of the leased premises or Property as a result of the acts of Tenant or Tenant's contractors, subcontractors, or materialmen, Tenant must remove any such lien or lien claim within 20 days after receipt of notice from Landlord.
- (4) Tenant will indemnify and keep Landlord harmless from all damages, costs, expenses, and attorney's fees that may arise from any lien or claim that may be filed or threatened as a result of the improvements to be constructed under this addendum.

I. Bonds: Before commencement of any construction, Tenant and Tenant's contractors, at no cost to Landlord, must post the following bonds in favor of the Landlord in the amounts specified: _____

J. Insurance:

- (1) Before any construction commences, Tenant must deliver to Landlord evidence that the insurance required by Paragraph 8A of the lease will be in effect not later than the day construction begins.
- (2) Before any construction commences, Tenant must deliver to Landlord certificates of insurance, from insurers acceptable to Landlord, evidencing that any contractor maintains insurance to protect Landlord, Tenant, and the contractor from:
 - (a) workman compensation claims and other employee benefit acts in an amount not less than \$150,000 _____ per occurrence;
 - (b) claims for damages from bodily injury or death to employees and others in an amount not less than \$100,000 _____ per person and \$100,000 _____ per occurrence; and



(c) property damage in an amount not less than \$250,000 per occurrence.

(3) The insurance required by this Paragraph J must cover any and all claims that may arise out of or as a result of the operations of the contractor or the contractor's subcontractor(s).

(4) The coverage required by this Paragraph J must be maintained by Tenant or Tenant's contractors, at Tenant's or the contractors' sole expense, during all times of any construction period. If Tenant fails or if any of Tenant's contractors fail to maintain the required insurance in full force and effect at all required times, Landlord may:

- (a) purchase such insurance on behalf of Tenant or the contractor(s) and Tenant must immediately reimburse Landlord for such expense; or
- (b) exercise Landlord's remedies for Tenant's default under the lease.

K. Tenant's Assumption of Liability: Tenant must promptly pay and discharge all costs, expenses, claims for damages, liens, lien claims, and any other liabilities which may arise from or in connection with the construction of the improvements described in this addendum. Tenant agrees to hold Landlord harmless from all costs, expenses, damages, liens, lien claims, and any other liabilities, which may arise from or in connection with the construction of the improvements described in this addendum.

L. Special Provisions: *(If applicable, include any business details, factual statements, or any requirements the parties must satisfy [for example, Landlord's obligation to complete shell construction by a certain date or by the time the license under Paragraph A commences].)*

Landlord: HEADQUARTERS TOO LLC

Tenant: NORATWINS LLC

By: _____

By: _____

By (signature):

By (signature): *AnalyN Norato* dotloop verified
10/18/24 8:41 AM CDT
ECTV-WCKS-690M-672X

Printed Name: _____

Printed Name: AnalyN Norato

Title: _____

Title: Manager

By: _____

By: _____

By (signature):

By (signature):

Printed Name: _____

Printed Name: Enrique Norato

Title: _____

Title: Member



COMMERCIAL LANDLORD'S RULES AND REGULATIONS

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REGARDING THE COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT _____
1417 Graham Drive, Tomball, TX 77375

NOTICE: These rules and regulations are adopted to maintain and enhance the safety and appearance of the Property. From time to time Landlord, at its discretion, may amend these rules and regulations for the purposes for which they were adopted. Under the above-referenced lease, Tenant agrees to comply with these rules and regulations as they may be amended. Exceptions or waivers must be authorized by Landlord in writing. "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, walks, and landscaped areas.

- A. Goods, merchandise, equipment, or any personal property may not be stored on the Property, except for inventory within the leased premises necessary for Tenant's normal business operations.
- B. Food is not permitted on the Property, except as inventory for sale and for a small amount of food for Tenant's personal consumption.
- C. Other than those provided by Landlord or specifically authorized by Landlord, no vending machines are permitted on the Property.
- D. The Property may not be used for lodging or sleeping quarters in any manner.
- E. Unless authorized by law or the lease, no animals may be brought or kept on the Property.
- F. No obstruction or interference that impedes use of the common areas, walks, drives, loading areas, parking areas, corridors, hallways, vestibules, and stairs is permitted on the Property.
- G. Persons parking on the Property must comply with all posted signs and directions regulating the parking areas.
- H. No flammable, toxic, noxious, or hazardous materials may be kept on the Property except for over-the-counter cleaning materials kept in enclosed storage closets or cabinets.
- I. Tenants moving in or out of the Property must use only the service entrances and service elevators during the move. All moves must be made at times that do not cause inconvenience in the normal use of the Property.
- J. Deliveries and shipping of goods and merchandise in or out of the Property must be made only through the service entrances, service elevators, loading docks, or other designated shipping and receiving areas. Shipments and deliveries must be made at times that do not cause inconvenience to tenants or patrons on the Property.
- K. Leased premises must be kept clean and free of debris. Trash must be deposited into appropriate receptacles. Trash receptacles controlled by Tenant must not be allowed to overflow, attract rodents or vermin, or emit odors.

(TXR-2108) 1-26-10

Initialed for Identification by Landlord:

and Tenant: 



Page Page 55

Landlord's Rules and Regulations concerning 1417 Graham Drive, Tomball, TX 77375

- L. Repair requests must be submitted to Landlord in writing in compliance with the lease.
- M. No modification to the Property and leased premises may be made unless authorized by Landlord, in writing, or permitted by the lease.
- N. No illegal or offensive activity is permitted on the Property nor is any activity that constitutes a nuisance or interferes with the rights of other tenants.
- O. Unless specifically authorized by Landlord, no solicitation or business operations are permitted in the common areas.
- P. Other:

--	--





COMMERCIAL LEASE GUARANTY

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GUARANTY TO COMMERCIAL LEASE CONCERNING THE LEASED PREMISES AT _____ **between**
1417 Graham Drive, Tomball, TX 77375 _____ **(Landlord) and**
Headquarters TOO LLC _____ **(Tenant).**
NORATWINS LLC _____

- A. In consideration for Landlord leasing the leased premises to Tenant, the undersigned Guarantor (whether one or more) guarantee Tenant's performance under the above-referenced lease.
- B. If Tenant fails to timely make any payment under the lease, Guarantor will promptly make such payment to Landlord at the place of payment specified in the lease. Guarantor is also responsible for any property damage to the leased premises or Property (as defined in the lease) for which Tenant is responsible under the lease. If Tenant breaches the lease, Guarantor will: (i) cure the breach as may be required of Tenant by the lease; or (ii) compensate Landlord for Landlord's loss resulting from the breach.
- C. Guarantor guarantees Tenant's obligations under the lease regardless of any modification, amendment, renewal, extension, or breach of the lease. Guarantor waives any rights to notices of acceptance, modification, amendment, extension, or breach of the lease. Each Guarantor is jointly and severally liable for all provisions of this guaranty. This guaranty is binding upon Guarantor's heirs, executors, administrators, successors, and assigns. Filing for bankruptcy by Tenant will not diminish Guarantor's obligations under this guaranty.
- D. The laws of the State of Texas govern the interpretation, validity, performance, and enforcement of this guaranty. Any person who is a prevailing party in any legal proceeding brought under or related to this guaranty is entitled to recover attorney's fees from the nonprevailing party.
- E. Guarantor authorizes Landlord to obtain a copy of any consumer or credit report of Guarantor from any consumer reporting agency and to verify relevant information related to Guarantor's creditworthiness from other persons such as banks, creditors, employers, existing and previous landlords, and other persons.
- F. Guarantor will provide Guarantor's current financial information (balance sheet and income statement) to Landlord within 30 days after request by Landlord. Landlord may request the financial information no more frequently than once every 12 months.
- G. Special Provisions: _____

Guarantor:
Signature:
Printed Name: Analyn Norato
Address: 2326 Scarlett Pine Bend Tomball, TX 77375

Phone: 626-536-3281 Fax: _____
SS# or Tax ID#: 783-53-8074 Date: 10/18/2024

Guarantor:
Signature:
Printed Name: Enrique Norato
Address: 2326 Scarlett Pine Bend Tomball, TX 77375

Phone: 626-905-6385 Fax: _____
SS# or Tax ID#: 615-58-7577 Date: 10/18/2024

Witness:

Witness:




COMMERCIAL LEASE

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CONCERNING THE LEASED PREMISES AT 1417 Graham Drive, Tomball, TX 77375
between Headquarters TOO LLC (Landlord)
and NORATWINS LLC (Tenant).

Table of Contents

<u>No.</u>	<u>Paragraph Description</u>	<u>Pg.</u>	<u>ADDENDA & EXHIBITS (check all that apply)</u>
1.	Parties	2	<input type="checkbox"/> Exhibit _____
2.	Leased Premises	2	<input type="checkbox"/> Exhibit _____
3.	Term	2	<input type="checkbox"/> Exhibit _____
4.	Rent and Expenses.....	3	<input type="checkbox"/> Commercial Property Condition Statement (TXR-1408)
5.	Security Deposit.....	5	<input type="checkbox"/> Commercial Lease Addendum for Broker's Fee (TXR-2102)
6.	Taxes.....	6	<input type="checkbox"/> Commercial Lease Addendum for Option to Extend Term (TXR-2104)
7.	Utilities	6	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Right of First Refusal (TXR-2105)
8.	Insurance.....	7	<input type="checkbox"/> Commercial Lease Addendum for Percentage Rent (TXR-2106)
9.	Use and Hours.....	7	<input type="checkbox"/> Commercial Lease Addendum for Parking (TXR-2107)
10.	Legal Compliance	7	<input checked="" type="checkbox"/> Commercial Landlord's Rules and Regulations (TXR-2108)
11.	Signs.....	8	<input checked="" type="checkbox"/> Commercial Lease Guaranty (TXR-2109)
12.	Access by Landlord.....	8	<input type="checkbox"/> Commercial Lease Addendum for Tenant's Option for Additional Space (TXR-2110)
13.	Move-In Condition.....	9	<input checked="" type="checkbox"/> Commercial Lease Construction Addendum (TXR-2111) or (TXR-2112)
14.	Move-Out Condition	9	<input type="checkbox"/> Commercial Lease Addendum for Contingencies (TXR-2119)
15.	Maintenance and Repairs	9	<input type="checkbox"/> Information About Brokerage Services (TXR-2501)
16.	Alterations.....	11	<input type="checkbox"/> _____
17.	Liens	11	<input type="checkbox"/> _____
18.	Liability.....	11	<input type="checkbox"/> _____
19.	Indemnity	11	<input type="checkbox"/> _____
20.	Default	11	<input type="checkbox"/> _____
21.	Abandonment, Interruption of Utilities, Removal of Property and Lockout.....	12	
22.	Holdover	12	
23.	Landlord's Lien and Security Interest	12	
24.	Assignment and Subletting	12	
25.	Relocation.....	13	
26.	Subordination.....	13	
27.	Estoppel Certificates and Financial Info. ...	13	
28.	Casualty Loss	13	
29.	Condemnation	14	
30.	Attorney's Fees.....	14	
31.	Representations.....	14	
32.	Brokers	14	
33.	Addenda	15	
34.	Notices.....	15	
35.	Special Provisions.....	16	
36.	Agreement of Parties	16	
37.	Effective Date	16	
38.	License Holder Disclosure	17	

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: and Tenant: 



COMMERCIAL LEASE

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1. PARTIES: The parties to this lease are:

Landlord: Headquarters TOO LLC; and
Tenant: NORATWINS LLC

2. LEASED PREMISES:

A. Landlord leases to Tenant the following described real property, known as the "leased premises," along with all its improvements (Check only one box):

(1) **Multiple-Tenant Property:** Suite or Unit Number 400 containing approximately 1875 square feet of rentable area ("rsf") in 1417 Graham Drive (project name) at 1417 Graham Drive (address) in Tomball (city), Harris (county), Texas, which is legally described on attached Exhibit _____ or as follows:

(2) **Single-Tenant Property:** The real property containing approximately _____ square feet of rentable area ("rsf") at: _____ (address) in _____ (city), _____ (county), Texas, which is legally described on attached Exhibit _____ or as follows: _____


B. If Paragraph 2A(1) applies:

- (1) "Property" means the building or complex in which the leased premises are located, inclusive of any common areas, drives, parking areas, and walks; and
- (2) the parties agree that the rentable area of the leased premises may not equal the actual or useable area within the leased premises and may include an allocation of common areas in the Property. The rentable area will will not be adjusted if re-measured.

3. TERM:

A. **Term:** The term of this lease is 60 months and 0 days, commencing on: 11/01/2024 (Commencement Date) and ending on 10/31/2029 (Expiration Date).

B. **Delay of Occupancy:** If Tenant is unable to occupy the leased premises on the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Landlord will not be liable to Tenant for

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: and Tenant: 

such delay and this lease will remain enforceable. In the event of such a delay, the Commencement Date will automatically be extended to the date Tenant is able to occupy the Property and the Expiration Date will also be extended by a like number of days, so that the length of this lease remains unchanged. If Tenant is unable to occupy the leased premises after the 90 _____ day after the Commencement Date because of construction on the leased premises to be completed by Landlord that is not substantially complete or a prior tenant's holding over of the leased premises, Tenant may terminate this lease by giving written notice to Landlord before the leased premises become available to be occupied by Tenant and Landlord will refund to Tenant any amounts paid to Landlord by Tenant. This Paragraph 3B does not apply to any delay in occupancy caused by cleaning or repairs.

C. Certificate of Occupancy: Unless the parties agree otherwise, Tenant is responsible for obtaining a certificate of occupancy for the leased premises if required by a governmental body.

4. RENT AND EXPENSES:

A. Base Monthly Rent: On or before the first day of each month during this lease, Tenant will pay Landlord base monthly rent as described on attached Exhibit _____ or as follows:

Dates		Rate per rentable square foot (optional)		Base Monthly Rent \$
From	To	\$ Monthly Rate	\$ Annual Rate	
11/01/2024	03/31/2025	0.00 / rsf / month	0.00 / rsf / year	0.00
04/01/2025	10/31/2026	2.58 / rsf / month	31.00 / rsf / year	4,837.50
11/01/2026	10/31/2029	2.75 / rsf / month	33.00 / rsf / year	5,156.25
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	
		/ rsf / month	/ rsf / year	

B. Additional Rent: In addition to the base monthly rent, Tenant will pay Landlord the expense reimbursement detailed in Paragraph 4J (if applicable) and all other amounts, as provided by the attached (Check all that apply.):

- (1) Commercial Lease Addendum for Percentage Rent (TXR-2106)
- (2) Commercial Lease Addendum for Parking (TXR-2107)
- (3) _____

All amounts payable under the applicable addenda are deemed to be "rent" for the purposes of this lease.

C. First Full Month's Rent: The first full monthly rent is due on or before 11/01/2024 _____

D. Prorated Rent: If the Commencement Date is on a day other than the first day of a month, Tenant will pay Landlord as prorated rent, an amount equal to the base monthly rent multiplied by the following fraction: the number of days from the Commencement Date to the first day of the following month divided by the number of days in the month in which this lease commences. The prorated rent is due on or before the Commencement Date.

E. Place of Payment: Tenant will remit all amounts due to Landlord under this lease to the following person at the place stated or to such other person or place as Landlord may later designate in writing:

Name: Appfolio
 Address: Online; Appfolio

- F. **Method of Payment:** Tenant must pay all rent timely without demand, deduction, or offset, except as permitted by law or this lease. If Tenant fails to timely pay any amounts due under this lease or if any check of Tenant is returned to Landlord by the institution on which it was drawn, Landlord after providing written notice to Tenant may require Tenant to pay subsequent amounts that become due under this lease in certified funds. This paragraph does not limit Landlord from seeking other remedies under this lease for Tenant's failure to make timely payments with good funds.
- G. **Late Charges:** If Landlord does not actually receive a rent payment at the designated place of payment within 5 days after the date it is due, Tenant will pay Landlord a late charge equal to 10% of the amount due. In this paragraph, the mailbox is not the agent for receipt for Landlord. The late charge is a cost associated with the collection of rent and Landlord's acceptance of a late charge does not waive Landlord's right to exercise remedies under Paragraph 20.
- H. **Returned Checks:** Tenant will pay \$100 for each check Tenant tenders to Landlord which is returned by the institution on which it is drawn for any reason, plus any late charges until Landlord receives payment.
- I. **Application of Funds:** Regardless of any notation on a payment, Landlord may apply funds received from Tenant first to any non-rent obligations of Tenant, including but not limited to: late charges and returned check charges, repairs, brokerage fees, periodic utilities and thereafter to rent.

(Check box only if Tenant reimburses Landlord for some or all expenses. Do not check for "gross" leases.)

- J. **Expense Reimbursement.** In addition to base monthly rent stated in Paragraph 4A, Tenant will pay Landlord the expense reimbursement described in this Paragraph 4J. Tenant will pay the expense reimbursement as additional rent each month at the time the base-monthly rent is due. All amounts payable under this Paragraph 4J are deemed to be "rent" for the purposes of this lease.
- (1) **Reimbursable Periods.** Additional rent under this Paragraph 4J is due for all months listed in the chart in Paragraph 4A, even if the base monthly rent is zero.

(2) **Definitions:**

- (a) "Tenant's pro rata share" is 12.10 %.
- (b) "CAM" means all of Landlord's expenses reasonably incurred to maintain, repair, operate, manage, and secure the Property (for example, security, lighting, painting, cleaning, decorations, utilities, trash removal, pest control, promotional expenses, and other expenses reasonably related the Property's operations); including all expenses incurred by Landlord under Paragraph 15, but not including expenses for structural components and roof replacement; CAM does not include capital expenditures, interest, depreciation, tenant improvements, insurance, taxes, or brokers' leasing fees. Notwithstanding the foregoing, CAM does include the amortized costs incurred by Landlord in making capital improvements or other modifications to the Property to the extent such improvements or modifications reduce CAM overall. These costs will be amortized over the useful life of the improvement or modification on a straight-line basis; however, in no event will the charge for such amortization included in CAM exceed the actual reduction in CAM achieved by the improvements and modifications.
- (c) "Insurance" means Landlord's costs to insure the leased premises and the Property including but not limited to insurance for casualty loss, general liability, and reasonable rent loss.
- (d) "Taxes" means the real property ad valorem taxes assessed against the leased premises and Property inclusive of all general and special assessments and surcharges.

- (e) "Structural" means all of Landlord's expenses reasonably incurred to maintain, repair, and replace the roof, foundation, exterior walls, load bearing walls and other structural components of the Property.
- (f) "Roof" means all roofing components including, but not limited to decking, flashing, membrane, and skylights.

(3). Method: The additional rent under this Paragraph 4J will be computed under the following method (Check only one box): Note: "CAM" does not include taxes and insurance costs.

- (a) Base-year expenses: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed the amount of the monthly base-year expenses for the calendar year _____ for: taxes; insurance; CAM; structural; and _____
- (b) Expense-stop: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property that exceed \$ _____ per square foot per year for: taxes; insurance; CAM; structural; roof replacement; and _____
- (c) Net: Each month Tenant will pay Tenant's pro rata share of the projected monthly expenses for the Property for: taxes; insurance; CAM; structural; roof replacement; and pro rata of water, grease trap along with any other restaurant user, and dumpster.

(4) Projected Monthly Expenses: On or about December 31 of each calendar year, Landlord will project the applicable monthly expenses (those that Tenant is to pay under this lease) for the following calendar year and will notify Tenant of the projected expenses. The projected expenses are based on Landlord's estimates of such expenses. The actual expenses may vary.

Notice: The applicable projected expenses at the time the lease commences are shown in the table below. The total area of the Property presently used by Landlord for calculating expense reimbursements is 15,500 _____ rentable square feet (including any add on factor for common areas).

Projected Expenses	
\$ Monthly Rate	\$ Annual Rate
0.67 / rsf / month	8.00 / rsf / year

(5) Reconciliation: Within 120 days after the end of each calendar year, Landlord will notify Tenant of the actual costs of the applicable expenses (those that Tenant is to pay under this lease) for the previous year. If the actual costs of the applicable expenses exceed the amounts paid or owed by Tenant for the previous year, Tenant must pay the deficient amount to Landlord within 30 days after Landlord notifies Tenant of the deficient amount. If the actual costs of the applicable expenses are less than the amounts paid by Tenant for the previous year, Landlord will refund the excess to Tenant or will credit the excess to Tenant's next rent payment(s). Tenant may audit or examine those items in Landlord's records that relate to Tenant's obligations under this Paragraph 4J. Landlord will promptly refund to Tenant any overpayment revealed by an audit or examination. If the audit or examination reveals an error of more than 5% over the amounts Landlord collected in a calendar year from Tenant under this lease, Landlord will pay the reasonable cost of the audit or examination. Landlord may not seek a deficiency from Tenant under this paragraph if Landlord fails to timely provide the required notice.

5. SECURITY DEPOSIT:

- A. Upon execution of this lease, Tenant will pay \$6,406.26 to Landlord as a security deposit.
- B. Landlord may apply the security deposit to any amounts owed by Tenant under this lease. If Landlord applies any part of the security deposit during any time this lease is in effect to amounts owed by Tenant, Tenant must, within 10 days after receipt of notice from Landlord, restore the security deposit to the amount stated.
- C. Within 60 days after Tenant surrenders the leased premises and provides Landlord written notice of Tenant's forwarding address, Landlord will refund the security deposit less any amounts applied toward amounts owed by Tenant or other charges authorized by this lease.

6. TAXES: Unless otherwise agreed by the parties, Landlord will pay all real property ad valorem taxes assessed against the leased premises. Tenant waives all rights to protest the appraised value of the leased premises and the Property, or appeal the same and all rights to receive notices of reappraisal set forth in sections 41.413 and 42.015 of the Texas Tax Code.

7. UTILITIES:

A. The party designated below will pay for the following utility charges to the leased premises and any connection charges for the utilities. (Check all that apply.)

	<u>N/A</u>	<u>Landlord</u>	<u>Tenant</u>
(1) Water	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Sewer	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Electric	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(4) Gas	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Telephone	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Internet	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Cable	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Trash	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) _____	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(10) All other utilities	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

B. The party responsible for the charges under Paragraph 7A will pay the charges directly to the utility service provider. The responsible party may select the utility service provider, except that if Tenant selects the provider, any access or alterations to the Property or leased premises necessary for the utilities may be made only with Landlord's prior consent, which Landlord will not unreasonably withhold. If Landlord incurs any liability for utility or connection charges for which Tenant is responsible to pay and Landlord pays such amount, Tenant will immediately upon written notice from Landlord reimburse Landlord such amount.

C. **Notice:** Tenant should determine if all necessary utilities are available to the leased premises and are adequate for Tenant's intended use.

D. **After-Hours HVAC Charges:** "HVAC services" mean heating, ventilating, and air conditioning of the leased premises. (Check one box only.)

(1) Landlord is obligated to provide the HVAC services to the leased premises only during the Property's operating hours specified under Paragraph 9C.

- (2) Landlord will provide the HVAC services to the leased premises during the operating hours specified under Paragraph 9C for no additional charge and will, at Tenant's request, provide HVAC services to the leased premises during other hours for an additional charge of \$ _____ per hour. Tenant will pay Landlord the charges under this paragraph immediately upon receipt of Landlord's invoice. Hourly charges are charged on a half-hour basis. Any partial hour will be rounded up to the next half hour. Tenant will comply with Landlord's procedures to make a request to provide the additional HVAC services under this paragraph.
- (3) Tenant will pay for the HVAC services under this lease.

8. INSURANCE:


- A. During all times this lease is in effect, Tenant must, at Tenant's expense, maintain in full force and effect from an insurer authorized to operate in Texas:
 - (1) commercial general liability insurance naming Landlord as an additional insured with policy limits on an occurrence basis in a minimum amount of: *(check only (a) or (b) below)*
 - (a) \$1,000,000; or
 - (b) \$2,000,000.

If neither box is checked the minimum amount will be \$1,000,000.
 - (2) personal property damage insurance for the business operations being conducted in the leased premises and contents in the leased premises in an amount sufficient to replace such contents after a casualty loss; and
 - (3) business interruption insurance sufficient to pay 12 months of rent payments.
- B. Before the Commencement Date, Tenant must provide Landlord with a copy of insurance certificates evidencing the required coverage. If the insurance coverage is renewed or changes in any manner or degree at any time this lease is in effect, Tenant must, not later than 10 days after the renewal or change, provide Landlord a copy of an insurance certificate evidencing the renewal or change.
- C. If Tenant fails to maintain the required insurance in full force and effect at all times this lease is in effect, Landlord may:
 - (1) purchase insurance that will provide Landlord the same coverage as the required insurance and Tenant must immediately reimburse Landlord for such expense; or
 - (2) exercise Landlord's remedies under Paragraph 20.
- D. Unless the parties agree otherwise, Landlord will maintain in full force and effect insurance for: (1) fire and extended coverage in an amount to cover the reasonable replacement cost of the improvements of the Property; and (2) any commercial general liability insurance in an amount that Landlord determines reasonable and appropriate.
- E. If there is an increase in Landlord's insurance premiums for the leased premises or Property or its contents that is caused by Tenant, Tenant's use of the leased premises, or any improvements made by or for Tenant, Tenant will, for each year this lease is in effect, pay Landlord the increase immediately after Landlord notifies Tenant of the increase. Any charge to Tenant under this Paragraph 8E will be equal to the actual amount of the increase in Landlord's insurance premium.

9. USE AND HOURS:

- A. Tenant may use the leased premises for the following purpose and no other: Operate a Niky's Ice Cream and Donut Franchise

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10/18/24
dotloop verified

Commercial Lease concerning: 1417 Graham Drive, Tomball, TX 77375

- B. Unless otherwise specified in this lease, Tenant will operate and conduct its business in the leased premises during business hours that are typical of the industry in which Tenant represents it operates.
- C. The Property maintains operating hours of (*specify hours, days of week, and if inclusive or exclusive of weekends and holidays*): minimum of 5 days a week, 7 hours per day

10. LEGAL COMPLIANCE:

- A. Tenant may not use or permit any part of the leased premises or the Property to be used for:
 - (1) any activity which is a nuisance or is offensive, noisy, or dangerous;
 - (2) any activity that interferes with any other tenant's normal business operations or Landlord's management of the Property;
 - (3) any activity that violates any applicable law, regulation, zoning ordinance, restrictive covenant, governmental order, owners' association rules, tenants' association rules, Landlord's rules or regulations, or this lease;
 - (4) any hazardous activity that would require any insurance premium on the Property or leased premises to increase or that would void any such insurance;
 - (5) any activity that violates any applicable federal, state, or local law, including but not limited to those laws related to air quality, water quality, hazardous materials, wastewater, waste disposal, air emissions, or other environmental matters;
 - (6) the permanent or temporary storage of any hazardous material; or
 - (7) any activity other than their permitted use

- B. "Hazardous material" means any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, solvent, or oil as defined by any federal, state, or local environmental law, regulation, ordinance, or rule existing as of the date of this lease or later enacted.
- C. Landlord does not represent or warrant that the leased premises or Property conform to applicable restrictions, zoning ordinances, setback lines, parking requirements, impervious ground cover ratio requirements, and other matters that may relate to Tenant's intended use. Tenant must satisfy itself that the leased premises may be used as Tenant intends by independently investigating all matters related to the use of the leased premises or Property. Tenant agrees that it is not relying on any warranty or representation made by Landlord, Landlord's agent, or any broker concerning the use of the leased premises or Property.

11. SIGNS:

- A. Tenant may not post or paint any signs or place any decoration outside the leased premises or on the Property without Landlord's written consent. Landlord may remove any unauthorized sign or decorations, and Tenant will promptly reimburse Landlord for its cost to remove any unauthorized sign or decorations.
- B. Any authorized sign must comply with all laws, restrictions, zoning ordinances, and any governmental order relating to signs on the leased premises or Property. Landlord may temporarily remove any authorized sign to complete repairs or alterations to the leased premises or the Property.
- C. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant's expense, to remove, without damage to the Property or leased premises, any or all signs or decorations that were placed on the Property or leased premises by or at the request of Tenant. Any signs or decorations that Landlord does not require Tenant to remove and that are fixtures, become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

(TXR-2101) 07-08-22

Initialed for Identification by Landlord: and Tenant:


10/18/24 2:42 AM CDT dotloop verified

Page 8 of 18

12. ACCESS BY LANDLORD:

- A. During Tenant’s normal business hours Landlord may enter the leased premises for any reasonable purpose, including but not limited to purposes for repairs, maintenance, alterations, and showing the leased premises to prospective tenants or purchasers. Landlord may access the leased premises after Tenant’s normal business hours if: (1) entry is made with Tenant’s permission; or (2) entry is necessary to complete emergency repairs. Landlord will not unreasonably interfere with Tenant’s business operations when accessing the leased premises.
- B. During the last 90 days of this lease, Landlord may place a “For Lease” or similarly worded sign on the leased premises.

13. MOVE-IN CONDITION: Tenant has inspected the leased premises and accepts it in its present (as-is) condition unless expressly noted otherwise in this lease or in an addendum. Landlord and any agent have made no express or implied warranties as to the condition or permitted use of the leased premises or Property.

14. MOVE-OUT CONDITION AND FORFEITURE OF TENANT’S PERSONAL PROPERTY:

- A. At the time this lease ends, Tenant will surrender the leased premises in the same condition as when received, except for normal wear and tear. Tenant will leave the leased premises in a clean condition free of all trash, debris, personal property, hazardous materials, and environmental contaminants.
- B. If Tenant leaves any personal property in the leased premises after Tenant surrenders possession of the leased premises, Landlord may: (1) require Tenant, at Tenant’s expense, to remove the personal property by providing written notice to Tenant; or (2) retain such personal property as forfeited property to Landlord.
- C. “Surrender” means vacating the leased premises and returning all keys and access devices to Landlord. “Normal wear and tear” means deterioration that occurs without negligence, carelessness, accident, or abuse.
- D. By providing written notice to Tenant before this lease ends, Landlord may require Tenant, upon move-out and at Tenant’s expense, to remove, without damage to the Property or leased premises, any or all fixtures that were placed on the Property or leased premises by or at the request of Tenant. Any fixtures that Landlord does not require Tenant to remove become the property of the Landlord and must be surrendered to Landlord at the time this lease ends.

15. MAINTENANCE AND REPAIRS:

- A. Cleaning: Tenant must keep the leased premises clean and sanitary and promptly dispose of all garbage in appropriate receptacles. Landlord Tenant will provide, at its expense, janitorial services to the leased premises that are customary and ordinary for the property type. Tenant will maintain any grease trap on the Property which Tenant uses, including but not limited to periodic emptying and cleaning, as well as making any modification to the grease trap that may be necessary to comply with any applicable law.
- B. Repairs of Conditions Caused by a Party: Each party must promptly repair a condition in need of repair that is caused, either intentionally or negligently, by that party or that party’s guests, patrons, invitees, contractors or permitted subtenants.
- C. Repair and Maintenance Responsibility: Except as otherwise provided by this Paragraph 15, the party designated below, at its expense, is responsible to maintain and repair the following specified items in the leased premises (if any). The specified items must be maintained in clean and good operable

condition. If a governmental regulation or order requires a modification to any of the specified items, the party designated to maintain the item must complete and pay the expense of the modification. The specified items include and relate only to real property in the leased premises. Tenant is responsible for the repair and maintenance of its personal property. (Check all that apply.)

	N/A	Landlord	Tenant
(1) Foundation, exterior walls, and other structural components.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(2) Roof replacement.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(3) Roof repair.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(4) Glass and windows.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(5) Fire protection equipment	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(6) Fire sprinkler systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(7) Exterior and overhead doors, including closure devices, molding, locks, and hardware.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(8) Grounds maintenance, including landscaping and irrigation systems.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(9) Interior doors, including closure devices, frames, molding, locks, and hardware.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(10) Parking areas and walks.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(11) Plumbing systems, drainage systems and sump pumps.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(12) Electrical systems, mechanical systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(13) Ballast and lamp replacement.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(14) Heating, Ventilation and Air Conditioning (HVAC) systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(15) HVAC system replacement.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(16) Signs and lighting:	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(a) Pylon.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(b) Fascia.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(c) Monument.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(d) Door/Suite.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(e) Directional.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(f) Other: _____.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(17) Extermination and pest control, excluding wood-destroying insects..	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(18) Fences and Gates.....	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
(19) Storage yards and storage buildings.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(20) Wood-destroying insect treatment and repairs.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
(21) Cranes and related systems.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(22) _____.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(23) _____.....	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
(24) All other items and systems.....	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>

D. Repair Persons: Repairs must be completed by trained, qualified, and insured repair persons.

E. HVAC Service Contract: If Tenant maintains the HVAC system under Paragraph 15C(14), Tenant is is not required to maintain, at its expense, a regularly scheduled maintenance and service contract for the HVAC system. The maintenance and service contract must be purchased from a HVAC maintenance company that regularly provides such contracts to similar properties. If Tenant fails to maintain a required HVAC maintenance and service contract in effect at all times during this lease, Landlord may do so and Tenant will reimburse Landlord for the expense of such maintenance and service contract or Landlord may exercise Landlord’s remedies under Paragraph 20.

- F. **Common Areas:** Landlord will maintain any common areas in the Property in a manner as Landlord determines to be in the best interest of the Property. Landlord will maintain any elevator and signs in the common area. Landlord may change the size, dimension, and location of any common areas, or allocate areas for short term or reserved parking for specific tenants, provided that such change does not materially impair Tenant's use and access to the leased premises. Tenant has the non-exclusive license to use the common areas in compliance with Landlord's rules and regulations. Tenant may not solicit any business in the common areas or interfere with any other person's right to use the common areas. This paragraph does not apply if Paragraph 2A(2) applies.
- G. **Notice of Repairs:** Tenant must promptly notify Landlord of any item that is in need of repair and that is Landlord's responsibility to repair. All requests for repairs to Landlord must be in writing.
- H. **Failure to Repair:** Landlord must make a repair for which Landlord is responsible within a reasonable period of time after Tenant provides Landlord written notice of the needed repair. If Tenant fails to repair or maintain an item for which Tenant is responsible within 10 days after Landlord provides Tenant written notice of the needed repair or maintenance, Landlord may: (1) repair or maintain the item, without liability for any damage or loss to Tenant, and Tenant must immediately reimburse Landlord for the cost to repair or maintain; or (2) exercise Landlord's remedies under Paragraph 20.

16. ALTERATIONS:

- A. Tenant may not alter (including making any penetrations to the roof, exterior walls or foundation), improve, or add to the Property or the leased premises without Landlord's written consent. Landlord will not unreasonably withhold consent for the Tenant to make reasonable non-structural alterations, modifications, or improvements to the leased premises.
- B. Tenant may not alter any locks or any security devices on the Property or the leased premises without Landlord's consent. If Landlord authorizes the changing, addition, or rekeying of any locks or other security devices, Tenant must immediately deliver the new keys and access devices to Landlord.
- C. If a governmental order requires alteration or modification to the leased premises, the party obligated to maintain and repair the item to be modified or altered as designated in Paragraph 15 will, at its expense, modify or alter the item in compliance with the order and in compliance with Paragraphs 16A and 17.
- D. Any alterations, improvements, fixtures or additions to the Property or leased premises installed by either party during the term of this lease will become Landlord's property and must be surrendered to Landlord at the time this lease ends, except for those fixtures Landlord requires Tenant to remove under Paragraph 11 or 14 or if the parties agree otherwise in writing.

17. LIENS: Tenant may not do anything that will cause the title of the Property or leased premises to be encumbered in any way. If Tenant causes a lien to be filed against the Property or leased premises, Tenant will within 20 days after receipt of Landlord's demand: (1) pay the lien and have the lien released of record; or (2) take action to discharge the lien. Tenant will provide Landlord a copy of any release Tenant obtains pursuant to this paragraph.

18. LIABILITY: To the extent permitted by law, Landlord is NOT responsible to Tenant or Tenant's employees, patrons, guests, or invitees for any damages, injuries, or losses to person or property caused by:

- A. an act, omission, or neglect of: Tenant; Tenant's agent; Tenant's guest; Tenant's employees; Tenant's patrons; Tenant's invitees; or any other tenant on the Property;

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B. fire, flood, water leaks, ice, snow, hail, winds, explosion, smoke, riot, strike, interruption of utilities, theft, burglary, robbery, assault, terrorism, vandalism, other persons, environmental contaminants, or other occurrences or casualty losses.

19. INDEMNITY: Each party will indemnify, defend, and hold the other party harmless from any property damage, personal injury, suits, actions, liabilities, damages, cost of repairs or service to the leased premises or Property, or any other loss caused, negligently or otherwise, by that party or that party's employees, patrons, guests, or invitees.

20. DEFAULT:

A. If Landlord fails to comply with this lease within 30 days after Tenant notifies Landlord of Landlord's failure to comply, Landlord will be in default and Tenant may seek any remedy provided by law. If, however, Landlord's non-compliance reasonably requires more than 30 days to cure, Landlord will not be in default if the cure is commenced within the 30-day period and is diligently pursued.

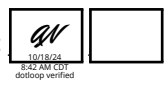
B. If Landlord does not actually receive at the place designated for payment any rent due under this lease within 5 days after it is due, Tenant will be in default. If Tenant fails to comply with this lease for any other reason within 20 days after Landlord notifies Tenant of its failure to comply, Tenant will be in default.

C. If Tenant is in default, Landlord may, with at least 3 days written notice to Tenant: (i) terminate this lease, or (ii) terminate Tenant's right to occupy the leased premises without terminating this lease and may accelerate all rents which are payable during the remainder of this lease or any renewal period. Landlord will attempt to mitigate any damage or loss caused by Tenant's breach by using commercially reasonable means. If Tenant is in default, Tenant will be liable for:

- (1) any lost rent;
- (2) Landlord's cost of reletting the leased premises, including brokerage fees, advertising fees, and other fees necessary to relet the leased premises;
- (3) repairs to the leased premises for use beyond normal wear and tear;
- (4) all Landlord's costs associated with eviction of Tenant, such as attorney's fees, court costs, and prejudgment interest;
- (5) all Landlord's costs associated with collection of rent such as collection fees, late charges, and returned check charges;
- (6) cost of removing any of Tenant's equipment or fixtures left on the leased premises or Property;
- (7) cost to remove any trash, debris, personal property, hazardous materials, or environmental contaminants left by Tenant or Tenant's employees, patrons, guests, or invitees in the leased premises or Property;
- (8) cost to replace any unreturned keys or access devices to the leased premises, parking areas, or Property; and
- (9) any other recovery to which Landlord may be entitled under this lease or under law.

21. ABANDONMENT, INTERRUPTION OF UTILITIES, REMOVAL OF PROPERTY, AND LOCKOUT: Chapter 93 of the Texas Property Code governs the rights and obligations of the parties with regard to: (a) abandonment of the leased premises; (b) interruption of utilities; (c) removal of Tenant's property; and (d) "lock-out" of Tenant.

22. HOLDOVER: If Tenant fails to vacate the leased premises at the time this lease ends, Tenant will become a tenant-at-will and must vacate the leased premises immediately upon receipt of demand from Landlord. No holding over by Tenant, with or without the consent of Landlord, will extend this lease. Tenant will indemnify Landlord and any prospective tenants for any and all damages caused by the holdover. Rent for any holdover period will be 150% of the base monthly rent plus any additional rent calculated on a daily basis and will be immediately due and payable daily without notice or demand.



23. LANDLORD'S LIEN AND SECURITY INTEREST: To secure Tenant's performance under this lease, Tenant grants to Landlord a lien and security interest against all of Tenant's nonexempt personal property that is in the leased premises or on the Property. This lease is a security agreement for the purposes of the Uniform Commercial Code. Landlord may file a financing statement to perfect Landlord's security interest under the Uniform Commercial Code.

24. ASSIGNMENT AND SUBLETTING: Landlord may assign this lease to any subsequent owner of the Property. Tenant may not assign this lease or sublet any part of the leased premises without Landlord's written consent. An assignment of this lease or subletting of the leased premises without Landlord's written consent is voidable by Landlord. If Tenant assigns this lease or sublets any part of the leased premises, Tenant will remain liable for all of Tenant's obligations under this lease regardless if the assignment or sublease is made with or without the consent of Landlord.

25. RELOCATION:

- A. By providing Tenant with not less than 90 days advanced written notice, Landlord may require Tenant to relocate to another location in the Property, provided that the other location is equal in size or larger than the leased premises then occupied by Tenant and contains similar leasehold improvements. Landlord will pay Tenant's reasonable out-of-pocket moving expenses for moving to the other location. "Moving expenses" means reasonable expenses incurred by Tenant payable to professional movers, utility companies for connection and disconnection fees, wiring companies for connecting and disconnecting Tenant's office equipment required by the relocation, and printing companies for reprinting Tenant's stationery, business cards, and marketing materials containing Tenant's address. A relocation of Tenant will not change or affect any other provision of this lease that is then in effect, including rent and reimbursement amounts, except that the description of the suite or unit number will automatically be amended.
- B. Landlord may not require Tenant to relocate to another location in the Property without Tenant's prior consent.

26. SUBORDINATION:

- A. This lease and Tenant's leasehold interest are and will be subject, subordinate, and inferior to:
 - (1) any lien, encumbrance, or ground lease now or hereafter placed on the leased premises or the Property that Landlord authorizes;
 - (2) all advances made under any such lien, encumbrance, or ground lease;
 - (3) the interest payable on any such lien or encumbrance;
 - (4) any and all renewals and extensions of any such lien, encumbrance, or ground lease;
 - (5) any restrictive covenant affecting the leased premises or the Property; and
 - (6) the rights of any owners' association affecting the leased premises or Property.
- B. Tenant must, on demand, execute a subordination, attornment, and non-disturbance agreement that Landlord may request that Tenant execute, provided that such agreement is made on the condition that this lease and Tenant's rights under this lease are recognized by the lien-holder.

27. ESTOPPEL CERTIFICATES AND FINANCIAL INFORMATION:

- A. Within 10 days after receipt of a written request from Landlord, Tenant will execute and deliver to Landlord an estoppel certificate that identifies the terms and conditions of this lease.
- B. Within 30 days after receipt of a written request from Landlord, Tenant will provide to Landlord Tenant's current financial information (balance sheet and income statement). Landlord may request the financial information no more frequently than once every 12 months.

28. CASUALTY LOSS:


- A. Tenant must immediately notify Landlord of any casualty loss in the leased premises. Within 20 days after receipt of Tenant’s notice of a casualty loss, Landlord will notify Tenant if the leased premises are less than or more than 50% unusable, on a per square foot basis, and if Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss.
- B. If the leased premises are less than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord will restore the leased premises to substantially the same condition as before the casualty. If Landlord fails to substantially restore within the time required, Tenant may terminate this lease.
- C. If the leased premises are more than 50% unusable and Landlord can substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty, Landlord may: (1) terminate this lease; or (2) restore the leased premises to substantially the same condition as before the casualty. If Landlord chooses to restore and does not substantially restore the leased premises within the time required, Tenant may terminate this lease.
- D. If Landlord notifies Tenant that Landlord cannot substantially restore the leased premises within 120 days after Tenant notifies Landlord of the casualty loss, Landlord may: (1) choose not to restore and terminate this lease; or (2) choose to restore, notify Tenant of the estimated time to restore, and give Tenant the option to terminate this lease by notifying Landlord within 10 days.
- E. If this lease does not terminate because of a casualty loss, rent will be reduced from the date Tenant notifies Landlord of the casualty loss to the date the leased premises are substantially restored by an amount proportionate to the extent the leased premises are unusable.

29. CONDEMNATION: If after a condemnation or purchase in lieu of condemnation the leased premises are totally unusable for the purposes stated in this lease, this lease will terminate. If after a condemnation or purchase in lieu of condemnation the leased premises or Property are partially unusable for the purposes of this lease, this lease will continue and rent will be reduced in an amount proportionate to the extent the leased premises are unusable. Any condemnation award or proceeds in lieu of condemnation are the property of Landlord and Tenant has no claim to such proceeds or award. Tenant may seek compensation from the condemning authority for its moving expenses and damages to Tenant’s personal property.

30. ATTORNEY’S FEES: Any person who is a prevailing party in any legal proceeding brought under or related to the transaction described in this lease is entitled to recover prejudgment interest, reasonable attorney’s fees, and all other costs of litigation from the nonprevailing party.

31. REPRESENTATIONS:

- A. Tenant's statements in this lease and any application for rental are material representations relied upon by Landlord. Each party signing this lease represents that he or she is of legal age to enter into a binding contract and is authorized to sign this lease. If Tenant makes any misrepresentation in this lease or in any application for rental, Tenant is in default.
- B. Landlord is not aware of any material defect on the Property that would affect the health and safety of an ordinary person or any environmental hazard on or affecting the Property that would affect the health or safety of an ordinary person, except: _____
- C. Each party and each signatory to this lease represents that: (1) it is not a person named as a Specially Designated National and Blocked Person as defined in Presidential Executive Order 13224; (2) it is not acting, directly or indirectly, for or on behalf of a Specially Designated and Blocked Person; and (3) is not

(TXR-2101) 07-08-22 Initialed for Identification by Landlord: and Tenant: 

Page 14 of 18

Commercial Lease concerning: 1417 Graham Drive, Tomball, TX 77375

arranging or facilitating this lease or any transaction related to this lease for a Specially Designated and Blocked Person. Any party or any signatory to this lease who is a Specially Designated and Blocked person will indemnify and hold harmless any other person who relies on this representation and who suffers any claim, damage, loss, liability or expense as a result of this representation.

32. BROKERS:

A. The brokers to this lease are:

Principal Broker: _____ Cooperating Broker: _____

Agent: _____ Agent: _____

Address: _____ Address: _____

Phone & Fax: _____ Phone & Fax: _____

E-mail: _____ E-mail: _____

License No.: _____ License No.: _____

Principal Broker: (Check only one box)
 represents Landlord only.
 represents Tenant only.
 is an intermediary between Landlord and Tenant.
Cooperating Broker represents Tenant.

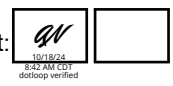
B. Fees:

- (1) Principal Broker's fee will be paid according to: (Check only one box).
 - (a) a separate written commission agreement between Principal Broker and:
 - Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).
- (2) Cooperating Broker's fee will be paid according to: (Check only one box).
 - (a) a separate written commission agreement between Cooperating Broker and:
 - Principal Broker Landlord Tenant.
 - (b) the attached Commercial Lease Addendum for Broker's Fee (TXR-2102).

33. ADDENDA: Incorporated into this lease are the addenda, exhibits and other information marked in the Addenda and Exhibit section of the Table of Contents. If Landlord's Rules and Regulations are made part of this lease, Tenant agrees to comply with the Rules and Regulations as Landlord may, at its discretion, amend from time to time.

34. NOTICES: All notices under this lease must be in writing and are effective when hand-delivered, mailed by certified mail return receipt requested, sent by a national or regional overnight delivery service that provides a delivery receipt, or sent by confirmed facsimile transmission to:

Landlord at: Headquarters TOO LLC
Address: 1431 Graham, Ste 175, Tomball, TX 77375
Attention: TPC Real Estate
Fax: _____



Commercial Lease concerning: 1417 Graham Drive, Tomball, TX 77375

and a copy to:

Address: _____
Attention: _____
Fax: _____

Landlord also consents to receive notices by e-mail at: PETER@TPC-RE.COM

Tenant at the leased premises,

and to: NORATWINS LLC
Address: 2326 Scarlett Pine Bend Tomball, TX 77375
Attention: _____
Fax: _____

and a copy to: _____
Address: _____
Attention: _____
Fax: _____

Tenant also consents to receive notices by e-mail at: analeen28@yahoo.com

35. SPECIAL PROVISIONS: The following special provisions apply and will control in the event of a conflict with other provisions of this lease. *(If special provisions are contained in an addendum, identify the applicable addendum on the cover page of this lease.)*

Tenant to use Landlord's roofer for any roof penetrations.
Tenant to use Sharpview signs for storefront signage. Wire-way, black side, black cap, and black perferrated front. 75% of storefront for usage. The general look and color scheme is approved by the landlord but further approval for size still needed.

If Tenant can not get permits after diligently pursuing, Landlord will be allowed to obtain permits for the Tenant. Tenant will provide Landlord with all necessary plans, and information to obtain said permit. Tenant will reimburse Landlord for any and all out of pocket costs of obtaining the permit. After 180 days of receiving plans and information if Landlord can not obtain permits, then the Tenant or Landlord may terminate this lease.

So long as the Tenant is not in default of the lease and in continuous operation, the Landlord will not lease to another Tenant whose primary business is the sale of Ice Cream or Donuts.


So long as the Tenant is not in default of the lease and in continuous operation, Tenant will have the right to Renew this lease for an additional five (5) years at a 12% increase of the Base Rent. Tenant shall exercise the Renewal by giving the Landlord written notice at least one hundred eighty (180) days prior to the expiration of the initial term of this lease.

36. AGREEMENT OF PARTIES:

- A. Entire Agreement: This lease contains the entire agreement between Landlord and Tenant and may not be changed except by written agreement.
- B. Binding Effect: This lease is binding upon and inures to the benefit of the parties and their respective heirs, executors, administrators, successors, and permitted assigns.
- C. Joint and Several: All Tenants are jointly and severally liable for all provisions of this lease. Any act or notice to, or refund to, or signature of, any one or more of the Tenants regarding any term of this lease, its renewal, or its termination is binding on all Tenants.

(TXR-2101) 07-08-22

Initialed for Identification by Landlord:

and Tenant: 



10/18/24 8:42 AM CST dotloop verified

Commercial Lease concerning: 1417 Graham Drive, Tomball, TX 77375

- D. **Controlling Law:** The laws of the State of Texas govern the interpretation, performance, and enforcement of this lease.
- E. **Severable Clauses:** If any clause in this lease is found invalid or unenforceable by a court of law, the remainder of this lease will not be affected and all other provisions of this lease will remain valid and enforceable.
- F. **Waiver:** Landlord's delay, waiver, or non-enforcement of acceleration, contractual or statutory lien, rental due date, or any other right will not be deemed a waiver of any other or subsequent breach by Tenant or any other term in this lease.
- G. **Quiet Enjoyment:** Provided that Tenant is not in default of this lease, Landlord covenants that Tenant will enjoy possession and use of the leased premises free from material interference.
- H. **Force Majeure:** If the performance of any party to this lease is delayed by strike, lock-out, shortage of material, governmental restriction, riot, war, epidemic, pandemic, quarantine, or by other cause, without fault and beyond the control of the party obligated (financial inability excepted), performance of such act will be abated for the period of the delay; provided, however, nothing in this paragraph excuses Tenant from the prompt payment of rent or other charge, nor will Tenant's inability to obtain governmental approval for its intended use of the leased premises excuse any of Tenant's obligations hereunder.
- I. **Time:** Time is of the essence. The parties require strict compliance with the times for performance.
- J. **Counterparts:** If this lease is executed in a number of identical counterparts, each counterpart is an original and all counterparts, collectively, constitute one agreement.

37. EFFECTIVE DATE: The effective date of this lease is the date the last party executes this lease and initials any changes.

38. LICENSE HOLDER DISCLOSURE: Texas law requires a real estate license holder who is a party to a transaction or acting on behalf of a spouse, parent, child, business entity in which the license holder owns more than 10%, or a trust for which the license holder acts as a trustee or of which the license holder or the license holder's spouse, parent or child is a beneficiary, to notify the other party in writing before entering into a contract of sale or rental agreement. Disclose if applicable: Principle Broker is a part of Ownership



Commercial Lease concerning: 1417 Graham Drive, Tomball, TX 77375

Brokers are not qualified to render legal advice, property inspections, surveys, engineering studies, environmental assessments, tax advice, or compliance inspections. The parties should seek experts to render such services. READ THIS LEASE CAREFULLY. If you do not understand the effect of this Lease, consult your attorney BEFORE signing.

Landlord: Headquarters TOO LLC

Tenant: _____

By: _____

By: _____

By (signature):
Printed Name: _____
Title: _____ Date: _____

By (signature): *Analyn Norato*
Printed Name: Analyn Norato
Title: Manager Date: 10/18/2024

dotloop verified
10/18/24 8:42 AM CDT
UTBT-09E-N39-3CH

By: _____

By: _____

By (signature):
Printed Name: _____
Title: _____ Date: _____

By (signature):
Printed Name: Enrique Norato
Title: Member Date: 10/18/2024

RESOLUTION NO. 2024-46-TEDC

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND APPROVING THE TOMBALL ECONOMIC DEVELOPMENT CORPORATION’S PROJECT TO EXPEND FUNDS IN ACCORDANCE WITH AN ECONOMIC DEVELOPMENT AGREEMENT BY AND BETWEEN THE CORPORATION AND NIKY’S MINI DONUTS, LLC TO PROMOTE AND DEVELOP A NEW OR EXPANDED BUSINESS ENTERPRISE; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING FOR SEVERABILITY.

* * * * *

WHEREAS, the Tomball Economic Development Corporation (the “TEDC”), created pursuant to the Development Corporation Act, now Chapter 501 of the Texas Local Government Code, as amended (the “Act”), desires to adopt projects and provide incentives for economic development within the City; and

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Ten Thousand Dollars (\$10,000.00), found by the Board to be required or suitable to promote a new business development by Niky’s Mini Donuts, LLC; and

WHEREAS, pursuant to the Act, the TEDC may not undertake such project without the approval of Tomball City Council; and

WHEREAS, City Council finds and determines that such project promotes new or expanded business development and is in the best interests of the citizenry; now, therefore,

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Ten Thousand Dollars (\$10,000.00), to Niky’s Mini Donuts, LLC, in accordance with an economic development agreement by and between the TEDC and Niky’s Mini Donuts, LLC, to promote and develop a new or expanded business enterprise, to be located at 1417 Graham Drive, Suite 400, Tomball, Texas 77375.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution 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 Resolution as a whole or any part or provision hereof other than the part declared to

be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this 2nd day of December 2024.

PASSED, APPROVED, AND RESOLVED on second and final reading this _____ day
of _____, 202__.

Lori Klein Quinn, Mayor

ATTEST:

Tracy Garcia, City Secretary

AGREEMENT

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF HARRIS §

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Niki’s Mini Donuts, LLC** (the “Company”), 2326 Scarlett Pine Bend, Tomball, TX 77375.

WITNESSETH:

WHEREAS, it is the established policy of the TEDC to adopt such reasonable measures from time-to-time as are permitted by law to promote local economic development and stimulate business and commercial activity within the City of Tomball (the “City”); and

WHEREAS, the Company proposes to lease a 1,875 square foot existing commercial space located at 1417 Graham Drive, Suite 400, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company proposes to open a Mini Donut Shop with many other high-quality treats at the Property; and

WHEREAS, the Company proposes to create Two (2) full-time jobs in Tomball in conjunction with the new location; and

WHEREAS, the TEDC agrees to provide to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand Dollars (\$10,000.00), in accordance with an established Rental Assistance Incentive; and

WHEREAS, the Company has agreed, in exchange and as consideration for the funding, to satisfy and comply with certain terms and conditions; and

NOW, THEREFORE, in consideration of the premises and the mutual benefits and obligations set forth herein, including the recitals set forth above, the TEDC and the Company agree as follows:

1.

Except as provided by paragraph 3, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least three (3) years within the City of Tomball.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the Two (2) new employees, and obtaining all necessary occupancy permits from the City shall occur within twelve (12) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

3.

The Company further covenants and agrees that it does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States, or (b) authorized by law to be employed in that manner in the United States.

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company an amount equal to twenty-five percent (25%) of the base monthly rent for the first 12 consecutive months of operation not to exceed Ten Thousand Dollars (\$10,000.00). The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Property; (b) proof that the Company has added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; and, (c) an affidavit from the landlord of the Property stating that all rents have been paid in accordance with the terms of the lease agreement for the first twelve consecutive months of operation.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus $\frac{1}{2}\%$ per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus $\frac{1}{2}\%$ per annum, within thirty (30) days after the TEDC notifies the Company of the violation.

The Company shall also reimburse the TEDC for any and all reasonable attorney's fees and costs incurred by the TEDC as a result of any action required to obtain reimbursement of such funds.

6.

This Agreement shall inure to the benefit of and be binding upon the TEDC and the Company, and upon the Company's successors and assigns, affiliates, and subsidiaries, and shall remain in force whether the Company sells, assigns, or in any other manner disposes of, either voluntarily or by operation of law, all or any part of the Property and the agreements herein contained shall be held to be covenants running with the Property for so long as this Agreement, or any extension thereof, remains in effect.

7.

Any notice provided or permitted to be given under this Agreement must be in writing and may be served by (i) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, registered or certified mail, return receipt requested; or (ii) by delivering the same in person to such party; or (iii) by overnight or messenger delivery service that retains regular records of delivery and receipt; or (iv) by facsimile; provided a copy of such notice is sent within one (1) day thereafter by another method provided above. The initial addresses of the parties for the purpose of notice under this Agreement shall be as follows:

If to City: Tomball Economic Development Corporation
401 W. Market Street
Tomball, Texas 77375
Attn: President, Board of Directors

If to Company: Niki's Mini Donuts, LLC
1417 Graham Drive, Suite 400
Tomball, TX 77375
Attn: Analyn Norato, Manager/Co-Owner

8.

This Agreement shall be performable and enforceable in Harris County, Texas, and shall be construed in accordance with the laws of the State of Texas.

9.

Except as otherwise provided in this Agreement, this Agreement shall be subject to change, amendment or modification only in writing, and by the signatures and mutual consent of the parties hereto.

10.

The failure of any party to insist in any one or more instances on the performance of any of the terms, covenants or conditions of this Agreement, or to exercise any of its rights, shall not be construed as a waiver or relinquishment of such term, covenant, or condition, or right with respect to further performance. This Agreement shall bind and benefit the respective Parties and their legal successors and shall not be assignable, in whole or in part, by any party without first obtaining written consent of the other party.

11.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2025 (the “Effective Date”).

NIKI’S MINI DONUTS, LLC

By: _____

Name: Analyn Norato

Title: Manager/Co-Owner

ATTEST:

By: _____

Name: _____

Title: _____

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: Bill Sumner Jr.

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ___ day of ___ 2025, by Analyn Norato, Manager/Co-Owner of Niki’s Mini Donuts, LLC, for and on behalf of said company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the _12th_ day of _November_ 2024, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit "A"

Legal Description of Property

Property Address: 1417 Graham Drive, Suite 400, Tomball, TX 77375

DRAFT

City Council Meeting Agenda Item Data Sheet

Meeting Date: December 16, 2024

Topic:

Approve Minutes of the December 2, 2024, Special and Regular City Council meetings.

Background:

Origination: City Secretary Office

Recommendation:

Approve Minutes

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

FUNDING (IF APPLICABLE)

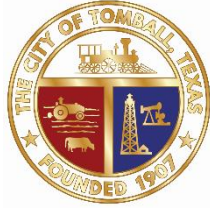
Are funds specifically designated in the current budget for the full amount required for this purpose?

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

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



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

- A. Mayor L. Klein-Quinn called the meeting of the City of Tomball Council to order at 5:00 P.M.

PRESENT

Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa A. Covington
Council 5 Randy Parr

OTHERS PRESENT

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

- B. Public Comments and Receipt of Petitions ; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a*

matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]

No public comments were received.

C. General Discussion

1. 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.

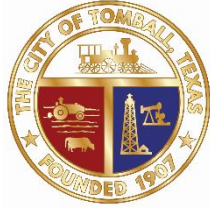
4. Zoning Case Z24-20: Request by Indus Equities LLC, represented by Windrose Land Services, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances, by rezoning approximately 1.800 acres of land legally described as being a 1.800-acre tract of land situated in the John M. Hooper Survey, Abstract 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. Meeting adjourned at 5:47 P.M.

PASSED AND APPROVED this 16th day of December 2024.

Tracylynn Garcia
City Secretary, TRMC, MMC, CPM

Lori Klein Quinn
Mayor

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



**Monday, December 02, 2024
6:00 PM**

- A. Mayor L. Klein-Quinn called the meeting of the City of Tomball Council to order at 6:05 P.M.

PRESENT

Council 1 John Ford
Council 2 Paul Garcia
Council 3 Dane Dunagin
Council 4 Lisa A. Covington
Council 5 Randy Parr

OTHERS PRESENT

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

- B. Invocation - Led by Pastor Tim Niekerk with Salem Lutheran Church
- C. Pledges to U.S. and Texas Flags led by Councilman Lisa A. Covington
- D. Public Comments and Receipt of Petitions; *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a*

matter until such matter has been placed on an agenda and posted in accordance with law - GC, 551.042.]

Brandy Beyer - Thanks for 23rd Annual Chamber
20331 New Kentucky Village Parade support
Hockley, Texas

Amy Mason - Miss Tomball 2025 introductions
26003 Di-Jon Drive Ms. Tomball - Ashlyn Golson
Tomball, Texas

Christina Breaux - in support of item G-2
1155 E. Huffsmith
Tomball, Texas

E. Presentations

1. Proclamation – Celebrating Bruce Hillegeist’s 30 years as President and CEO of the Greater Tomball Area Chamber of Commerce

F. Reports and Announcements

1. Announcements

I. Upcoming Events:

- December 7, 2024 – Holiday Heroes 8:00 a.m. to noon @ St. Anne’s Catholic Church & Tomball Walmart
- December 7, 2024 –Tomball Farmers Market Polar Express Market 9 a.m. to 1 p.m. at Farmers Market Lot
- December 7, 2024 – Louie’s Together Playground Grand Opening 2 p.m. - 3 p.m. @ Juergens Park
- December 7, 2024 – Deck the Depot Tree Lighting 4 p.m. - 8 p.m. @ Depot
- December 13-14, 2024 – Tomball Museum Candlelight Tours 6 p.m. - 9 p.m. @ Depot

- December 13-15, 2024 – Tomball German Christmas Market (Fri: 6-10 p.m., Sat: 10 a.m. to 10 p.m., Sun: 10 a.m. to 6 p.m.) @ 100-400 block of Market St.

G. Old Business

1. Adopt, on Second Reading, Ordinance No. 2024-34, an Ordinance of the City of Tomball, Texas, amending Chapter 50 of the Tomball Code of Ordinances by rezoning approximately 36.408 acres of land legally described as being three tracts of land situated in the Jesse Pruett Survey, Abstract No. 629 from Single-Family Estate Residential (SF-20-E) to the Light Industrial (LI) zoning district. The property is located at 21725 Hufsmith-Kohrville Road, within the City of Tomball, Harris County, Texas; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Motion made by Council 3 Dunagin, Seconded by Council 4 Covington.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

2. Adopt, on Second Reading, Ordinance No. 2024-39, an Ordinance of the City of Tomball, Texas amending its Code of Ordinances by amending Chapter 18, Environment, by adding a new section 18-169, Business hours of operation; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof; providing for severability, making findings of fact; and providing for other related matters.

Motion made by Council 5 Parr, Seconded by Council 4 Covington.

Voting Yea: Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Voting Nay: Council 1 Ford, Council 2 Garcia

Motion carried 3 votes yea, 2 votes nay.

3. Approve Resolution No. 2024-43, a Resolution of the City Council of the City of Tomball, Texas, casting its vote to appoint directors to the Harris Central Appraisal District's board of directors.

Motion made by Council 3 Dunagin to cast all 5 votes for Mike Sullivan,
Seconded by Council 1 Ford.

Voting Yea: Council 3 Dunagin

Voting Nay: Council 1 Ford, Council 2 Garcia, Council 4 Covington, Council 5
Parr

Motion failed unanimously.

Motion made by Council 5 Parr, Seconded by Council 2 Garcia to cast all 5 votes
for Noriega.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4
Covington, Council 5 Parr

Motion carried unanimously.

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

1. Approve Minutes of the November 18, 2024, Special and Regular City Council meetings.
2. Approve Resolution No. 2024-47, the 2024-25 Strategic Plan
3. Approve the expenditure of greater than \$50,000 with AT&T Corp. for communication services, including FirstNet services, for a not-to-exceed amount of \$75,000.00 through a Department of Information Resources (DIR) Cooperative contract (DIR-TELE-CTSA-002), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchase.
4. Approve the expenditure exceeding \$50,000 with CyberOne, LLC for a total not-to-exceed amount of \$73,100.00 for consulting and software services which includes the annual renewal of CrowdStrike security services, and penetration testing (PEN testing). These services are in accordance with the organization's approved budget for fiscal years 2024-2025.

5. Authorize the City Manager to execute an amendment to the Interlocal Agreement between the City of Tomball and Harris County Emergency Services District No. 15 (ESD15) for Fire Protection, Fire Suppression, and Rescue Services.
6. Approve an expenditure of greater than \$50,000 with Axon Enterprise Inc. for video and surveillance services and licenses for a not-to-exceed amount of \$132,972.82. This expenditure is included in the FY 2024-2025 Budget.
7. Approve the purchase of a vehicle from Donalson CDJR, LLC through TIPS Cooperative Purchasing Network (Contract #210907) for a not-to-exceed amount of \$47,112.50, approve the expenditure of funds therefore, and authorize the City Manager to execute any and all documents related to the purchase. This item was not included in the FY 2024-2025 budget as it is related to an insurance claim.
8. Approve Resolution Number 2024-44, a Resolution of the City Council of the City of Tomball, Texas authorizing the submission of a Texas Community Development Block Grant (TxCDBG) Program Application to the Texas Department of Agriculture for the Community Development Fund.
9. Approve a services agreement renewal with PVS DX, Inc. (formally DXI Industries, Inc.) for the purchase of chlorine and sulfur dioxide gas for water treatment for Fiscal Year 2025, for a not-to-exceed amount of \$225,000 (Bid No. 2024-04), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2024-2025 budget.
10. Approve a two-year Service Agreement with InfoSend, Inc. for Utility Billing Printing and Mailing Services (RFP 2024-12) for a total contract amount of \$110,000 (\$55,000 per year), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2024-2025 adopted budget.

Motion made by Council 1 Ford, Seconded by Council 5 Parr.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

I. New Business

1. Approve a two-year Service Agreement with RGS for consumer debt collection services for utility accounts (RFP 2024-09R), approve the expenditure of funds therefor, and authorize the City Manager to execute any and all documents related to the purchases. These expenditures are included in the fiscal year 2025-2025 adopted budget.

Motion made by Council 1 Ford, Seconded by Council 4 Covington.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

2. Presentation, discussion and possible action to regarding the establishment of a 4 way stop at the intersection of Stella Lane and Camille Drive

Council 5 Parr made a motion to install 4-way stop, Seconded by Council 3 Dunagin.

Motion made by Council 5 Parr, Seconded by Council 3 Dunagin.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

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

Motion made by Council 5 Parr, Seconded by Council 3 Dunagin.

Voting Yea: Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Voting Nay: Council 1 Ford

Motion carried 4 votes yea, 1 vote nay.

4. Approve, on First Reading, Resolution No. 2024-46-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and Niky's Mini Donuts, LLC to make direct incentives to, or expenditures for, rental assistance for new or expanded business enterprise to be located at 1417 Graham Drive, Suite 400, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$10,000.00.

Motion made by Council 1 Ford, Seconded by Council 2 Garcia.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

5. Approve, on First Reading, Resolution No. 2024-45-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Performance Agreement by and between the Corporation and NIVIS SERIES, LLC to make direct incentives to, or expenditures for, assistance with infrastructure costs required or suitable for the promotion of new or expanded business enterprise related to the construction of a commercial office/retail development to be located at 424 Holderrieth Blvd, Tomball, Texas 77375. The estimated amount of expenditures for such Project is an amount not to exceed \$34,170.00.

Motion made by Council 1 Ford, Seconded by Council 4 Covington.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

6. Approve the City Manager and Fire Chief to execute the necessary documents for a Memorandum of Understanding with the Texas A&M Forest Service for Tomball Fire Rescue to assist with the conduction of prescribed fire and mechanical fuel mitigation.

Motion made by Council 1 Ford, Seconded by Council 5 Parr.

Voting Yea: Council 1 Ford, Council 2 Garcia, Council 3 Dunagin, Council 4 Covington, Council 5 Parr

Motion carried unanimously.

7. Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session

Sec. 551.072 – Deliberations regarding Real Property

Executive Session Started: 7:27 P.M.

Executive Session Ended: 8:15 P.M.

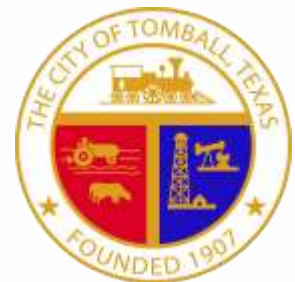
J. Meeting adjourned at 8:15 p.m.

PASSED AND APPROVED this 16th day of December 2024.

Tracylynn Garcia
City Secretary, TRMC, MMC, CPM

Lori Klein Quinn
Mayor

International Building Codes (IBC) 2021 Edition Update



Purpose of building codes

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



Why update codes?

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



Comparable cities

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



Why the urgency?

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



Proposed updates

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



What has been done so far?

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



Significant code changes

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



Adoption schedule

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

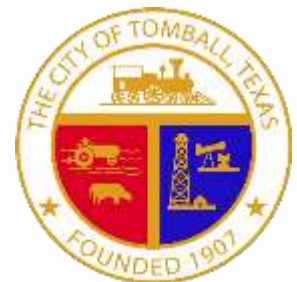


International Fire Codes (IFC) 2021 Edition Update



Purpose of fire codes

- Provide minimum building and occupancy standards necessary for protection of life and property.
- Safeguard public health, safety, and welfare.
- Provide for the safety of firefighters/emergency responders
- Protects investments



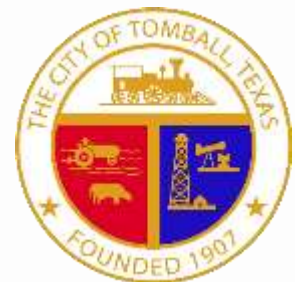
Why update codes?

- Updated technology and methods
- ISO BCEGS and PPC
 - Scores municipalities on codes (loss risks) and provides them to insurance providers, can affect insurance premiums
 - Municipalities with effective, well-enforced codes should demonstrate lower losses and lower insurance rates
- Industry standard
 - Uniformity with Building Codes
 - Many nearby communities are on newer codes, including Harris County



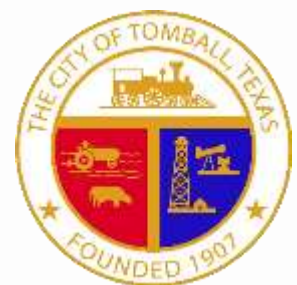
Comparable cities

Municipality	Building Code	Fire Code
Bellaire	2021	2021
Humble	2018	2018
West University Place	2021	2021
Katy	2021	2021
Stafford	updating to 2024	updating to 2024
Pearland	2021	2021
Webster	2021	2021
Friendswood	2018	2018
Jersey Village	2018	2018
Conroe	2009	2009
Harris County	None	updating to 2021



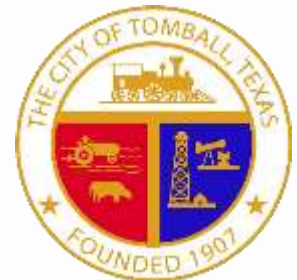
What has been done so far?

- Purchased updated code books
- Training on 2021 codes
 - Fire Chief, Fire Marshal and Deputies
- Informed the development community of the proposed update



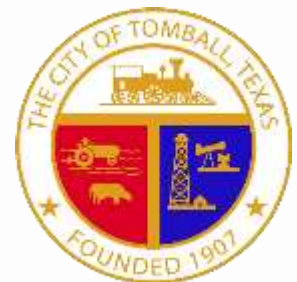
Significant code changes

- Outlined in background information
- Mostly just clarifications
- Allows for new technology
- 2021 codes have become the industry standard
 - Anticipate little to no impact to developers costs.



Adoption schedule

- City Council Workshop
 - December 2, 2024
- Regular City Council
 - December 16, 2024 - first reading of ordinance
 - January 6, 2025 - second reading of ordinance



City Council Meeting Agenda Item Data Sheet

Meeting Date: December 16, 2024

Topic:

Consider approval of Resolution No. 2024-50, a Resolution of the City of Tomball, Texas, amending sections of the Master Fee Schedule for Fiscal Year 2024-2025.

Background:

Resolution No. 2024-50 amends the Development Permits, Inspections & Fees Section of the Master Fee Schedule by adding tree preservation fees. Upon approval of the fees presented, a revised copy of the Master Fee Schedule will be posted on the City’s website.

Origination: Community Development Department

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

RESOLUTION NO. 2024-50

**A RESOLUTION OF THE CITY OF TOMBALL, TEXAS, ADDING
TREE PRESERVATION FEES TO THE MASTER FEE SCHEDULE
FOR FISCAL YEAR 2024-2025.**

* * * * *

WHEREAS, on August 19, 2024, the Tomball City Council adopted a Master Fee Schedule for Fiscal Year 2024-2025 to provide easier access for Tomball residents and commercial interests; and

WHEREAS, the Tomball City Council finds it advisable and necessary to add tree preservation fees to the Master Fee Schedule; **NOW, THEREFORE BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:**

Section 1. The City Council finds that the facts and matters set forth in the preamble of this Resolution are true and correct.

Section 2. Page 8, Development Permits, Inspections & Fees, of the Master Fee Schedule for the City of Tomball, Texas for Fiscal Year 2024-2025 is hereby amended to reflect tree preservation fees.

Section 3. A copy of the Amended Master Fee Schedule for Fiscal Year 2024-2025 is attached hereto and incorporated by reference.

Section 4. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Resolution 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 Resolution 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.

PASSED, APPROVED, AND RESOLVED this ____ day of _____ 2024.

Lori Klein Quinn, Mayor

ATTEST:

Tracylynn Garcia, City Secretary

Development Permits, Inspections & Fees

Community Development & Engineering Fees			
Plat Fees			
Plat Type	Base Fee	Per Lot	Maximum per Plat
Preliminary Plat, Final Plat, Replat, and Minor Plats	\$500.00	\$20.00	\$2,500
Joinder Lot			\$100.00
Planning Fees			
Rezoning		\$1,000.00	
Text Amendment		\$1,000.00	
Conditional Use Permit		\$1,000.00	
Planned Development (with concept or site plan)		\$1,500.00	
Non-residential site plan review – 2,000 square feet or less		\$250.00	
Non-residential site plan review – greater than 2,000 square feet		\$300.00 plus \$10.00 per acre	
Single-family site plan/Building elevation review		\$50.00	
Variance/Special Exception (Board of Adjustments)		\$500.00	
Zoning Verification Request		\$50.00	
Comprehensive Plan Amendment		\$1,000.00	
Public Improvement District Fees			
Nonrefundable application fee paid at the time of petition submission		\$2,500.00	
Engineering Fees			
Floodplain permit application	\$50.00		
TXDOT Right of Way Utility and Leasing Information System (RULIS)/UIR Permit Application	\$100.00		
Civil plan review fee <i>HB 3492 hourly rate: \$85.91</i>	\$101 per acre of development (minimum of \$101) \$86 per hour for each review after three reviews		
Development Construction Inspection Fee HB 3492 hourly rate: \$102.19	Project Area	Fee	
	0 to 0.50 acres	\$800	
	0.501 to 4.99 acres	\$1,200	
	4.991 acres and more	\$2,500 + \$1,133 per additional acre above 4.991 acres	
Right-of-way abandonment	\$1,000.00		
Fee-in-lieu-of construction of sidewalks	\$75.00 per linear foot of street frontage		
Performance bonds and maintenance bonds are required when project includes public infrastructure or detention projects. Contact the Community Development department for additional information.			
Tree Preservation Fees			
Tree Removal Permit	\$50.00		
Tree Mitigation Fee (fee-in-lieu of replacement)	\$150.00 per caliper inch		

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: December 16, 2024

Topic:

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

Background:

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

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

Origination: Community Development Department

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)

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

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

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

Signed _____ Approved by _____
Staff Member Date City Manager Date

ORDINANCE NO. 2024-41

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

* * * * *

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

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

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

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

“Sec. 10-1. International codes adopted.

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

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

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

(k) 2021 International Solar Energy Provisions Code®

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

104. Duties and Power of Building Official.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exceptions:

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

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

1.2. It is adequately protected against erosion.

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

1.4. It is approved by the Building Official.

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

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

Sec. 10-4. Payroll records.

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

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

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

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

Sec. 10-6. Appeals.

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

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

ARTICLE I. IN GENERAL

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~Secs. 10-2 — 10-20. Reserved.~~

ARTICLE II. BUILDING CODE

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~(k) Appendices:~~

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

~~Appendix A, Employee Qualifications;~~

~~Appendix B, Board of Appeals;~~

~~Appendix D, Fire Districts;~~

~~Appendix E, Supplementary Accessibility Requirements;~~

~~Appendix H, Signs;~~

~~Appendix I, Patio Covers;~~

~~Appendix K, Administrative Provisions;~~

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

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

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

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

~~Appendix F, Rodentproofing; and~~

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

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

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

~~Exceptions:~~

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

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

1.2. It is adequately protected against erosion.

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

1.4. It is approved by the building official.

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

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

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

Secs. 10 23—10 47. Reserved.

ARTICLE III. RESIDENTIAL CODE

Sec. 10 48. International Residential Code adopted.

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

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

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

Sec. 10 49. Conflicts.

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

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

Sec. 10 50. Enforcement.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(k) Appendices:

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

Appendix A, Sizing and Capacities of Gas Piping;

Appendix E, Manufactured Housing Used As Dwellings;

Appendix F, Radon Control Methods;

Appendix G, Piping Standards for Various Applications;

Appendix H, Patio Covers;

Appendix I, Private Sewage Disposal;

Appendix J, Existing Buildings and Structures;

Appendix K, Sound Transmission;

Appendix L, Permit Fees;

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

Appendix N, Venting Methods;

Appendix O, Automatic Vehicular Gates;

Appendix P, Sizing of Water Piping System;

Appendix R, Light Straw Clay Construction;

Appendix S, Strawbale Construction; and

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

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

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

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

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

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

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

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

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

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

Secs. 10 52 — 10 75. Reserved.

ARTICLE IV. AIR CONDITIONING AND MECHANICAL WORK

Sec. 10-76. International Mechanical Code adopted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~(j) Appendices:~~

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- ~~(1) Habitual drunkenness or the use of narcotics.~~
- ~~(2) Conviction of a crime involving moral turpitude.~~
- ~~(3) Adjudication of insanity.~~
- ~~(4) Fraud or misrepresentation in obtaining a registration or permit.~~

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

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

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

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

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

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

~~Secs. 10 85 – 10 111. Reserved.~~

ARTICLE V. ELECTRICITY¹

DIVISION 1. GENERALLY

Sec. 10 112. Definitions.

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

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

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

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

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

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

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

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

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

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

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

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

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

~~Secs. 10-115—10-141. Reserved.~~

~~DIVISION 2. ELECTRICAL INSPECTOR~~

Sec. 10-142. Office established.

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

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

Sec. 10-143. Appointment.

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

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

Sec. 10-144. Office may be combined.

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

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

Sec. 10-145. Conflict of interest.

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

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

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

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

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

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

Sec. 10-147. Duties.

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

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

Sec. 10-148. Right of entry.

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

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

Sec. 10-149. Disconnect service.

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

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

Sec. 10-150. Decision of questions.

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

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

Sec. 10-151. Review of decisions.

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

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

Sec. 10-152. Records.

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

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

Secs. 10-153—10-170. Reserved.

DIVISION 3. ELECTRICIANS

Subdivision I. In General

Sec. 10-171. Work restricted.

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

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

Sec. 10-172. Homeowners.

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

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

Sec. 10-173. Supervision of work.

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

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

Secs. 10-174—10-210. Reserved.

Subdivision II. Master Electrician

Sec. 10-211. License required.

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

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

Sec. 10-212. Insurance.

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

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

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

Sec. 10-213. Issuance of permits restricted.

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

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

Sec. 10-214. Misuse of license.

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

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

~~Secs. 10 215 — 10 236. Reserved.~~

Subdivision III. Journeyman Electrician

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

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

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

~~Sec. 10 238. Display.~~

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

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

~~Secs. 10 239 — 10 269. Reserved.~~

Subdivision IV. Apprentice Electrician Registration

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

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

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

~~Sec. 10 271. Display.~~

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

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

~~Secs. 10 272 — 10 290. Reserved.~~

DIVISION 4. PERMITS AND INSPECTIONS

Sec. 10 291. Permit required.

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

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

Sec. 10 292. Exceptions — Enumerated.

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

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

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

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

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

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

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

Sec. 10 293. Same — Compliance.

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

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

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

Sec. 10-294. Emergencies:

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

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

Sec. 10-295. Application:

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

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

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

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

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

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

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

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

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

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

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

Sec. 10 297. Fees.

(a) Before any permit shall be issued, under the provisions of this division, the applicant shall pay fees according to the established schedule adopted by resolution of the city council from time to time.

(b) Ordinary fees will be doubled for any permit issued after the work has been started or after the work has been partially completed or concealed.

(c) In case it becomes necessary to make a re inspection of any work, fees will be charged according to the established schedule.

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

Sec. 10 298. Temporary installations.

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

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

Sec. 10 299. Display.

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

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

Sec. 10 300. Expiration.

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

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

Sec. 10 301. Refusal to finish installation.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Sec. 10 306. Reserved.

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

Secs. 10 307 — 10 332. Reserved.

ARTICLE VI. PLUMBING AND GAS

DIVISION 1. GENERALLY

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

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

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

Secs. 10 334 — 10 356. Reserved.

DIVISION 2. CODES

Sec. 10 357. International Plumbing Code adopted.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

~~(l) Appendices.~~

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

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

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

~~Appendix C, Structural Safety;~~

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

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

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

~~Secs. 10-359 — 10-368. Reserved.~~

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

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

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE ____ 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

International Building Codes (IBC) 2021 Edition Update



Purpose of building codes

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



Why update codes?

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



Comparable cities

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



Why the urgency?

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



Proposed updates

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



What has been done so far?

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



Significant code changes

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



Adoption schedule

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



2021 International Building Code

Overview of Changes

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

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

New in the 2021 IBC Edition

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

2021 International Residential Code Overview of Changes

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

New In the 2021 Edition

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

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

2021 International Plumbing Code Overview of Changes

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

New in the 2021 Edition

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

2021 International Mechanical Code Overview of Changes

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

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

New in the 2021 Edition:

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

2021 International Fuel Gas Code Overview of Changes

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

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

New in the 2021 Edition:

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

2021 International Energy Conservation Code Overview of Changes

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

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

New in the 2021 Edition

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

2021 International Property Maintenance Code

Overview of Changes

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

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

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

2023 National Electric Code Overview of Changes

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

2023 Edition of the NEC

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

New in the 2020 Edition

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

ORDINANCE NO. 2024-42

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS ADDING SECTION 44-67, ARTICLE 3, OPERATION OF VEHICLES, ENGINE BRAKE PROHIBITED, PROHIBITING THE USE OF MOTOR ENGINE BRAKES (ALSO KNOWN AS “JAKE BRAKES”) WITHIN THE CITY LIMITS; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; DECLARING CERTAIN CONDUCT TO BE UNLAWFUL; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000.00 FOR EACH VIOLATION OF THIS ORDINANCE WITH EVERY DAY CONSTITUTING A NEW VIOLATION; PROVIDING FOR SEVERABILITY; PROVIDING FOR PUBLICATION; AND PROVIDING AN EFFECTIVE DATE.

* * * * *

WHEREAS, the City of Tomball, Texas (the “City”) is a home-rule municipality pursuant to section 5 article 11 of the Texas Constitution and, as such, is vested with the power of local self-government; and

WHEREAS, the City Council finds that unreasonable noise emitting from the use of engine braking systems of trucks travelling within the City limits of the City to be a nuisance which detract from the health, safety, and general welfare of residents and is disruptive to the businesses located within the City; and

WHEREAS, the City Council seeks to continue to promote health, safety, and general welfare within the City limits by prohibiting the particular vehicle operations which create the specific noise nuisance:

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

Section 1. The findings contained in the preamble of this Ordinance are hereby found to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. Section 44-67, Article 3, Operation of Vehicles, Engine Brake Prohibited, is hereby added, such Section 44-67 to read as follows:

“Engine Brake Prohibited. The City Council hereby finds the operation of engine or motor brakes contributes to the destruction of pavement and produces unreasonably loud, disturbing, and unnecessary noise, and hereby declares such to be a nuisance and hereby declares it to be unlawful for an operator of a motor vehicle to use such an engine braking system within the City limits.

(a) Definitions.

- (1) “Engine Braking” and “Engine Compression Brake” shall mean the use or operation of any mechanical exhaust or retarding device designed to aid in the braking, decompression, or deceleration of a motor vehicle, rather than by using the vehicle’s foundation brakes which use results in the excessive, loud, unusual or explosive noise from such vehicle in excess of state or federal noise standards for said vehicles.
- (2) “Motor Vehicle”. Shall have the same meaning as the term is defined by the Texas Transportation Code § 541.201, as amended.

(b) Offense.

Engine braking, as defined in this Ordinance, shall be unlawful within the City limits of Tomball, Texas. Therefore, it shall be an offense for the driver of any motor vehicle to use or operate or cause to be used or operated within the City limits any engine brake, jake brake, compression brake, dynamic braking system, mechanical exhaust device, or other similar device designed to aid in the braking or deceleration of any motor vehicle that results in excessive, loud, unusual, or explosive noise from such vehicle.

(c) Exceptions.

- (1) Sounds created by emergency equipment for emergency purposes shall be exempt.
- (2) Sounds created by City-owned equipment for emergency purposes shall be exempt.

(d) Defenses.

It is an affirmative defense to conviction of an offense under this Ordinance that the engine braking system was used to slow the motor vehicle in order to avoid imminent danger.

(e) Signage.

The City Manager is hereby directed to ensure signs are installed at appropriate locations within the City rights-of-ways prohibiting the use of engine braking exhaust systems except during emergency operations as set forth in this Ordinance and to coordinate any necessary actions by and through the Texas Department of Transportation (“TxDOT”) and/or Harris County for any rights-of-way that may require such coordination. Signage shall be in conformance with Texas Manual on Uniform Traffic Control

Devices (TMUTCD).

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 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

LORI KLEIN QUINN, Mayor
City of Tomball

ATTEST:

TRACYLYNN GARCIA, City Secretary
City of Tomball

City Council Meeting Agenda Item Data Sheet

Meeting Date: December 16, 2024

Topic:

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

Background:

Several cities in the state of Texas have ordinances designed to limit the noise pollution created by vehicular traffic. While the City of Tomball has a robust noise ordinance in existence, increased traffic, expanding commerce, and growth of the City streets provides an opportunity to further enhance the City’s ability to enforce excessive and unnecessary noise caused by engine braking.

Origination: Tomball Police Department

Recommendation:

Staff recommends approving Ordinance 2024-42

Party(ies) responsible for placing this item on agenda: Jeffrey Bert, Chief of Police

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: Jeffrey Bert **Approved by:** _____
Staff Member Date City Manager Date

ORDINANCE NO. 2024-43

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

* * * * *

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

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

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

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

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

Section 2. The Code of Ordinances of the City of Tomball, Texas is hereby amended by amending Section 20-25, International Fire Code adopted, Article II, Fire Code, by adding thereto the underlined and removing therefrom the strikethrough, as follows:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

City shall mean the City of Tomball, Texas.

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

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

Fire Marshal. See fire code official.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

No permit is required for this operation.

Exceptions:

1. One and two-family dwellings.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Section 903.2.10;

Section 903.2.11.3;

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

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

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

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

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

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

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

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

Exceptions:

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

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

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

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

Exceptions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Exceptions:

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

(ii) Appendices.

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

Appendix A, Board of Appeals;

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

Appendix B, Fire-Flow Requirements for Buildings;

Appendix C, Fire Hydrant Locations and Distribution;

Appendix D, Fire Apparatus Access Roads;

Appendix F, Hazard Ranking;

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

Appendix I, Fire Protection Systems—Noncompliant Conditions;

Appendix J, Building Information Sign; and

Appendix K, Construction Requirements for Existing Ambulatory Care Facilities;

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

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

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

Appendix E, Hazard Categories;

Appendix G, Cryogenic Fluids—Weight and Volume Equivalents

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

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

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

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

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

Section 5. In the event any clause, provision, sentence, or part of the Ordinance or the application of the same to any person or circumstances shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas declares that it would have been passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

Section 6. This Ordinance shall take effect fourteen (14) days from and after its passage and the publication of the caption hereof, as provided by law and the City's Home Rule Charter.

FIRST READING:

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

Tracylynn Garcia, City Secretary

Significant Changes to International Fire Code 2021

508.1, 508.1.1, 508.1.3, 508.1.7 (New)

Fire Command Center

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

510.4.1, 510.4.1.1, 202

Emergency Responder Communication Coverage - Signals

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

903.2.4.2 (New), 903.2.9.3 (New)

Distilled Spirits

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

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

Upholstered Furniture and Mattresses

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

903.2.10, 903.2.11.3

Group S-2 Parking Garages

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

903.2.10.2, IBC 202

Mechanical-Access Parking Garages

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

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

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

905.3.1

Standpipes in Parking Garages

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

907.2.10 (New)

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

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

907.4, 907.5, 907.5.1 (New), 907.5.2.1.3 (New), 907.5.2.1.3.1 (New), 907.5.2.1.3.2 (New) **Low-frequency Alarms in Sleeping Rooms**

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

907.6.6.1, 907.6.6.2 (New)

Fire Alarm System Monitoring

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

913.2.2

Protection of Circuits for Electric Fire Pumps

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

914.7, 914.7.1, 914.7.2, 202

Puzzle Rooms

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

1006.3, 1006.3.1, 1006.3.2, 1017.3.2.3

Exit Access Stairways in Atriums

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

1006.3.2, Exception 7; 1006.3, 1006.3.1

Egress from Occupied Roofs

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

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

Single Exit - Exit Access vs. Common Path

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

1010.1.1

Size of Doors

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

1010.2.4

Locks and Latches

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

1010.2.8, 1010.2.8.1, 1031.2.2

Locking Arrangements in Educational Occupancies

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

1010.2.9, 1010.2.9.1, 1010.2.9.2

Panic Hardware and Fire Exit Hardware

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

1203.1.2

Fuel Line Piping Protection

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

1204

Portable Generators

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

1205.3.3

Smoke Ventilation with Solar PV

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

1207

Electrical Energy Storage Systems

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

2308.1, 2308.2, 2308.2.3, 2308.2.4

CNG Vehicle Fueling

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

2311.8

Repair of Lighter-than-Air Fueled Vehicles

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

2404.3.3.6

Size of Spray Booths

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

Table 3203.8

High-Piled Storage of Lithium-Ion Batteries

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

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

Storage of Distilled Spirits and Wines

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

5601.1.3

Retail of Consumer Use Fireworks

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

5606.1, 5606.6

Ammunition Reloading in Commercial Operations

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

5707.1, 5707.2, 5707.2.1, 5707.2.2

On-Demand Mobile Fueling

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

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

Chemical Facility Anti-Terrorism Standards

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: December 16, 2024

Topic:

Approve an expenditure of greater than \$50,000 with the Harris County Appraisal District for appraisal services to certify property values used by the City to assess property owners their FY2024-2025 tax assessment for a not to exceed amount of \$80,621, authorize the expenditure of funds therefore, and authorize the City Manager to execute all documents necessary for the expenditure. This expenditure is included in the FY2024-2025 budget.

Background:

The Harris County Appraisal District provides the taxable values used to calculate property tax assessments for the City budget. The cost of this service is spread between all entities levying property tax in Harris County. The amount each taxing entity pays to HCAD is based on an allocation ratio of the total tax levied by the entity in Harris County. The FY2024 fee for this service was \$81,918 which is slightly higher than the current year assessment. Quarterly payments of \$20,155 will be paid to HCAD in FY2025, totaling \$80,621.

Origination: Finance

Recommendation:

Staff recommend approving the payment of \$80,621 to the Harris County Appraisal District for appraisal services related to the FY2024-2025 budget.

Party(ies) responsible for placing this item on agenda: Bragg Farmer, Finance 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: # Multiple

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

Signed: Bragg Farmer 12.10.24 **Approved by:** _____
Staff Member Date City Manager Date

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: December 16, 2024

Topic:

Approve an agreement with BL Technology, LLC and Inframark Company, for the upgrade of Utilities’ SCADA system software through the TIPS Purchasing Contract (TIPS USA #230105 - Technology Solutions Products and Services – Red River Technologies), for a not-to-exceed amount of \$307,705.00. Additionally, authorize the expenditure of funds and empower the City Manager to execute all necessary documents related to this expenditure. This amount is included in the FY 2024-2025 budget as part of the 2025-2029 Capital Improvement Plan.

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. This poses a risk to the safety, quality, and regulatory compliance of the City’s water and wastewater operations.

The proposed SCADA software 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	\$25,000
Total Cost:	\$307,705
Total Budget:	\$310,000
Remaining Funding:	\$2,295

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 BL Technology, LLC 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: 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.



November 12, 2024

Quote Expiration

January 11, 2025

Bill of Materials and Labor

Qty	Tag/Loop	Description
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SCADA SOFTWARE

1		<p>Trihedral VTSCADA - Dual Server Premium 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</p>
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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	<p>Central Telemetry Unit 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</p>
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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.

Customer: City of Tomball, TX
 Project: Water Plant Scada Project
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Reseller: Red River Technology LLC (#230105)

November 12, 2024

Quote Expiration
 January 11, 2025

Bill of Materials and Labor

Qty	Tag/Loop	Description
1	RTU-PST	<p>Pine Street Water Tank RTU 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>Notes: 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>Pine Street Pump Station RTU 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>Note: The existing radio enclosure will be reused. The subpanel will be replaced and field terminations re-landed.</p>		
1	RTU-SSP	<p>School Street Pump RTU 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>



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
		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	Ulrich Water Tank RTU Enclosure: Reuse Existing Enclosure & Subpanel PLC Manufacturer: Allen Bradley Communications: Cellular Radio Optional Features: Bulkhead-mounted RF Surge Protector Ethernet Switch, Unmanaged
		Note: The existing PLC enclosure and subpanel will be reused. A new PLC, cellular modem, and antenna will be installed.
1	RTU-15902	WTP 15902 RTU Enclosure: Reuse Existing Enclosure & Subpanel PLC Manufacturer: Allen Bradley Communications: Cellular Radio Optional Features: Bulkhead-mounted RF Surge Protector Ethernet Switch, Unmanaged
		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.



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



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November 12, 2024

Quote Expiration
 January 11, 2025

Bill of Materials and Labor

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

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



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
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 DOES NOT INCLUDE the physical installation of coaxial cable or other related components.
I	* Installation of Communications Towers or Poles *	This quotation DOES NOT INCLUDE the supply or physical installation of Communication Towers or Poles.
J	* Contractor License Information *	
K	* Order Information *	<p>Email PO & Vendor Quote To: TIPSPO@TIPS-USA.COM</p> <p>Please make PO to: BL Technology, LLC.</p> <p>PO and Quote must reference vendor's TIP's contract number (#230105). Attach PO as a PDF only. One PO (With Quote) per attachment.</p>
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 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



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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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.



November 12, 2024

Quote Expiration

January 11, 2025

Bill of Materials and Labor

Qty	Tag/Loop	Description
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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.

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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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: 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.



November 13, 2024

Quote Expiration

January 12, 2025

Bill of Materials and Labor

Qty	Tag/Loop	Description
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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



November 13, 2024

Quote Expiration

January 12, 2025

Bill of Materials and Labor

Qty	Tag/Loop	Description
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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>Blower Building Remote Telemetry Unit Control Panel Enclosure: NEMA 12 & 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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Reseller: Red River Technology LLC (#230105)

November 13, 2024

Quote Expiration

January 12, 2025

Bill of Materials and Labor

Qty	Tag/Loop	Description
-----	----------	-------------

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.



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
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.
One Lot		HMI Applications & Graphics Labor (including Travel & Living expenses) as required to execute the above referenced scope of supply.
One Lot		PLC Applications Labor (including Travel & Living expenses) as required to execute the above referenced scope of supply.
One Lot		Field Service Labor (including Travel & Living expenses) as required to execute the above referenced scope of supply.
N/A		Electrical Installation/Terminations Labor (including Travel & Living expenses) as required to execute the above referenced scope of supply.
1 Year		Onsite Comprehensive Warranty (including Travel & Living expenses)
One Lot		Freight

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.



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
-----	----------	-------------

- 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

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





November 13, 2024

Quote Expiration

January 12, 2025

Bill of Materials and Labor

Qty	Tag/Loop	Description
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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.



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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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.



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

Bill of Materials and Labor

Quote Expiration

January 12, 2025

Qty	Tag/Loop	Description
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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: _____



City Council Meeting

Agenda Item

Data Sheet

Meeting Date: December 16, 2024

Topic:

Authorize the City Manager to Execute an Interlocal Agreement between the City of Tomball and Harris County, by and through Harris County Public Health (HCPH), for a partnership in a wastewater-based epidemiology (WBE) program.

Background:

Wastewater surveillance provides early detection of emerging diseases to improve public health interventions. When combined with other surveillance data including clinical cases, hospital bed utilization, and laboratory testing, wastewater surveillance data can give a broader scope of disease surveillance to public health departments. Public health agencies often perform this work through a wastewater-based epidemiology (WBE) program.

Harris County Public Health maintains a WBE program that is designed to monitor wastewater to detect emerging health threats and provide early warnings for public health interventions. The wastewater data collected will be shared with the objective of using the data to allocate resources efficiently and mitigate potential future diseases surges.

This Agreement has no financial cost exchange associated with it. The County will handle all aspects of the installation, maintenance, and removal of wastewater samplers. Installation of any equipment will be coordinated with City of Tomball treatment plant operators to select a mutually convenient time. During both installation, removal and testing, the County will adhere to all relevant safety and compliance protocols.

Origination: Public Works Department

Recommendation:

Staff recommends approval for an Interlocal Agreement with Harris County, for a partnership in a wastewater based epidemiology (WBE) program.

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: # _____

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

Signed: Drew Huffman **Approved by:** _____

Staff Member Date

City Manager Date

**INTERLOCAL AGREEMENT
BETWEEN HARRIS COUNTY AND
CITY OF TOMBALL**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS INTERLOCAL AGREEMENT (the "Agreement") is entered into upon signature by all parties ("Effective Date") by and between **Harris County, Texas** ("County"), a body corporate and politic under the laws of the State of Texas, by and through Harris County Public Health ("HCPH") and the **City of Tomball** ("City"), pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ann. §791.001 et seq. County and City are referred to herein collectively as the "Parties" and individually as a "Party."

RECITALS:

WHEREAS, County has developed a wastewater based epidemiology ("WBE") program;

WHEREAS, city desires to use County's WBE program to gain valuable insight into epidemiological trends in its jurisdiction;

WHEREAS, Parties desire to exchange wastewater surveillance data to enhance their understanding of epidemiological trends in the area and to use the data as an indicator to monitor disease outbreaks; and

WHEREAS, Parties find that collaborating will primarily serve a public purpose.

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

T E R M S:

ARTICLE I. PURPOSE

The purpose of this Agreement is to describe each Party's role for the coordination of wastewater testing, analysis, and subsequent exchange of information between the Parties through the WBE program, a program developed by HCPH designed to test and analyze wastewater data. This data will be shared between the Parties, and the Parties will use the information to efficiently allocate resources and coordinate outreach to improve the health of residents and to mitigate future disease surges. The specific Scope of Work for this project is found in Attachment A, attached hereto and incorporated herein by reference.

ARTICLE II. CITY DUTIES

During the term of this Agreement, the City agrees to:

- A. Allow the County to access its wastewater facilities and collect influent wastewater samples (the "Samples"), subject to the presence and supervision of the City's Operator.
- B. Appoint a point of contact for County to coordinate supervised site visits in order to collect Samples at regular intervals, but not less than once per week.
- C. Secure, store, and use the data elements listed in Attachment A (the "Data") in a manner that complies with federal, state, and local law.

ARTICLE III. COUNTY DUTIES

During the term of this Agreement, the County agrees to:

- A. Collect Samples from City wastewater facilities at regular intervals and in coordination with and under the supervision of the City's Operator, but not more than twice per week. City shall provide County with the contact information for its Operator for purposes of this Agreement.
- B. Promptly test Samples using its wastewater testing program.
- C. Promptly provide the Data to City at regular intervals.
- D. Promptly inform City if there is an expected or ongoing outage to the data receiving process.
- E. The County will handle all aspects of the installation, maintenance, and removal of wastewater samplers. Installation will be coordinated with the wastewater treatment plant's operators to select a mutually convenient time, typically aimed for the morning hours. The City will not be responsible for any part of the installation or maintenance process. In the event that the City elects to discontinue participation in the program, as stated in Article IV below, a 30-day notice is required to allow the County sufficient time to arrange for the removal of the sampler. Notwithstanding the foregoing, the County may, at its discretion, accommodate a reduced notice period of 30 days if requested. During both installation and removal, the County will adhere to all relevant safety and compliance protocols.

ARTICLE IV. TERM AND TERMINATION

The term of this Agreement commences on the Effective Date and lasts until a year minus a day from the Effective Date ("Initial Term"), unless sooner terminated pursuant to the terms herein contained. This Agreement will automatically renew on the same terms and conditions for four additional one-year terms (each a "Renewal Term") unless it is terminated by either Party by giving the other Party prior written notice of its intention to terminate not less than thirty (30) days prior to the expiration of the term of this Agreement. Notwithstanding the foregoing, either Party may terminate

this Agreement at any time during the Initial Term or any Renewal Term, with or without cause, upon thirty (30) days' written notice to the other Party.

ARTICLE V. LIMIT OF APPROPRIATION

- A. It is agreed that the Parties will not charge a fee for any information disclosed pursuant to this Agreement.
- B. Each Party is responsible for its costs for performance under this Agreement.
- C. Nothing in this Agreement will be construed as obligating a Party to expend funds or to provide resources or be involved in any obligation for future payment of money or provision of resources.
- D. Any funds appropriated under this Agreement will be from current revenue.

ARTICLE VI. NOTICE

All notices and communications permitted or required under this Agreement are to be mailed by United States Postal Service, certified mail, return-receipt requested, to the following addresses:

FOR HARRIS COUNTY: All notices and communications must be mailed as follows:

FOR THE COUNTY:

1111 Fannin Street
Houston, TX 77002
Attention: Executive Director

FOR THE CITY:

501 James St.
Tomball, TX 77375
Attn: Drew Huffman

These addresses may be changed upon giving prior written notice to the other Party. All mailed notices and communications which have been properly addressed are deemed given and complete upon depositing them in the United States Mail.

ARTICLE VII. SAMPLER SPECIFICATIONS

A. Wastewater Sampler Equipment

- i. HCPH will acquire and place the wastewater sampler in the City.
- ii. There are at least two different models that may be placed, with specifications as follows:
 - a. Teledyne Sampler: The sampler measures 32 inches in length, 29 inches in width, and 52 inches in height. These dimensions make it suitable for installation in various locations, including compact spaces. <https://store.teledyneisco.com>
 - b. Hach Sampler: The sampler has dimensions of 30 inches in length, 32 inches in width, and 51 inches in height. This sampler size has suitable space for sample collection and storage. <https://www.hach.com/>

B. Wastewater Sampler Equipment Placement

- i. The sampler(s) will be placed according to the following considerations:
 - a. Strategic Positioning: Samplers are strategically positioned at the influent of the wastewater facility. Placing the sampler at this location ensures easy access to raw, pretreated water, allowing for accurate sampling and analysis. HCPH will ensure that the vinyl tubing is not near the pump and only submerged five (5) inches into the influent.
 - b. Accessibility: Placement of the samplers at the influent also facilitates the sampling process, as it eliminates the need to transport samples over long distances, minimizing the risk of contamination or sample degradation.

C. Wastewater Sampler Requirements

- i. The Sampler requires the following to operate as intended:
 - a. Power Supply: The sampler requires uninterrupted access to a power outlet. These power outlets should be easily accessible and located in proximity to the sampling site to minimize the need for long extension cords or additional wiring.
 1. Power Requirements (Hz): 50 - 60 Hz
 2. Power Requirements (Voltage): 115 V

3. Power Supply: 115 V
 4. Extension Cord Usage: In cases where the existing power outlet is not within reach of the sampler, an extension cord may be used to connect the sampler to the power source.
- D. High-quality extension cords rated for outdoor use to prevent electrical hazards and ensure reliable power transmission are required. HCPH will provide the appropriate extension cord if the City does not have one available for use.
- i. Reliability: Given the critical nature of sampling operations, a reliable power supply is essential to maintain continuous refrigeration and pump operations. Backup power sources or contingency plans should be in place to mitigate the risk.
- E. Wastewater Sampler Equipment Components
- i. Refrigeration Unit: Each sampler is equipped with a refrigeration unit to maintain sample integrity and prevent degradation due to temperature fluctuations. This feature is crucial for preserving the quality of the samples, especially in environments with varying temperatures.
 - a. Sampling Mechanism: The samplers utilize a pump system connected to $\frac{3}{4}$ inch tubing, which is submerged in the influent. The pump draws water from the influent and fills a sample container located within the unit. This automated sampling process ensures consistent and reliable sample collection over time.
 - b. Sampling Frequency: Sampling occurs at regular intervals, with samples being collected once every hour over 24 hours. This frequent sampling schedule allows for comprehensive monitoring of water quality parameters, capturing any fluctuations or trends that may occur throughout the day.
- F. Wastewater Sample Collection Process
- i. Sample Retrieval: After each 24-hour sampling cycle, a trained field technician retrieves the samples from the samplers. During this process, the technician carefully inspects the samplers for any signs of malfunction or irregularities, ensuring that the sampling equipment is functioning properly.
 - ii. Maintenance and Resetting: Following sample retrieval, the technician performs routine maintenance tasks and resets the sampler for the next sampling cycle. This proactive approach to equipment maintenance helps minimize downtime and ensures continuous operation of the sampling system.

ARTICLE VIII. DATA SHARING

- A. Data Sharing. HCPH will share City's collected data in a timely manner, adhering to a secure file transfer protocol (SFTP) as a safety measure for file access, file sharing, and file

management between both parties. City will share facility service area maps and flow rate data with HCPH in a timely manner. HCPH will ensure data integrity and accuracy before any public dissemination.

- B. Public-Facing Dashboard. HCPH will create and maintain a public-facing dashboard that displays general trends derived from the wastewater surveillance data. The dashboard will include visual representations of data trends, such as graphs and color-coded maps, to enhance public understanding. To protect privacy, only aggregate data points related to individual wastewater facility City will be presented.
- C. Data Use and Privacy. Wastewater data is inherently deidentified and cannot be linked to any specific individual. The data provided to HCPH is aggregated and does not contain personally identifiable information. All data shared publicly will be aggregated to protect the identity and privacy of individuals. HCPH will share data with partnering wastewater facility prior to it being published on the dashboard. HCPH will adhere to all relevant data privacy laws and regulations in the handling and dissemination of data.
- D. Review and Updates. The effectiveness of the public messaging and dashboard will be reviewed periodically by HCPH and City. This article may be updated as needed, with the consent of all parties, to reflect changes in public health priorities or data utilization practices.
- E. Duration and Termination. Upon termination of the Agreement according to the terms contained herein all public messaging and dashboard updates will cease. The wastewater data collection is ongoing, with samples being collected weekly from each site. Data for the entire sampling period will be archived and available for viewing.

ARTICLE IX. GENERAL PROVISIONS

- A. Amendment. This Agreement may be amended only by an instrument in writing that is signed by the Parties. Amendments will be effective on the date stipulated therein.
- B. Change in Law. If federal or state laws or regulations or other federal or state requirements are amended or judicially interpreted so that a Party cannot reasonably fulfill this Agreement, and if the Parties cannot agree to an amendment that would enable substantial continuation of this Agreement, the Parties will be discharged from any further obligations under this Agreement upon ten (10) business days' written notice.
- C. Counterparts. This Agreement may be executed in one or more counterparts, each of which is deemed an original and all of which together constitute one and the same agreement.
- D. Integration. This Agreement constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous, oral or written, understandings between the Parties with respect to the subject matter hereof.

- E. News Releases or Pronouncements. News releases and publications pertaining to this Agreement that are made by a Party must be approved in writing by all Parties prior to public dissemination. Notwithstanding the foregoing, disclosure of information and/or this Agreement as may be required by the Texas Public Information Act shall not require prior notice or agreement between the Parties.
- F. No Implied Authority. Any authority delegated to one Party by another Party is limited to the terms of this Agreement. No Party shall rely upon implied authority, and specifically, there is no delegated authority under this Agreement to:
- a. Make public policy;
 - b. Promulgate, amend, or disregard any Party's programs or policies; or
 - c. Unilaterally communicate or negotiate, on behalf of the other Party, with any member of the U.S. Congress or any member of its staff, any member of the Texas Legislature or any member of its staff, or any federal or state agency.
- G. NO WAIVER OF SOVEREIGN IMMUNITY. THE PARTIES EXPRESSLY AGREE THAT NO PROVISION OF THIS AGREEMENT IS AN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY THE PARTIES OF ANY IMMUNITIES FROM SUIT OR FROM LIABILITY THAT THEY MAY HAVE BY OPERATION OF LAW.
- H. Insurance. HARRIS COUNTY is self-insured in accordance with its limited liabilities under the Texas Torts Claims Act as set forth in the Texas Civil Practice and Remedies Code, Chapters 101, 104, 108. Harris County has provided documentation of the self-insured letter as Attachment B, attached hereto and incorporated herein by reference.
- I. Severability. If any provision of this Agreement is held invalid, illegal, or unenforceable:
- a. such provision will be severed from this Agreement;
 - b. the validity, legality, and enforceability of the remaining provisions of this Agreement will not be affected or impaired in any way; and
 - c. the Parties shall negotiate in good faith in an attempt to agree to a substitute provision that is valid, legal, and enforceable and which carries out the Parties' intentions to the greatest lawful extent under this Agreement.
- J. Survivability. The termination of this Agreement for any reason will not release any Party from its obligations to comply with federal and state laws regarding the use and disclosure of the information exchanged under this Agreement.
- K. No Intended Third-Party Beneficiaries. Nothing contained in this Agreement is intended nor

will it be construed to create rights running to the benefit of third parties, unless otherwise expressly provided in this Agreement.

L. Assignment. This Agreement is not assignable.

[EXECUTION PAGE FOLLOWS]

CITY OF TOMBALL

By: _____
David Esquivel
City Manager
Date: _____

HARRIS COUNTY

By: _____
Lina Hidalgo
County Judge
Date: _____

APPROVED AS TO FORM:
CHRISTIAN D. MENEFE COUNTY
ATTORNEY

By: Shannon Fleming
Shannon Fleming
Senior Assistant County Attorney
C.A.O. Case File No.: 24GEN3216

ATTACHMENT A Scope of Work

Wastewater surveillance provides early detection of emerging diseases to improve public health interventions. When combined with other surveillance data including clinical cases, hospital bed utilization, and laboratory testing, wastewater surveillance data can give a broader scope of disease surveillance to public health departments. Considering the geographical size, population density, and diversity of Harris County, consistent sampling of wastewater for SARS-CoV-2 and potentially other types of pathogens or markers would provide invaluable insights into the health of the community. Led by local public health departments, wastewater surveillance operations must be conducted in collaboration with area wastewater treatment plants.

Wastewater surveillance has proven to be a reliable method of passive monitoring for the presence of viral or bacterial caseloads of pathogens in the wastewater influent, shed by infected individuals. Wastewater monitoring serves to estimate disease burden at a community level, providing data that signifies areas that are most at risk and need increased testing/vaccinations. Wastewater surveillance provides a more equitable approach to obtaining positivity rates in underserved communities, including the Hispanic and African American communities, disproportionately affected by COVID-19 and other emerging diseases. Each Party will foster a collaborative research relationship with the other that is focus on development of wastewater epidemiology and testing initiative.

ATTACHMENT B
Self-Insured Letter

(follows behind)

ORDER OF COMMISSIONERS COURT
 Authorizing execution of an
 Agreement

The Commissioners Court of Harris County, Texas, convened at a meeting of said Court at the Harris County Administration Building in the City of Houston, Texas, on _____, 2025, with all members present except _____

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF AN AGREEMENT BETWEEN HARRIS COUNTY AND CITY
 OF TOMBALL TO
 EXCHANGE WASTEWATER SURVEILLANCE DATA AND ALL RELATED
 APPURTENANCBS

Commissioner _____ introduced an order and moved that Commissioners Court adopt the order. Commissioner __seconded the motion for adoption of the order. The motion, carrying with it the adoption of the order, prevailed by the following vote:

Vote of the Court	<u>Yes</u>	<u>No</u>	<u>Abstain</u>
Judge Hidalgo	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ellis	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Garcia	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Ramsey, P.E.	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Comm. Briones	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

The County Judge thereupon announced that the motion had duly and lawfully carried and that the order had been duly and lawfully adopted. The order adopted follows:

IT IS ORDERED that County Judge is hereby authorized to execute for and on behalf of Harris County an Agreement with City of Tomball to exchange wastewater surveillance data and all related appurtenances.

All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Sycamore Street Improvements

107 N Sycamore St
Tomball, TX

Prepared for:

City Of Tomball

Drew Huffman

Prepared By:

Tristan Frerich

Senior Project Manager

9900 Windfern Rd

Houston, TX 77064

361-876-3591



November 21,

2

Page 230

PROPOSAL & CONTRACT



November 21, 2024

City Of Tomball
501 James Street
Tomball, TX

Houston Division
9900 Windfern Rd
Houston, TX 77064
Office 281-571-8040

Attn: Drew Huffman

Re: Sycamore Street Improvements

Thank you for contacting Pavecon and allowing us to provide you with the following proposal and scope of work

Buy Board Contract No. 700-23

SOW	Description	Quantity	Unit	Total
Excavation	9" Excavation	690	TCY	\$ 69,607.00
Sitework	6" Lime Subgrade Stabilization	1,839	SY	\$ 66,252.00
Sitework	6" Flexbase/Fine Grading	1,839	SY	\$ 65,449.00
Asphalt	3" TY D Asphalt Overlay	14,687	SF	\$ 66,543.00
Concrete	Free Standing Curb	345	LF	\$ 33,413.00
Concrete	Concrete Ramp/Sidewalk Modification	1	LS	\$ 7,013.00
Striping	Striping	1	LS	\$ 2,800.00
Signage	Signage and Wheel Stops	1	LS	\$ 6,585.00
General	General Conditions	1	LS	\$ 46,500.00
Total Project Cost = \$				364,162.00

The work is to be performed as follows: [\(Reference Plans or Site map as necessary\)](#)

PAVECON, Ltd. will furnish all labor, materials and equipment required for the performance of the following described work in connection with construction or improvements at:

107 N Sycamore St - Tomball, TX

Please see following pages to view repair details, inclusions, exclusions, and our terms and conditions. Please sign below to accept this proposal.

ACCEPTED:

PAVECON, LTD.

Tristan Frerich
Senior Project Manager

DESCRIPTION OF WORK:

Excavation & Haul-off

Excavate existing road surface and base material 9" to proposed sub-grade elevations, rough grade and proof-roll sub-base prior to lime stabilization.

6" - 8% Lime Stabilization

Mix/Blend 8% lime slurry (43 lbs./s.y.) 6" into existing sub-base material. After initial mix/treatment subgrade will be watered and remixed 72 hours after initial treatment.

Crushed Stone Flexible Base

Place and process Type 1 base material to a compacted depth of 6" in 2 3" lifts. Fine grade site to maintain proposed elevation and compact base in preparation of asphalt.

3" Asphalt Overlay

A tack coat using an asphaltic material shall be applied for bonding evenly on prepared base. Pave with Type "D" hot mix asphalt concrete surface course to achieve an average compacted thickness of 3".

Free Standing Curb

Free standing curb will be placed 12" below grade and 6" above for a total of 18" tall curb. Reinforce with #4 rebar continuous through new curb. Expansion joint will be placed every 50'. Backfill and grade as necessary.

Concrete Sidewalk/Ramp Modification

Saw cut defined limits of areas. Remove existing sidewalk. Place 4" concrete with a broom finish. Reinforce with #3 rebar on 24" on center. Concrete shall be 3500" PSI with air entrainment for durability and resistance to surface scaling. Cure concrete with a liquid membrane curing compound to insure strength development. Expansion joints shall be placed at a maximum of 40 foot intervals and at all intersections, sidewalks with concrete driveways, curbs, other sidewalks and other adjacent existing concrete work. Sidewalks shall be grooved at intervals to match existing sidewalk.

Wheel Stops

Provide and install new 6' precast concrete wheel stops.

Signage

Provide, place and install signage per construction documents. Poles will be 2"x2" galvanized square tubing. All signage shall use high intensity prismatic reflective sheeting and be constructed of aluminum.

Striping

Striping will be laid out per provides plan layout. Use fast dry white latex paint with coverage sufficient to produce a dry film thickness of 1.5 mil.

General Conditions

General Conditions to provide onsite testing, traffic control/barricades, onsite restroom facilities, SWPPP per engineered drawings and contingency.

TERMS AND CONDITIONS

1. PAVECON, Ltd., (PAVECON) will carry workmen's compensation insurance covering its employees and shall provide public liability and property damage insurance.
2. Any changes from the specifications or modifications of the terms of this contract shall be set put in writing and signed by both parties.
3. This proposal expires 30 days from the date hereof but may be accepted at any later date at the sole option of the Company.
4. By accepting this proposal, Owner agrees to indemnify and to hold PAVECON, Ltd. harmless from all claims, including its reasonable attorneys' fee incurred in defending any claim, resulting from damages to any utility line, irrigation line, private electrical, or sub structure not identified or clearly marked. Any damage to clearly marked utility lines, irrigation line, private electrical lines, or sub structures shall be the responsibility of PAVECON, Ltd.
5. Unless a lump sum price is to be paid for the foregoing work and is clearly so stated it is understood and agreed that the quantities referred to above are estimates only and that payment shall be made at the stated unit prices on the actual quantities of work performed by PAVECON as determined upon completion of the work.
6. PAVECON shall not be responsible for any damage to or deterioration of any of our work, whether completed or in process, resulting from any cause or causes beyond our control, but not limited to failure of subgrade, including soil volume changes, or failure of inadequacy of any labor or materials not furnished and installed by us, whether or not such failure or inadequacy was or could have been known at the time our work was undertaken.
7. PAVECON is not responsible for removing vehicles from repair areas. PAVECON will notify you in advance and you must make arrangements to have vehicles removed at your expense.
8. In the event all work under this contract is not completed in one operation, Company shall be paid in full for all items of work completed upon the completion thereof. Any work under this contract for which PAVECON has not received a "work order" calling for completion within one year from the date of this agreement will be subject to renegotiations of prices, or cancellation at PAVECON's option.
9. Terms of Payment - Final and complete payment for all work performed herein shall be made within 30 days of invoice date. Interest at the rate of (18) percent per annum shall be charged you and paid by you on all unpaid balances from the due date to the date of receipt of payment by PAVECON. Reasonable attorney's fees and cost of collection shall be charged you and paid by you, if incurred by PAVECON.

INCLUSIONS AND EXCLUSIONS

INCLUSIONS:

Buy Board Contract No. 700-23

Unit pricing prevails on all items unless otherwise noted.

PAVECON, Ltd. guarantees this work for materials and workmanship for a period of 1-year from installation, excluding unusual abuse or neglect.

Performance and Maintenance Bond

SWPPP

Traffic Control

Testing

EXCLUSIONS:

Subgrade or Subbase remediation required in the repair area discovered during construction or through investigation by a proof-roll or any other construction activities.

Taxes (Resale or Exempt must be provided).

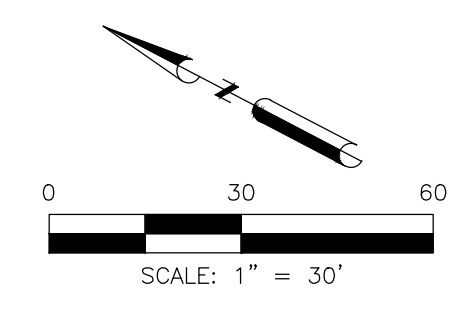
ADA modification or design outside limits of construction.

All work areas must be free of materials & equipment.

Demo, sawing, haul off of spoils created by others.

The scope of work herein will be completed in (1) trip(s). I understand additional trip(s) necessitated by obstructions, lack of preparedness, water, cars or other impediments that would inhibit the service from being completed will result in a rescheduling fee of \$2,500 per trip.

Sleeves for Irrigation. Dewatering.



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"

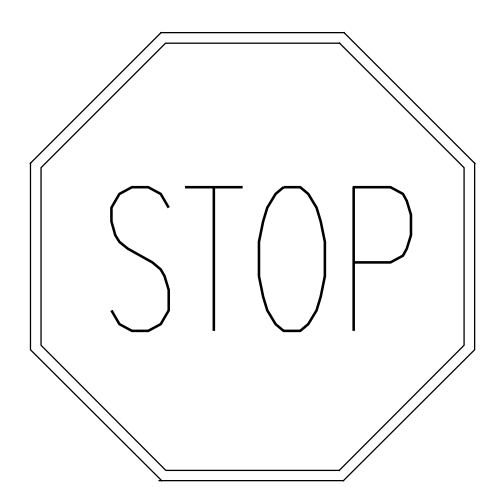
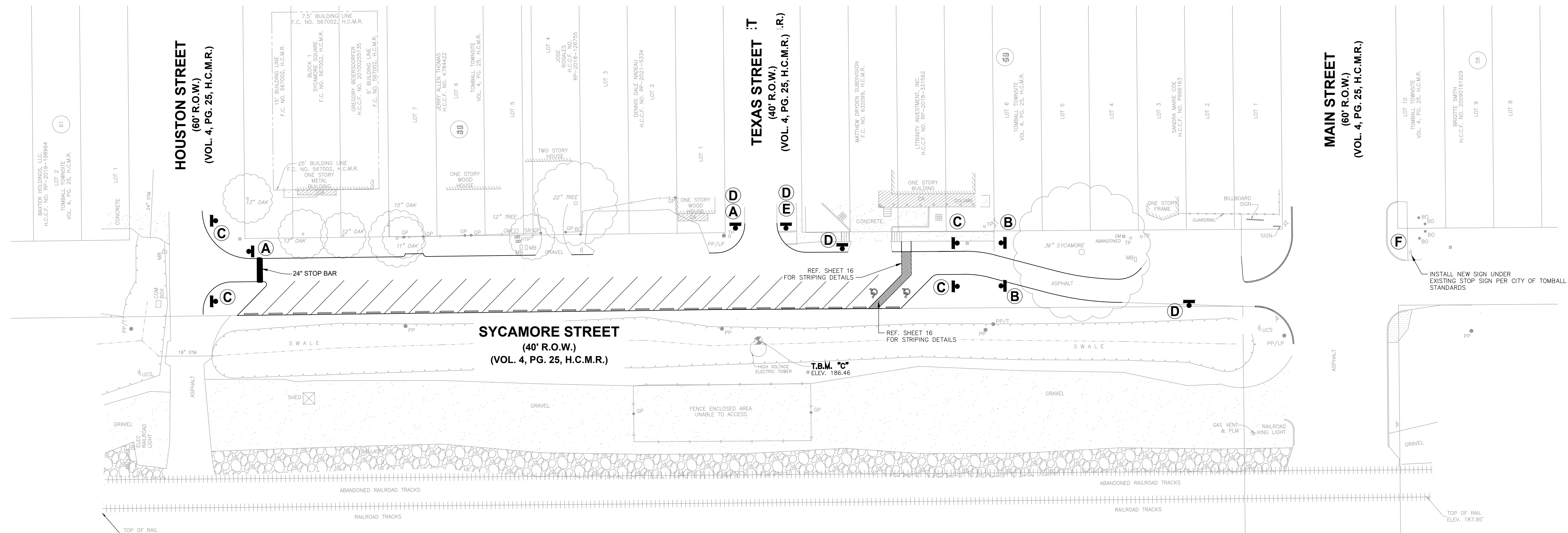
THE STATION IS LOCATED ABOUT 7.42 MI (11.94 KM) NORTH WEST OF CONROE, 7.42 MILES (11.94 KM) SOUTHEAST OF MONTGOMERY, 7.6 MILES (12.2 KM) SOUTHWEST OF WILLIS, OWNERSHIP--SAN JACINTO RIVER AUTHORITY. MARK ON THE OBSERVATION AREA FOR LAKE CONROW, GO WESTERLY ALONG 105 APPROXIMATELY 7 MILES (11.3 KM) TO 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--HGCS--. 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. = 188.48
 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.

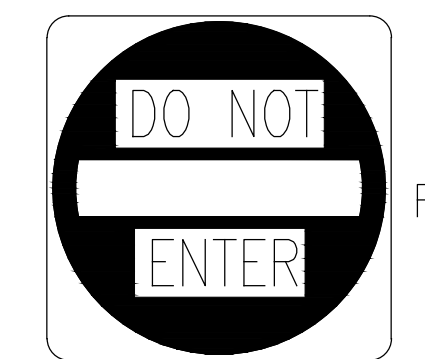


R1-1

A



B

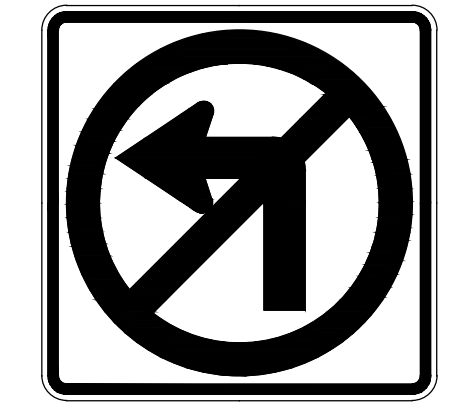


C



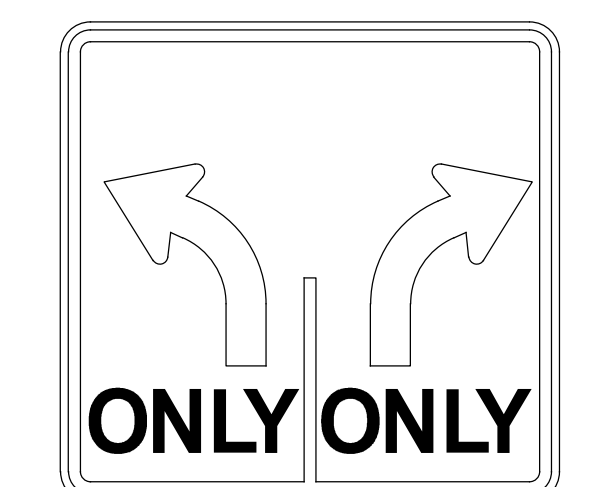
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R3-2

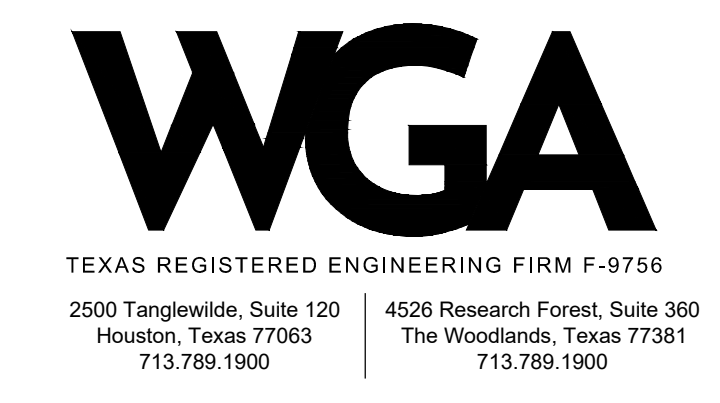
E



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



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 16, 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.

N. Sycamore Parking		
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)
Remaining Funds to be Allocated: \$99,422.00		

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 account: # _____ To Account: # _____

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

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: December 16, 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.

Rudolph Road Sanitary Sewer Extension Budget Breakdown		
Element	Budgeted Amount	Contract Amount
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.

Document 00520

AGREEMENT

Project: _____ North Star Estates Slope Flattening and Armament _____
Project Location: _____ Tomball, Texas (Key Map No. 248-X) _____
Project Bid No: _____ 2025-02 _____
E&P Project No: _____

The City: The City of Tomball, County of Harris, Texas (the "City")
 and

Contractor: _____ Tejas Civil Construction Group LLC _____
 (Address for Written Notice) _____ 10807 White Oak Falls _____
 _____ Cypress, Texas 77429 _____

Fax Number: _____ n/a _____

City Engineer is: _____ Freese & Nichols, Inc. _____
 (Address for Written Notice) _____ 10497 Town snd County Way _____
Fax Number: _____ Houston, Texas 77024 _____

Frederic Ma
 fred.ma@freese.com

THE CITY AND CONTRACTOR AGREE AS FOLLOWS:

ARTICLE 1

THE WORK OF THE CONTRACT

1.1 Contractor shall perform the Work in accordance with the Contract.

ARTICLE 2

CONTRACT TIME

2.1 Contractor shall achieve Date of Substantial Completion within 90 days after Date of Commencement of the Work, subject to adjustments of Contract Time as provided in the Contract.

2.2 The Parties recognize that time is of the essence for this Agreement and that the City will suffer financial loss if the Work is not completed within the Contract Time. Parties also recognize delays, expense, and difficulties involved in proving in a legal or arbitration proceeding actual loss suffered by the City if the Work is not completed on time. Accordingly, instead of requiring any such proof, the Parties

00520-1
06-16-2011

agree that as liquidated damages for delay (but not as a penalty), Contractor shall pay the City the amount stipulated in 00 73 00 – Supplementary Conditions, for each day beyond Contract Time.

**ARTICLE 3
CONTRACT PRICE**

3.1 Subject to terms of the Contract, the City will pay Contractor in current funds for Contractor's performance of the Contract, Contract Price of \$ \$139,626.90, which includes Alternates, if any, accepted below.

3.2 The City accepts Alternates as follows:

(Not Applicable)

**ARTICLE 4
PAYMENTS**

4.1 The City will make progress payments to Contractor as provided below and in the General Conditions.

4.2 The Period covered by each progress payment is one calendar month ending on the [] 10th, [] 20th, or [X] last day of the month.

4.3 The Schedule of Values established as provided in paragraph 2.07.A of the General Conditions will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer. Progress payments on account of Unit Price Work will be based on the number of units completed. The City will make progress payments on account of the Contract Price on the basis of Contractor's Applications for Payment as provided below in paragraphs 4.3.1 and 4.3.2.

4.3.1 Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below but, in each case, less the aggregate of payments previously made and less such amounts as Engineer may determine or City may withhold, in accordance with paragraph 14.02 of the General Conditions:

a. For contracts under \$400,000.00, 90% of Work completed (with the balance being retainage).

For contracts over \$400,000.00, 95% of Work completed (with the balance being retainage.)

b. For contracts under \$400,000.00, 90% (with the balance being retainage) and for contracts over \$400,000.00, 95% (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to the City as provided in paragraph 14.02 of the General Conditions).

4.3.2 Upon Substantial Completion, the City shall pay an amount sufficient to increase total payments to Contractor to 95% of the Work completed, less such amounts as Engineer shall determine in accordance with paragraph 14.02.B.5 of the General Conditions and less 100% of Engineer's estimate of the value of

00520-2
06-16-2011

Work to be completed or corrected as shown on the tentative list of items to be completed or corrected attached to the Certificate of Substantial Completion.

4.4 Final payment, constituting entire unpaid balance of Contract Price, will be made by the City to Contractor as provided in the General Conditions.

**ARTICLE 5
CONTRACTOR REPRESENTATIONS**

5.1 Contractor represents:

5.1.1 Contractor has examined and carefully studied Contract documents and other related data identified in Bid Documents.

5.1.2 Contractor has visited the site and become familiar with and is satisfied as to general, local, and site conditions that may affect cost, progress, and performance of the Work.

5.1.3 Contractor is familiar with and is satisfied as to all federal, state, and local laws and regulations that may affect cost, progress, and performance of the Work.

5.1.4 Contractor has carefully studied all: (1) reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in Contract documents and (2) reports and drawings of a hazardous environmental condition, if any, at the site which has been identified in Contract documents.

5.1.5 Contractor has obtained and carefully studied (or assumes responsibility for having done so) all additional or supplementary examinations, investigations, explorations, tests, studies, and data concerning conditions (surface, subsurface, and Underground Facilities) at or contiguous to the site which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, including applying specific means, methods, techniques, sequences, and procedures of construction, if any, expressly required by the Contract to be employed by Contractor, and safety precautions and programs incident thereto

5.1.6 Contractor does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for performance of the Work at Contract Price, within Contract Time, and in accordance with the Contract.

5.1.7 Contractor is aware of general nature of work to be performed by the City and others at the site that relates to the Work as indicated in Contract documents.

5.1.8 Contractor has correlated information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract.

00520-3
06-16-2011

5.1.9 Contractor has given City Engineer written notice of all conflicts, errors, ambiguities, or discrepancies that Contractor has discovered in the Contract, and written resolution thereof by City Engineer is acceptable to Contractor.

5.1.10 Contract documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

ARTICLE 6

MISCELLANEOUS PROVISIONS

6.1 The Contract may be terminated by either Party as provided in Conditions of the Contract.

6.2 The Work may be suspended by the City as provided in Conditions of the Contract.

ARTICLE 7

ENUMERATION OF CONTRACT DOCUMENTS

7.1 The following documents are incorporated into this Agreement:

7.1.1 Document 00700 - General Conditions

7.1.2 Document 00800 - Supplementary Conditions

7.1.3 General Requirements.

7.1.4 Divisions 02 through 16 of Specifications attached hereto or incorporated by reference in Document 00010 - Table of Contents.

7.1.5 Drawings listed in Document 00015 - List of Drawings and bound separately.

7.1.6 Addenda which apply to the Contract, are as follows:

Addendum No. 1, dated [] n/a II

Addendum No. 2, dated [] n/a II

Addendum No. 3, dated [] n/a II

7.1.7 Other documents:

<u>Document No.</u>	<u>Title</u>
[X] 00410B	Bid Form – Part B
[X] 00500	Form of Business
[X] 00501	Resolution of Corporation (if a corporation)
[X] 00610	Performance Bond
[X] 00611	Statutory Payment Bond
[X] 00612	One-year Maintenance Bond
[X] 00620	Affidavit of Insurance (with the Certificate of Insurance attached)

00520-4
06-16-2011

- 00800 Exhibit A, Wage Rates
- 00821 Wage Rate for Building Construction
- 00830 Trench Safety Geotechnical Information

**ARTICLE 8
SIGNATURES**

8.1 This Agreement is executed in two originals and is effective on _____.

CONTRACTOR:

(If Joint Venture)

By: Tejas Civil Construction Group llc
 Name: *Luis Lopez Jr* Luis Lopez Jr
 Title: _____ Owner
 Date: _____ 11/18/2024
 Tax Identification Number: 87-4181338

By: _____
 Name: _____
 Title: _____
 Date: _____
 Tax Identification Number: _____

ATTEST/SEAL:

[SEAL]

Attest: _____

Date: _____

CITY OF TOMBALL, TEXAS:

By: _____
 City Manager

Date: _____

ATTEST/SEAL:

[SEAL]

Attest: _____
City Secretary

Date: _____

END OF DOCUMENT

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

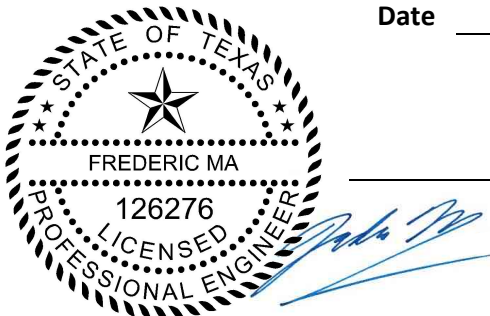
Date Bid Received	<u>11/14/2024</u>	Proposal Tabulation Attached?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Low Bid Offeror	<u>Tejas Civil Construction Group, LLC</u>		
Low Bid Amount of Contract Award	\$ <u>139,626.90 (Base Bid)</u>	Project Budget	\$ <u>139,626.90</u>
Contract Price within Available Funds?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	Funding Source	<u>City</u>
Proposed Project Completion Date	<u>April 2025 (demob)</u>		
Contract Times meet Owner’s Schedule?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> 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.

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



Bid Tab - North Star Estates - Slope Flattening and Armament

Item	Description	Unit	Quantity	Tejas Civil Construction	Total	Kean Construction, LLC	Total
Base Bid							
General Civil							
1	Mobilization (Not to Exceed 5%)	LS	1	\$6,383.00	\$6,383.00	\$8,000.00	\$8,000.00
2	Excavation and Haul-Off	CY	920	\$42.39	\$38,998.80	\$44.00	\$40,480.00
3	Select Fill (Imported)	CY	480	\$43.33	\$20,798.40	\$77.00	\$36,960.00
4	Geotextile	SY	400	\$8.12	\$3,248.00	\$10.00	\$4,000.00
5	Bedding Material	CY	50	\$130.00	\$6,500.00	\$133.00	\$6,650.00
6	Riprap	CY	230	\$183.69	\$42,248.70	\$255.00	\$58,650.00
7	Grouted Riprap	CY	10	\$650.00	\$6,500.00	\$333.00	\$3,330.00
8	Stabilized Construction Access	LS	1	\$4,550.00	\$4,550.00	\$3,000.00	\$3,000.00
9	Stormwater Pollution Prevention Plan	LS	1	\$7,800.00	\$7,800.00	\$7,700.00	\$7,700.00
10	Seeding and Hydro-Mulch	AC	0.1	\$25,000.00	\$2,500.00	\$10,000.00	\$1,000.00
11	Fence Repair	LS	1	\$100.00	\$100.00	\$330.00	\$330.00
Sub Totals					\$139,626.90		\$170,100.00
Grand Total					\$139,626.90		\$170,100.00

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: December 16, 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

**CITY OF TOMBALL
SERVICES AGREEMENT**

THE STATE OF TEXAS §

COUNTY OF HARRIS §

Description of Services: Landscaping Services

This Agreement is made and entered into by the **City of Tomball** (referred to as the “City”), with an office at 501 James Street, Tomball, TX and, **Ambassador Services** (the “Company”), with an office at **11710 North Freeway, Suite 200 Houston, TX 77060**, City hereby engages the services of Company as an independent contract for **Landscaping** services, upon the following terms and conditions.

1. SCOPE OF AGREEMENT

- 1.1. The City hereby agrees to employ Company and Company agrees to perform the necessary services as set forth in Exhibit A – Scope of Work and Exhibit B – Contract Pricing, attached hereto and incorporated herein for all purposes.
- 1.2. In the event of a conflict among the terms of this Agreement and the Exhibit A, the term most favorable to the City, in the City’s sole discretion, shall control.

2. TERM OF AGREEMENT; TERMINATION

- 2.1. This Agreement shall be effective upon proper execution by the City. It shall be effective from **January 1, 2025 through December 31, 2025**, with **three (3) additional one- year renewal options**. The City reserves the right to withdraw from the Agreement immediately if its governing body fails to appropriate funds necessary for the satisfaction of its contractual obligations. ***Either party may terminate this Agreement for any reason with ninety days (90) written notice to the other party.***
- 2.2. The City’s obligations under this Agreement shall not constitute a general obligation of the City or indebtedness under the constitution or laws of the State of Texas. Nothing contained herein shall ever be construed so as to require City to create a sinking fund or to assess, levy and collect any tax to fund its obligations under this Agreement.
- 2.3. The City reserves the right to enforce the performance of this Agreement in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of any provision of this Agreement, including immediate termination of this Agreement.

3. ENTIRE AGREEMENT

This Agreement represents the entire agreement between Company and the City and no prior or contemporaneous oral or written Agreements or representations shall be construed to alter its terms. No additional terms shall become part of this Agreement without the written consent of both parties and compliance with relevant state law. This Agreement supersedes all other prior agreements either oral or in writing.

4. ASSIGNMENT

Company shall not assign or subcontract its obligations under this Agreement without the prior written consent of the City.

5. COMPENSATION

For and in consideration of the services rendered by the Company pursuant to this Agreement, the City shall pay the Company only for the actual work performed under the Scope of Work, on the basis set forth in Attachment B, up to an amount not-to-exceed **\$53,190.84**

6. MODIFICATION OF RATES

Base Rate adjustments for changes in the Consumer Price Index (CPI) will be considered by the City no more than once per year during the renewal term of the Contract, during the month of October of each Contract Year.

7. IDEMNITY

7.1. DEFINITIONS

For the purpose of this section the following definitions apply:

- a. "City" shall mean all officers, agents and employees of the City of Tomball.
- b. "Claims" shall mean all claims, liens, suits, demands, accusations, allegations, assertions, complaints, petitions, proceedings and causes of action of every kind and description brought for damages.
- c. "Company" includes the corporation, company, partnership, or other entity, its owners, officers, and/or partners, and their agents, successors, and assigns.
- d. "Company's employees" shall mean any employees, officers, agents, subcontractors, licensees and invitees of Company.
- e. "Damages" shall mean each and every injury, wound, hurt, harm, fee, damage, cost, expense, outlay, expenditure or loss of any and every nature, including but not limited to:
 - i. injury or damage to any property or right
 - ii. injury, damage, or death to any person or entity
 - iii. attorneys' fees, witness fees, expert witness fees and expenses,
 - iv. any settlement amounts; and
 - v. all other costs and expenses of litigation
- f. "Premise Defects" shall mean any defect, real or alleged, which now exists or which may hereafter arise upon the premises.

7.2. Indemnity

COMPANY AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND THE CITY FROM AND AGAINST LIABILITY FOR ANY CLAIMS FOR DAMAGES ARISING OUT OF THE COMPANY'S WORK AND ACTIVITIES CONDUCTED IN CONNECTION WITH THIS AGREEMENT.

COMPANY IS AN INDEPENDENT CONTRACTOR AND IS NOT, WITH RESPECT TO ITS ACTS OR OMISSIONS, AN AGENT OR EMPLOYEE OF THE CITY.

COMPANY MUST AT ALL TIMES EXERCISE REASONABLE PRECAUTIONS ON BEHALF OF, AND BE SOLELY RESPONSIBLE FOR, THE SAFETY OF COMPANY'S EMPLOYEES WHILE IN THE VICINITY WHERE THE WORK IS BEING DONE. THE CITY IS NOT LIABLE OR RESPONSIBLE FOR THE NEGLIGENCE OR INTENTIONAL ACTS OR OMISSIONS OF COMPANY OR COMPANY'S EMPLOYEES.

THE CITY ASSUMES NO RESPONSIBILITY OR LIABILITY FOR DAMAGES WHICH ARE DIRECTLY OR INDIRECTLY ATTRIBUTABLE TO PREMISE DEFECTS.

THE CITY AND COMPANY MUST PROVIDE THE OTHER PROMPT AND TIMELY NOTICE OF ANY COVERED EVENT WHICH IN ANY WAY AFFECTS OR MIGHT AFFECT THE COMPANY OR CITY. THE CITY HAS THE RIGHT TO COMPROMISE AND DEFEND THE SAME TO THE EXTENT OF ITS OWN INTERESTS.

THE INDEMNITY OBLIGATIONS HEREIN SHALL SURVIVE THE TERMINATION OF THE AGREEMENT FOR ANY REASON AND SHALL SURVIVE THE COMPLETION OF THE WORK.

8. INSURANCE

8.1. AMOUNTS OF INSURANCE

Company agrees to provide and to maintain the following types and amounts of insurance, for the term of this Contract:

TYPE	AMOUNT
(a) Workers Compensation Employer's Liability	(where required – Statutory by State Law) \$100,000 per occurrence

- (b) Commercial (Public) Liability, including but not limited to:
 - a. Premises/ Operations Combined Single Limit
 - b. Independent Contractors
 - c. Personal Injury
 - d. Products/Completed Operations
 - e. Contractual Liability (insuring above indemnity provisions)

All insured at combined single limits for bodily injury and property damage at \$500,000 per occurrence.

- (c) Comprehensive Automobile Liability, in include coverage for:
 - a. Owned/Leased Automobiles
 - b. Non-owned Automobiles
 - c. Hired Cars

All insured at combined single limits for bodily injury and property damage for \$500,000 per occurrence.

8.2. OTHER INSURANCE REQUIREMENTS

Company understands that it is its sole responsibility to provide the required Certificates and that failure to timely comply with the requirements of this article shall be a cause for termination of this Contract.

Insurance required herein shall be issued by a company or companies of sound and adequate financial responsibility and authorized to do business in the State of Texas. All policies shall be subject to examination and approval by the City Attorney's Office for their adequacy as to form, content, form of protection, and providing company.

Insurance required by this Contract for the City as additional insured shall be primary insurance and not contributing with any other insurance available to City, under any third party liability policy.

Company further agrees that with respect to the above required liability insurances, the City shall:

- a. Be named as an additional insured;
- b. Be provided with a waiver of subrogation, in favor of the City,
- c. Br provided with 30 days advance written notice of cancellation, nonrenewal, or reduction in coverage (all "endeavor to" and similar language of reservation stricken from cancellation section of certificate); and
- d. Prior to execution of this Agreement, be provided through the office of the City Attorney with their original Certificate of Insurance evidencing the above requirement.

The insurance requirements set out in this section are independent from all other obligations of Company under this Agreement and apply whether or not required by any other provision of this Agreement.

9. PAYMENT AND PERFORMANCE

Payment for services described in this Agreement will be made in accordance with the Texas Prompt Payment Act, Chapter 2251 of the Texas Government Code, or as subsequently amended.

10. VENUE; RECOVERY OF FEES; DISPUTE RESOLUTION; CHOICE OF LAW

Any suit or claim or cause of action regarding this Agreement shall be brought in Harris County, Texas, as the choice of venue and jurisdiction and site of performance by the parties. If the City is the prevailing party in any such action, the City may recover reasonable costs, including costs of court, attorney's fees, expert witnesses' fees, and trial consultants' fees. The parties further agree that the law of the State of Texas shall govern any interpretation of the terms of this Agreement.

11. COMPANY CERTIFICATIONS

Company certifies that neither it, nor any of its agents or employees, have or will offer or accept gifts or anything of value, or enter into any business arrangement, with any employee, official, or agent of the City.

Company certifies, pursuant to Texas Government Code Chapter 2270, that it does not boycott Israel and will not boycott Israel during the term of this Agreement. Company further certifies, pursuant to Texas Government Code Chapter 2252, Subchapter F, that it does not engage in business with Iran, Sudan, or a foreign terrorist organization as may be designated by the United States Secretary of State pursuant to his authorization in 8 U.S.C. Section 1189.

12. NO WAIVER OF IMMUNITY

The City does not waive any statutory or common law right to sovereign immunity by virtue of the execution of this Agreement.

13. NOTICES

Any written notice provided under this Agreement or required by law shall be deemed to have been given and received on the next day after such notice has been deposited by Registered or Certified Mail with sufficient postage affixed thereto and addressed to the other party to the Agreement; provided, that this shall not prevent the giving of actual notice in any manner.

Notice to Company may be sent to the following address:

Ambassador Services
11710 North Freeway
Suite 200
Houston, TX 77060

14. CONTRACT ADMINISTRATOR

This Agreement shall be administered on the City’s behalf by the Project Manager, and all notices, questions, or documentation, arising under this Agreement shall be addressed to the Project Manager at:

City of Tomball, Texas
Attn: Project Manager
501 James Street
Tomball, Texas 77375

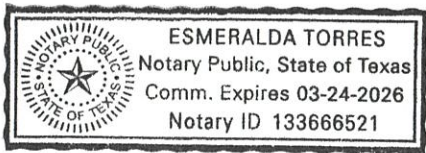
AGREED to and ACCPETED this 5 day of December, 2024.

Ambassador Services, LLC
Company
[Signature]
Signature
Carlos Telles
Print Name
Managing Director
Title

THE STATE OF TEXAS §

COUNTY OF HARRIS §

This instrument was acknowledged before me on this 5th day of December, 2024,
by Esmeralda Torres, on behalf of said entity.



[Signature]
Notary Public, State of Texas

AGREED to and ACCPETED this ___ day of _____, 2024.

City of Tomball

David Esquivel, PE
City Manager

Attest:

Tracylynn Garcia
City Secretary

CSB 2025-03 – Landscaping Service for City of Tomball Facilities
EXHIBIT A
SCOPE OF WORK

I. General Description

The City of Tomball is accepting sealed bids for landscaping service for ten (10) identified locations owned by the City of Tomball as herein specified. The City of Tomball reserves the right to accept or reject any bid or item included.

It is the intention of the City of Tomball to obtain a qualified vendor to perform landscaping services for ten (10) City owned identified locations, beginning January 1, 2025 and ending December 31, 2025. The City of Tomball will have the right and option to extend the term for three (3) additional one (1) year periods with the same terms and conditions. The City of Tomball will also have the right and option to terminate the Contract upon thirty (30) days written notice.

Unless otherwise stipulated herein, the contractor shall furnish all materials, tools, equipment and labor necessary to complete the work described in this contract; further, it shall be the contractor's sole responsibility to make arrangements for all required material procurement, transportation, off-site storage and preparation.

II. Locations to be serviced (Base Bid)

- A. City Hall (401 Market Street) & Police Department (400 Fannin Street) – 2.1 acres combined
- B. Community Center (221 Market Street) – 0.71 acres
- C. Administrative Services Building (501 James Street) – 3.35 acres
- D. Fire Station 1 (1200 Rudel Drive) – 2.59 acres
- E. Fire Station 2 (11725 Holderrieth Road) – 1.86 acres
- F. Fire Station 4 (10333 Mahaffey Road) – 1.77 acres
- G. Fire Station 5 (19900 Telge Road) – 1.80 acres
- H. Medical Complex Drive (Right of Way only from Haldereith Street to Hufsmith – Kohrville Road) – 3.98 acres
- I. Acquired City Property (810 West Main Street – old Regions Bank) - 0.19 acres

III. Additional Locations (Additive Bid)

- A. Lift Stations (Exhibit C):
 - i. Hicks Street #4 (1519 Hicks Street)
 - ii. Tomball Hills #5 (28106 Chris Lane)
 - iii. Sherwood Forest #6 (30203 Wickford)
 - iv. Hunterwood #7 (13406 Julia Lane)
 - v. Snook #8 (1035 E. Hufsmith Road)
 - vi. Persimmon #9 (303 S. Persimmon Street)
 - vii. North Star #10 (31530 Capella Circle)
 - viii. FM 2920 #3 (15303 FM 2920)
 - ix. Juergens Park (1331 Ulrich Road)
 - x. Matheson Park (1240 Ulrich Road)
 - xi. Raleigh Creek #11 (12526 ½ Zion Road)
- B. Water Wells (Exhibit C):
 - i. Pine St. Well #1 & #2 (802 S. Pine Street)
 - ii. Baker St. Well (1006 Baker Drive)
 - iii. Ulrich Tower (1331 Ulrich Road)
 - iv. School St. Well (707 School Street)
 - v. Theis Well (13509 Theis Lane)
 - vi. Well #5 & #6 (15902 FM 2920)
- C. Waste Water Plants (Exhibit C)
 - i. North Plant (615 E Hufsmith Rd)
 - ii. South Plant (12411 Holderrieth Rd)

IV. Requirements

- A. The Contractor shall be familiar with the project premises and how the existing conditions will affect his work during the service term of the agreement.
- B. The Contractor agrees to indemnify and hold harmless the City of Tomball, its officers, agents and employees, from loss, damage, liability or expense on account of damage to property and injuries, including death, to all persons, including the contractor's employees, arising or in any manner growing out of the performance of any work or supplying of any material under this contract, regardless of whether or not it caused in any part by the act of or omission, whether negligent or not, of a party indemnified hereunder, and shall defend at its own expense any suits or other proceedings brought against the owner, its officers, agents or employees, or any of them, on account thereof and pay all expenses and satisfy all judgements which may be insured by or rendered against them or any of them connection therewith.
- C. Contractor shall submit itemized bills to the City of Tomball, referencing all work completed for the month. Invoices should not be submitted until all work has been completed, the City will only pay for services rendered.
- D. All labor, equipment, and material required are to be supplied by the Contractor and shall be of suitable composition and quality to achieve their intended function based on the required scope of work.
- E. All personnel of the Contractor shall be properly trained and shall always conduct their work in a professional manner while on City property.

V. Service Requirements

Contractor shall furnish all labor, equipment and material necessary to complete the required services as specified herein. The work to be completed, but not limited to, shall include:

A. Mowing

- i. All lawn areas shall be mowed with the cutting height to be two and one-half inches (2.5") to three inches (3").
- ii. Mowing will be performed without disturbing bed areas, shrubbery, or structures. No String Trimmers are to be used within six (6) inches of any tree, shrub, or bed. Any tree, shrub, or bed that is damaged due to the use of a weed-whacker will be the sole responsibility of the Contractor to replace or repair.
- iii. Grass clippings, leaves or other debris will be blown and removed from all walkways/sidewalks, curbs, streets, driveways, walls, HVAC units, beds, and fences.
- iv. Litter, debris, and loose stones or rocks in lawn areas must be removed prior to mowing.

B. Trimming

- i. All lawn areas adjacent, but not limited to buildings, walkways or sidewalks, curbs, lights, signs, streets, trees, beds and fences shall be trimmed to approximately two inches (2"). Weed whackers or equal shall not be used adjacent to ornamental shrubs, wooden post, or any building façade.
- ii. All planting around air conditioning or heating units shall be trimmed so as not to obstruct the operation of the unit.
- iii. Hedges and shrubs are to be trimmed at each facility on an as needed basis.

C. Edging

- i. Edging walkways or sidewalks and curbs are to be completed with mowing. This service should not create a trenched area or canal for water to undermine the integrity of the walkway, sidewalk, or curb structures.
- ii. All debris shall be blown off the walkways/sidewalks and streets.
- iii. All voluntary growth in cracks in walkways/sidewalks and curbs shall be cleared of all growing vegetation. The walkways/ sidewalks may be sprayed with vegetation kill if it does not discolor the walkways/sidewalks.

D. Blowing

- i. After all mowing, trimming and edging is completed at each location the areas (walkways, -sidewalks, streets, parking areas, etc.) must be blown and left free of debris.

VI. Schedule

A. Scheduled Services: mowing, trimming, edging, and blowing.

- i. These services are to be completed at each location.

B. Required schedule of service:

- i. March through October: performed once per week
- ii. November through February: performed bi-weekly

EXHIBIT B - Bid Form
Bid 2025-03: Landscaping Services

Item	Description	Cost with Service Requirements
1	City Hall (401 Market Street) & Police Department (400 Fannin Street) – 2.1 acres combined	\$ 577.41 monthly
2	Community Center (221 Market Street) - 0.71 Acres	\$ 194.93 monthly
3	Administrative Services Building (501 James Street) - 3.35 Acres	\$ 799.39 monthly
4	Fire Station 1 (1200 Rudel Drive) - 2.59 Acres	\$ 558.64 monthly
5	Fire Station 2 (11725 Holderrrieth Road) - 1.86 Acres	\$ 401.19 monthly
6	Fire Station 4 (10333 Mahaffey Road) - 1.77 Acres	\$ 496.06 monthly
7	Fire Station 5 (19900 Telge Road) - 1.80 Acres	\$ 470.28 monthly
8	Medical Complex Drive (Right of Way only from Halderreith Street to Hufsmith – Kohrville Road) – 3.98 acres	\$ 858.45 monthly
9	Acquired City Property (810 West Main Street – old Regions Bank) - 0.19 acres	\$ 82.24 monthly
Total Base Bid:		\$ 4,432.57 monthly

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 16, 2024

Topic:

Approve Resolution Number 2024-48, a Resolution of the City Council of the City of Tomball, Texas approving a First Amendment to the Development Agreement for the Winfrey Estate Public Improvement District Number 12.

Background:

CHTA Development, Inc. is developing a 34.4945 acre residential development west of the intersection of Winfrey Lane and FM 2978. As part of the development, CHTA Development, Inc. established a Public Improvement District created by Resolution No. 2022-10B on April 8, 2022.

The Development Agreement was approved on April 8, 2022 (Resolution No. 2022-14) and established the requirements of the developer and the District before the issuance of debt. The requirements included:

- All public improvements to be reimbursed from the proceeds of bonds be complete.
- All lots in the property to be fully developed and available to a homebuilder.
- 24 homes completed within certificate of occupancy issued.

To date all requirements have been satisfied, excluding 24 homes with a certificate of occupancy. CHTA is requesting an amendment to the Development Agreement to lower the number of homes from 24 to 20. Per the developer, the 20 homes will be complete with certificates by December 31, 2024 allowing them to begin the bond sale process in January 2025.

Resolution Number 2024-48 approves the first amendment Development Agreement between the City and CHTA Development, Inc. with respect to the development of the property, the public improvements and the levy of assessments in the PID.

Origination: Project Management

Recommendation:

Staff recommends adopting Resolution Number 2024-48, approving a first amendment to the Development Agreement with CHTA Development, Inc.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo
Staff Member _____ Date _____

Approved by _____
City Manager _____ Date _____

RESOLUTION NO. 2024-48

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS APPROVING A FIRST AMENDMENT TO
THE DEVELOPMENT AGREEMENT RELATING TO THE
WINFREY ESTATES PUBLIC IMPROVEMENT DISTRICT
PROJECT**

* * * * *

WHEREAS, on August 15, 2022 the City Council passed and approved a resolution creating the Winfrey Estates Public Improvement District (the “District”) covering approximately 34.4945 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the District Property is being developed in accordance with that certain “Winfrey Estates Development Agreement,” executed by and between the Developer, and the City effective April 18, 2022 (the “Original Agreement”); and

WHEREAS, capitalized terms used in this First Amendment shall have the meanings given to them in this First Amendment or in the Original Agreement; and

WHEREAS, the Parties desire to amend the Original Agreement to allow consideration of the issuance and sale of PID Bonds upon completion of and issuance of Certificates of Occupancy for twenty (20) homes (the “First Amendment”);

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

SECTION 1. The recitals set forth in the preamble of this Resolution are true and correct in all material respects.

SECTION 2. The City Council of the City approves the First Amendment by and between the City and the Developer in substantially the form attached hereto as Exhibit A, with such changes as may be approved by the City Manager, and the City Manager is hereby authorized to execute such Development Agreement and the City Secretary may attest such signature.

SECTION 3. It is hereby found, determined, and declared that a sufficient written notice of the date, hour, place, and subject of this meeting of the City Council was posted at a place convenient to the public at the City Hall of the City for the time required by law preceding this meeting, as required by the Open Meetings Act, Chapter 551, Texas Government Code, and that this meeting has been open to the public as required by law at all times during which this Resolution and the subject matter thereof has been discussed, considered and formally acted upon. City Council further ratifies, approves and confirms such written notice and the contents and posting thereof.

PASSED, APPROVED, AND RESOLVED this ___ day of December 2024.

Lori Klein Quinn
Mayor

ATTEST:

Tracylynn Garcia
City Secretary

FIRST AMENDMENT TO THE WINFREY ESTATES DEVELOPMENT AGREEMENT

This First Amendment to the Winfrey Estates Development Agreement (this “First Amendment”) is entered into effective as of _____, 202_, by and between CHTA Development, Inc., a Texas corporation (the “Developer”) and the City of Tomball, Texas (the “City”), a municipal corporation of the State of Texas. The Developer and the City may be referred to collectively herein as the “Parties,” and each may be referred to individually as a “Party”.

RECITALS:

WHEREAS, on April 15, 2022, the City Council passed and approved a resolution creating the Winfrey Estates Public Improvement District (the “District”) covering approximately 34.4945 acres of land described by metes and bounds in said resolution (the “District Property”); and

WHEREAS, the District Property is being developed in accordance with that certain “Winfrey Estates Development Agreement,” executed by and between the Developer, and the City effective April 18, 2022 (the “Original Agreement”); and

WHEREAS, capitalized terms used in this First Amendment shall have the meanings given to them in this First Amendment or in the Original Agreement; and

WHEREAS, the Parties desire to amend the Original Agreement to allow consideration of the issuance and sale of PID Bonds upon completion of and issuance of Certificates of Occupancy for twenty (20) homes.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, benefits, and obligations hereinafter set forth, the Parties hereby agree that the Original Agreement is amended as follows:

AGREEMENT:

1. Amendment: Section 3.02(c)(ix) is hereby amended and restated to read as follows:

“(ix) Twenty (20) homes must be completed and certificates of occupancy issued prior to the issuance of any PID Bonds.”

Sections 15.22, 15.23, 15.25, and 15.26 are hereby deleted and replaced with a new Section 15.22 as follows:

“15.22. Statutory Representations and Covenants. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the ‘Government Code’). As used in such verifications, ‘affiliate’ means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section shall survive termination of this Agreement until the statute of limitations has run.

“(a) Not a Sanctioned Company: The Developer represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation

excludes the Developer and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

“(b) No Boycott of Israel: The Developer hereby verifies that it and its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of the Agreement. As used in the foregoing verification, ‘boycott Israel’ has the meaning provided in Section 2271.001, Government Code.

“(c) No Discrimination Against Firearm Entities: The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ has the meaning provided in Section 2274.001(3), Government Code.

“(d) No Boycott of Energy Companies: The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. As used in the foregoing verification, ‘boycott energy companies’ has the meaning provided in Section 2276.001(1), Government Code.”

2. Limited Amendment: Except as expressly amended by this First Amendment, all other terms and conditions of the Original Agreement shall remain in full force and effect. In the event of any inconsistency between any term or provision of the Original Agreement and any term or provision of this First Amendment, the terms and provisions of this First Amendment shall govern and control for all purposes and respects and the Original Agreement shall be deemed amended so as to be consistent herewith.

3. Capitalized Terms: Capitalized terms contained herein shall have the meanings given to them in the Original Agreement, unless otherwise specifically provided herein.

4. Counterparts: This First Amendment may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one instrument and agreement. A copy of an executed counterpart delivered by telecopy or PDF shall bind the Party executing that counterpart.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of the date and year first written above.

THE DEVELOPER

CHTA Development, Inc.,
a Texas corporation

By: _____



Name: Eric Hymowitz

Title: President

[Signature page continues to the next page]

THE CITY

City of Tomball, Texas,
a municipal corporation

By: _____

Name: Lori Klein Quinn

Title: Mayor

ATTEST:

By: _____

Name: Tracy Garcia

Title: City Secretary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: December 16, 2024

Topic:

Approve Resolution Number 2024-49, a Resolution of the City Council of the City of Tomball, Texas approving the second Amended and Restated Reimbursement Agreement for the Winfrey Estates Public Improvement District Number 12.

Background:

Resolution Number 2024-49 approves a second Amended and Restated Reimbursement Agreement for Winfrey Estates, Public Improvement District 12 (PID 12). This amended and restated reimbursement agreement allows payments due pursuant to the Reimbursement Agreement to be paid after certificate of occupancy have been issued for 20 single family residences within the District property in accordance with the amended Development Agreement.

The developer is requesting the amendment to the reimbursement agreement to allow payments pursuant to the agreement from the sale of bonds following the adherence to the amended requirements in the Development Agreement.

The total amount of the reimbursement agreement with the Developer, pursuant to the final adoption of the Service and Assessment Plan, has a not-to-exceed amount of \$9,000,000.00 for PID eligible expenses. In March 2024, the City Council approved the first Amended and Restated Reimbursement agreement approving the release of the first year of collected assessments to be paid directly to the developer as a reimbursement given that all lots were owned by CHTA and all assessments were paid by the developer. The reimbursement approved will be included in the not-to-exceed reimbursement total of \$9,000,000 and lower the amount that will be bonded and reimbursed to the developer.

The development of the PID complies with the requirements of the approved Development Agreement as approved by City Council on August 15, 2022, including the equivalent tax rate of \$0.72 per \$100 of assessed value, as well as the proposed Amended Development Agreement, pending City Council approval on December 16.

PID Eligible Required Improvements	Non-PID Eligible Required Improvements
Paving	Paving (above the eligible reimbursement)
Water Distribution	Drainage (above the eligible reimbursement)
Sanitary Sewer	Softscapes (grading, drainage, irrigation & foliage)
Drainage	Hardscapes (concrete walks, playground, outdoor fitness stations & fencing)

Clearing & grubbing	Soft Cost (above the eligible reimbursement)
Detention & Grading	
Soft Cost (includes studies, review fees & permits)	

Origination: Project Management

Recommendation:

Staff recommends approving Resolution Number 2024-49 and authorizing the execution of the second Amended and Restated Reimbursement Agreement for Winfrey Estates, Public Improvement District Number 12.

Party(ies) responsible for placing this item on agenda: Meagan Mageo, Project Manager

FUNDING (IF APPLICABLE)

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

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

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

Signed Meagan Mageo
Staff Member _____ Date _____

Approved by _____
City Manager _____ Date _____

RESOLUTION NO. 2024-49

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF
TOMBALL, TEXAS APPROVING A SECOND AMENDMENT TO
THE AMENDED AND RESTATED REIMBURSEMENT
AGREEMENT RELATING TO THE WINFREY ESTATES PUBLIC
IMPROVEMENT DISTRICT.**

* * * * *

WHEREAS, on August 15, 2022 the City Council passed and approved a resolution creating the Winfrey Estates Public Improvement District (the “District”) covering approximately 34.4945 acres of land described by metes and bounds in said Resolution (the “District Property”); and

WHEREAS, the purpose of the District is to finance public improvements (the “Authorized Improvements”) as provided by Chapter 372, Texas Local Government Code, as amended (the “PID Act”) that promote the interests of the City and confer a special benefit on the Assessed Property within the District; and

WHEREAS, the District Property is being developed in accordance with that certain “Winfrey Estates Development Agreement,” executed by and between the Developer, and the City effective April 18, 2022 (the “Development Agreement”); and

WHEREAS, the District Property is being developed and special assessments will be levied against the Assessed Property (as to be defined in the SAP) within the District Property to pay the costs of certain authorized public improvements that confer a special benefit on the Assessed Property within the District Property; and

WHEREAS, CHTA Development, Inc. a Texas corporation (the “Developer”) is the developer of the District Property; and

WHEREAS, from revenues received from assessments levied on property within each improvement area or phase of the District Property and pursuant to a service and assessment plan, (the “SAP) the City intends to reimburse the Developer for all of a portion of the costs of certain public improvements (the “Authorized Improvements”) within the District; and

WHEREAS, the Developer and the City entered into that certain Amended and Restated Winfrey Estates Public Improvement District Reimbursement Agreement, dated effective as of July 17, 2023 amending, restating and replacing the Original Agreement (the “Amended and Restated Agreement”); and

WHEREAS, the Developer and the City entered into that certain First Amendment to the Amended and Restated Winfrey Estates Public Improvement District Reimbursement Agreement, approved by Resolution of the City on March 4, 2024, to allow payments of certain Assessments received by the City to be paid to reimburse Public Improvement Costs to the Developer (the “First Amendment”); and

WHEREAS, the Parties desire to again amend the Amended and Restated Agreement to allow payments due pursuant to the Reimbursement Agreement to be paid after certificates of occupancy have been issued for twenty (20) single family residences within the District Property (the “Second Amendment”);

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

SECTION 1. The capitalized terms defined in the recitals to this Resolution are hereby approved and adopted as a part of this Resolution. Capitalized terms not herein defined are defined in the Amended and Restated Agreement, First Amendment, Second Amendment or in the SAP.

SECTION 2. The City Council hereby approves the Second Amendment to the Amended and Restated Agreement in substantially the form attached hereto as **Exhibit A**, with such changes as may be approved by the City Manager and authorizes the Mayor to execute and the City Secretary to attest such Agreement.

SECTION 3. This resolution shall take effect immediately from and after its passage by the City Council of the City.

PASSED, APPROVED, AND RESOLVED this ___ day of December 2024.

Lori Klein Quinn
Mayor

ATTEST:

Tracylynn Garcia
City Secretary

**SECOND AMENDMENT TO THE AMENDED AND RESTATED WINFREY ESTATES
PUBLIC IMPROVEMENT DISTRICT REIMBURSEMENT AGREEMENT**

This Second Amendment to the Amended and Restated Winfrey Estates Public Improvement District Reimbursement Agreement (this “Second Amendment”) is entered into effective as of _____, 2024, by and between CHTA Development, Inc., a Texas corporation (the “Developer”) and the City of Tomball, Texas (the “City”), a municipal corporation of the State of Texas. The Developer and the City may be referred to collectively herein as the “Parties,” and each may be referred to individually as a “Party”.

RECITALS:

WHEREAS, the Developer and the City entered into that certain Winfrey Estates Public Improvement District Reimbursement Agreement, dated effective as of October 17, 2022 (“Original Agreement”); and

WHEREAS, the Developer and the City entered into that certain Amended and Restated Winfrey Estates Public Improvement District Reimbursement Agreement, dated effective as of July 17, 2023 amending, restating and replacing the Original Agreement (the “Amended and Restated Agreement”); and

WHEREAS, the Developer and the City entered into that certain First Amendment to the Amended and Restated Winfrey Estates Public Improvement District Reimbursement Agreement, approved by Resolution of the City on March 4, 2024, to allow payments of certain Assessments received by the City to be paid to reimburse Public Improvement Costs to the Developer (the “First Amendment”); and

WHEREAS, the Parties desire to amend the Amended and Restated Agreement to allow payments due pursuant to the Reimbursement Agreement to be paid after certificates of occupancy have been issued for twenty (20) single family residences withing the District Property.

NOW THEREFORE, for and in consideration of the mutual promises, covenants, benefits, and obligations hereinafter set forth, the Parties hereby agree that the Amended and Restated Agreement is amended as follows:

AGREEMENT:

1. Amendment: Section 7 of the Amended and Restated Agreement, is hereby amended and restated as follows:

“After the date hereof, payment of amounts due pursuant to this Reimbursement Agreement shall be after the completion of and issuance of certificates of occupancy for twenty (20) single family residences within the District Property and submittal of sufficient documentation as reasonably determined by the City’s PID Administrator that reflect the Public Improvement Costs paid by Developer (a “Reimbursement Request”) in substantially the form attached hereto as Exhibit A as may be modified by the City’s PID administrator. Upon the issuance of Future Bonds, payment of the Public Improvement Costs shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture. Upon the issuance of Future Bonds, payment of the Public Improvement Costs shall be made pursuant to a Certificate for Payment as set forth in the applicable Indenture.”

Sections 30 through 34 of the Amended and Restated Agreement are hereby deleted and replaced with a new Section 30 as follows:

“30. Statutory Representations and Covenants. The Developer makes the following representations and covenants pursuant to Chapters 2252, 2271, 2274, and 2276, Texas Government Code, as amended (the ‘Government Code’). As used in such verifications, ‘affiliate’ means an entity that controls, is controlled by, or is under common control with the Developer within the meaning of Securities and Exchange Commission Rule 405, 17 C.F.R. § 230.405, and exists to make a profit. Notwithstanding anything contained herein, the representations and covenants contained in this Section shall survive termination of this Agreement until the statute of limitations has run.

“(a) Not a Sanctioned Company: The Developer represents that neither it nor any of its parent company, wholly-or majority-owned subsidiaries, and other affiliates is a company identified on a list prepared and maintained by the Texas Comptroller of Public Accounts under Section 2252.153 or Section 2270.0201, Government Code. The foregoing representation excludes the Developer and its respective parent companies, wholly- or majority-owned subsidiaries, and other affiliates, if any, that the United States government has affirmatively declared to be excluded from its federal sanctions regime relating to Sudan or Iran or any federal sanctions regime relating to a foreign terrorist organization.

“(b) No Boycott of Israel: The Developer hereby verifies that it and its parent company, wholly-or majority-owned subsidiaries, and other affiliates, if any, do not boycott Israel and will not boycott Israel during the term of the Agreement. As used in the foregoing verification, ‘boycott Israel’ has the meaning provided in Section 2271.001, Government Code.

“(c) No Discrimination Against Firearm Entities: The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate against a firearm entity or firearm trade association during the term of the Agreement. As used in the foregoing verification, ‘discriminate against a firearm entity or firearm trade association’ has the meaning provided in Section 2274.001(3), Government Code.

“(d) No Boycott of Energy Companies: The Developer hereby verifies that it and its parent company, wholly- or majority-owned subsidiaries, and other affiliates, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement. As used in the foregoing verification, ‘boycott energy companies’ has the meaning provided in Section 2276.001(1), Government Code.”

2. Limited Amendment: Except as expressly amended by this Second Amendment, all other terms and conditions of the Amended and Restated Agreement, as amended by the First Amendment, shall remain in full force and effect. In the event of any inconsistency between any term or provision of the Amended and Restated Agreement, as amended by the First Amendment, and any term or provision of this Second Amendment, the terms and provisions of this Second Amendment shall govern and control for all purposes and respects and the Amended and Restated Agreement, and First Amendment shall be deemed amended so as to be consistent herewith.

3. Capitalized Terms: Capitalized terms contained herein shall have the meanings given to them in the Amended and Restated Agreement or in the Winfrey Estates Public Improvement District Service And Assessment Plan, unless otherwise specifically provided herein.

4. Counterparts: This Second Amendment may be executed and delivered in any number of counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which counterparts taken together shall constitute one instrument and agreement. A copy of an executed counterpart delivered by telecopy or PDF shall bind the Party executing that counterpart.

[Signature pages to follow]

IN WITNESS WHEREOF, the Parties have executed this Second Amendment to be effective as of the date and year first written above.

THE DEVELOPER

CHTA Development, Inc.,
a Texas corporation

By: _____



Name: Eric Hymowitz

Title: President

[Signature page continues to the next page]

THE CITY

City of Tomball, Texas,
a municipal corporation

By: _____
Name: Lori Klein Quinn
Title: Mayor

ATTEST:

By: _____
Name: Tracy Garcia
Title: City Secretary

City Council Meeting

Agenda Item

Data Sheet

Meeting Date: December 16, 2024

Topic:

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

Adopt, on First Reading, Ordinance No. 2024-40, an Ordinance of the City of Tomball, Texas, amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by changing the zoning district classification of approximately a 1.800-acre tract of land situated in the John M. Hooper Survey, Abstract No. 375 from the Agricultural (AG) zoning district to the Commercial (C) zoning district. The property is located at 14615 FM 2920, within the City of Tomball, Harris County, Texas; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Background:

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

Origination: Indus Equities LLC, represented by Windrose Land Services

Recommendation:

Approval

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

FUNDING (IF APPLICABLE)

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

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

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

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

ORDINANCE NO. 2024-40

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY A 1.800-ACRE TRACT OF LAND SITUATED IN THE JOHN M. HOOPER SURVEY, ABSTRACT NO. 375 FROM THE AGRICULTURAL (AG) ZONING DISTRICT TO THE COMMERCIAL (C) ZONING DISTRICT. THE PROPERTY IS LOCATED AT 14615 FM 2920, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

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

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

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

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

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

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

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

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

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

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

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

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

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

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

SECOND READING:

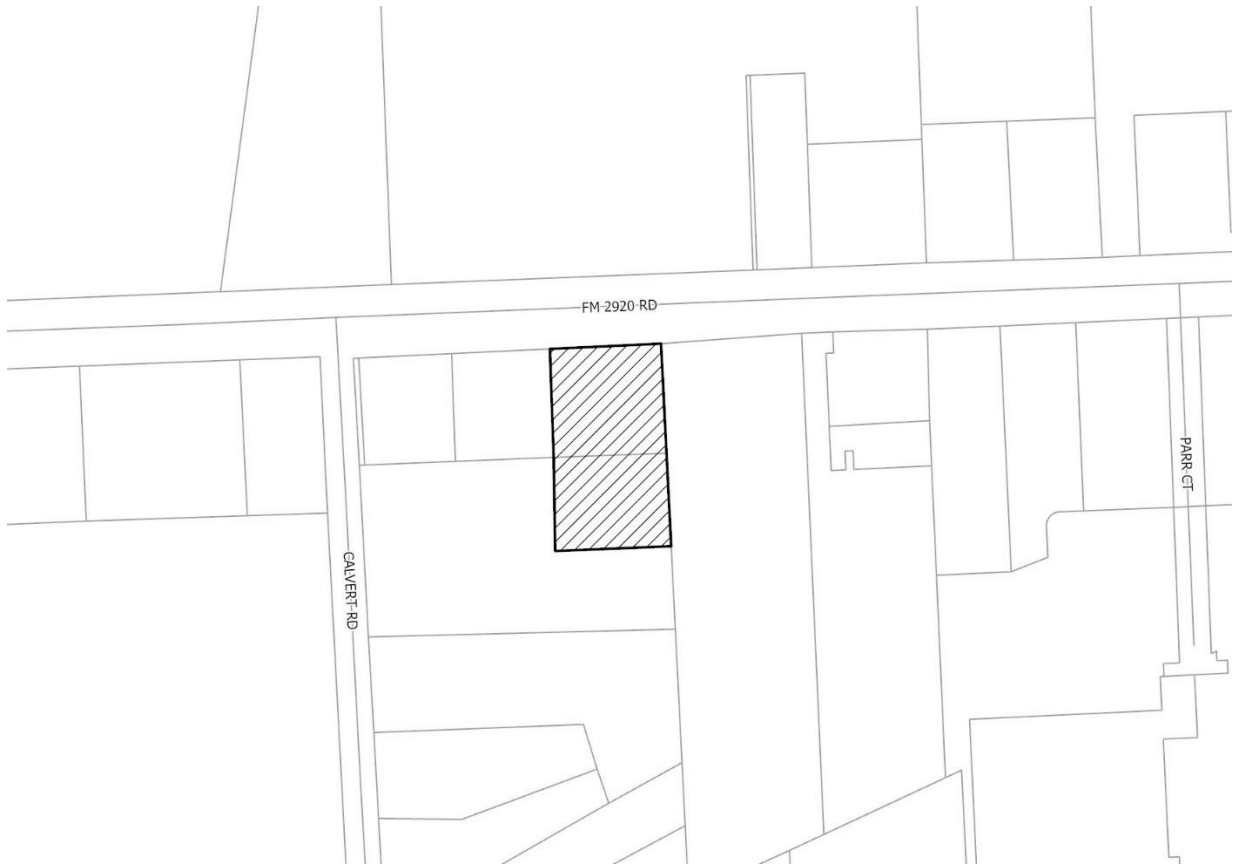
READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON _____ DAY OF _____ 2024.

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

LORI KLEIN QUINN, Mayor

ATTEST:

TRACYLYNN GARCIA, City Secretary



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



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

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

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

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

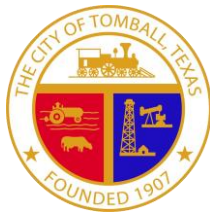
CERTIFICATION

I hereby certify that the above notice of the meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 6th day of December 2024 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Benjamin Lashley

Benjamin Lashley
Assistant City Planner

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please feel free to contact the City Secretary's office at (281) 290-1019 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.



City of Tomball
Community Development Department

NOTICE OF PUBLIC HEARING

RE: Zone Change Case Number Z24-20

11/20/2024

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

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

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

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

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

CASE #: Z24-20

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

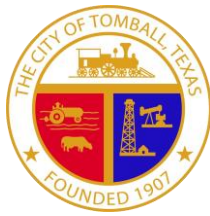
Name:
Parcel I.D.:
Address:
Mailing To: Community Development Department
501 James St., Tomball TX 77375
Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: _____

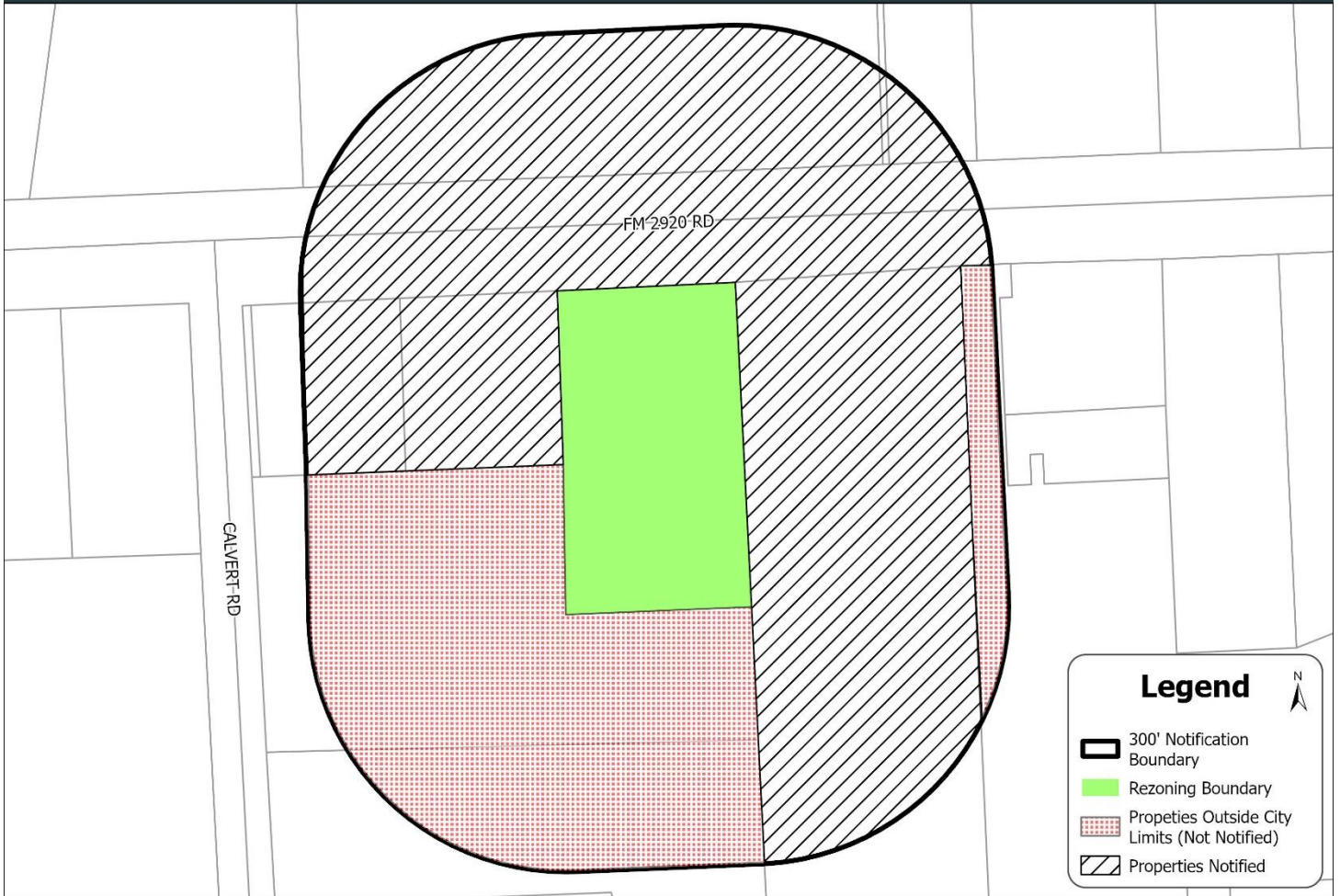


*City of Tomball
Community Development Department*

Z24-20



Notification Boundary



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

CASE #: Z24-20

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

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

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

Email: blashley@tomballtx.gov

I am in favor

I am opposed

Additional Comments:

Signature: Deepthi

501 James Street • TOMBALL, TEXAS 77375

CASE #: Z24-20

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

Name: INDUS EQUITIES LLC

Parcel I.D.: 0430410000184

Address: 14615 FM 2920

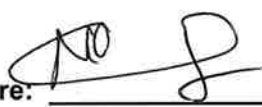
Mailing To: Community Development Department
501 James St., Tomball TX 77375

Email: blashley@tomballtx.gov

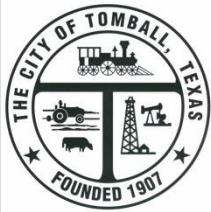
I am in favor

I am opposed

Additional Comments:

Signature:  _____

501 James Street • TOMBALL, TEXAS 77375



**Rezoning
Staff Report**

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

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

Adjacent Zoning & Land Uses:

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

BACKGROUND

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

ANALYSIS

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

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

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

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

PUBLIC COMMENT

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

RECOMMENDATION

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

EXHIBITS

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

Exhibit "A"
Aerial Location Map



Location

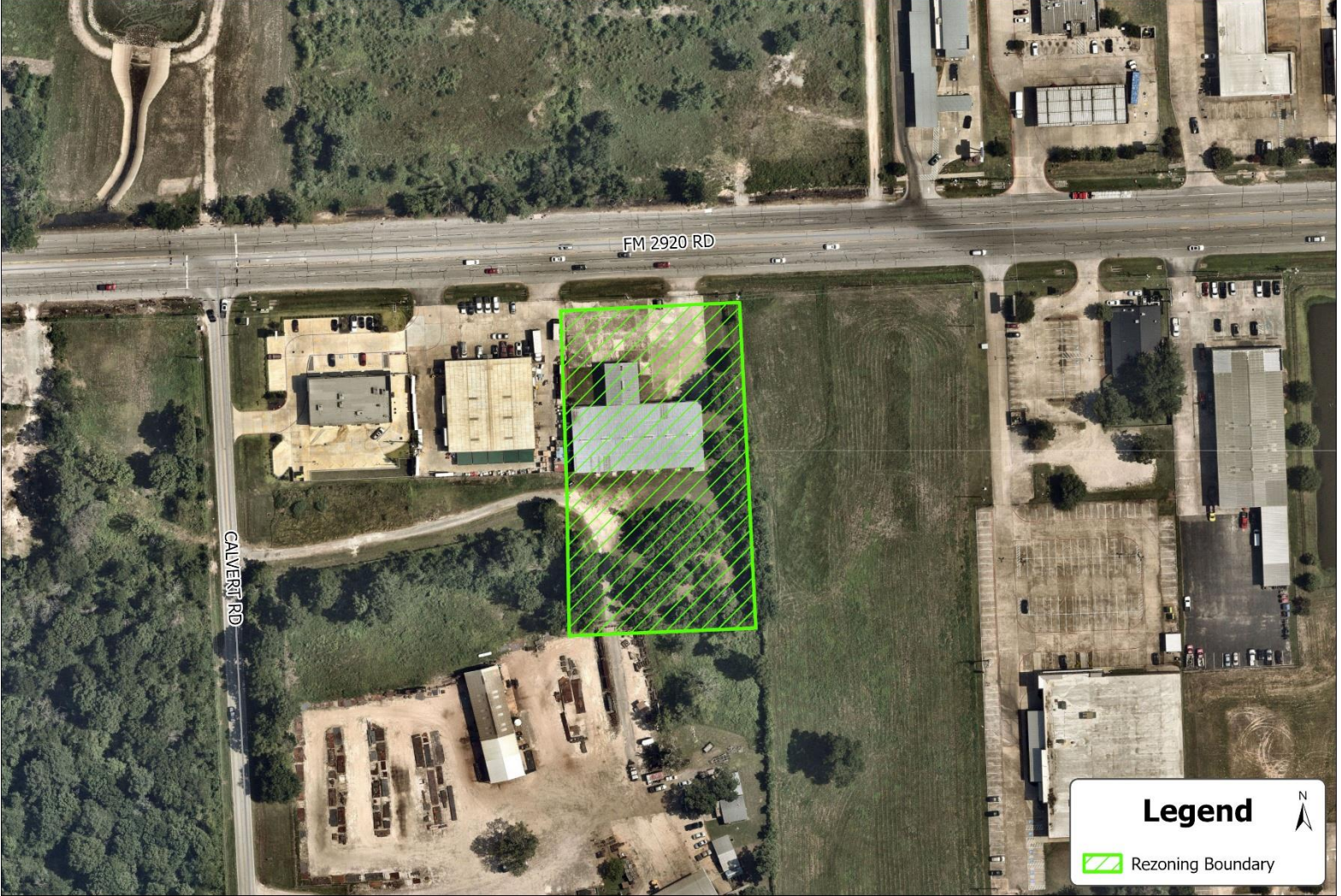


Exhibit "B"
Future Land Use Plan



Future Land Use

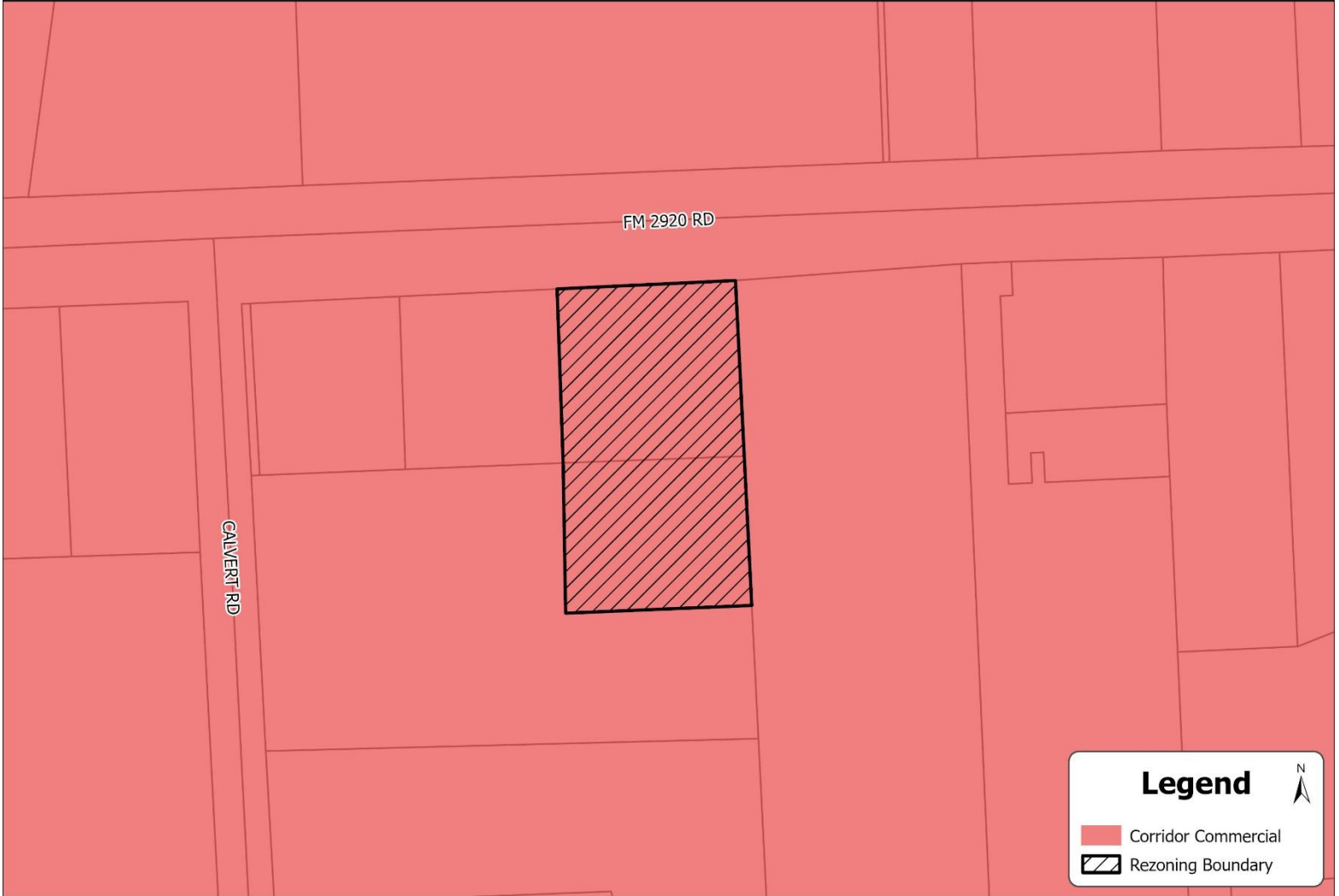


Exhibit "C"
Zoning Map



Zoning

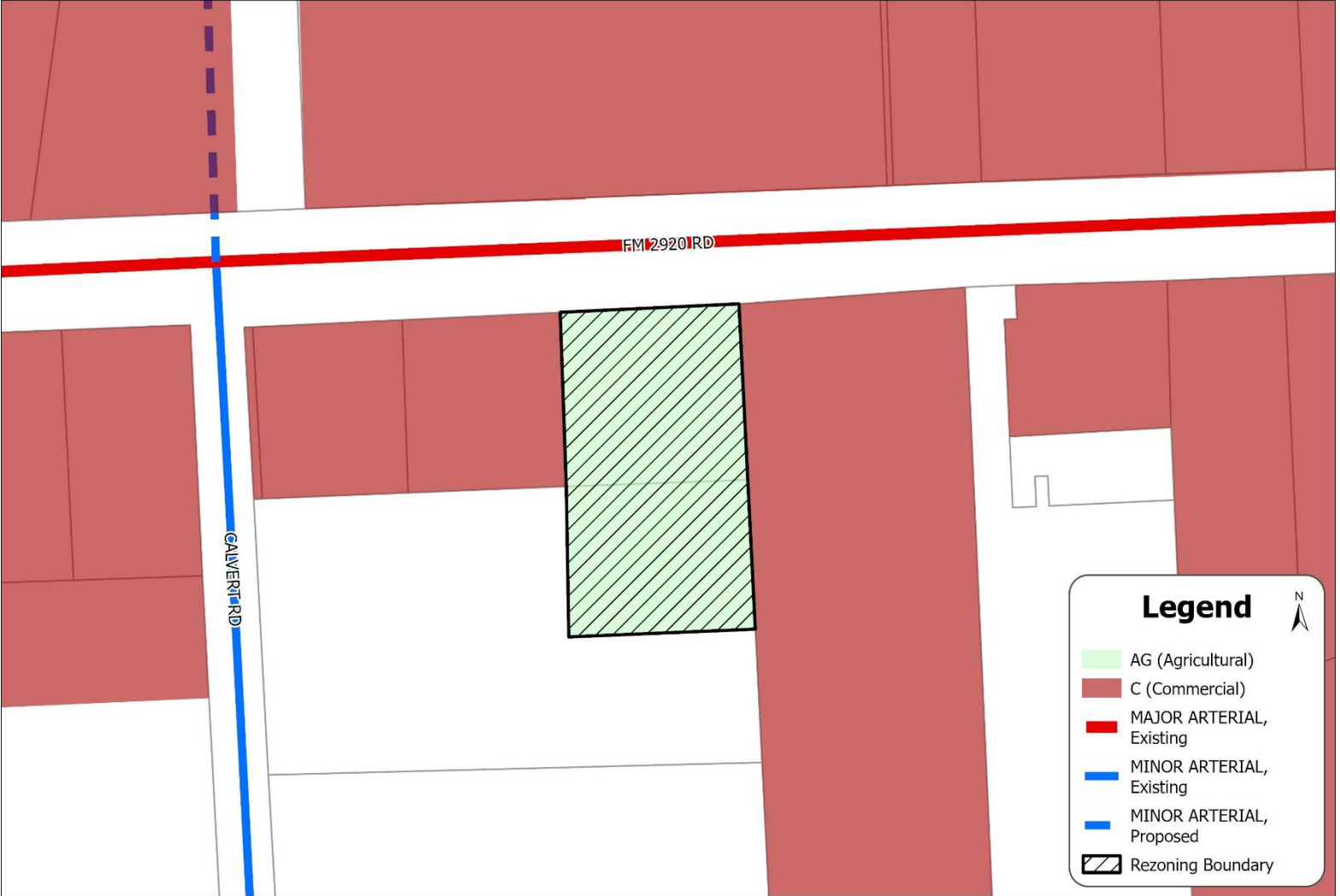


Exhibit "D"
Site Photo(s)

Subject Site



Neighbor (North)



Neighbor (South)



Neighbor (East)



Neighbor (West)



Exhibit "E"
Rezoning Application

Revised: 08/25/2023



APPLICATION FOR RE-ZONING

Community Development Department
Planning Division

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

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

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

DIGITAL APPLICATION SUBMITTALS:

PLEASE SUBMIT YOUR APPLICATIONS AND PLANS DIGITALLY WITHIN SMARTGOV

WEBSITE: ci-tomball-tx.smartgovcommunity.com

Applicant

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

Owner

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

Engineer/Surveyor (if applicable)

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

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

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

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

Current Zoning District: (C) : Commercial

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

Proposed Zoning District: (C) : Commercial

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

HCAD Identification Number: _____ Acreage: 1.800

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

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

Lucy Magana 10/7/24
Signature of Applicant Date

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

Submittal Requirements

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

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

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

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

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

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

Application Process

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

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



WINDROSE

LAND SURVEYING | PLATTING

October 7, 2024

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

To Whom It May Concern:

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

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

Thank you,

Lucy Magana

Lucy Magana

PLATTING PROJECT MANAGER

WINDROSE LAND SURVEYING

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

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

WINDROSESERVICES.COM | FIRM REGISTRATION NO. 10108800

JOSEPH HOUSE SURVEY
 ABSTRACT NO. 24
 JOHN M. HOOPER SURVEY
 ABSTRACT NO. 375

OSTENSIBLE SURVEY LINE

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

P.O.B.
 1/2" #

N 87°41'03" E 208.02'

34" RCP
 24" RCP
 18" 5/8" CAPPED # "BEAM 250-491-4525"

30' UTILITY EASEMENT H.C.C.F. NO. 1981346
 30' MULTI PURPOSE EASEMENT H.C.C.F. NO. E390096

7 PARKING SPACES
 CONCRETE
 3 PARKING SPACES
 CONCRETE

CONCRETE
 COVERED AREA
 74.6' FINISHED FLOOR ELEV. = 176.2

TWO STORY BRICK AND SHEET METAL BUILDING (12,600 SQ. FT.)

149.5'

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 1.1' FNC (N)
 1.1' FNC (N)

CALLLED 3.4315 ACRES
 PAUL HANKS AND WIFE,
 MARIAN S. HANKS
 H.C.C.F. NO. 1178746

**1.800 ACRES
 78,408 SQ.FT.**

CALLLED 1.8000 ACRES
 GOSPEL ASSEMBLY CHURCH
 H.C.C.F. NO. Y941823

CALLLED 5.750 ACRES
 BDC FAMILY LIMITED PARTNERSHIP
 H.C.C.F. NO. RP-2017-63623

LEGEND

- * SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS SURVEY
- BO - BOLLARD
 - EM - EMBLEM
 - GM - GAS METER
 - GV - GAS VALVE
 - HD - FIRE HYDRANT
 - WM - WATER METER
 - WV - WATER VALVE
 - ICV - IRRIGATION CONTROL VALVE
 - GI - GRATE INLET
 - MI - MANHOLE
 - CO - CLEANOUT
 - TP - TELEPHONE PEDESTAL
 - EB - ELECTRIC BOX
 - TSB - TRAFFIC SIGNAL BOX
 - LP - LIGHT POLE
 - TLP - TRAFFIC LIGHT POLE
 - GL - GROUND/SPOT LIGHT
 - PP - POWER POLE
 - PP/T - POWER POLE W/TRANSFORMER
 - PP/LT - POWER POLE W/LIGHT
 - PP/CT - POWER POLE W/CONDUIT
 - MP - METER POLE
 - SP - SERVICE POLE
 - GA - GUY ANCHOR
 - OP - OVERHEAD POWER LINE
 - BWF - BARBED WIRE FENCE
 - MIF - MILD STEEL IRON FENCE
 - WF - WOOD FENCE
 - CF - CHAINLINK FENCE
 - GP - GATE POST
 - FP - FOR PLANS
 - APPROX. - APPROXIMATE
 - H.B. - HIGHBANK
 - S - SKIN
 - PLM - PIPELINE MARK
 - UC - UNDERGROUND
 - CL - CATHODE PROTECTION
 - MON - MONITORING
 - P - PIN FLAG/PIN
 - TC - TOP OF CURB
 - G - GUTTER
 - TO - TOP OF GRADE
 - FL - FLOW LINE
 - HB - HIGHBANK
 - SM - SANITARY SEWER
 - SS - STORM SEWER
 - CMF - CORRUGATED METAL FENCE
 - CF - CORRUGATED FENCE
 - RF - REINFORCED CONCRETE
 - TEL - TELEPHONE
 - SMT - SOUTHWEST
 - WB - WATER
 - UG - UNDERGROUND
 - FO - FOUND
 - H.C.C.F. - HARRIS COUNTY CONDUIT FENCE
 - H.C.D.R. - HARRIS COUNTY DRAINAGE RIGHT-OF-WAY
 - H.C.M.A. - HARRIS COUNTY METEOROLOGICAL AREA
 - IF - IRON PIPE
 - IR - IRON ROD
 - NO - NUMBER
 - PA - PAGE
 - R.O.W. - RIGHT-OF-WAY
 - SQ. FT. - SQUARE FEET
 - VOL. - VOLUME
 - F.C. - FIRM CODE
 - BL - BUILDING LINE
 - U.E. - UTILITY EASEMENT
 - TR - TREE/SHRUB

SURVEYOR'S CERTIFICATION

TO: ALAMO TITLE INSURANCE
 INDUS EQUITIES LLC
 GOSPEL ASSEMBLY CHURCH

I DO HEREBY CERTIFY TO THE ABOVE LISTED THAT THIS SURVEY WAS MADE ON THE GROUND AND WAS PERFORMED UNDER MY SUPERVISION AND CORRECTLY REPRESENTS THE PROPERTY LEGALLY DESCRIBED HEREIN. IF ANY FACTS FOUND AT THE TIME OF THIS SURVEY SHOW THE IMPROVEMENTS TO BE IN VIOLATION OF ANY ORDINANCES, ORDINANCES, OR SPECIFICATIONS, THERE ARE NO VISIBLE ENCROACHMENTS APPARENT ON THE GROUND SHOWN. THIS SURVEY SUBSTANTIALLY CONFORMS TO THE CURRENT PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR CONDUIT # SURVEY, TO THE BEST OF MY KNOWLEDGE.

Matthew Carpenter



GENERAL WARRANTY DEED
(With Vendor's Lien Retained)

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

THE STATE OF TEXAS §
COUNTY OF HARRIS §

KNOW ALL MEN BY THESE PRESENTS:

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

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

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

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

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

WAS106.061

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

RP-2023-365920

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

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

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

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

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

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

(Signature(s) appear on following page.)

WAS1506.061

RP-2023-365920

COPY

EXECUTED on 9/17, 2023

GOSPEL ASSEMBLY CHURCH

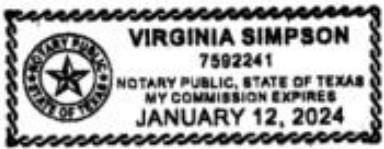
By: Rev Chad Wright
Rev. Chad Wright, Pastor and Trustee
Chairman

By: [Signature]
Johnny Ramirez, Trustee

By: [Signature]
Timothy Gidcum, Trustee

THE STATE OF TEXAS §
COUNTY OF Harris §

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



Virginia Simpson
Notary Public, State of Texas

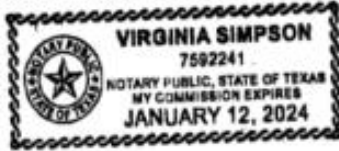
RP-2023-365920

UNOFFICIAL COPY

THE STATE OF TEXAS §

COUNTY OF Harris §

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

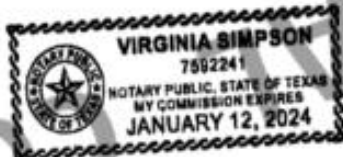


Virginia Simpson
Notary Public, State of Texas

THE STATE OF TEXAS §

COUNTY OF Harris §

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



Virginia Simpson
Notary Public, State of Texas

After recording, please return to:

RP-2023-365920

COPY UNOFFICIAL

EXHIBIT A

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

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

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

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

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

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

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

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

RP-2023-365920

RP-2023-365920

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

COPY UNOFFICIAL

RECORDERS MEMORANDUM

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

Any provision herein which restricts the sale, rental, or use of the described real property because of color or race is invalid and unenforceable under federal law.

THE STATE OF TEXAS
COUNTY OF HARRIS

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



Teneshia Hudspeth
COUNTY CLERK
HARRIS COUNTY, TEXAS



WINDROSE

LAND SURVEYING | PLATTING

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

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

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

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

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


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



07/28/2023
DATE:

City Council Meeting Agenda Item Data Sheet

Meeting Date: December 16, 2024

Topic:

Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):

- Sec. 551.071 – Consultation with the City Attorney regarding a matter which the Attorney’s duty requires to be discussed in closed session
- Sec. 551.072 – Deliberations regarding Real Property

Background:

Origination: David Esquivel, City Manager

Recommendation:

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

David Esquivel, City Manager