NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

MONDAY, NOVEMBER 4, 2019

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, November 4, 2019 at 6:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 Call to Order

2.0 Invocation

- Led by Pastor Kevin Bowles - Redeemer Church

3.0 Pledges to U.S. and Texas Flags

- Cub Scouts - Webelos, Pack 469

4.0 Public Comments and Receipt of Petitions *[At this time, anyone will be allowed to speak on any matter other than personnel matters or matters under litigation, for length of time not to exceed three minutes. No Council/Board discussion or action may take place on a matter until such matter has been placed on an agenda and posted in accordance with law.]*

5.0 Reports and Announcements

- November 8, 2019 – ***Bicycle Rodeo* –** Heritage Plaza, 400 Market Street – 9:00 a.m.
- November 9, 2019 – ***"Depot Day"*** –10:00 a.m.-5:00 p.m., **a National Model Railroad Month Celebration at the Depot - Tomball**
- November 22, 2019 – **Christmas Tree Lighting at the Depot –** 7:00 p.m.
- November 23, 2019 –**Tomball Holiday Parade**
- November 28-29, 2019 – **Thanksgiving Holiday –** City offices closed
- December 7, 2019 **– "Deck the Depot" –** a **2nd Saturday at the Depot** Event, 10:00 a.m.-3:00 p.m.
- December 13-15, 2019 **– Tomball German Christmas Market**
- December 24-25, 2019 – **Christmas Holidays –** City offices closed
- January 1, 2020 **– New Year's Day Holiday** – City offices closed
- Reports by City staff and members of council about items of community interest on which no action will be taken:
  - Denise Fiore -Report on the Success of **"Zomball in Tomball"**
  - Mike Baxter - Report on the Success of the **9th Annual Tomball Bluegrass Festival** and the **Freight Train Food Truck Festival at the Depot**

6.0 Approve the Minutes of the October 21, 2019 Regular Tomball City Council Meeting

7.0 Old Business:

7.1 Adopt, on Second Reading, Ordinance No. 2019-27, 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 9.5 Acres of Land, Legally Described as Tract 1M Abstract 305C Goodrich, within the City of Tomball, Harris County, Texas, from the Agricultural District to the Light Industrial District; Said Property being generally located on the South Side of North Humble Lake Road at SH 249; Providing for the Amendment of the Official Zoning Map of the City; 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

8.0 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.]*

8.1 Approve Request by Concordia Lutheran High School for City Support of Their 2nd Annual ***Cruisin' Crusaders 5K Run/Walk*** at the Tomball Depot, to be Held on February 29, 2020, through In-Kind Services Provided by the City of Tomball

8.2 Approve Request by Tomball High School Athletic Booster Club for City Support of the Tomball High School Athletic Booster Club ***2nd Annual Scholarship Crawfish Boil***, Benefitting the Tomball High School Athletic Booster Club Scholarship Fund, to be Held on Saturday, April 4, 2020, from 4:00 p.m. to 8:00 p.m., through In-Kind Services Provided by the City of Tomball

8.3 Approve Resolution No. 2019-46, a Resolution of the City Council of the City of Tomball, Texas, Casting Its Ballot for the Election of a Person to the Board of Directors of the Harris County Appraisal District, and Cast the City's Ballot for

Mike Sullivan

9.0 New Business:

9.1 Presentation of and Consideration to Approve/Adopt the City of Tomball 2020-2023 Strategic Management Plan

9.2 Approve Mutual Termination of Land Lease and Museum Development Agreement between the City of Tomball and Gulf Coast Chapter – National Railway Historical Society, Inc., and Authorize the City Manager to Execute the Agreement

9.3 Approve a Joint Participation Interlocal Agreement with Harris County for the Design of the Site Drainage and Grade Plan of the Texas Railroading Heritage Museum

9.4 Conduct Public Hearing for the Purpose of Considering the Following Annexation: *Being an 0.8684-Acre (37,827 Square Feet) Tract of Land Out of and Part of Tomball Outlot 477, According to the Map or Plat Thereof Recorded in Volume 2, Page 65 of the Harris County Map Records, in the Jesse Pruett Survey, Abstract No. 629, Harris County, Texas, said 0.8684-Acre Tract Being all of that certain 1.00-Acre Tract Described in Deed Recorded under Harris County Clerk's File No. 20100242691, Save and Except a 0.1423-Acre Tract Called Parcel 10 for the Widening of Huffsmith-Kohrville Road Right-of-Way* (22526 Hufsmith-Kohrville)

9.5 Adopt, on First Reading, Ordinance No. 2019-28, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include All of the Territory Within Certain Limits and Boundaries and Annexing to the City of Tomball All of the Territory Within Such Limits And Boundaries; Approving a Service Plan for All of the Area Within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause *(Being an 0.8684-Acre (37,827 Square Feet) Tract of Land Out of and Part of Tomball Outlot 477, According to the Map or Plat Thereof Recorded in Volume 2, Page 65 of the Harris County Map Records, in the Jesse Pruett Survey, Abstract No. 629, Harris County, Texas, Said 0.8684-Acre Tract Being All of That Certain 1.00-Acre Tract Described in Deed Recorded under Harris County Clerk's File No. 20100242691, Save and Except a 0.1423-Acre Tract Called Parcel 10 for the Widening of Huffsmith-Kohrville Road Right-of-Way – 22526 Hufsmith-Kohrville)*

9.6 Consideration To Approve **Zoning Case P19-124:** Request By Pedro Salazar To Amend Chapter 50 (Zoning) Of The Tomball Code Of Ordinances By Establishing The Zoning District Of Approximately One Acre Of Land As Commercial. The Property Is Legally Described As Tract 477E (6,197 SQ FT Easement) Tomball Outlots, And Is Located At The Northeast Corner Of Mahaffey Road And Hufsmith-Kohrville Road, Within Harris County, Texas.

- Conduct Public Hearing on **Zoning Case P19-124**
- Adopt, on First Reading, Ordinance No. 2019-29, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Establishing the Zoning District of Approximately One Acre of Land, Legally Described as Tract 477E (6,197 Sq Ft Easement) Tomball Outlots, Within the City of Tomball, Harris County, Texas, to the Commercial District; Said Property Being Generally Located at the

Northeast Corner of Mahaffey Road and Hufsmith-Kohrville Road; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed $2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters

9.7 Adopt, on First and Final Reading, Ordinance No. 2019-30, An Ordinance of the City Council of the City of Tomball, Texas, Authorizing the Issuance of City of Tomball, Texas, General Obligation Refunding Bonds, Series 2019; Levying a Tax in Payment Thereof; Authorizing the Issuance of the Bonds in Accordance with Specified Parameters; Authorizing the Redemption Prior to Maturity of Certain Outstanding Bonds; Approving the Preparation and Distribution of an Official Statement; and Enacting Other Provisions Relating Thereto; and Providing for the Effective Date Thereof.

9.8 Conduct Public Hearing of the City Council of the City of Tomball to Consider the Advisability of Adding Land to The Raburn Reserve Public Improvement District located within the City of Tomball

9.9 Approve Resolution No. 2019-45, an Amended and Restated Resolution of the City Council of the City of Tomball, Texas, Authorizing and Creating the Raburn Reserve Public Improvement District in the City of Tomball, Harris County, Texas, in Accordance with Chapter 372 of the Texas Local Government Code; Providing for Related Matters; and Providing an Effective Date

9.10 Adopt on First Reading, Ordinance No. 2019-31, an Ordinance of the City of Tomball, Texas, Amending Chapter 10, Buildings and Building Regulations, of the Code of Ordinances by Amending Certain Sections of Chapter 10, "Buildings and Building Regulations," to Adopt More Recent Editions of Construction Codes Published by The International Code Council and National Fire Protection Association; Adopting The Property Maintenance Code; Providing for a Penalty of an Amount Not to Exceed $2,000 for Each Violation of Any Provision Hereof; and Making Other Provisions Related to the Subject

9.11 Adopt, on First Reading, Ordinance No. 2019-32 an Ordinance of the City of Tomball, Texas, Amending Chapter 20, "Fire Prevention and Protection", of the Code of Ordinances by Amending Sections 20-25, 20-26, 20-28, and 20-48 and Adopting the 2015 Edition of The International Fire Code as published by The International Code Council and The 2015 Edition of The Life Safety Code as published by The National Fire Protection Association; Providing for a Penalty Not to Exceed $2,000 for Each Violation of Any Provision Hereof; and Making Other Provisions Related to the Subject

9.12 Accept Dedication of 0.0369-Acre Tract (1,608 Square Feet) of Land Via Special Warranty Deed from Ernest Grandinetti for the Construction of a Public Parking Lot at the Southeast Corner of Commerce Street and Cherry Street

9.13 Approve the Purchase of one (1) Chevrolet Colorado Crew (4x4), one (1) Chevrolet Colorado Crew (2x4), two (2) Chevy Silverado 1500 Crew, one (1) Chevrolet 3500 Dual Rear Wheels, one (1) Chevrolet 2500 Double Cab, one (1) Chevrolet 3500 Crew Cab, and two (2) Police Interceptors through the State Buyboard Cooperative Purchasing Contract, in the amount of 307,991.00

9.14 Authorize City Manager to Enter into an Interlocal Agreement with 1

Governmental Procurement Alliance (1GPA) for Purchasing Goods and Services

9.15 Award Buy Board Contract Number 581-19 for Installation of Underground Electrical at Broussard Community Park, in the Amount of $175,126.38

9.16 Award Buy Board Contract Number 581-19 for the construction of restroom and concession building at Broussard Community Park, in the Amount of $316,302.29

10.0 Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 30th day of October 2019 by 5:00 p.m., and remained posted for at least 72 continuous hours proceeding the scheduled time of said meeting.

Doris Speer

_____

Doris Speer
City Secretary, TRMC

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

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:

- Led by Pastor Kevin Bowles - Redeemer Church

Background:

Origination:

Recommendation:

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

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:

- Cub Scouts - Webelos, Pack 469

Background:

Origination:

Recommendation:

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

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:

- November 8, 2019 – ***Bicycle Rodeo*** **–** Heritage Plaza, 400 Market Street – 9:00 a.m.
- November 9, 2019 – ***"Depot Day"*** –10:00 a.m.-5:00 p.m., **a National Model Railroad Month Celebration at the Depot - Tomball**
- November 22, 2019 – **Christmas Tree Lighting at the Depot –** 7:00 p.m.
- November 23, 2019 –**Tomball Holiday Parade**
- November 28-29, 2019 – **Thanksgiving Holiday –** City offices closed
- December 7, 2019 **– "Deck the Depot" –** a **2nd Saturday at the Depot** Event, 10:00 a.m.-3:00 p.m.
- December 13-15, 2019 **– Tomball German Christmas Market**
- December 24-25, 2019 – **Christmas Holidays –** City offices closed
- January 1, 2020 **– New Year's Day Holiday** – City offices closed
- Reports by City staff and members of council about items of community interest on which no action will be taken:
    - Denise Fiore -Report on the Success of **"Zomball in Tomball"**
    - Mike Baxter - Report on the Success of the **9th Annual Tomball Bluegrass Festival** and the **Freight Train Food Truck Festival at the Depot**

Background:

Origination:
Various

Recommendation:
N/A

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

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:
Approve the Minutes of the October 21, 2019 Regular Tomball City Council Meeting

Background:

Origination:
City Secretary

Recommendation:
Approve

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

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Draft Minutes of the October 21, 2019 Regular Tomball City Council Meeting

MINUTES OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS

MONDAY, OCTOBER 21, 2019
6:00 P.M.

1.0 Meeting was called to order at by Mayor Fagan. Other members present:

Councilman Ford
Councilman Stoll
Councilman Klein Quinn
Councilman Townsend

Members absent:

Councilman Degges - Excused

Others present:

City Manager – Robert Hauck
Assistant City Manager – David Esquivel
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Director of Public Works – Beth Jones
Police Chief – Billy Tidwell
Fire Chief – Randy Parr
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Director of Community Development – Craig Meyers
City Planner – Amelia Lindley
Assistant City Secretary – Tracy Garcia
Police Officer-Investigations – James Harral

2.0 The invocation was led by Pastor Tommy Roberson – Real Life Ministries

3.0 Pledges to U. S. and Texas Flags were led by the *Arrow of Light* Cub Scouts, Pack 12.

4.0 No public comments were received.

5.0 The following presentations were made:

- Al Gerhardt, Tomball Lions Club presented a **$1,000.00** donation each to the City of Tomball Fire and Police Departments for their annual Christmas Programs
- Mayor Fagan presented proclamations – October 2019 is ***"National Chiropractic Health Month"*** to Tomball practitioners.

6.0 Reports and Announcements:

- November 8, 2019 – ***Bicycle Rodeo*** – Heritage Plaza, 400 Market Street – 9:00 a.m.
- November 9, 2019 **– "Depot Day" –** 10:00 a.m.-5:00 p.m., **a National Model Railroad Month Celebration at the Depot - Tomball**
- **November 22, 2019 – Christmas Tree Lighting at the Depot –** 7:00 p.m.
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- December 13-15, 2019 **– Tomball German Christmas Market**
- December 24-25, 2019 **– Christmas Holidays** – City offices closed
- January 1, 2020 **– New Year's Day Holiday** – City offices closed
- Reports by City staff and members of council about items of community interest on which no action will be taken:
    - Craig Meyers presented a Single-Family Residential Construction Update

7.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of the October 7, 2019 Regular Tomball City Council Meeting.

Motion carried unanimously.

8.0 Old Business Consent Agenda:

8.1 Adopt, on Second Reading, Ordinance No. 2019-23, an Ordinance Amending the Code of Ordinances of the City Council of the City of Tomball, Texas, by Repealing Chapter 36 – Solid Waste, in Its Entirety and Adopting a New Chapter 36 – Solid Waste; Providing for Severability; and Making Other Provisions and Findings Related Thereto

8.2 Adopt, on Second Reading, Ordinance No. 2019-24, an Ordinance of the City of Tomball, Texas, Adopting Impact Fees for Water and Wastewater Facilities; Defining Certain Terms; Providing for the Assessment and Collection of Such Impact Fees; Containing Other Provisions Relating to the Subject; and Providing for Severability

8.3 Adopt, on Second Reading, Ordinance No. 2019-25, an Ordinance of the City

Council of Tomball, Texas, Approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Seven (TPID 7 – Grand Junction Subdivision)

8.4 Adopt, on Second Reading, Ordinance No. 2019-26, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment Against Section One Properties within the City of Tomball Public Improvement District Number Seven (TPID 7 – Grand Junction Subdivision); and Making Certain Findings Related Thereto

Following the reading of the caption of each Ordinance, motion was made by Councilman Townsend, second by Councilman Stoll, to adopt Ordinances No. 2019-24, 2019-24, 2019-25, and 2019-26 on second reading. Vote was as follows:

Councilman Ford	Aye
Councilman Stoll	Aye
Councilman Degges	Absent
Councilman Townsend	Aye
Councilman Klein Quinn	Aye

Motion carried unanimously.

9.0 New Business:

9.1 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to approve Tomball Sister City Organization's Request for Support, Funding, and Road Closures, in the Amount of $160,000.00 for the 2019 Tomball German Christmas Market, to be Held December **13-15**, 2019, and the 2020 Tomball German Heritage Festival, to be Held March 27-29, 2020.

Motion carried unanimously.

9.2 Consideration to Approve **Zoning Case P19-120**: Request by Turnstone Texas Group LP, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 9.5 acres of land legally described as Tract 1M Abstract 305C Goodrich, within the City of Tomball, Harris County, Texas, generally located on the south side of North Humble Lake Road at SH 249 from the Agricultural District to the Light Industrial District.

- Conduct Public Hearing on **Zoning Case P19-120**

  Mayor Fagan opened the Public Hearing at 6:20 p.m.

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Receiving no public comments, Mayor Fagan closed the Public Hearing at 6:20 p.m.

- Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2019-27 by caption only on First Reading.

  Motion carried unanimously.

  Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2019-27, 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 9.5 Acres of Land, Legally Described as Tract 1M Abstract 305C Goodrich, within the City of Tomball, Harris County, Texas, from the Agricultural District to the Light Industrial District; Said Property being generally located on the South Side of North Humble Lake Road at SH 249; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed $2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters. Vote was as follows:

Councilman Ford	Aye
Councilman Stoll	Aye
Councilman Degges	Absent
Councilman Townsend	Aye
Councilman Klein Quinn	Aye

  Motion carried unanimously.

9.3 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve Award Contract for Project No. 2019-08, Janitorial Services, to ABM Texas General Services

Motion carried unanimously.

9.4 Motion was made by Councilman Ford, second by Councilman Townsend, to approve an Agreement for Professional Services with Costello, Inc. for E&P Project 2019-1001, Lizzie Lane and South Persimmon Drainage Improvements, in

the Amount of $284,198.00, and Authorize City Manager to Execute the Agreement.

Motion carried unanimously.

9.5 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to award Contract for Project No. 2019-04, M121W & M121E Channel Improvements, to Rebel Contractors, Inc., in the Amount of $3,999,605.64.

Motion carried unanimously.

9.6 Motion was made by Councilman Townsend, second by Councilman Ford, to approve Resolution No. 2019-44, a Resolution of the City of Tomball, Texas, Amending the Impact Fees, per City of Tomball Ordinance No. 2019-24, in the Master Fee Schedule for Fiscal Year 2019-2020.

Motion carried unanimously.

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

Motion carried unanimously.

Meeting adjourned at 6:32 p.m.

PASSED AND APPROVED this the 4th day of November 2019.

Doris Speer, TRMC, MMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:
Adopt, on Second Reading, Ordinance No. 2019-27, 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 9.5 Acres of Land, Legally Described as Tract 1M Abstract 305C Goodrich, within the City of Tomball, Harris County, Texas, from the Agricultural District to the Light Industrial District; Said Property being generally located on the South Side of North Humble Lake Road at SH 249; Providing for the Amendment of the Official Zoning Map of the City; 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

Background:
On Monday, October 14, 2019, after conducting a Public Hearing, the Planning & Zoning Commission recommended approval of the rezoning request with a 5-0 vote.

Origination:
Turnstone Texas Group, LP

Recommendation:
Adopt Ordinance No. 2019-27 on Second Reading

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

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Ordinance No. 2019-27
Staff Report
Notice of Public Hearing
Property Owner Notification

ORDINANCE NO. 2019-27

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 9.5 ACRES OF LAND, LEGALLY DESCRIBED AS TRACT 1M ABSTRACT 305C GOODRICH, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE AGRICULTURAL DISTRICT TO THE LIGHT INDUSTRIAL DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED ON THE SOUTH SIDE OF NORTH HUMBLE LAKE ROAD AT SH 249; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; 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.

* * * * * * * * * *

Whereas, Turnstone Texas Group LP has requested that approximately 9.5 acres of land, legally described as Tract 1M Abstract 305C Goodrich, generally located on the south side of North Humble Lake Road at SH 249, within the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; 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 two 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 Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning of Light Industrial District; 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 for the requested rezoning, the City Council held the public hearing for the requested rezoning and the City Council considered the final report of the Planning & Zoning Commission; 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 zoning classification of the Property is hereby changed from the Agricultural District to the Light Industrial District 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 Light Industrial District, 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 to the Light Industrial District 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 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. 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 THE 21ST DAY OF OCTOBER 2019.

COUNCILMAN FORD	AYE
COUNCILMAN STOLL	AYE
COUNCILMAN DEGGES	ABSENT
COUNCILMAN TOWNSEND	AYE
COUNCILMAN QUINN	AYE

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 4TH DAY OF NOVEMBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN QUINN	_____

_____
Gretchen Fagan, Mayor

ATTEST:

_____
Doris Speer, City Secretary

Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: October 14, 2019
City Council Public Hearing Date: October 21, 2019

Rezoning Case:	P19-120
Property Owner(s):	Merenco Reality Inc.
Applicant(s):	Turnstone Texas Group, LP (Steve Adkisson)
Legal Description:	Tract 1M Abstract 305C Goodrich
Location:	South side of North Humble Lake Road at SH 249 (between Alice Road and Humble Road) (Exhibit "A")
Area:	9.5 acres
Comp Plan Designation:	Business Park and Industrial (Exhibit "B")
Present Zoning and Use:	Agricultural after annexation (Exhibit "C") / Undeveloped (Exhibit "D")
Request:	Rezone from the Agricultural District to the Light Industrial District

Adjacent Zoning & Land Uses:

North: Commercial District / Private road for Harris County facility

South: Not in City limits / Industrial facility

West: Not in City limits and Commercial District / Industrial facility and Harris County facility

East: Not Zoned / SH 249

BACKGROUND

City staff had multiple meetings with the applicant and property owners regarding the development of the subject site. The property was annexed into the City limits in October and was automatically zoned Agricultural District.

ANALYSIS

The proposed rezoning is for approximately 9.5 acres of land on SH 249. Most properties in the area are outside the City limits of Tomball, with the exception of the Harris County property, which is zoned Commercial.

The existing land uses in the area include industrial facilities and the Harris County property with various County facilities. There is also a Harris County Flood Control District drainage channel to the east of the property.

The updated Comprehensive Plan Future Land Use Map designates the property as Business Park and Industrial. According to the Plan, the intent of the Business Park and Industrial category is to "create opportunities for employment" and is an area that should be "located near adequate thoroughfares which provide convenient access for vehicular traffic" (Page 72).

ZONING CONSIDERATIONS

In making its recommendation regarding a proposed zoning change, the Planning and Zoning Commission and City Council shall consider the following factors:

A. Whether the uses permitted by the proposed change will be appropriate in the immediate area concerned, and their relationship to the general area and to the City as a whole.

The uses permitted in the Light Industrial District appear to the appropriate in the immediate area. The existing uses in the area along Humble Road include various industrial facilities. The purpose of the Light Industrial District is to provide an area for light manufacturing, warehousing, wholesaling and service operations, etc. in locations with accessibility to major thoroughfares or major highways.

B. Whether the proposed change is in accordance with any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area.

City water and gas are adjacent to the property. Sanitary sewer will need to be extended to the site from Alice Road at the developer's expense.

C. The amount of vacant land currently classified for similar development in the vicinity and elsewhere in the City, and any special circumstances which may make a substantial part of such vacant land unavailable for development.

There is vacant land in the City zoned Light Industrial District. There does not appear to be any special circumstances that may make a substantial part of any vacant land unavailable for development.

D. The recent rate at which land is being developed in the same zoning classification as the request, particularly in the vicinity of the proposed change.

There has been steady development in the Light Industrial District in the City; however, there has not been new development in the immediate area of the subject site, with the exception of the Harris County facility.

E. How other areas designated for similar development will be, or are likely to be, affected if the proposed amendment is approved.

City Staff does not anticipate any adverse impacts on other areas designated for similar development.

F. Any other factors that will substantially affect the public health, safety, morals, or general welfare.

Generally, the proposed rezoning does not appear to negatively affect the public health, safety, morals, or general welfare.

G. Whether the request is consistent with the Comprehensive Plan.

The Comprehensive Plan Future Land Use Map designates the property as Business Park and Industrial. The request also meets the following Comprehensive Plan Objectives:

- LU 2.1 Implement the Future Land Use Plan to promote development that results in desired character for Tomball;
- ED 5.3 Maintain a balance in the differing economic sectors to promote sustainable economic health for the community.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on September 27, 2019. The Notice of Public Hearing was published in the paper on October 2, 2019. 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 P19-120 for the following reasons:

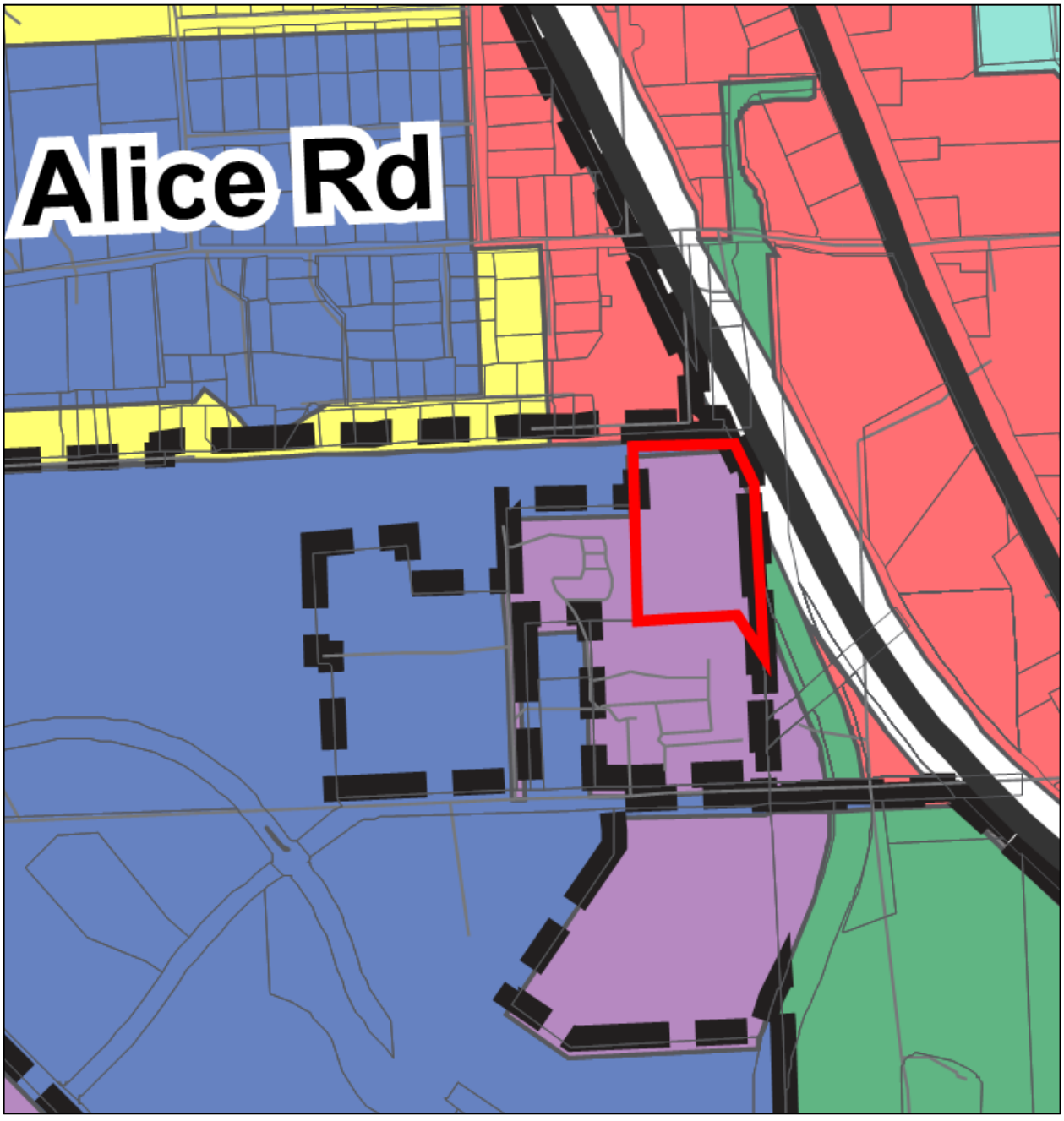
1. The request meets the goals of City's Comprehensive Plan;
2. The request is in conformance with the Future Land Use Map;
3. The request is appropriate with the surrounding land uses in the area;
4. The request is generally appropriate with the surrounding zoning districts.

EXHIBITS

A. Aerial Photo
B. Comprehensive Plan
C. Zoning Map
D. Site Photos
E. Application

Exhibit "A"
Aerial Photo

Exhibit "B"
Comprehensive Plan



GIS date for the updated Comprehensive Plan is not yet available.

Exhibit "C"
Zoning Map

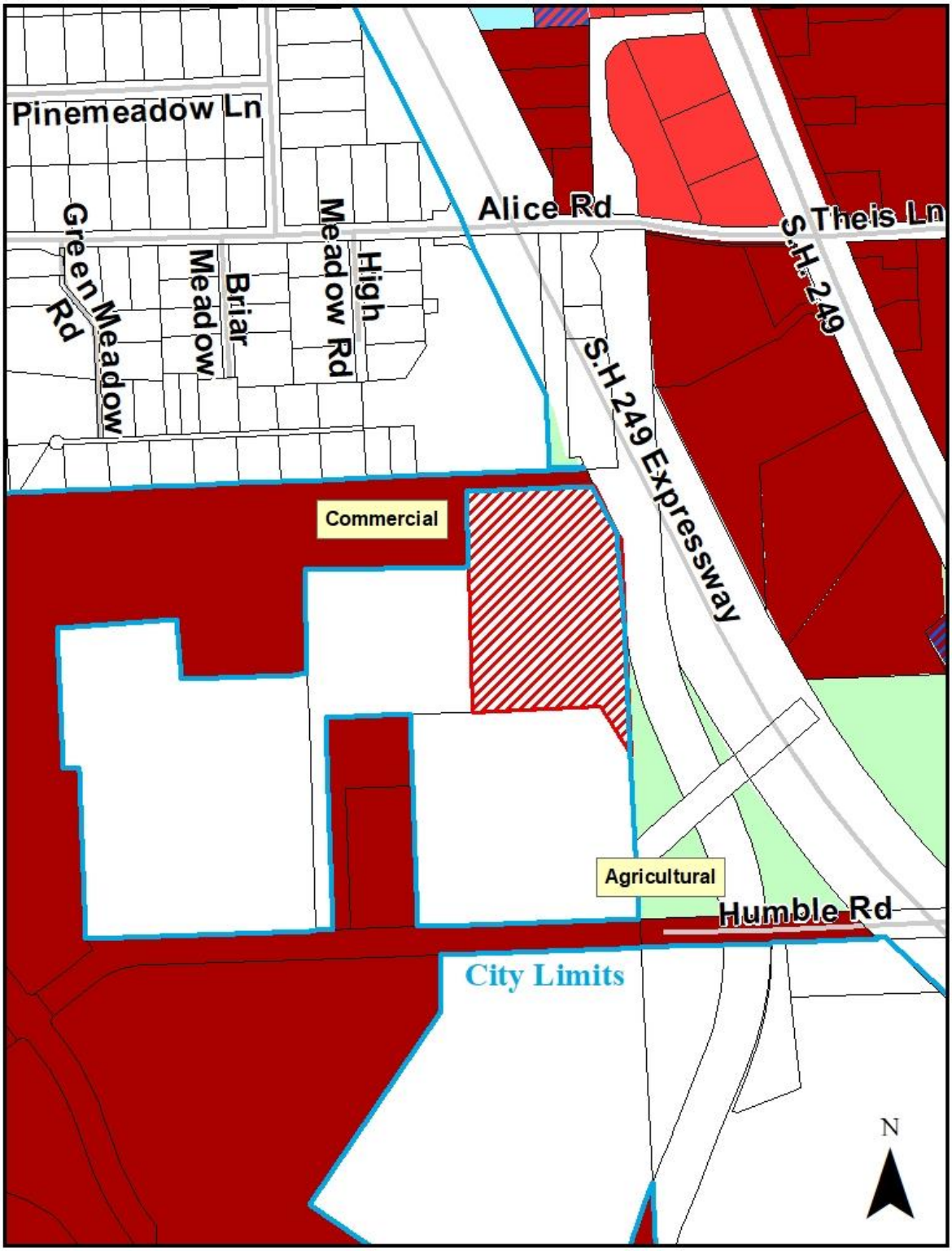


Exhibit “D”
Site Photos

Exhibit "E"
Application

Revised 5/19/15

APPLICATION FOR REZONING

Community Development Department
Planning Division

APPLICATION SUBMITTAL: 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.

Applicant
Name: Turnstone Texas Group, LP (Steve Adkisson) Title: _____
Mailing Address: 1130 Enclave Pkwy City: Houston State: TX
Zip: 77077
Phone: (832) 413-4475 Fax: (____) _____ Email: steve@adkissondevelopment.com

Owner
Name: Merenco Realty Inc. (Joe Bullard) Title: President
Mailing Address: PO BOX 351 City: Midland State: TX
Zip: 79702-0351
Phone: (713) 865-0061 Fax: (____) _____ Email: jobullard2019@gmail.com

Engineer/Surveyor (if applicable)
Name: SEK Engineering (Sam Khazzoum) Title: _____
Mailing Address: 701 Shepherd Dr., Suite 200A City: Houston State: TX
Zip: 77007
Phone: (281) 271-1720 Fax: (____) _____ Email: sam@sekengineering.net

Description of Proposed Project: 5 tilt-wall buidlings (75,750sf) on 9.493 acres of land

Physical Location of Property: N. Humble Lake Rd @ SH 249
[General Location – approximate distance to nearest existing street corner]

Legal Description of Property: TR 1M ABST 305 Goodrich
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: Agricultural

Current Use of Property: raw land

Proposed Zoning District: Light Industrial

Proposed Use of Property: distribution and manufacturing

HCAD Identification Number: 042-175-000-0161 Acreage: 9.493

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

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

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

X _____ 8/30/19
Signature of Applicant Date

X Joe Bullard 8/30/19
Signature of Owner Date

Steve Adkisson
Turnstone Texas Group, LP
1130 Enclave Pkwy
Houston, TX 77077

August 27, 2019

Amelia Lindley
City Planner
City of Tomball, Texas
501 James St., Tomball, Texas 77375

RE: Request for Zoning Change from Agricultural to Light Industrial for 9.493 acres located at N Humble Lake Rd @ SH 249 (TR 1M ABST 305 Goodrich)

Dear City Plannner,

Please allow this letter to satisfy the requirements outlined in the City of Tomball's Application for Rezoning that is the subject of this letter.

Turnstone Texas Group, LP has the tract referenced above under contract for purchase – we expect to close around October 9, 2019. Turnstone will develop the entire 9.493 acres into a small business park.

The following information is provided to justify or outline our request:

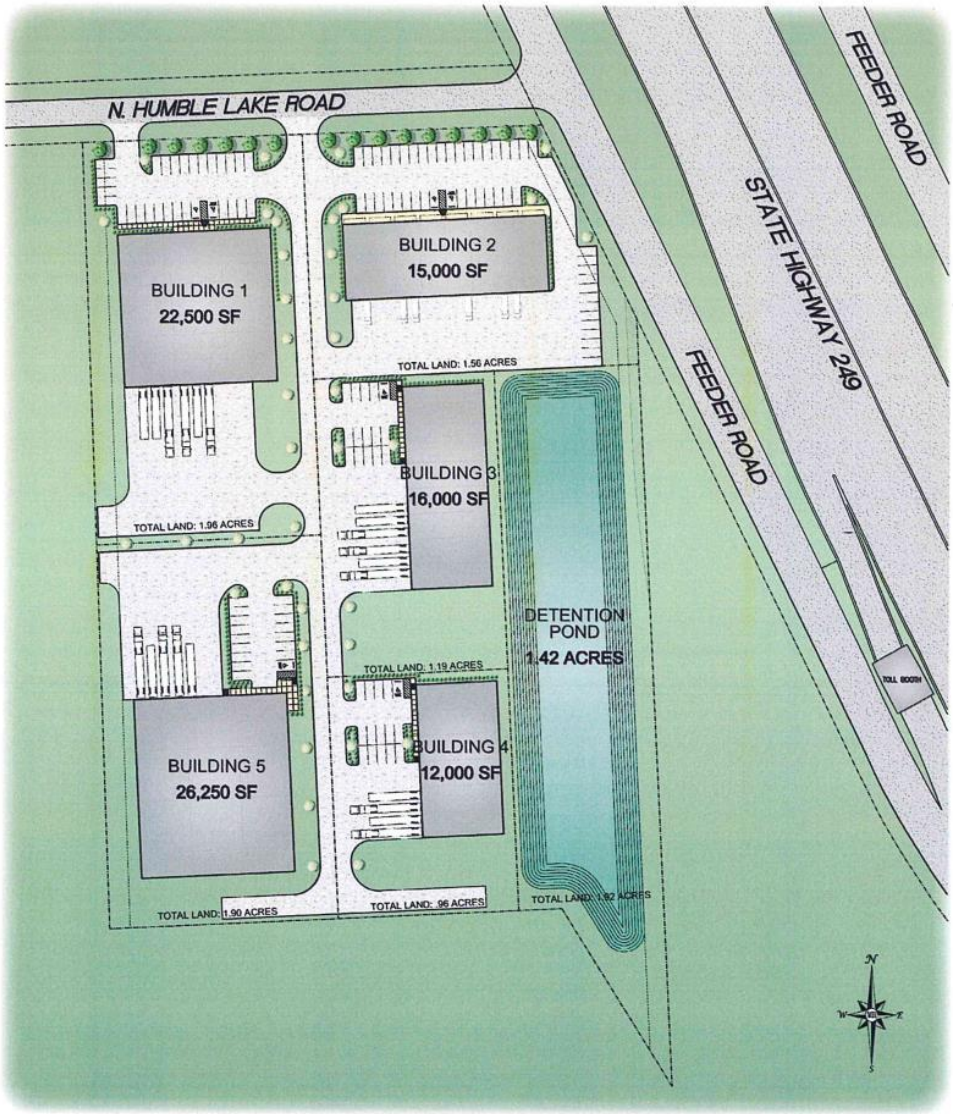
1. The development will include five (5) tilt-wall buildings, ranging from 12,000–26,250 SF
    a. On-site detention (approx. 1.42 acres)
    b. Water and sanitary sewer utilities to be provided by City of Tomball
    c. Ingress/egress drive on N. Humble Lake Dr. sufficient for the development
2. Adjacent property uses are as follows: (North, South, West) Commercial, (East) Agricultural
3. The proposed usages of the buildings will be light industrial office/warehouse, and distribution
4. Turnstone has begun the condo plat for the development of this project

It is our belief that this request is both consistent and compatible with the surrounding land uses and will be an attribute to the City of Tomball as it retains jobs within the community and repurposes vacant land to a higher usage and property tax income.

Sincerely,

Steve Adkisson

Conceptual Site Plan



HARRIS COUNTY APPRAISAL DISTRICT
REAL PROPERTY ACCOUNT INFORMATION
0421750000161

Tax Year: 2019

Print

Owner and Property Information			
Owner Name & Mailing Address:	**MERENCO REALTY INC** **PO BOX 351** **MIDLAND TX 79702-0351**	Legal Description: Property Address:	**TR 1M** **ABST 305 C GOODRICH** **0 SH 249** **TOMBALL TX 77377**

State Class Code	Land Use Code	Building Class	Total Units	Land Area	Building Area	Net Rentable Area	Neighborhood	Market Area	Map Facet	Key Map¿½
C2 -- Real, Vacant Commercial	8003 -- Land Neighborhood Section 3	E	0	411,564 SF	0	0	9911	400 -- ISD 26 - Tomball ISD	4770C	288T

Value Status Information

Value Status	Notice Date	Shared CAD
Noticed	04/23/2019	No

Exemptions and Jurisdictions

Exemption Type	Districts	Jurisdictions	Exemption Value	ARB Status	2018 Rate	2019 Rate
None	026	TOMBALL ISD		Not Certified	1.340000	
	040	HARRIS COUNTY		Not Certified	0.418580	
	041	HARRIS CO FLOOD CNTRL		Not Certified	0.028770	
	042	PORT OF HOUSTON AUTHY		Not Certified	0.011550	
	043	HARRIS CO HOSP DIST		Not Certified	0.171080	
	044	HARRIS CO EDUC DEPT		Not Certified	0.005190	
	045	LONE STAR COLLEGE SYS		Not Certified	0.107800	
	410	HARRIS-MONTGOMERY CTY MGMT DIST		Not Certified	1.250000	
	665	HC ESD 15		Not Certified	0.047010	
	679	HC EMERG SERV DIST 8		Not Certified	0.098250	

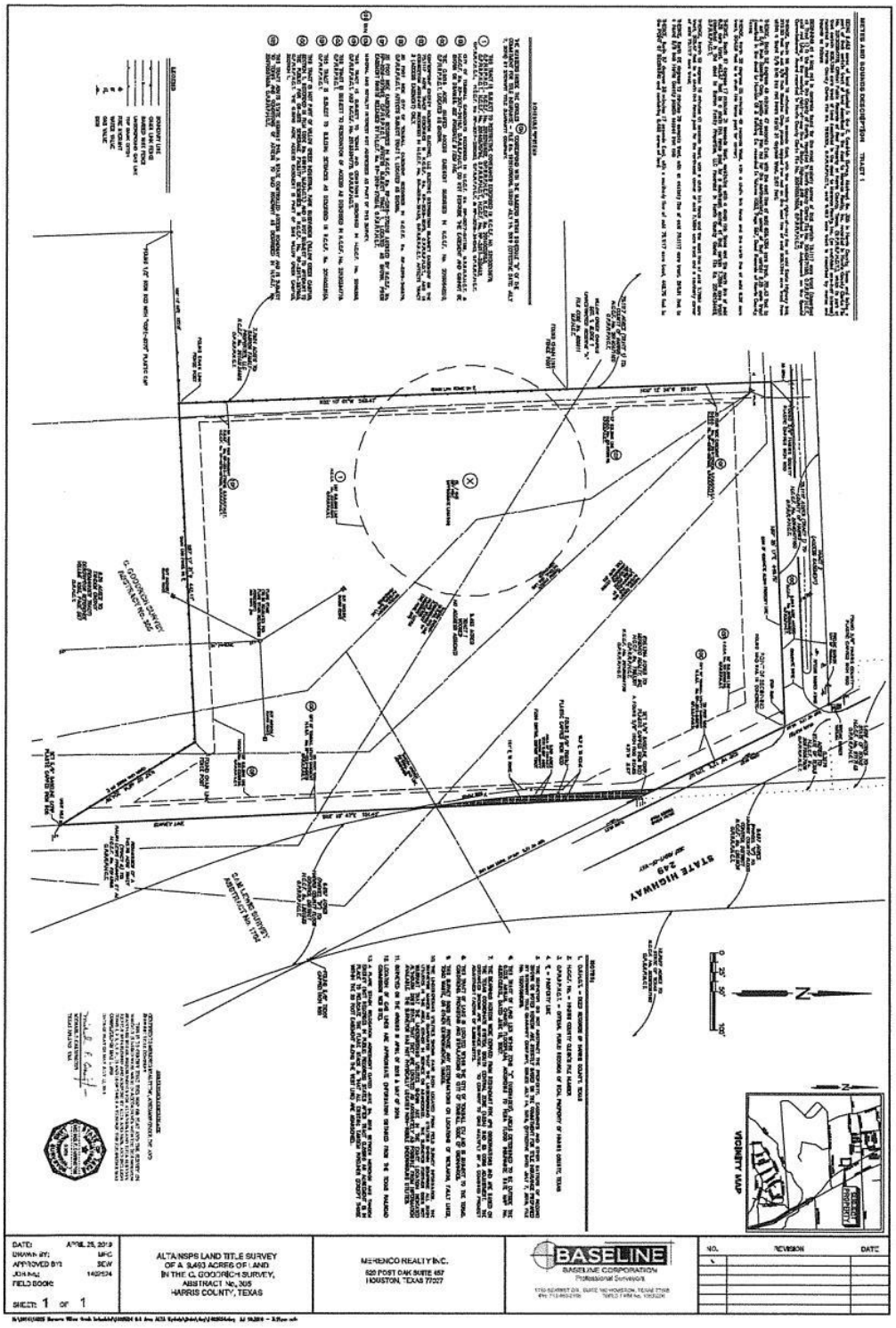
Texas law prohibits us from displaying residential photographs, sketches, floor plans, or information indicating the age of a property owner on our website. You can inspect this information or get a copy at **HCAD's information center at 13013 NW Freeway.**

Valuations

Value as of January 1, 2018			Value as of January 1, 2019		
	Market	Appraised		Market	Appraised
Land	205,782		Land	205,782	
Improvement	0		Improvement	0	
Total	205,782	205,782	Total	205,782	205,782

Land

Market Value Land												
Line	Description	Site Code	Unit Type	Units	Size Factor	Site Factor	Appr O/R Factor	Appr O/R Reason	Total Adj	Unit Price	Adj Unit Price	Value
1	8003 -- Land Neighborhood Section 3	4400	SF	411,564	1.00	1.00	0.25	Restr or Non-Conf	0.25	2.00	0.50	205,782.00


METES AND BOUNDS DESCRIPTION TRACT 1
STATE HIGHWAY 249
VICINITY MAP
DATE: APRIL 25, 2019
DRAWN BY: MHC
APPROVED BY: SCW
JOB NO: 142574
FIELD BOOK:
SHEET 1 OF 1
ALTA/NSPS LAND TITLE SURVEY
OF A 9.463 ACRES OF LAND
IN THE G. GOODRICH SURVEY,
ABSTRACT No. 305
HARRIS COUNTY, TEXAS
MERENCO REALTY INC.
520 POST OAK SUITE 457
HOUSTON, TEXAS 77027
BASELINE
BASELINE CORPORATION
Professional Surveyors
NO. REVISION DATE

METES AND BOUNDS DESCRIPTION
9.493 ACRES OF LAND IN THE
C. GOODRICH SURVEY, ABSTRACT No. 305
WILLOW CREEK INDUSTRIAL PARK, HARRIS COUNTY, TEXAS

BEING 9.493 acres of land situated in the C. Goodrich Survey, Abstract No. 305 in Harris County, Texas and being a part of that certain tract of land described in the deed to Merenco Realty, Inc. recorded in Harris County Clerks File No. 20130384778, Official Public Records of Real Property of Harris County, Texas, (O.P.R.R.P.H.C.T.), which is part of that certain 606.1394 acre tract of land described in the deed to Merenco Realty, Inc. (an undivided one-half interest) recorded in Harris County Clerks File No. T693301, O.P.R.R.P.H.C.T., said 9.493 acre tract is described by metes and bounds as follows:

BEGINNING at a Mag nail in concrete found for the most easterly corner of that certain 75.1117 acre tract (described as Tract 1) in the deed to the County of Harris, recorded in Harris County Clerks File No. 20140471160, O.P.R.R.P.H.C.T., said rod lying on the westerly right-of-way line of State Highway 249 as described in the Judgement on the Special Commissioners' Award recorded in Harris County Clerks File No. 20070057608, O.P.R.R.P.H.C.T;

THENCE, South 26 degrees 16 minutes 12 seconds East, with the westerly right-of-way line of said State Highway 249, 210.50 feet to set 5/8 inch Baseline Corp. plastic capped iron rod on the east line of said 606.1394 acre tract from which a found 5/8 inch iron rod bears North 31 degrees West, 2.67 feet;

THENCE, South 02 degrees 49 minutes 47 seconds East, with the east line of said 606.1394 acre tract, 751.43 feet to a set 5/8 inch Baseline Corp. plastic capped iron rod for the northeasterly corner of that certain 9.26 acre tract described in the deed to Humble Oil & Refining Co. recorded in Volume 1063, Page 557, Deed Records of Harris County, Texas;

THENCE, North 32 degrees 02 minutes 49 seconds West, with a chain link fence and the north line of said 9.26 acre tract, 204.26 feet to a chain link fence post for corner;

THENCE, South 87 degrees 17 minutes 31 seconds West, continuing with a chain link fence and the north line of said 9.26 acre tract, 442.47 feet to a chain link fence post for a southeast corner of that certain 7.7884 acre tract described in the deed to Barron Family Properties, LLC recorded in Harris County Clerks File No. 20140134468, O.P.R.R.P.H.C.T;

THENCE, North 02 degrees 10 minutes 01 seconds West, with a chain link fence and the east line of said 7.7884 acre tract, 503.47 feet to a chain link fence post for the northeast corner of said 7.7884 acre tract and a southerly corner of said 75.1117 acre tract;

THENCE, North 02 degrees 12 minutes 39 seconds West, with an easterly line of said 75.1117 acre tract, 265.61 feet to a found 5/8 inch Harris County plastic capped iron rod;

THENCE, North 87 degrees 38 minutes 17 seconds East, with a southerly line of said 75.1117 acre tract, 449.75 feet to the **POINT OF BEGINNING** and containing 9.493 acres of land.

The bearings hereon were derived from redundant RTK GPS observations and are based on the Texas Coordinate System, South Central Zone (4204) NAD 83 CORS Adjustment. The distances shown are surface datum. To convert to grid multiply by a combined project adjustment factor of 0.9999412773.

This description was prepared in conjunction with a survey made on the ground in April of 2015 and May of 2019 and with a survey drawing prepared by Baseline Corporation bearing the same date as this description.

June 19, 2015
By: BASELINE CORPORATION

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
OCTOBER 14, 2019
&
CITY COUNCIL
OCTOBER 21, 2019

Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 14, 2019, at 6:00 P.M.,** and by the City Council of the City of Tomball on **Monday, October 21, 2019, 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 P19-120: Request by Turnstone Texas Group LP, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 9.5 acres of land legally described as Tract 1M Abstract 305C Goodrich, within the City of Tomball, Harris County, Texas, generally located on the south side of North Humble Lake Road at SH 249 from the Agricultural District to the Light Industrial District.

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 Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Amelia Lindley, at (281) 290-1410 or at alindley@tomballtx.gov.

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 **10th** day of **October 2019** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Amelia Lindley
Amelia Lindley
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) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.

Notice of Public Hearing

YOU ARE INVITED TO ATTEND the Public Hearing before the **PLANNING & ZONING COMMISSION** and **CITY COUNCIL** of the City of Tomball regarding the following item:

CASE NUMBER: P19-120

APPLICANT/OWNER: Turnstone Texas Group LP

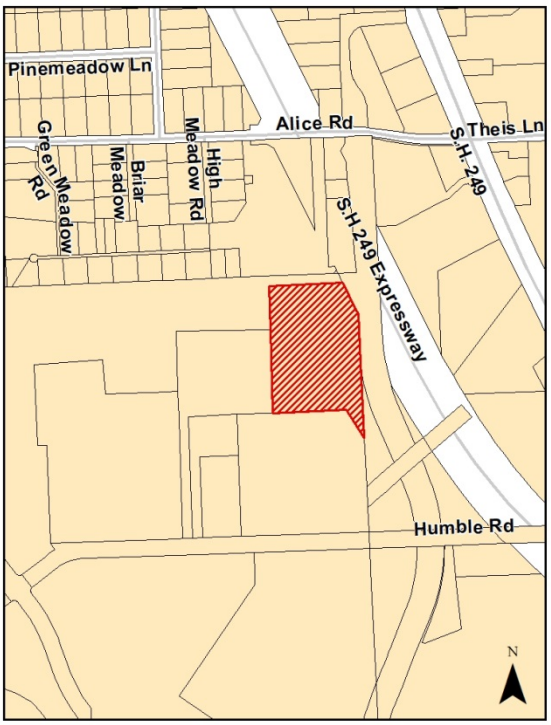
LOCATION: Generally located on the south side of North Humble Lake Road at SH 249

PROPOSAL: To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 9.5 acres of land legally described as Tract 1M Abstract 305C Goodrich, within the City of Tomball, Harris County, Texas, from the Agricultural District to the Light Industrial District.

CONTACT: Amelia Lindley, City Planner
PHONE: (281) 290-1410
E-MAIL: alindley@tomballtx.gov

Interested parties may contact the City of Tomball between 8:00 a.m. and 5:00 p.m. Monday through Friday for further information. The application is available for public review Monday through Friday, except holidays, between the hours of 8:00 a.m. and 5:00 p.m. in the Community Development Department office, located at 501 James Street, Tomball, TX 77375. The staff report will be available no later than 4:00 p.m. on the Friday preceding the meeting.

This notice is being mailed to all owners of real property within 200 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.



Planning & Zoning Commission
Public Hearing:
Monday, October 14, 2019, 6:00 PM

City Council Public Hearing:
***Monday, October 21, 2019, 6:00 PM**

The Public Hearings will be held in the City Council Chambers, City Hall 401 Market Street, Tomball, Texas

*Should the Planning & Zoning Commission vote to table the recommendation on the case, the date and time of a future meeting will be specified and the City Council will not review the subject case until such a recommendation is forwarded to the City Council by the Planning & Zoning Commission.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:
Approve Request by Concordia Lutheran High School for City Support of Their 2nd Annual ***Cruisin' Crusaders 5K Run/Walk*** at the Tomball Depot, to be Held on February 29, 2020, through In-Kind Services Provided by the City of Tomball

Background:
Concordia Lutheran High School would like to host their 2nd Annual ***Cruisin' Crusaders 5K Run/Walk*** at the Tomball Depot. The race will be hosted Saturday, February 29, 2020 at 8am.

Concordia Lutheran High School is excited to announce the ***2nd annual Cruisin' Crusaders 5K Run/Walk*** in downtown Tomball. The race will be on Saturday, February 29, 2020, with registration opening at 6:30 am and the race beginning at 8 am. Funds raised from the event will help Concordia's boys and girls cross country programs. Student-athletes from the cross country programs, student volunteers from our Interact club (part of Rotary International), and parent volunteers will be working the event in addition to Houston Methodist providing a First Aid station for runners before, during, and after the race.

To help with the efficiency of the event, we are asking the City of Tomball for some in-kind services that include: Police, Fire, Public Works, and Coordination.

Origination:
Denise Fiore

Recommendation:
Approve.

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

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Concordia Application
Concordia Proposal

RACE APPLICATION

CITY OF TOMBALL, TEXAS | 401 Market Street | Tomball, Texas 77375 | 281-351-5484

An application to stage a race within the City of Tomball shall be filed with the Community Events Coordinator at least 90 days prior to the event. This application is not to be construed as authorizing or agreeing to any race until formally approved by Tomball City Council. Only races of 5K or less will be considered.

Date: 4/29/19

Request for permission to use public streets for the following type of event (please check one):

Bicycle Race ___ Foot Race ✓ Race Walking ___ Jogging Event ___ Other (specify) _____

1. Event title: Cruisin' Crusaders 5K
2. Sponsoring entity: Concordia Lutheran High School
3. Is this organization based in Tomball: Yes ✓ No ___
4. Is this organization *non-profit* ✓ or *for-profit* ___ **Current proof of non-profit stature required*
5. Contact: Ashley Rains, Rachel Hill Phone: _____
6. Contact address: 700 E. Main, Tomball, TX 77375
7. Contact email: rainsa@clhs-tx.org, hillr@clhs-tx.org
8. Event date: February 29, 2020
9. Event times: Start 8:00 am Finish 10:00 am Set-up 6:00 am Breakdown 10:30 am
10. Is this event for charity? Yes ___ No ✓
11. If yes, what charity? N/A Tax ID _____
12. If yes, what percentage of the net proceeds will be donated? N/A
13. On-site contact: Ashley Rains Mobile Phone: 832-528-6775
14. Estimated number of registered participants: Run 200 Walk 50 Bicycle N/A
15. Is this event open to the public: Yes ✓ No ___
16. How much is the registration fee: $30 pre-registered, $35 day of NA ___
17. Time at which participants will begin to assemble: 6:30 am
18. The applicant will defend and hold harmless the City of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses.
    Initial RH
19. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured.
    Initial RH
20. Name of insurance carrier: Utica National Insurance Group
21. Organization has secured date with the Public Works Dept. and has paid deposit. _____

22. Which of the following services are requested in support of this event:

✓ **Police:**	Start time 7:30 to End time 10:30 am
Fire:	Start time _____ to End time _____
✓ **Public Works:**	Start time 6:30 to End Time: 10:30 am
Marketing:	Start time _____ to End time: _____
Community Center:	Start time _____ to End time _____
✓ **Street closures/barricades:**	Start time 7:45 to End time 10:15 am
✓ **Trash containers/dumpsters:**	Start time 6:30 to End time 10:30 am
✓ **Restroom facilities/portacans:**	Start time 6:30 to End time 10:30 am
EMS services:	Must be contracted separately at Northwest EMS

Other: _____

_____

_____

Signature: _____

Denise Fiore - Community Events Coordinator
City of Tomball
401 Market Street
Tomball, Texas 77375
281-351-5484
Email - dfiore@tomballtx.gov

FOR OFFICIAL USE - Deposit required: Yes ___ No ___ Amount Due: $_____

Concordia Lutheran High School is excited to announce the 2nd annual Cruisin' Crusaders 5K Run/Walk in downtown Tomball. The race will be on Saturday, February 29, 2020 with registration opening at 6:30 am and the race beginning at 8 am. Funds raised from the event will help Concordia's boys and girls cross country programs.

Student-athletes from the cross country programs, student volunteers from our Interact club (part of Rotary International), and parent volunteers will be working the event in addition to Houston Methodist providing a First Aid station for runners before, during, and after the race.

To help with the efficiency of the event, we are asking the City of Tomball for some in-kind services that include: Police, Fire, Public Works, and Coordination.

Event Information:

- We are estimating 175-275 runners for this event
- 5K race will begin at 8 am
    - Race is stroller friendly
    - Pets are not allowed on the course or at the event
- 1 Mile Kids Fun Run will begin at 9:15 am
    - This will be an untimed race
    - Kids must be ages 10 and under

Runner Benefits:

- Swag bag that includes a t-shirt and other goodies
- At the depot area, a First Aid station by Methodist will be available for runners before and after the race
- Also at the depot, there will be a refueling station where runners can pick up bagels, bananas, apples, and juices following the race
- Runners are able to compete for a prize of best team theme/costumes
    - Teams must be at least 5 runners
- Overall Top 3 Finishers for Male/Female will receive pint glasses, gift cards and medals
- Top 3 Finishers from each age group for Male/Female will receive medals
- Finishers from Kids 1 Mile Fun Run will receive smaller medals for participating

Cost of the event:

- Pre-registered runners for 5K = $30
- Pre-registered kid runners for 1 mile fun run = $20
- Day of registration runners for 5K = $35
- Day of registration for kid runners for 1 mile fun run = $25

Other Logistical Items:

- Concordia will have a table promoting the school in the vendor area near the check-in/registration table
- City of Tomball is welcome to have a table/tent to promote upcoming events
- Concordia's drumline or pep band will be lining the street near the finish line for runners as they approach
- Concordia will be providing their own sound system and microphones for the event but will need access to the Depot's electrical outlets
- The start and finish line will feature a giant balloon arch for runners
    - Finish line will feature a large race clock as well as a TV with scrolling results
- Concordia will provide parent volunteers that can be stationed throughout the course as needed by direction from Tomball PD to help with course turns while encouraging runners

Sponsorships Available:

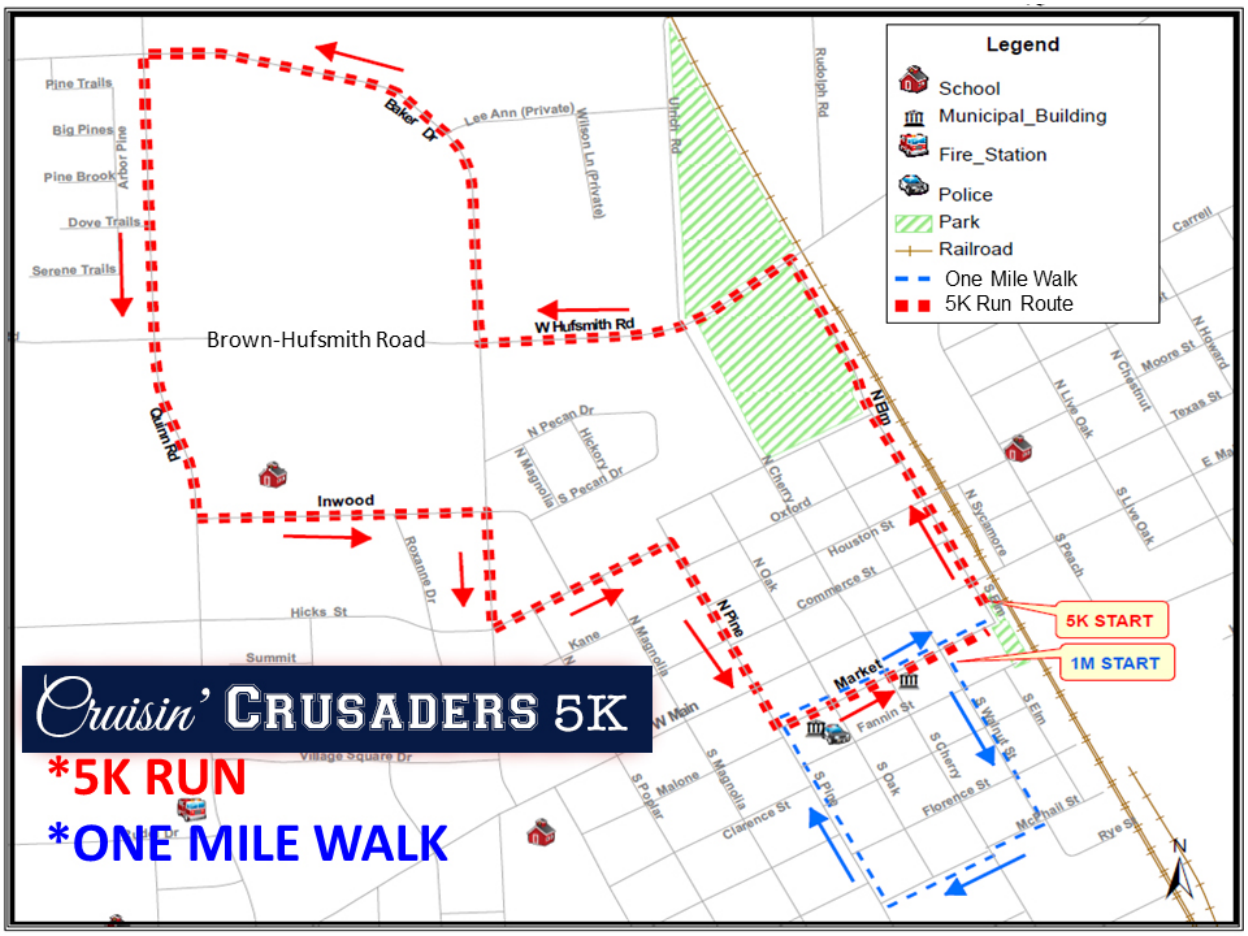
- Mile Sponsors = $500 (x3 available)
    - Signage on the mile marker sign on the grass along the course
    - 10x10 vendor space at depot closest to registration table and refueling station
    - Company logo on the t-shirt for all participants
    - Ability to put an item in the swag bag for participants
- Community Vendor Sponsors = $250 (unlimited)
    - 10x10 vendor space at depot
    - Company name listed on back of t-shirt for all participants
    - Ability to put an item in the swag bag for participants
- T-Shirt Sponsors = $100 (unlimited)
    - Company name listed on back of t-shirt for all participants
    - Ability to put an item in the swag bag for participants

The race maps we would like to follow are listed below on the next page. The red is the 5K route and the blue is the Kids 1 Mile Fun Run route.

Thank you for your consideration,

Concordia's Cruisin' Crusaders 5K Planning Team &

Ashley Rains
Advancement Officer
Concordia Lutheran High School
rainsa@clhs-tx.org
281-351-2547 ext. 234


Legend
School
Municipal_Building
Fire_Station
Police
Park
Railroad
One Mile Walk
5K Run Route
Brown-Hufsmith Road
W Hufsmith Rd
Baker Dr
Lee Ann (Private)
Wilson Ln (Private)
Pine Trails
Big Pines
Pine Brook
Dove Trails
Serene Trails
Arbor Pine
Quinn Rd
Inwood
Roxanne Dr
Hicks St
Summit
Village Square Dr
N Pecan Dr
N Magnolia
S Pecan Dr
Hickory Dr
Rudolph Rd
Uhlott Rd
N Cherry
Oxford
N Elm
N Pine
N Oak
Houston St
Commerce St
N Sycamore
N Live Oak
N Chestnut
Moore St
Texas St
N Howard
Carrell
S Live Oak
S Peach
S Elm
5K START
1M START
Market
Fannin St
W Main
Kane
N Magnolia
S Magnolia
S Malone
S Poplar
S Pine
S Oak
S Cherry
S Walnut St
Florence St
Clarence St
Marshall St
Rye St
N
Cruisin' CRUSADERS 5K
*5K RUN
*ONE MILE WALK

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:
Approve Request by Tomball High School Athletic Booster Club for City Support of the Tomball High School Athletic Booster Club ***2nd Annual Scholarship Crawfish Boil***, Benefitting the Tomball High School Athletic Booster Club Scholarship Fund, to be Held on Saturday, April 4, 2020, from 4:00 p.m. to 8:00 p.m., through In-Kind Services Provided by the City of Tomball

Background:
The Tomball High School Athletic Booster Club would like to host their ***2nd Annual Scholarship Crawfish Boil*** on April 4, 2020 from 4-8 pm.

The THSABC is asking for Police, Fire and Public Works in kind services from the City.

Origination:
Denise Fiore

Recommendation:
Approve

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

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

THS Booster Club Application
THS Proposal

SPECIAL EVENT APPLICATION

CITY OF TOMBALL, TEXAS | 401 Market Street | Tomball, Texas 77375 | 281-351-5484

An application to stage an event within the City of Tomball shall be filed with the Community Events Coordinator at least 180 days prior to the event. This application is not to be construed as authorizing or agreeing to any event until formally approved by Tomball City Council.

Date: 9/20/19 Is this event Co-City sponsored? Yes ✓ No ___

Request for permission to use a public venue for the following type of event (please check one):

Festival ___ Community Event ___ Arts & Crafts Event ___ Music Event ✓ Other (specify) ✓

---

1. Event title: Tomball HS Athl Booster Club Scholarship crawfish boil
2. Sponsoring entity: Tomball HS Athletic Booster Club
3. Is this organization based in Tomball: Yes ✓ No ___
4. Is this organization *non-profit* ✓ or *for-profit* ___ *Attach 501 (c) (3) tax exemption if applicable
5. Contact: Carl Monrad Phone: ___
6. Contact address: 25319 Waterstone Estates Cir E 77375
7. Contact email: carl.monrad@gmail.com
8. Event date: 4/4/19
9. Event times: Start 4pm Finish 8-9p Set-up 9am Breakdown 10pm
10. Is this event for charity? Yes ✓ No ___
11. If yes, what charity? THSABC Scholarship Fund Tax ID 90-0437538
12. If yes, what percentage of net proceeds will be donated to the charity? 100%
13. On-site contact: Carl Monrad Mobile Phone: 713-301-2528
14. Estimated number of attendees: 400-600
15. Detailed site map in attached: Yes ___ No ___
16. Is this event open to the public: Yes ___ No ___
17. Admission fee: $ 10-12 Free ✓ if no food
18. Time at which event staff will begin to arrive: 1pm
19. The applicant will defend and hold harmless the City of Tomball from all claims, demands, actions or causes of action, of whatsoever nature or character, arising out of or by reason of the conduct of the activity authorized by such application including attorney fees and expenses.
    Initial ✓
20. The applicant will provide proof of general liability insurance for the event naming the City of Tomball as additional insured.
    Initial ✓
21. Name of insurance carrier: State Farm (Randy Reeves
22. Organization has secured date with the Public Works Dept. and has paid deposit. pls waive

Signature: ___

FOR OFFICIAL USE - Fee required: Yes ___ No ___ Amount Due: $___

Tomball High School Athletic Booster Club
Crawfish Boil Scholarship Benefit

Time Date 4/4/20 4-8pm

- Promotion : THS websites , Banner, Impact, Potpourri
- Presell ticket sales : $10 (tent) Website and student sales
- Walkup ticket sales $ 12
- Sponsor levels 3500/2000/1000/500
- Crawfish Catering :GoCrawdaddy.com
- Kids/Alternate meal : Grab-n-Go Tacos , Chicken Express

- Wine and Beer : Cisco's Catering (in Pavilion)

- Music : Brick Street Blues Band or Kevin and Brian Black or Shay Doman

- Silent Auction 4-8pm :$25-$500 items – 40-50 items

- Live Auction 7pm : $500 on up – 15 items

- Tents and tables : provided by ServePro / Tomball Rental

Tomball High School Athletic Booster Club is a proud member of the Chamber of Commerce

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:
Approve Resolution No. 2019-46, a Resolution of the City Council of the City of Tomball, Texas, Casting Its Ballot for the Election of a Person to the Board of Directors of the Harris County Appraisal District, and Cast the City's Ballot for Mike Sullivan

Background:
Harris County Appraisal District requested nominations for the two-year term beginning on January 1, 2020. The current representative for the 32 smaller cities and towns in Harris County, other than the City of Houston, on the six-member HCAD Board of Directors is Mike Sullivan, who was elected in 2017.

Mike Sullivan is the only individual nominated for the board position representing cities other than the City of Houston.

Harris County Appraisal District now asks Council to cast its ballot for an individual to fill the position on the Board of Directors of the Harris County Appraisal District representing small cities other than the City of Houston within the Harris County Appraisal District for a two-year term of office commencing on January 1, 2020.

Origination:
Chief Appraiser-HCAD

Recommendation:
City staff makes no recommendation.

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

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Resolution No. 2019-46
Request from HCAD

RESOLUTION NO. 2019-46

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, CASTING ITS BALLOT FOR THE ELECTION OF A PERSON TO THE BOARD OF DIRECTORS OF THE HARRIS COUNTY APPRAISAL DISTRICT

* * * * * * *

WHEREAS, the Chief Appraiser of the Harris County Appraisal District, Harris County, Texas, has delivered to the Mayor of this City the names of those persons duly nominated as candidates to serve in that position on the board of directors of the Harris County Appraisal District, representing and to be filled by the cities other than the City of Houston, participating in said appraisal district; and

WHEREAS, this City deems it appropriate and in the public interest to cast its vote for the candidate of its choice to fill such position; **now, therefore**

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

Section 1. That the facts and recitations set forth in the preamble of this Resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the City of Tomball, Texas, casts its vote and it does hereby cast its vote for **Mike Sullivan** to fill the position on the board of directors of the Harris County Appraisal District, representing and to be filled by the cities, other than the City of Houston, participating in the appraisal district.

Section 3. That the Mayor be, and she is, hereby authorized and directed to deliver or cause to be delivered an executed or certified copy of this Resolution to the Chief Appraiser of the Harris County Appraisal District no later than December 16, 2019.

PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL HELD ON THE 4TH DAY OF NOVEMBER, 2019.

GRETCHEN FAGAN
Mayor

ATTEST:

Doris Speer
City Secretary

CERTIFICATION OF BALLOT
FOR BOARD OF DIRECTORS
HARRIS COUNTY APPRAISAL DISTRICT

I, Gretchen Fagan, Mayor of the City of Tomball, Texas, certify that on the 4th day of November 2019, the City Council of the City of Tomball, Texas did, by Resolution No. 2019-46, cast its ballot for the following nominee to serve as a member of the Board of Directors of the Harris County Appraisal District.

(Place an "X" in the square next to the candidate of Council's choice.)

Mike Sullivan [X]

I further certify that a true and correct copy of the Resolution No. 2019-46 casting such ballot is attached hereto.

WITNESS MY HAND this 4th day of November 2019.

GRETCHEN FAGAN
Mayor

ATTEST:

Doris Speer
City Secretary

I, Doris Speer, City Secretary for the City of Tomball, Texas, do hereby certify that I am the custodian of the records of the City, and that the attached Resolution No. 2019-46, a Resolution of the City Council of the City of Tomball, Texas, Casting Its Ballot for the Election of a Person to the Board of Directors of the Harris County Appraisal District is a true and correct copy from the official records of the City of Tomball, Texas.

Doris Speer
City Secretary

November 4, 2019
Date

Harris County Appraisal District
Interoffice Memorandum

OFFICE OF THE CHIEF APPRAISER

TO: Presiding Officers of Taxing Units
Served by the Harris County Appraisal District

FROM: Roland Altinger, Chief Appraiser

SUBJECT: Election of Board of Directors of the
Harris County Appraisal District

DATE: October 18, 2019

The nomination period for board candidates representing the small cities, school districts, junior college districts and conservation & reclamation districts closed October 15, 2019. The names of all candidates officially nominated to me on or before that date are reflected on the enclosed "Certification of Ballot" forms.

Candidates for contested positions are listed alphabetically on the ballots in the manner required by the Texas Tax Code.

Martina Lemond Dixon, Jennifer Key, Ben Pape, and Dee Anne Thomson are nominees for the position representing school districts other than Houston ISD and the junior college districts.

Mike Sullivan was the only person nominated for the board position representing cities other than the City of Houston.

John Ferro, Bob Milner and Glenn Peters are nominees for the position representing the conservation and reclamation districts.

To assist you in the election procedure, I have enclosed a Certification of Ballot and a suggested form of resolution for casting your vote for the candidate representing your type of taxing unit. ***Ballot forms for all four types of units are enclosed to make you aware of all nominees, even though only taxing units of a particular type may vote in the election applicable to that type of unit.*** The governing body of each taxing unit is entitled to one vote for the candidate of its choice from the names appearing on the appropriate Certification of Ballot. Please note, the

junior college districts vote collectively. Each board of trustees for the respective junior college districts may file a vote by resolution with the chief appraiser, however, the collective vote of the junior college districts will thereafter be cast for the candidate who receives the most votes from among the junior college districts.

Each governing body must cast its vote for one of the nominees, formally adopt a resolution naming the person for whom it votes, and submit a certified copy to the chief appraiser. ***The vote must be by resolution***. The resolution, or a certified copy thereof, together with the completed Certification of Ballot, must be delivered to Roland Altinger, Chief Appraiser, 13013 Northwest Freeway, Houston, Texas 77040, or mailed to P. O. Box 920975, Houston, Texas 77292-0975 ***to arrive before 5:00 p.m. on December 16, 2019***. The outside of the envelope should be marked "Ballot for Board of Directors." Ballots that arrive after that day and time will not be counted. ***Resolutions and Certification of Ballot may be submitted via e-mail to cguerra@hcad.org. However, if they are submitted via e-mail, the original must also be mailed to the address shown above via regular first-class mail.***

Prior to December 20, 2019, the chief appraiser will count the votes, declare the results, and notify the winners, the nominees, and the presiding officers of each taxing unit. A tie vote will be resolved by a method of chance chosen by the chief appraiser.

These procedures do not apply to Harris County, the City of Houston, or the Houston Independent School District. Those units will select their board member by adopting a resolution appointing such member by December 16, 2019, and delivering an original or certified copy to the Office of the Chief Appraiser.

If you have questions about the board selection process, please call me at 713/957-5299.

Attachments

c: HCAD Board Members
Tax Assessors
Attorneys

(For Use by Cities Other Than the City of Houston)

CERTIFICATION OF BALLOT
FOR BOARD OF DIRECTORS
HARRIS COUNTY APPRAISAL DISTRICT

I, _____, certify that on the _____ day of

_____, 2019, the City Council of the City of _____ did by

resolution cast its ballot for the following nominee to serve as a member of the Board of

Directors of the Harris County Appraisal District.

(Place an "X" in the square next to the candidate of your choice.)

Mike Sullivan [ ]

I further certify that a true and correct copy of the resolution casting such ballot is attached hereto.

WITNESS MY HAND this _____ day of _____, 2019.

_____
Mayor

ATTEST:

_____
City Secretary

RESOLUTION NO. _____

A RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF _____
CASTING ITS BALLOT FOR THE ELECTION OF A PERSON
TO THE BOARD OF DIRECTORS OF THE
HARRIS COUNTY APPRAISAL DISTRICT

WHEREAS, the chief appraiser of the Harris County Appraisal District has delivered to the mayor of this city, the names of those persons duly nominated as candidates to serve in that position on the board of directors of the Harris County Appraisal District, representing and to be filled by the cities other than the City of Houston, participating in said appraisal district; and

WHEREAS, this city deems it appropriate and in the public interest to cast its vote for the candidate of its choice to fill such position; now, therefore

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF _____:

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the City of _____ does hereby cast its vote for _____, to fill the position on the board of directors of the Harris County Appraisal District, representing and to be filled by the cities, other than the City of Houston, participating in the appraisal district.

Section 3. That the mayor be, and he or she is hereby, authorized and directed to deliver or cause to be delivered an executed or certified copy of this resolution to the chief appraiser of the Harris County Appraisal District no later than December 16, 2019.

PASSED AND APPROVED this _____ day of _____, 2019.

_____
Mayor

ATTEST:

_____
City Secretary

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:
Presentation of and Consideration to Approve/Adopt the City of Tomball 2020-2023 Strategic Management Plan

Background:
On June 10, 2019, the Tomball City Council conducted a workshop with Consultant Ron Cox to develop a multi-year Strategic Plan. During the workshop, Council and staff reviewed the governance philosphy; 2016 Strategic Plan stratigies; and Identified Issues and Challenges for 2020-2023. On August 27, 2019, Consultant Ron Cox met with staff to set a path for the 2020 Implementation Plan.

The Council instructed the City staff to provide periodic reports which will serve to provide for accountability toward the implementation of the Strategic Plan.

Origination:
Robert Hauck, City Manager

Recommendation:
N/A

Party(ies) responsible for placing this item on agenda:
Doris Speer, City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Presentation

Agenda
Council Final Report
November 4, 2019

- Review Governance Philosophy
- Review 2019 Strategies
- Adopt 2019 Strategic Plan

Governance

Governance is about…

- ✓Effective Leadership
- ✓Meaningful communication
- ✓Understanding roles and fulfilling expectations
- ✓Proactive vision and planning

Ron Cox Consulting
rcox@roncoxconsulting.com
281.543.0042

Governance is about…
Proactive Vision and Planning

- ✓ Vision
- ✓ Mission
- ✓ Values Statement
- ✓ Comprehensive Plan
- ✓ Annual Strategic Plan
- ✓ Annual Budget
- ✓ Annual Audit/Report

Ron Cox Consulting
rcox@roncoxconsulting.com
281.543.0042

Vision

The City Council envisions major players coming together to create the future of Tomball to include:

- A sense of community
- A place to be proud of
- Good mobility
- Pedestrian friendly
- A positive business environment

Vision

A home town feel with excellent:

- Education
- Healthcare
- Churches
- Public Safety - police, fire, EMS
- Utilities / infrastructure / drainage
- Internet / wireless / accessible website
- Public facilities with adaptive re-use of facilities
- Mobility

Vision
(redraft 2019)

The City Council envisions people coming together to create the future of Tomball instilling a sense of community and pride. (Revised 2019)

Mission

5-16-16

The Mission of the City of Tomball is to promote a healthy and safe environment of increasingly higher quality of life for all citizens with sensitivity to the financial burden it may impose.

Core Values
Staff

Professionalism

Integrity

Respect

Define the Characteristics of Effective Leaders

How will we lead?

"The Tomball City Council will lead …"

Ron Cox Consulting
rcox@roncoxconsulting.com
281.543.0042

How will you lead?

- By having a shared vision.
- By creating and following a strategic plan.
- By being predictable.
- By being clear in conveying positions.
- By setting the path so that everything fits together.
- Keeping staff involved – let them make decisions and support the staff.
- Listen, understand and apply.
- Trust – the staff and each other as a council.
- Ask of others – including staff and council.
- Establish policy and direct staff.
- Be professional.
- Be transparent.
- Be advocates for and connected to the citizens.

Ron Cox Consulting
rcox@roncoxconsulting.com
281.543.0042

How will you communicate?

- Listen first.
- Have an open mind – be willing to adjust.
- Honestly.
- Be respectful (even in disagreement).
- Be free to bring up varied topics for discussion.
- Frequently.
- Fearlessly – not in fear of open discussion.

Ron Cox Consulting
rcox@roncoxconsulting.com
281.543.0042

What are your expectations..

Of each other?

- Being “upfront” with everyone – not working behind others backs.
- Based on their individual experiences to be provided the information they need to make good decisions.
- Ask each other “why”?
- Listen to each other.
- Be prepared.
- Do not “rubber stamp” decisions.
- Be aware of the original intent of an original policy. Don’t lose substance of the decisions made in the past.
- Use common sense.

Ron Cox Consulting
rcox@roncoxconsulting.com
281.543.0042

What are your expectations..

Of staff?

- Tell us what we do not know.
- Not put Council "on the spot"
- ~~Get packets to them sooner, if possible.~~
- To be rewarded for doing a wonderful job
- Do not be afraid to provide information.
- Bring full disclosure to their attention.
- Make recommendations for improvements (even if a change is required).
- Be inclusive throughout the ranks.
- Use common sense. (And Council realize that staff using common sense also brings risk to staff if the risk.)
- Treat everyone equally.

Ron Cox Consulting
rcox@roncoxconsulting.com
281.543.0042

What are your expectations..

Staff of Council (as defined by Council)?

- For Council to have trust in their common sense decisions.
- Council apply common sense to their own responses.
- Predictability and stability.
- Support of the staff.
- Consistency.
- Trust in their workmanship.
- Trust Council.
- Follow the chain of command.

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281.543.0042

Agenda
Council Final Report
November 4, 2019

- ✓ Review Governance Philosophy
- Review 2019 Strategies
- Adopt 2019 Strategic Plan

Strategic Plan-Focus Areas

- **Community Life**
  - **Guiding Principle**: Expand and improve the City's quality infrastructure, facilities and public services to meet current and future needs.
- **Connecting Tomball**
  - **Guiding Principle**: Improvement of multimodal accessibility and public information to the citizens of Tomball.
- **Organizational and Operational Effectiveness**
  - **Guiding Principle:** Maintain and enhance a highly efficient, service-oriented culture within the City of Tomball

Strategic Plan-Focus Areas

- ~~**Financial Sustainability**~~ **Roll into Organizational Effectiveness**
  - ~~**Guiding Principle**: Ensure the City's revenue stream is sufficient to sustain the operation and future needs.~~
- **Building Our Economy**
  - **Guiding Principle**: Implement economic development strategies to increase revenues to the City, diversify the tax base, create quality employment and housing opportunities, grow local businesses, and maximize the community's economic assets.

Community Life

Expand and improve the City's quality infrastructure, facilities and public services to meet current and future needs.

Community Life

- ~~Way finding – Continue discussions on use of TxDOT ROW for directional way finding signage. – not successful~~
- Continue beautification improvements in targeted areas including
  - Four corners - ongoing
  - Traffic Signal improvements throughout the city – ongoing
  - Continue wayfinding discussions with TxDOT (moved)
- Develop a long term plan for the development of the park and recreation programs. - ongoing
  - Stovall Ball Park
  - Expansion of Community Center facilities
  - TISD programming partnerships for youth
  - Study, make recommendations on the creation of a Parks and Recreation Department.
  - Continue to explore grant opportunities for parks
  - Develop a Martin Park feasibility study
  - Establish programming for youth programs
  - Develop Theis Attaway Nature Center Master Plan

Community Life

- ✓ ~~Review and implement policy for code compliance for sidewalk improvements and repairs.~~ - Victory
- Continue to meet annually with all Boards and Commissions annually to convey the Strategic Plan and their role in its implementation. - ongoing
- ✓ Update the Comprehensive Plan – Victory
- ~~Review, revise as necessary and continue to~~ Continue to implement the Livable Centers Plan. - ongoing
- Continue implementation of Comp Plan, including enhancements to Old Town Tomball.
  - Study potential use of downtown alleyways as pedestrian walkways - ongoing
- ~~Development of utilities (west FM 2978 from FM 2920~~) – Reword: Continue expansion of utilities to systemwide enhancements; existing underserved areas; and future development areas – ongoing

Community Life

- Review and prepare for surface water conversion requirements.

✓ ~~Study need for an expanded Visitors' Center.~~ - Victory

Community Life

- Establish implementation plans for
  - City facilities and city staffing level assessments
  - Water and wastewater improvements
  - Drainage improvements
    - Prevention of unintended storm water flow from the City's drainage system into private detention facilities.
    - Implement drainage infrastructure improvement ongoing
- Continue to enhance public safety as the community grows ongoing
- Develop a plan to support the Spring Creek County Historical Museum.
- Develop a plan to support the Railroad Museum.
- Establish a plan to assist in upgrades and enhancements to the Information Center.

Connecting Tomball

Improvement of multimodal accessibility and public information for the citizens ~~to the City and~~ within Tomball.

Connecting Tomball

- Focus on improving the standards and connectedness of "Uptown" corridors. ~~including FM 2920 (outside the downtown corridor), Highway 249, and Business Highway 249~~. – ~~Victory~~ Ongoing
- ~~✓ Prepare a Downtown Parking Plan that accommodates the increasing traffic in downtown and accommodates the loss of on-street parking on Main Street (FM 2920).~~ - Victory
- Continue the development of East/West Corridors including sidewalks and trails. - ongoing
- ~~Continue to pursue~~ Implement the H-GAC grant award for road improvements on FM 2920. – ~~Victory~~ Ongoing
- ~~✓ Continue development of sidewalk networks~~ Victory

Connecting Tomball

- ~~Update the Major Thoroughfare Plan~~. – Victory (incorporated into ongoing operations)
- ~~Continue to work with outside agencies regarding roadway improvements in/around Tomball~~ – Victory (incorporated into ongoing operations)
- ~~Study short/long term initiatives - Victory~~
  - ~~Develop priorities from City perspective for County roads including potential city costs for any associated work on those roads.~~
  - ~~Meet with Harris County on conditions of County maintained roads in the immediate area.~~
- Study feasibility of establishing a city-wide transportation circulator system
- Enhance and improve messaging utilizing social and other media available.
  - Include financial information and reporting.
  - Add links to Utility bills for the electric cooperative program.
  - Youth intern opportunities in the community.

Organizational and Operational Effectiveness

~~Create~~ Maintain and enhance a highly efficient, service-oriented culture within the City of Tomball.

Organizational and Operational Effectiveness

- Establish Tomball Citizens Academy to provide an understanding of the city's operations - ongoing
  - To encourage volunteer participation
  - To establish a venue for learning more about Tomball City government.
- ✓ ~~Establish a "All Hands on Deck" night for Police Department and other departments to visit and connect with Tomball neighborhoods on selected evenings~~. – Victory (included in PD operations)
- Continue improvements on customer service issues and continuous process improvements ~~Victory~~ Ongoing
  - Enhance Quality of Service audits to citizens.
  - Conduct "How are we doing?" surveys periodically.

~~Financial Sustainability~~

Ensure the City's revenue stream is sufficient to sustain the operation and future needs.

Move these strategies to Organizational and Operational Effectiveness

~~Financial Sustainability~~

~~Organizational and Operational Effectiveness~~

- ✓ ~~Prepare a Five-Year Financial Management Plan to include – Victory (should be updated periodically)~~
  - ~~Projections on growth of revenues.~~
  - ~~Projections on growth of services.~~
  - ~~Include development of an annexation plan~~
    - ~~Identify potential areas for annexation.~~
    - ~~Projections on costs-benefit of annexation~~
- ✓ ~~Prepare a comprehensive Utility Rate Study that takes into account needed capital improvements and any adjustments to rates to finance operations, projects and improvements. – Victory (should be updated periodically)~~
- ✓ ~~Develop an education program on the successes and stability of the financial management system of the City. – Victory~~

~~Financial Sustainability~~

Organizational and Operational Effectiveness

- Focus on technology and other improvements that will stabilize and/or reduce overall costs of operations. - ongoing
- ✓ ~~Review and make recommendation on acquiring a professional grant writer. –~~ not pursued
- Continue to enhance financial transparency - ongoing
- Continue to update administrative and financial policies - ongoing
- ✓ ~~Provide educational information and training to Council on TIRZ and Municipal Management Districts options for downtown development and improvements~~. – Victory
- Establish succession planning process to include organizational leadership development and involvement at all levels.
- Ensure cost of administration of Public Improvement Districts (PIDs) are recovered from the District users.
- Establish a contingency plan to continue operations in the event of a downturn in the economy producing a downturn in revenues.

Building Our Economy

Implement economic development strategies to increase revenues to the City, diversify the tax base, create an environment for quality employment and housing opportunities, grow local businesses, and maximize the community's economic assets.

Building Our Economy

- ✓ ~~Prepare an Annexation Plan. Continue to invest in infrastructure improvements to underserved areas of the City~~. – (superseded by State Legislature)
- Continue to invest in infrastructure improvements for ~~the Business Park~~ business development. – ~~Victory~~ Ongoing
- Continue to partnership with hotel and tourism industry on joint marketing to promote growth Victory
- ✓ ~~Study short/long term initiatives - Victory~~
  - ✓ ~~Review and determine remedies for removing or adjusting to oil & gas surface control rights.~~
  - ✓ ~~Bring the Downtown Specific Plan to the Council for review and determination of whether to implement.~~
- Work with Tomball EDC as a partner in economic development and strategic planning.

Building Our Economy

- Study the feasibility for a policy for assessing HOT tax on short term rental properties.
- Seek out opportunities for encouraging young families to locate and/or relocate into Tomball.
  - Expansion of trails and sidewalk systems.
  - Encourage a wide variety of housing options.
  - Providing indoor activities for youth.
  - Providing and updating amenities popular with young families (workout stations on trails, etc.)
  - G-Gauge train
  - Kid-fishing

Agenda
Council Final Report
November 4, 2019

- ✓ Review Governance Philosophy
- ✓ Review 2019 Strategies
- Adopt 2019 Strategic Plan

2019
Planning Calendar

- ✓ Executive Staff Conference – January 3, 2019
- ✓ Staff Planning Session – March 18, 2019
- ✓ Council/Staff Planning Session – June 10, 2019
- ✓ Staff Follow up - August 27, 2019
- ✓ Final Council Report – November 4, 2019

Agenda
Council Final Report
November 4, 2019

- ✓ Review Governance Philosophy
- ✓ Review 2019 Strategies
- ✓ Adopt 2019 Strategic Plan

Thank you for your time and work

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:

Approve Mutual Termination of Land Lease and Museum Development Agreement between the City of Tomball and Gulf Coast Chapter – National Railway Historical Society, Inc., and Authorize the City Manager to Execute the Agreement

Background:

In order to proceed with a revised agreement between the City of Tomball and the Texas Railroad Heritage Museum, the current agreement between the City and the Gulf Coast Chapter - National Railway Historical Society, Inc. must be terminated.

Attached is a Mutual Termination agreement for Council consideration and approval.

Origination:

Recommendation:

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

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Mutual Termination of Land Lease and Museum Development Agreement

MUTUAL TERMINATION OF LAND LEASE AND
MUSEUM DEVELOPMENT AGREEMENT

This Mutual Termination Agreement (hereinafter referred to as the "Termination Agreement" is made and entered into by and between The City of Tomball (hereinafter referred to as "Tomball") and Gulf Coast Chapter – National Railway Historical Society, Inc. (hereinafter the "Chapter").

WHEREAS, Tomball and the Chapter entered into land lease and museum development agreement dated July 10, 2015 (the "Land Lease"), to establish a regional railroad museum for the education and entertainment of the citizens and visitors to Tomball.

WHEREAS, Tomball and the Chapter desire to terminate the Land Lease .

NOW THEREFORE, in consideration of the mutual promises contained in this Termination Agreement and for other good, valuable and binding consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, agree to the following:

Section 1. All matters stated above in the preamble are found to be true and correct and are incorporated herein by reference as if copied in their entirety.

Section 2. Termination of Land Lease and Museum Development Agreement. The Land Lease is terminated effective immediately upon execution of this Termination Agreement.

IN WITNESS WHEREOF, this Agreement has been executed by the undersigned as of the date indicated.

CITY OF TOMBALL, TEXAS

_____ _____
Robert S. Hauck, City Manager Date

ATTEST:

_____ _____
Doris Speer, City Secretary Date

GULF COAST CHAPTER, NATIONAL RAILWAY HISTORICAL SOCIETY, INC.

_____ _____
James R. Goldmeyer, President Date

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:

Approve a Joint Participation Interlocal Agreement with Harris County for the Design of the Site Drainage and Grade Plan of the Texas Railroading Heritage Museum

Background:

Harris County has been requested to assist in the development and construction of the Texas Railroading Heritage Museum. The County will provide engineering services and related support services necessary to prepare plans, specifications, and estimates for the construction of the project. Upon completion of the plans and specifications, the County will submit to the City for review, comment and approval. Once the City approves the plans and specifications the County will provide the completed design to the City and or Texas Railroading Heritage Museum for implementation. The City will only be responsible for obtaining all necessary permits and jurisdictional approvals for the construction of the project. The County's commitment to the design of the project is 100% and not to exceed $65,000.

Origination:

Administration

Recommendation:

Approve

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

David Esquivel

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Joint Participation ILA

JOINT PARTICIPATION INTERLOCAL AGREEMENT

This Joint Participation Interlocal Agreement ("Agreement") is entered into by and between **Harris County** ("County") and **City of Tomball** ("City") pursuant to the Interlocal Cooperation Act, Tex. Gov't Code Ch. 791.001, *et seq*. County and City may each be referred to herein individually as a "Party" or collectively as the ("Parties").

RECITALS

WHEREAS, it is of mutual benefit to both Parties to construct improvements to drainage facilities in and around the Texas Railroading Heritage Museum of which improvements include improving the drainage and providing a site grading plan for a tract of property owned by the City of Tomball at 0 Florence Street, Tomball, TX 77375, HCAD # 1395720010001 ("Project") and for the adjacent City of Tomball unimproved road right of way for South Elm Street between Fannin Street and McPhail Street;

WHEREAS, both Parties desire to cooperate in accordance with the terms of this Agreement to jointly accomplish preparation of a site grading and drainage plan for the construction of the Project; and

WHEREAS, both Parties agree that all funds used under this Agreement shall be from current fiscal funds.

WHEREAS, the Harris County Commissioners Court finds that there is a public purpose for the construction of the Project.

NOW THEREFORE, in consideration of the mutual promises, obligations, and benefits herein set forth, the Parties agree as follows:

TERMS

Section 1. Responsibilities of the Parties

A. County's Responsibilities

(i) The County will provide or cause to be provided, engineering services and related support services necessary to prepare plans, specifications, and estimates ("PS&E") for the construction of the Project.

(ii) Upon completion of the PS&E the County will submit the PS&E to the City for review and approval.

(iii) Upon approval by the City of the PS&E, the County will transmit the PS&E to the City for implementation.

B. City's Responsibilities

(i) City will review the PS&E provided by the County and provide its approval within ten (10) business days. Should the City desire to make changes to such PS&E, the Parties agree to

meet and resolve all issues within ten (10) business days of the City's receipt of the PS&E in order to finalize an agreed upon PS&E for the Project. If the City does not provide a response on the PS&E provided by the County within ten (10) business days from its receipt of the PS&E, then the PS&E submitted to the City by the County will be deemed approved.

(ii) The City shall be responsible for obtaining all necessary permits and jurisdictional approvals for construction of the project.

Section 2. Funding of the Project

Notwithstanding any provision in this Agreement to the contrary, the County agrees to provide (100%) of the engineering cost, up to an amount not to exceed $65,000.00, necessary for preparation of the site grading and drainage plan for the construction of the Project.

Section 3. Term and Termination

A. This Agreement shall commence upon final execution by all the Parties (the "Effective Date") and shall remain in full force and effect until the completion of approved PS&E for the Project ("Term").

B. This Agreement may be terminated by at any time by mutual written consent of the Parties, or as otherwise provided under this Agreement.

Section 4. Limitation of Appropriation

A. City understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that the County is not currently appropriating any funds for the Project. County may appropriate funds to complete the Project, but such funds shall not under any conditions, circumstances, or interpretations thereof exceed the sum certified available by the Harris County Auditor.

B. City understands and agrees, said understanding and agreement also being of the absolute essence of this Agreement, that failure of the Harris County Auditor to certify funds or to certify sufficient funding for any reason shall not be considered a breach of this Agreement.

Section 5. Miscellaneous

A. Non-Assignability. The County and the City bind themselves and their successors, executors, administrators, and assigns to the other Party of this Agreement and to the successors, executors, administrators, and assigns of such other Party, in respect to all covenants of this Agreement. Neither the County nor the City shall assign, sublet, or transfer its interest in this Agreement without the prior written consent of the other Party

B. Notice. Any notice required to be given under this Agreement ("Notice") shall be in writing and shall be duly served when it shall have been (a) personally delivered to the address below, (b) deposited, enclosed in a wrapper with the proper postage prepaid thereon, and duly registered or certified, return receipt requested, in a United States Post Office, addressed to County or the City at the following addresses:

City: City of Tomball
401 Market Street
Tomball, Texas 77375
Attention: Rob Hauck, City Manager
Email: rhauck@tomballtx.gov

County: Harris County Engineering Department
1001 Preston Avenue, 7th Floor
Houston, Texas 77002-1893
Attention: Chief Utility Coordinator
Email: Chris.Saldana@eng.hctx.net

Any Notice given by mail hereunder is deemed given upon deposit in the United States Mail and any Notice delivered in person shall be effective upon receipt.

Each Party shall have the right to change its respective address by giving at least fifteen (15) days' written notice of such change to the other Party.

Other communications, except for Notices required under this Agreement, may be sent by electronic means or in the same manner as Notices described herein.

C. Independent Parties. It is expressly understood and agreed by the Parties that nothing contained in this Agreement shall be construed to constitute or create a joint venture, partnership, association or other affiliation or like relationship between the Parties, it being specifically agreed that their relationship is and shall remain that of independent parties to a contractual relationship as set forth in this Agreement. The County is an independent contractor and neither it, nor its employees or agents shall be considered to be an employee, agent, partner, or representative of the City for any purpose. The City, nor its employees, officers, or agents shall be considered to be employees, agents, partners or representatives of the County for any purposes. Neither Party has the authority to bind the other Party.

D. No Third Party Beneficiaries. This Agreement shall be for the sole and exclusive benefit of the Parties and their legal successors and assigns. The County is not obligated or liable to any party other than the City for the performance of this Agreement. Nothing in the Agreement is intended or shall be deemed or construed to create any additional rights or remedies upon any third party. Further, nothing contained in the Agreement shall be construed to or operate in any manner whatsoever to confer or create rights or remedies upon any third party, increase the rights or remedies of any third party, or the duties or responsibilities of County with respect to any third party.

E. Waiver of Breach. No waiver or waivers of any breach or default (or any breaches or defaults) by either Party hereto of any term, covenant, condition, or liability hereunder, or the performance by either Party of any obligation hereunder, shall be deemed or construed to be a waiver of subsequent breaches or defaults of any kind, under any circumstances.

F. No Personal Liability; No Waiver of Immunity.

(1) Nothing in the Agreement is construed as creating any personal liability on the part of any officer, director, employee, or agent of any public body that may be a Party to the Agreement, and the Parties expressly agree that the execution of the Agreement does not create any personal liability on the part of any officer, director, employee, or agent of the County.

(2) The Parties agree that no provision of this Agreement extends the County's liability beyond the liability provided in the Texas Constitution and the laws of the State of Texas.

(3) Neither the execution of this Agreement nor any other conduct of either Party relating to this Agreement shall be considered a waiver by the County of any right, defense, or immunity on behalf of itself, its employees or agents under the Texas Constitution or the laws of the State of Texas.

G. Applicable Law and Venue. This Agreement shall be governed by the laws of the State of Texas and the forum for any action under or related to the Agreement is exclusively in a state or federal court of competent jurisdiction in Texas. The exclusive venue for any action under or related to the Agreement is in a state or federal court of competent jurisdiction in Houston, Harris County, Texas.

H. No Binding Arbitration; Right to Jury Trial. The County does not agree to binding arbitration, nor does the County waive its right to a jury trial.

I. Contract Construction.

(1) This Agreement shall not be construed against or in favor of any Party hereto based upon the fact that the Party did or did not author this Agreement.

(2) The headings in this Agreement are for convenience or reference only and shall not control or affect the meaning or construction of this Agreement.

(3) When terms are used in the singular or plural, the meaning shall apply to both.

(4) When either the male or female gender is used, the meaning shall apply to both.

J. Recitals. The recitals set forth in this Agreement are, by this reference, incorporated into and deemed a part of this Agreement.

K. Entire Agreement; Modifications. This Agreement contains the entire agreement between the Parties relating to the rights herein granted and the obligations herein assumed. This Agreement supersedes and replaces any prior agreement between the Parties pertaining to the rights granted and the obligations assumed herein. This Agreement shall be subject to change or modification only by a subsequent written modification approved and signed by the governing bodies of each Party.

L. Severability. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person, entity, or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons, entities, or circumstances shall not be affected thereby.

M. Survival of Terms. Any provision of this Agreement that, by its plain meaning, is intended to survive the expiration or earlier termination of this Agreement shall survive such expiration or earlier termination. If an ambiguity exists as to survival, the provision shall be deemed to survive.

N. Multiple Counterparts/Execution. This Agreement may be executed in several counterparts. Each counterpart is deemed an original and all counterparts together constitute one and the same instrument. In addition, each Party warrants that the undersigned is a duly authorized representative with the power to execute the Agreement.

O. Warranty. By execution of this Agreement, the City warrants that the duties accorded to the City in this Agreement are within the powers and authority of the City.

HARRIS COUNTY

By:_____
Lina Hidalgo
County Judge

APPROVED AS TO FORM:

VINCE RYAN
County Attorney

By:_____
DeAnne A. Lin
Assistant County Attorney
CAO File No.: 19GEN1569

CITY OF TOMBALL

By:_____
Gretchen Fagan
Mayor

ATTEST

By:_____
Secretary

ORDER OF COMMISSIONERS COURT

The Commissioners Court of Harris County, Texas, met in regular session at its regular term at the Harris County Administration Building in the County of Houston, Texas, on _____, with all members present except _____.

A quorum was present. Among other business, the following was transacted:

ORDER AUTHORIZING EXECUTION OF A JOINT PARTICIPATION INTERLOCAL AGREEMENT BETWEEN HARRIS COUNTY AND CITY OF TOMALL TO CONSTRUCT DRAINAGE IMPROVEMENTS AND PROVIDE A SITE GRADING PLAN FOR A TRACT OF PROPERTY OWNED BY THE CITY OF TOMBALL AT 0 FLORENCE STREET, TOMBALL, TX 77375, HCAD # 1395720010001 AND FOR THE ADJACENT CITY OF TOMBALL UNIMPROVED ROAD RIGHT OF WAY FOR SOUTH ELM STREET BETWEEN FANNIN STREET AND MCPHAIL STREET IN HARRIS COUNTY PRECINCT 4

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:

	Yes	No	Abstain
Judge Lina Hidalgo	☐	☐	☐
Comm. Rodney Ellis	☐	☐	☐
Comm. Adrian Garcia	☐	☐	☐
Comm. Steve Radack	☐	☐	☐
Comm. R. Jack Cagle	☐	☐	☐

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 thus adopted follows:

IT IS ORDERED THAT:

1. The Harris County Judge is authorized to execute on behalf of Harris County the attached Joint Participation Interlocal Agreement between Harris County and City of Tomball to construct drainage improvements and provide a site grading plan for a tract of property owned by the City of Tomball at 0 Florence Street, Tomball, TX 77375, HCAD # 1395720010001 and for the adjacent City of Tomball unimproved road right of way for South Elm Street between Fannin Street and McPhail Street in Harris County Precinct 4.

2. All Harris County officials and employees are authorized to do any and all things necessary or convenient to accomplish the purposes of this order.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:

Conduct Public Hearing for the Purpose of Considering the Following Annexation: *Being an 0.8684-Acre (37,827 Square Feet) Tract of Land Out of and Part of Tomball Outlot 477, According to the Map or Plat Thereof Recorded in Volume 2, Page 65 of the Harris County Map Records, in the Jesse Pruett Survey, Abstract No. 629, Harris County, Texas, said 0.8684-Acre Tract Being all of that certain 1.00-Acre Tract Described in Deed Recorded under Harris County Clerk's File No. 20100242691, Save and Except a 0.1423-Acre Tract Called Parcel 10 for the Widening of Huffsmith-Kohrville Road Right-of-Way* (22526 Hufsmith-Kohrville)

Background:

Following the passage of HB 347, Chapter 43, Subchapter C-3, of the Local Government Code now requires a single public hearing to annex an area if petitioned by the landowner. The first reading of the ordinance to annex the area may immediately follow the public hearing.

Council approved Resolution No. 2019-28, to begin the annexation process, on October 7, 2019.

Written notice was provided to the area school districts and public entities, as required and proper publication was made in the official newspaper and the City's website.

The second reading of the ordinance will be presented to Council at the regular Council meeting on November 18, 2019.

Origination:

Pedro Salazar, Fina's Property Investments, LLC

Recommendation:

N/A

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

City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Notice of Public Hearing - 22526 Hufsmith-Kohrville
Map - 22526 Hufsmith-Kohrville
Site Plan - 22526 Hufsmith-Kohrville

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL, TEXAS

MONDAY, NOVEMBER 4, 2019
6:00 P.M.

Notice is hereby given that a PUBLIC HEARING will be held by the Tomball City Council, as the Governing Body of the City of Tomball, at a Regular Council Meeting on Monday, November 4, 2019 at 6:00 p.m., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following Annexation:

METES AND BOUNDS DESCRIPTION
0.8684 ACRES OF LAND IN THE
JESSE PRUETT SURVEY, ABSTRACT NO. 629
22526 HUFSMITH-KOHRVILLE ROAD, HARRIS COUNTY, TEXAS

Being a 0.8684 acre (37,827 square feet) tract of land out of and part of TOMBALL OUTLOT 477, according to the map or plat thereof recorded in Volume 2, Page 65 of the Harris County Map Records, in the Jesse Pruett Survey, Abstract No. 629, Harris County, Texas, said 0.8684 acre tract being all of that certain 1.00 acre tract described in deed recorded under Harris County Clerk's File No. 20100242691, save and except a 0.1423 acre tract called Parcel 10 for the widening of Huffsmith-Kohrville Road right-of-way, said 0.8684 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the north right-of-way line of Mahaffey Road, 60 feet wide, marking the southeast corner of said 1.00 acre tract and the herein described tract;

THENCE S 87 deg. 32 min. 49 sec. W, 102.81 feet along the north right-of-way line of said Mahaffey Road and south line of said 1.00 acre tract to a 5/8 inch iron rod found at the most easterly corner of said 0.1423 acre tract, and most southerly corner of the herein described tract;

THENCE N 47 deg. 40 min. 31 sec. W, 19.26 feet along a right-of-way cutback, and east line of said 0.1423 acre tract to a 5/8 inch iron rod found at an angle point of said 0.1423 acre tract, in the east line of said Huffsmith-Kohrville Road (varying width right-of-way), and boundary of the herein described tract;

THENCE N l0 deg. 20 min. 26 sec. W, 11.06 feet along the east line of said 0.1423 acre tract and east right-of-way line of said Huffsmith-Kohrville Road to a 5/8 inch iron rod found at an angle point of said 0.1423 acre tract and east right-of-way line of said Huffsmith-Kohrville Road and the boundary of the herein described tract;

THENCE N 02 deg. 53 min. 51 sec. W, 90.48 feet along the east line of said 0.1423 acre tract and east right-of-way line of said Huffsmith-Kohrville Road to a 5/8 inch iron rod found at the point of beginning of a curve to the right, having a radius of 1950.00 feet;

THENCE in a northerly direction along said 1950.00 feet radius curve to the right through a central angle of 02 deg. 00 min. 00 sec., an arc distance of 68.07 feet (chord = N 01 deg. 53 min. 51 sec. W, 8.06 feet) to a 5/8 inch iron rod found at a point of tangency;

THENCE N 00 deg. 53 min. 51 sec. W, 123.66 feet along the east line of said 0.1423 acre tract and east right-of-way line of said Huffsmith-Kohrville Road to a 5/8 inch iron rod found in the north line of said 1.00 acre tract, marking the northeast corner of said 0.1423 acre tract and northwest corner of the herein described tract;

THENCE N 87 deg. 12 min. 43 sec. E, 126.71 feet along the north line of said 1.00 acre tract and the herein described tract to a 5/8 inch iron rod found at the northeast comer of said 1.00 acre tract and the herein described tract;

THENCE S 00 deg. 12 min. 48 sec. E, 307.65 feet along the east line of said 1.00 acre tract and the herein described tract to the POINT OF BEGINNING, and containing 0.8684 acre (37,827 square feet) of land.

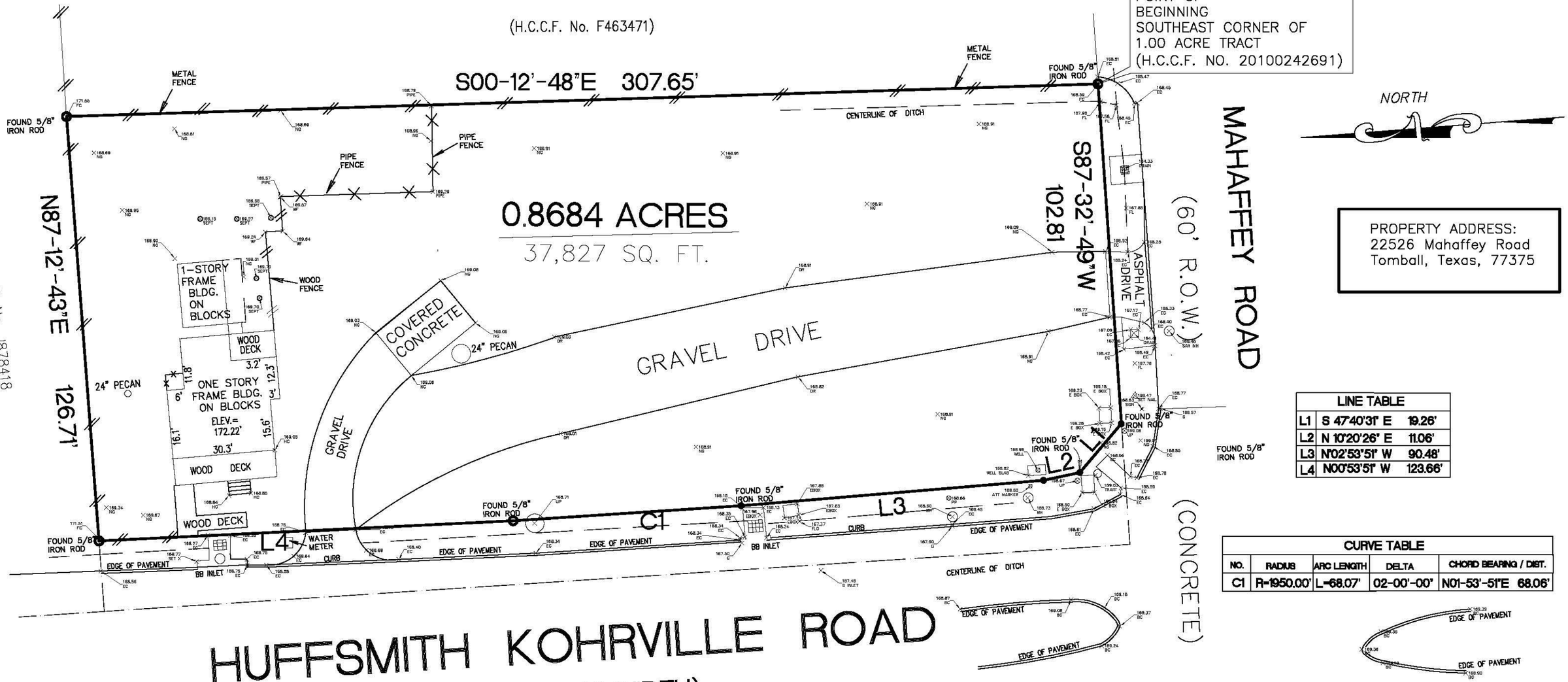
Persons interested in the above-proposed Annexation will be given an opportunity to be heard. Legal descriptions and maps of said property are available for inspection at the office of the City Secretary, 401 Market Street, Tomball, Texas.

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 8th day of October 2019 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer
Doris Speer
City Secretary, TRMC, MMC

This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's office at (281) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY BE VIEWED ONLINE AT www.ci.tomball.tx.us.



PROPERTY ADDRESS:
22526 Mahaffey Road
Tomball, Texas, 77375

LINE TABLE		
L1	S 47°40'31" E	19.26'
L2	N 10°20'26" E	11.06'
L3	N°02'53"51" W	90.48'
L4	N00°53'51" W	123.66'

CURVE TABLE				
NO.	RADIUS	ARC LENGTH	DELTA	CHORD BEARING / DIST.
C1	R=1950.00'	L=68.07'	02-00'-00"	N01-53'-51"E 68.06'

NOTES:
1. This Topographic survey was based on a survey done by Alignment sheet done by LJA Engineers. Bearings based on State Plane Coordinates.
2. Elevations shown hereon are based on RM #120195, Elev.= 178.27' , NAVD 1988, 2001 ADJ.
3. EBOX = ELECTRICAL BOX
4. EC = EDGE OF CONCRETE
5. NG = NATURAL GROUND
6. BC= BACK OF CURB
7. UP = UTILITY POLE
8. SAN= SANITARY
9. MH = MANHOLE
10. SEP = SEPTIC
11. WF = WOOD FENCE
12. G = GUTTER
13. Metes and Bounds description included with this survey.

BOUNDARY AND TOPOGRAPHIC SURVEY OF A 0.8684 Acre Tract of Land (37,827 SQ. FT.) out of TOMBALL OUTLOT FOUR HUNDRED SEVENTY-SEVEN (477), in the Jesse Pruett Survey, A-629, Harris County, Texas, as recorded in Volume 2, Page 65, of the Harris County Map Records, Being Part of that certain 1.00 acre tract of land recorded under H.C.C.F. No. 20100242691.

Scale: 1" =30'

STATE OF TEXAS REGISTERED THOMAS G. ROBINSON 1874 PROFESSIONAL LAND SURVEYOR

I, Thomas G. Robinson, certify that this survey was performed under my supervision on May 28, 2019; that there were no encroachments except as shown; that this survey conforms to T.S.P.S. Standards for a Category 1a, Condition III Survey; and that subject property is NOT in the 100 Year Flood Plain, and isin Zone "X" on F.I.R.M. Map # 48201C 0230 L dated June 18, 2007. This certifies only to easements and building lines shown on the recorded subdivision plat .

Thomas G. Robinson

THOMAS G. ROBINSON, R.P.L.S. #1874

pedro mahaffey 2

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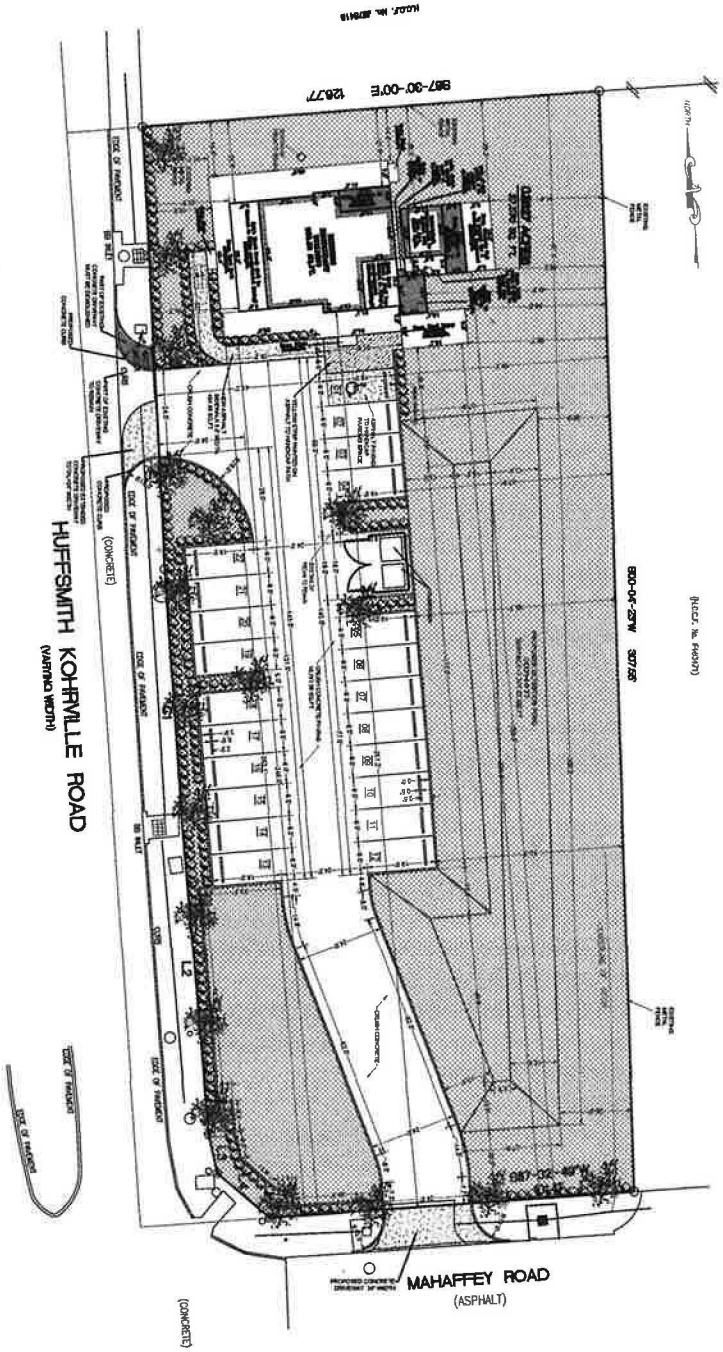


PROPOSED SITE PLAN

SCALE: 1" = 100'-0"

P.E.M.Enterprises, Inc.
12902 HAYNES RD.
HOUSTON, TX. 77066

A PROJECT LOCATED AT
22526 HUFFSMITH KOHRVILLE ROAD
TOMBALL, TX. 77375

DATE: 09/09/2015

SITE PLAN

SHEET No: SP2.0

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:

Adopt, on First Reading, Ordinance No. 2019-28, an Ordinance of the City of Tomball, Texas, Extending the City Limits of Said City to Include All of the Territory Within Certain Limits and Boundaries and Annexing to the City of Tomball All of the Territory Within Such Limits And Boundaries; Approving a Service Plan for All of the Area Within Such Limits and Boundaries; Containing Other Provisions Relating to the Subject; and Providing a Savings and Severability Clause *(Being an 0.8684-Acre (37,827 Square Feet) Tract of Land Out of and Part of Tomball Outlot 477, According to the Map or Plat Thereof Recorded in Volume 2, Page 65 of the Harris County Map Records, in the Jesse Pruett Survey, Abstract No. 629, Harris County, Texas, Said 0.8684-Acre Tract Being All of That Certain 1.00-Acre Tract Described in Deed Recorded under Harris County Clerk's File No. 20100242691, Save and Except a 0.1423-Acre Tract Called Parcel 10 for the Widening of Huffsmith-Kohrville Road Right-of-Way – 22526 Hufsmith-Kohrville)*

Background:

The required public hearing for this annexation, petitioned by the landowner, has been held and the required notices and publications have been completed.

The second reading of the ordinance will be presented to Council at the regular Council meeting on November 18, 2019.

Origination:

Pedro Salazar, Fina's Property Investments, LLC

Recommendation:

Adopt Ordinance No. 2019-28 on First Reading.

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

City Secretary

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Ordinance No. 2019-28
Plat - 22526 Hufsmith-Kohrville
Site Plan - 22526 Hufsmith-Kohrville

ORDINANCE NO. 2019-28

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, EXTENDING THE CITY LIMITS OF SAID CITY TO INCLUDE ALL OF THE TERRITORY WITHIN CERTAIN LIMITS AND BOUNDARIES AND ANNEXING TO THE CITY OF TOMBALL ALL OF THE TERRITORY WITHIN SUCH LIMITS AND BOUNDARIES; APPROVING A SERVICE PLAN FOR ALL OF THE AREA WITHIN SUCH LIMITS AND BOUNDARIES; CONTAINING OTHER PROVISIONS RELATING TO THE SUBJECT; AND PROVIDING A SAVINGS AND SEVERABILITY CLAUSE ***(BEING AN 0.8684-ACRE (37,827 SQUARE FEET) TRACT OF LAND OUT OF AND PART OF TOMBALL OUTLOT 477, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 2, PAGE 65 OF THE HARRIS COUNTY MAP RECORDS, IN THE JESSE PRUETT SURVEY, ABSTRACT NO. 629, HARRIS COUNTY, TEXAS, SAID 0.8684-ACRE TRACT BEING ALL OF THAT CERTAIN 1.00-ACRE TRACT DESCRIBED IN DEED RECORDED UNDER HARRIS COUNTY CLERK'S FILE NO. 20100242691, SAVE AND EXCEPT A 0.1423-ACRE TRACT CALLED PARCEL 10 FOR THE WIDENING OF HUFFSMITH-KOHRVILLE ROAD RIGHT-OF-WAY – 22526 HUFSMITH-KOHRVILLE)***

* * * * * * * * * *

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

Section 1. The boundaries and limits of the City of Tomball, Texas, are hereby extended to embrace and include all of the territory described in **Exhibit "A"** attached hereto and made a part hereof and such territory hereby annexed to and made a part of the city.

Section 2. The plan for extension of municipal services into the territory annexed to the City of Tomball by the provisions of this ordinance is set forth in the "Municipal Service Plan" attached hereto as **Exhibit "B"** and made a part hereof for all purposes. Such Municipal Service Plan is hereby approved.

Section 3. If any section or part of this Ordinance be held unconstitutional, illegal, or invalid, or the application thereof ineffective or inapplicable as to any territory, such unconstitutionality, illegality, invalidity, or ineffectiveness of such section or part shall in no

wise affect, impair, or invalidate the remaining portion or portions thereof, but as to such remaining portion or portions, the same shall be and remain in full force and effect; and should this Ordinance for any reason be ineffective as to any part of the territory hereby annexed to the City of Tomball, such ineffectiveness of this Ordinance as to any such part or parts of any such territory shall not affect the effectiveness of this ordinance as to all of the remainder of such territory or area, and the City Council hereby declares it to be its purpose to annex to the City of Tomball every part of the territory described in Section 1 of this ordinance, regardless of whether any other part of such described territory is hereby effectively annexed to the City. Provided, further, that if there is included in the general description of territory set out in Section 1 of this Ordinance to be hereby annexed to the City of Tomball any territory which is already a part of and included within the general limits of the City of Tomball, or which is presently part of and included in the limits or extraterritorial jurisdiction of any other city, town, or village, or which is not within the City of Tomball's jurisdiction to annex, the same is hereby excluded and excepted from the territory to be annexed hereby as fully as if such excluded and excepted territory were especially and specifically described herein.

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

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 4TH DAY OF NOVEMBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 18TH DAY OF NOVEMBER 2019. .

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

_____
GRETCHEN FAGAN, Mayor

ATTEST:

_____
DORIS SPEER, City Secretary

Exhibit "A" – Page 1

ROBINSON SURVEYING INC.
P. O. BOX 11925
SPRING, TEXAS, 77391

Fieldnotes for a survey of a 0.8684 acre (37,827 square feet) tract of land out of and part of TOMBALL OUTLOT 477, according to the map or plat thereof recorded in Volume 2, Page 65 of the Harris County Map Records, in the Jesse Pruett Survey, Abstract No. 629, Harris County, Texas, said 0.8684 acre tract being all of that certain 1.00 acre tract described in deed recorded under Harris County Clerk's File No. 20100242691, save and except a 0.1423 acre tract called Parcel 10 for the widening of Huffsmith-Kohrville Road right-of-way, said 0.8684 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the north right-of-way line of Mahaffey Road, 60 feet wide, marking the southeast corner of said 1.00 acre tract and the herein described tract;

THENCE S 87 deg. 32 min. 49 sec. W, 102.81 feet along the north right-of-way line of said Mahaffey Road and south line of said 1.00 acre tract to a 5/8 inch iron rod found at the most easterly corner of said 0.1423 acre tract, and most southerly corner of the herein described tract;

THENCE N 47 deg. 40 min. 31 sec. W, 19.26 feet along a right-of-way cutback, and east line of said 0.1423 acre tract to a 5/8 inch iron rod found at an angle point of said 0.1423 acre tract, in the east line of said Huffsmith-Kohrville Road (varying width right-of-way), and boundary of the herein described tract;

THENCE N10 deg. 20 min. 26 sec. W, 11.06 feet along the east line of said 0.1423 acre tract and east right-of-way line of said Huffsmith-Kohrville Road to a 5/8 inch iron rod found at an angle point of said 0.1423 acre tract and east right-of-way line of said Huffsmith-Kohrville Road and the boundary of the herein described tract;

THENCE N 02 deg. 53 min. 51 sec. W, 90.48 feet along the east line of said 0.1423 acre tract and east right-of-way line of saidz Huffsmith-Kohrville Road to a 5/8 inch iron rod found at the point of beginning of a curve to the right, having a radius of 1950.00 feet;

THENCE in a northerly direction along said 1950.00 feet radius curve to the right through a central angle of 02 deg. 00 min. 00 sec., an arc distance of 68.07 feet (chord = N 01 deg. 53 min. 51 sec. W, 68.06 feet) to a 5/8 inch iron rod found at a point of tangency;

THENCE N 00 deg. 53 min. 51 sec. W, 123.66 feet along the east line of said 0.1423 acre tract and east right-of-way line of said Huffsmith-Kohrville Road to a 5/8 inch iron rod found in the north line of said 1.00 acre tract, marking the northeast corner of said 0.1423 acre tract and northwest corner of the herein described tract;

THENCE N 87 deg. 12 min. 43 sec. E, 126.71 feet along the north line of said 1.00 acre tract and the herein described tract to a 5/8 inch iron rod found at the northeast corner of said 1.00 acre tract and the herein described tract;

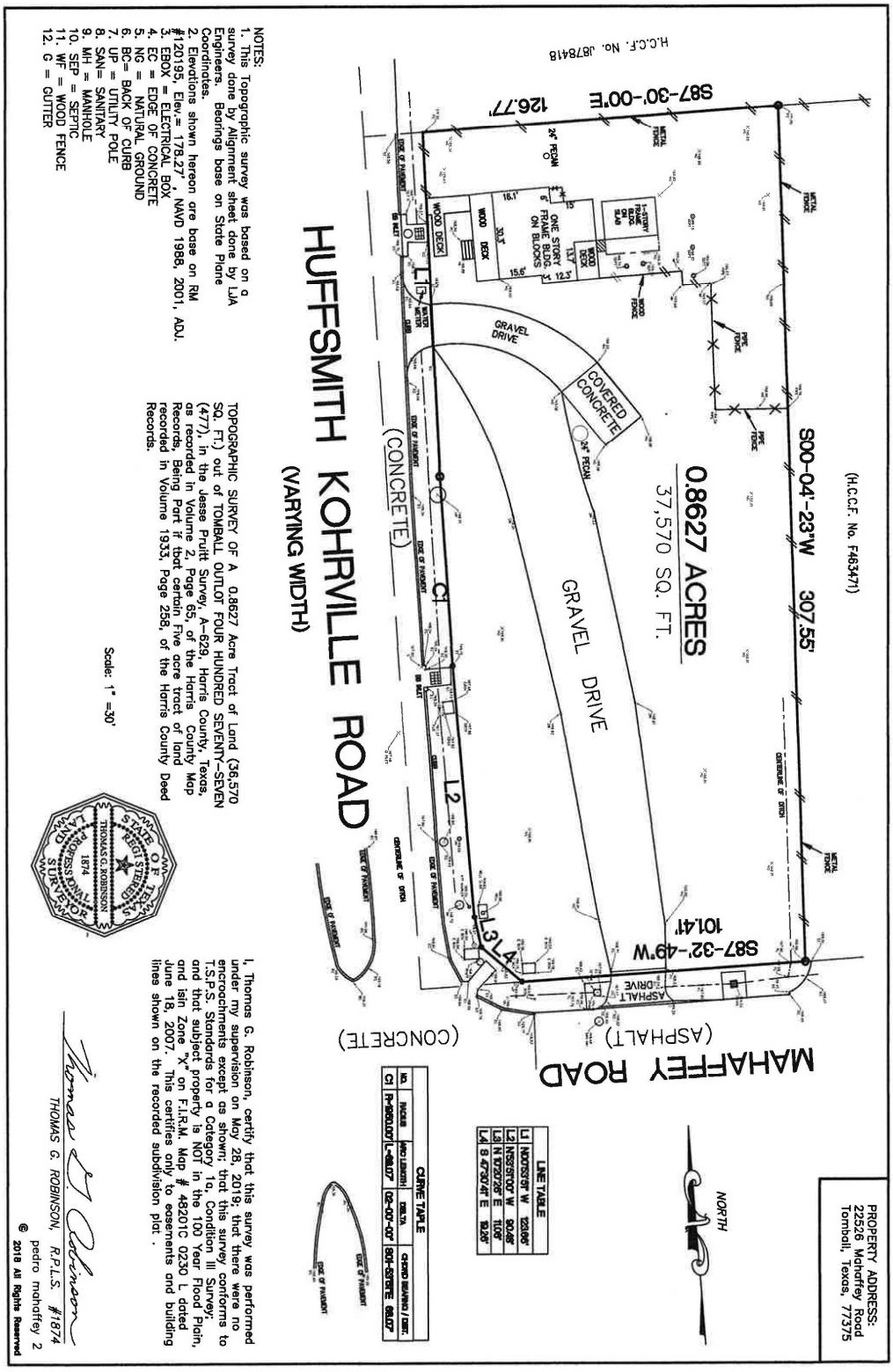
(continued)

Exhibit "A" – Page 2

THENCE S 00 deg. 12 min. 48 sec. E, 307.65 feet along the east line of said 1.00 acre tract and the herein described tract to the POINT OF BEGINNING, and containing 0.8684 acre (37,827 square feet) of land.

Thomas G. Robinson
R.P.L.S. No. 1874

Exhibit "A" – Page 3



NOTES:
1. This Topographic survey was based on a survey done by Alignment sheet done by LJA Engineers. Bearings base on State Plane Coordinates.
2. Elevations shown hereon are base on RM #120195, Elev.= 178.27', NAVD 1988, 2001, ADJ.
3. EBOX = ELECTRICAL BOX
4. EC = EDGE OF CONCRETE
5. NG = NATURAL GROUND
6. BC= BACK OF CURB
7. UP = UTILITY POLE
8. SAN= SANITARY
9. MH = MANHOLE
10. SEP = SEPTIC
11. WF = WOOD FENCE
12. G = GUTTER

TOPOGRAPHIC SURVEY OF A 0.8627 Acre Tract of Land (36,570 SQ. FT.) out of TOMBALL OUTLOT FOUR HUNDRED SEVENTY-SEVEN (477), in the Jesse Pruitt Survey, A-629, Harris County, Texas, as recorded in Volume 2, Page 65, of the Harris County Map Records, Being Part if that certain Five acre tract of land recorded in Volume 1933, Page 258, of the Harris County Deed Records.

Scale: 1" =30'

I, Thomas G. Robinson, certify that this survey was performed under my supervision on May 28, 2019; that there were no encroachments except as shown; that this survey conforms to T.S.P.S. Standards for a Category 1b, Condition III Survey; and that subject property is NOT in the 100 Year Flood Plain, and isin Zone "X" on F.I.R.M. Map # 48201C 0230 L dated June 18, 2007. This certifies only to easements and building lines shown on the recorded subdivision plat .

Thomas G. Robinson

THOMAS G. ROBINSON, R.P.L.S. #1874

pedro mahaffey 2

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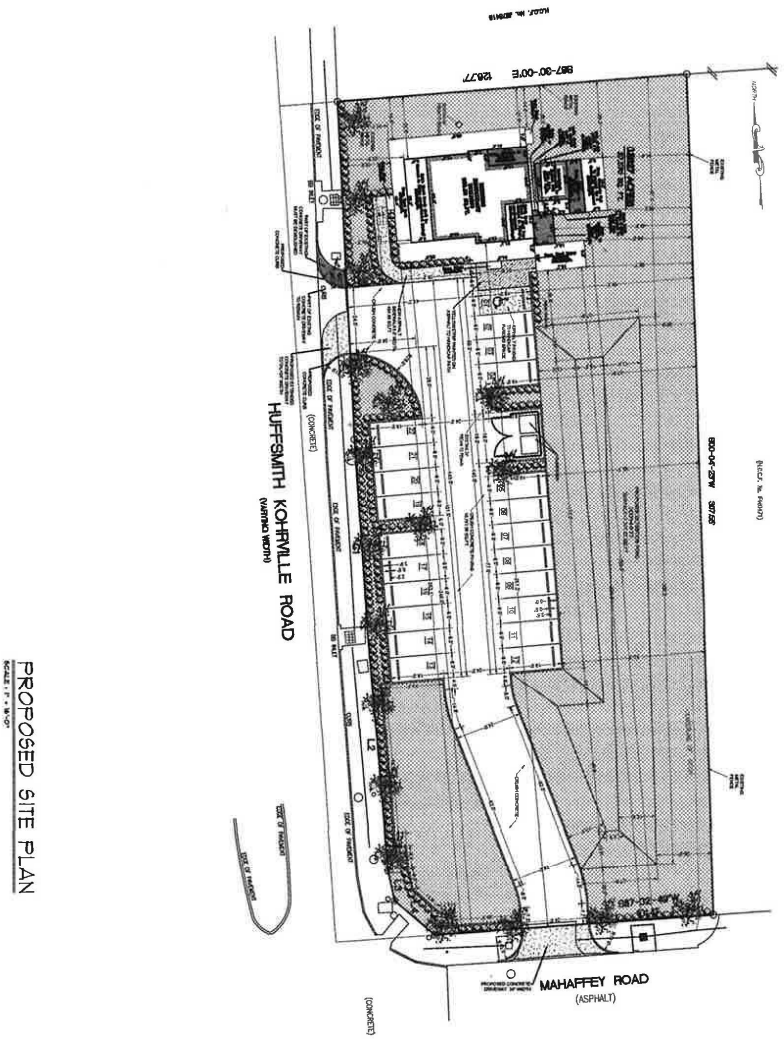
Exhibit "A" – Page 4



PROPOSED SITE PLAN

SP2.0

SITE PLAN

P.E.M.Enterprises, Inc.
12902 HAYNES RD.
HOUSTON, TX. 77066

A PROJECT LOCATED AT
22526 HUFFSMITH KOHRVILLE ROAD
TOMBALL, TX. 77375

EXHIBIT "B"

CITY OF TOMBALL, TEXAS

MUNICIPAL SERVICE PLAN

I. INTRODUCTION

This Municipal Service Plan (the "Plan") is made by the City of Tomball, Texas (the "City"), pursuant to Chapter 43 of the Texas Local Government Code. This Plan relates to the annexation by the City of the tract of land ("Tract") described by metes and bounds in "Exhibit A," which is attached to this Plan and to the annexation ordinance of which this Plan is a part.

II. EFFECTIVE TERM

This Plan shall be in effect for a period of ten (10) years commencing on the effective date of the annexation of the Tract, unless otherwise stated in this Plan. Renewal of the Plan shall be at the option of the City. Such option may be exercised by the adoption of an ordinance by the City Council, which refers to this Plan and specifically renews this Plan for a stated period of time.

III. INTENT

It is the intent of the City that services under this Plan shall equal the number of services and the level of services in existence within the Tract prior to annexation and which are available in other parts of the City with land uses and population densities similar to those reasonably contemplated or projected within the Tract. However, it is not the intent of this Plan to require that a uniform level of service be provided to all areas of the City, including the Tract, where differing characteristics of topography, land utilization, and population density are considered as a sufficient basis for providing differing service levels.

The City reserves the right, granted to it by Section 43.056(k), Texas Local Government Code, to amend this Plan, if the City Council determines that changed conditions or subsequent occurrences or any other legally sufficient circumstances exist under the Texas Local Government Code, or other Texas laws to make this Plan unworkable, obsolete, or unlawful.

IV. SERVICE PROGRAMS

A. In General.

1. This Plan includes the following service programs: A 60-Day Program and a Capital Improvement Program.

2. As used in this Plan, "providing services" shall include having services provided by any method or means by which the City may extend

municipal services to any other area of the City. The City shall provide the area, or cause the area to be provided, with services in accordance with the Plan. This may include, but is not limited to, causing or allowing private utilities, governmental entities, and other public service organizations to provide such services, in whole or in part.

As used in this Plan, the phrase "standard policies and procedures" shall mean those policies and procedures of the City applicable to a particular service, which are in effect either at the time that the service is requested or at the time the service is made available or provided. Such policies and procedures may require a specific type of request be made, such as an application or a petition, may require that fees or charges be paid, and may include eligibility requirements or other similar provisions.

B. 60-Day Program. The following services will be provided within the Tract within the period required by State law. State law requires the City to provide the following services within sixty (60) days after the effective date of the annexation: police protection, fire protection, solid waste collection, operation and maintenance of water, wastewater, and gas facilities, operation and maintenance of roads and streets, including lighting, operation and maintenance of parks, playgrounds, and swimming pools, and maintenance of any other publicly owned facility, building or service. The 60-Day Program plan is as follows:

1. Police Protection. The Police Department of the City will provide protection and law enforcement within the Tract. These activities will include routine patrols and responses, handling of complaints and incident reports, and, as appropriate, support by special units. In order to provide the above services, the Police Department will operate from a City facility.

2. Fire Protection. The Fire Department of the City currently provides fire protection to the Tract. Fire protection will be provided from either the southside or central fire stations. Fire protection will remain at the current level of service.

3. Solid Waste Collection. All eligible residences and businesses will be provided solid waste collection service, either by City personnel or by contract.

4. Maintenance of Water, Wastewater, and Gas Facilities. There are no City water, wastewater, or gas facilities currently located within the Tract. If any such facilities are constructed or acquired by the City within the Tract, the City's Department of Public Works will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

5. Operation and Maintenance of Roads and Streets (including lighting). The City's Department of Public Works will provide for the maintenance of roads and streets over which the City will have jurisdiction. Such Department will also provide services relating to traffic control devices and will provide street lighting for such roads and streets through an electric utility company or by other means. The operation and maintenance of roads and streets, including street lighting and traffic control devices, shall be provided at levels of service and maintenance comparable to those available for other roads and streets in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

6. Operation and Maintenance of Parks, Playground and Swimming Pools. There are no public parks, playgrounds, or swimming pools currently located within the Tract. If, as a result of acquisition of park land, any such facilities are constructed by the City within the Tract, the City's Department of Parks and Recreation will operate and maintain such facilities at levels of service and maintenance comparable to those available for other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

7. Operation and Maintenance of Any Other Publicly-Owned Facility, Building, or Service. Those drainage facilities associated with City-maintained public streets will be maintained by the City's Department of Public Works, as needed. Any other facility, building, or service existing or which may be constructed or located by the City within the Tract, will be operated and maintained by an appropriate City department at levels of service and maintenance comparable to those available to other such facilities in other parts of the City with similar topography, load use, and population density as those reasonably contemplated or projected within the Tract.

C. Capital Improvement Program. It is the intent of the City to provide full City services within the Tract not less than four and one-half (4-1/2) years after the effective date of annexation of the Tract, in accordance with the Texas Local Government Code, § 43.056(e).

The City will initiate the acquisition and construction of the capital improvements necessary to provide municipal services adequate to serve the Tract. Any necessary construction or acquisition is indicated below, and any such construction or acquisition shall begin within two (2) years of the effective date of this Plan and shall be substantially completed within 4-1/2 years, except as otherwise indicated:

1. Police Protection. No capital improvements are necessary at this time to provide police protection services within the Tract. The Tract will be

included with other City territory in connection with planning for new, revised, or expanded police facilities.

2. Fire Protection. No capital improvements are necessary at this time to provide fire protection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded fire facilities.

3. Solid Waste Collection. No capital improvements are necessary at this time to provide solid waste collection services within the Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded solid waste facilities and/or services.

4. Wastewater Facilities. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public wastewater facilities. Wastewater services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of wastewater services is attached to and made a part of this Plan.

5. Water Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public water facilities. Water services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of water services is attached to and made a part of this Plan.

6. Gas Distribution. The Tract will be included with other City territory in connection with planning for new, revised, or expanded public gas facilities. Gas services will be provided according to the standard policies and procedures of the City's Department of Public Works. A summary of the City's policies with regard to the extension of gas services is attached to and made a part of this Plan.

7. Roads and Streets (including lighting). The City will acquire jurisdiction in and over all public roads and streets within the Tract upon annexation, pursuant to Section 311.001 of the Texas Transportation Code and other similar provisions, except for public roads and streets subject to the jurisdiction of other governmental entities. Additional roads, streets, or related facilities are not necessary at this time to service the Tract. Future extensions of roads or streets and future installation of related facilities, such as traffic control devices or street lights, within the Tract will be governed by standard policies and procedures of the City. The Tract will be included with other City territory in connection with planning for new, improved, revised, widened, or enlarged roads, streets, or related facilities.

8. Parks, Playgrounds, and Swimming Pools. No capital improvements are necessary at this time to provide park and recreational services to the

Tract. The Tract will be included with other City territory in connection with planning for new, revised, or expanded parks, playgrounds, and/or swimming pools.

9. Other Publicly-Owned Facilities, Buildings or Services: Additional Services. In general, other City functions and services can be provided to the Tract by using existing capital improvements. At this time, additional capital improvements are not necessary to provide City services. However, the Tract will be included with other City territory in connection with planning for new, revised, or expanded facilities, functions, and services.

V. AMENDMENT: GOVERNING LAW

This Plan may not be amended or repealed, except as provided by the Texas Local Government Code or other controlling law. Neither changes in the methods or means of implementing any part of the service programs nor changes in the responsibilities of the various departments of the City shall constitute amendments to this Plan, and the City reserves the right to make such changes at any time. This Plan is subject to, and shall be interpreted in accordance with, the Constitution and laws of the United States of America and the State of Texas, the Texas Local Government Code, and any orders, rules, or regulations of any other governmental body having jurisdiction.

VI. FORCE MAJEURE

In the event the City is rendered unable, wholly or in part, by force majeure to carry out its obligations under this Plan, notice shall be given with full particulars of such force majeure, in writing, as soon as reasonably possible after the occurrence of the cause relied on, and the City's obligations, so far as effected by such force majeure, shall be suspended during the continuance of such inability so caused but for no longer period, and such cause shall, so far as possible, be remedied with all reasonable dispatch; provided, however, City shall not be required to settle a strike or dispute with workmen when such settlement is against the will of the City. The term "force majeure" shall mean acts of God, strikes, acts of the public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, arrests and restraints of rulers and people, explosions, breakage or accident to machinery or lines of pipe, droughts, hurricanes and tornadoes, and any other inability of either party, whether similar to those enumerated or otherwise, not within the control of the City, which, by the exercise of reasonable diligence, the City shall not have been able to avoid.

VIII. ENTIRE PLAN

This document contains the entire and integrated Plan relating to the Tract and supersedes all other negotiations, representations, plans, and agreements, whether written or oral.

If one or more provisions of this Plan is held to be invalid, unenforceable, or illegal in any respect, the remainder the Plan shall remain valid and in full force and effect.

SUMMARY OF EXTENSION POLICY FOR WATER, WASTEWATER, AND GAS SERVICE

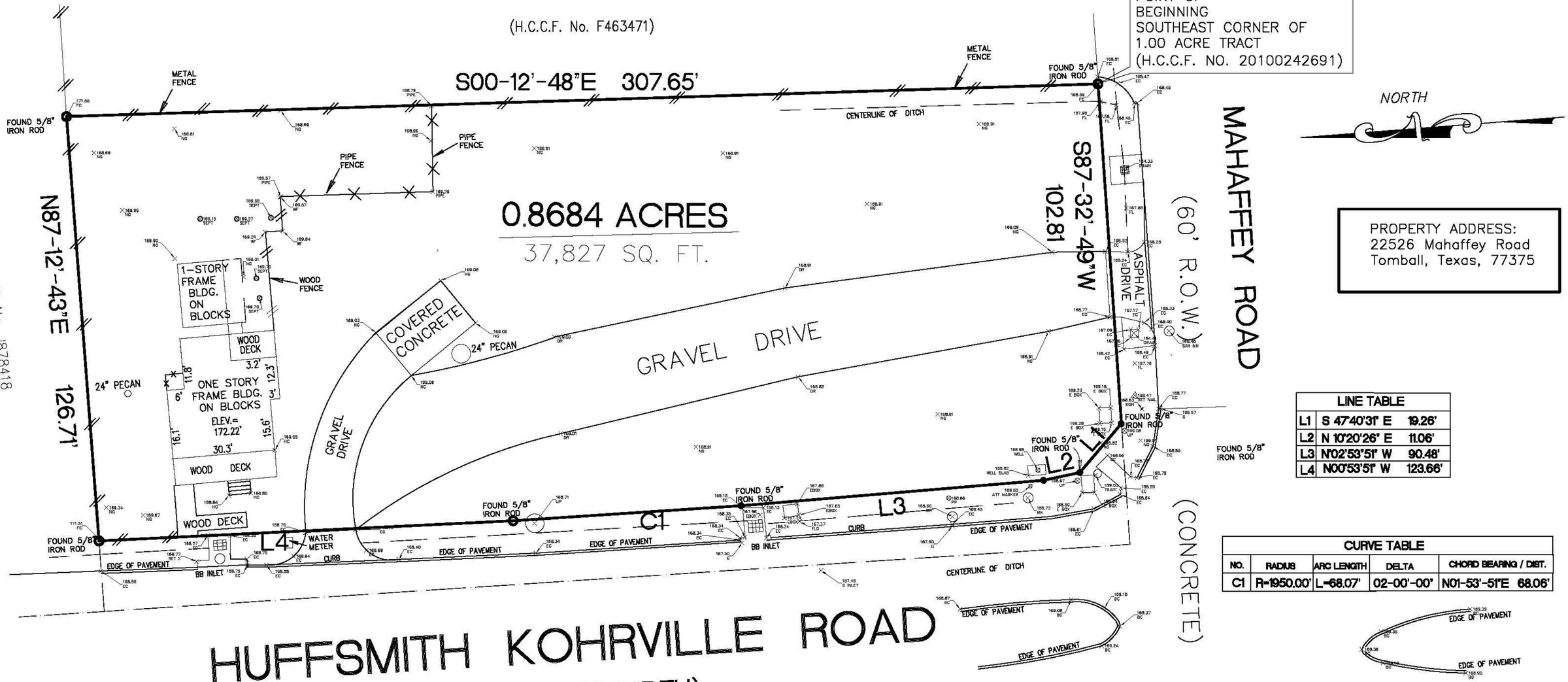
The following information is a summary of the City of Tomball's ("City") policies respecting water, wastewater and gas service extensions. This summary is made in compliance with the Texas Local Government Code, which requires that each annexation plan include a summary of the service extension policy. Nothing herein shall repeal any provision of the Code of Ordinances of the City of Tomball, as amended, or any of the uncodified ordinances that contain the City's policies and procedures.

The City extends water, wastewater, and gas services to existing unserved development as follows:

Construction of such service lines is based on a priority schedule that considers potential health hazards, population density, the number of existing buildings, the reasonable cost of providing service, and the desires of the residents of the unserved areas.

Extensions built by the City at its cost are included in its Capital Improvements Plan, which is updated annually. Placement of an extension or enlargement of any water and/or wastewater lines into the Capital Improvement Plan is based primarily on the following requirements: (1) to provide service to unserved areas, (2) and to provide adequate capacity for projected service requirements.

Persons or entities desiring to develop land within unserved areas must construct water, wastewater, and gas service lines and extensions to connect to City trunk lines to serve the new development.



PROPERTY ADDRESS:
22526 Mahaffey Road
Tomball, Texas, 77375

LINE TABLE		
L1	S 47°40'31" E	19.26'
L2	N 10°20'26" E	11.06'
L3	N 02°53'51" W	90.48'
L4	N 00°53'51" W	123.66'

CURVE TABLE				
NO.	RADIUS	ARC LENGTH	DELTA	CHORD BEARING / DIST.
C1	R=1950.00'	L=68.07'	02-00'-00"	N01-53'-51"E 68.06'

NOTES:
1. This Topographic survey was based on a survey done by Alignment sheet done by LJA Engineers. Bearings based on State Plane Coordinates.
2. Elevations shown hereon are based on RM #120195, Elev.= 178.27' , NAVD 1988, 2001 ADJ.
3. EBOX = ELECTRICAL BOX
4. EC = EDGE OF CONCRETE
5. NG = NATURAL GROUND
6. BC= BACK OF CURB
7. UP = UTILITY POLE
8. SAN= SANITARY
9. MH = MANHOLE
10. SEP = SEPTIC
11. WF = WOOD FENCE
12. G = GUTTER
13. Metes and Bounds description included with this survey.

BOUNDARY AND TOPOGRAPHIC SURVEY OF A 0.8684 Acre Tract of Land (37,827 SQ. FT.) out of TOMBALL OUTLOT FOUR HUNDRED SEVENTY-SEVEN (477), in the Jesse Pruett Survey, A-629, Harris County, Texas, as recorded in Volume 2, Page 65, of the Harris County Map Records, Being Part of that certain 1.00 acre tract of land recorded under H.C.C.F. No. 20100242691.

Scale: 1" =30'

STATE OF TEXAS REGISTERED THOMAS G. ROBINSON 1874 PROFESSIONAL LAND SURVEYOR

I, Thomas G. Robinson, certify that this survey was performed under my supervision on May 28, 2019; that there were no encroachments except as shown; that this survey conforms to T.S.P.S. Standards for a Category 1a, Condition III Survey; and that subject property is NOT in the 100 Year Flood Plain, and isin Zone "X" on F.I.R.M. Map # 48201C 0230 L dated June 18, 2007. This certifies only to easements and building lines shown on the recorded subdivision plat .

Thomas G. Robinson
THOMAS G. ROBINSON, R.P.L.S. #1874

pedro mahaffey 2

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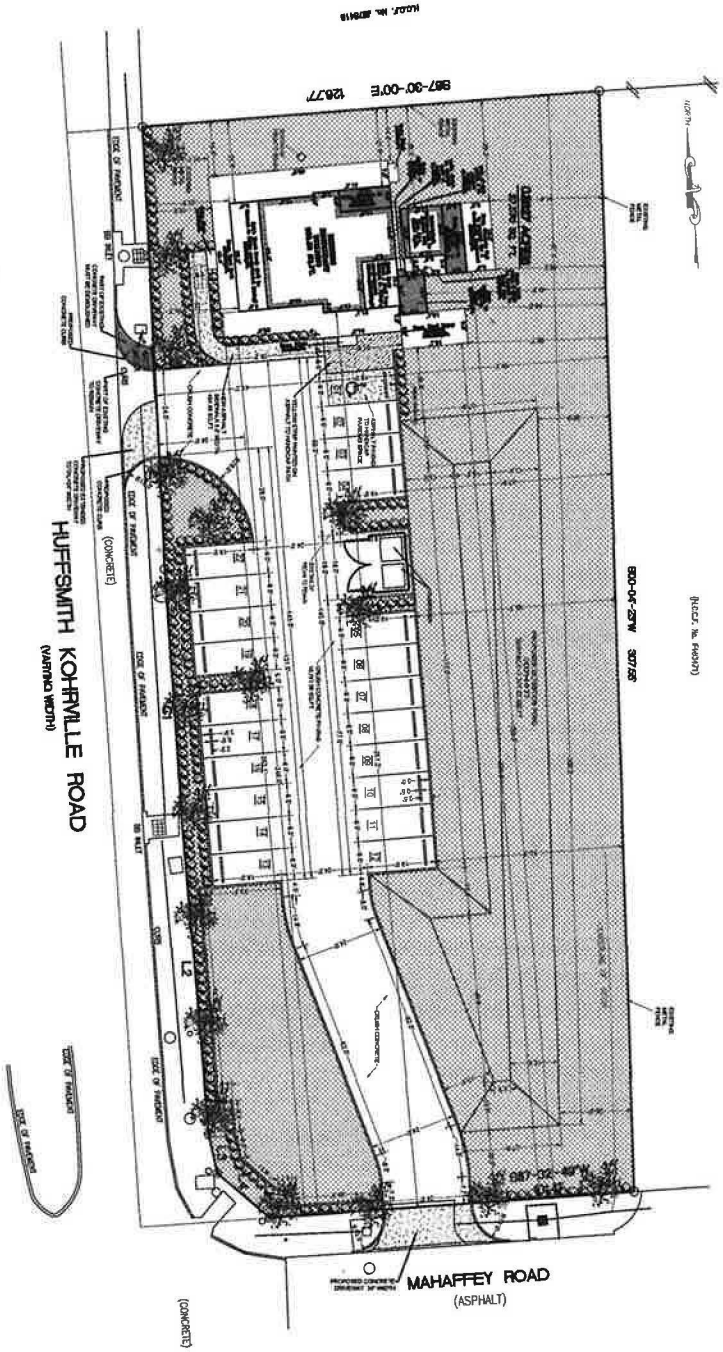

PROPOSED SITE PLAN

SCALE: 1" = 100'-0"

DATE: 09/09/2015

SITE PLAN

SHEET No:

SP2.0

P.E.M.Enterprises, Inc.
12902 HAYNES RD.
HOUSTON, TX. 77066

A PROJECT LOCATED AT
22526 HUFFSMITH KOHRVILLE ROAD
TOMBALL, TX. 77375

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:

Consideration To Approve **Zoning Case P19-124:** Request By Pedro Salazar To Amend Chapter 50 (Zoning) Of The Tomball Code Of Ordinances By Establishing The Zoning District Of Approximately One Acre Of Land As Commercial. The Property Is Legally Described As Tract 477E (6,197 SQ FT Easement) Tomball Outlots, And Is Located At The Northeast Corner Of Mahaffey Road And Hufsmith-Kohrville Road, Within Harris County, Texas.

- Conduct Public Hearing on **Zoning Case P19-124**
- Adopt, on First Reading, Ordinance No. 2019-29, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Establishing the Zoning District of Approximately One Acre of Land, Legally Described as Tract 477E (6,197 Sq Ft Easement) Tomball Outlots, Within the City of Tomball, Harris County, Texas, to the Commercial District; Said Property Being Generally Located at the Northeast Corner of Mahaffey Road and Hufsmith-Kohrville Road; Providing for the Amendment of the Official Zoning Map of the City; 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

Background:

Origination:

Finas Property Investment LLC

Recommendation:

Adopt Ordinance No. 2019-29 on First Reading.

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

Craig T. Meyers, P.E., Community Development Director

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Ordinance No. 2019-29
Staff Report
Notice of Public Hearing
Property Owner Notification

ORDINANCE NO. 2019-29

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY ESTABLISHING THE ZONING DISTRICT OF APPROXIMATELY ONE ACRE OF LAND, LEGALLY DESCRIBED AS TRACT 477E (6,197 SQ FT EASEMENT) TOMBALL OUTLOTS, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, TO THE COMMERCIAL DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED AT THE NORTHEAST CORNER OF MAHAFFEY ROAD AND HUFSMITH-KOHRVILLE ROAD; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; 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.

* * * * * * * * * *

Whereas, Pedro Salazar has requested that approximately one acre of land, legally described as Tract 477E (6,197 SQ FT Easement) Tomball Outlots, generally located at the northeast corner of Mahaffey Road and Hufsmith-Kohrville Road, in the City of Tomball, Harris County, Texas, (the "Property"), be zoned; 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 two hundred feet of the Property in the manner required by law, the City Council held a public hearing on the requested zoning; and

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

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 zoning classification of the Property is hereby established as the Commercial District 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 Commercial District, 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 zoning classification for the Property to the Commercial District 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 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. 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 THE 4TH DAY OF NOVEMBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 18TH DAY OF NOVEMBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

_____
Gretchen Fagan, Mayor

ATTEST:

_____
Doris Speer, City Secretary

Zoning Staff Report

City Council Public Hearing Date: November 4, 2019

Zoning Case:	P19-124
Property Owner(s):	Finas Property Investment LLC
Applicant(s):	Pedro Salazar
Legal Description:	Tract 477E (6,197 SQ FT Easement) Tomball Outlots
Location:	Northeast corner of Mahaffey Road and Hufsmith-Kohrville Road (Exhibit "A")
Area:	One acre
Comp Plan Designation:	Corridor Commercial (Exhibit "B")
Present Use:	Vacant; old Tire Shop (Exhibit "D")
Request:	Establish the Zoning designation of approximately one acre as Commercial

Adjacent Zoning & Land Uses:

North: Outside City Limits / Undeveloped Property

South: Outside City Limits / Mahaffey Road and Single-family residential development (The Estates at Willow Creek)

West: Commercial / Undeveloped Property

East: Outside City Limits / Single-family residence

BACKGROUND

The subject site is currently being annexed into the City Limits and therefore requires the establishment of a Zoning District classification. City Staff met with representatives of the property in September 2019 to discuss the development of a restaurant on the site and the need for City utilities.

ANALYSIS

The property is approximately one acre with a small commercial building on the northern portion of the lot. The property was previously operated as a tire shop. The property owner is requesting a zoning of Commercial with their concurrent annexation application and desires to convert the site into a barbecue restaurant.

Surrounding properties to the north, east and south are outside the Tomball city limits. Properties on the west side of Hufsmith-Kohrville Road are zoned Commercial. The Commercial Zoning District is appropriate for this area.

The Comprehensive Plan designates the property as Corridor Commercial. The intent of the Corridor Commercial future land use category is to provide an area for "predominantly nonresidential uses along high-traffic, regionally serving thoroughfares. The land uses are typically comprised of varying lot sizes and intensities predominantly serving the automobile" (Page 70). Hufsmith-Kohrville is a designated major arterial on the Major Thoroughfare Plan and capable of handling the traffic generated by a commercial development.

Appropriate land uses for this category include "regional commercial, personal services offices, multi-family, retail, entertainment, dining, hotels, and brew pubs/distilleries" (Page 70). Compatible Zoning Districts includes: Office, General Retail, Commercial, Mixed Use, Multi-Family, and Planned Development. The proposed zoning district of Commercial meets the intent and character of the Corridor Commercial category.

The request also meets the following Objectives outlined in the Comprehensive Plan:

- LU 2.1 Implement the Future Land Use Plan to promote development that results in desired character for Tomball.
- LU 2.3 Promote development that creates complimentary relationships between differing land uses.
- ED 5.3 Maintain a balance in the differing economic sectors to promote sustainable economic health for the community.

PUBLIC COMMENT

Property owners in the City limits within 200 feet of the project site were mailed notification of this proposal on October 25, 2019. The Notice of Public Hearing was published in the paper on October 16, 2019. Any public comment forms will be provided in the City Council packets or during the public hearing.

RECOMMENDATION

City staff recommends approval of Zoning Case P19-124.

EXHIBITS

A. Aerial Photo
B. Comprehensive Plan
C. Zoning Map
D. Site Photos
E. Application

Exhibit "A"
Aerial Photo

Exhibit "B"
Comprehensive Plan

Exhibit "C"
Zoning Map

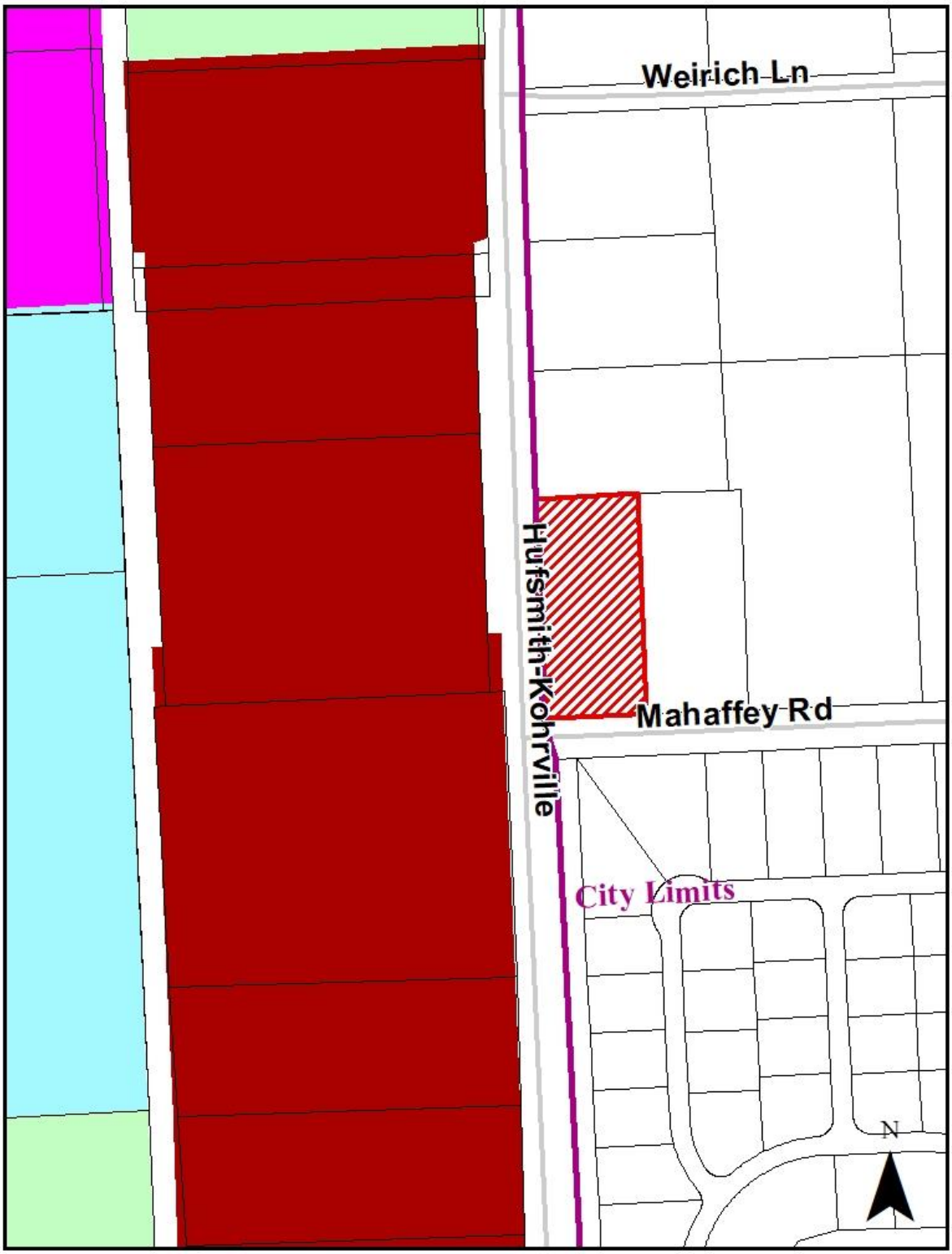

Exhibit "D"
Site Photos

Exhibit "E"
Application

P19-129

Revised 5/19/15

APPLICATION FOR REZONING

Community Development Department
Planning Division

APPLICATION SUBMITTAL: 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.

Applicant
Name: Pedro Salazar Title: Agent / Manager
Mailing Address: 12902 Haynes Rd #1 City: Houston State: TX
Zip: 77066
Phone: (281) 893-9620 Fax: (281) 893-9624 Email: psal68@yahoo.com

Owner
Name: Fina's property Investment LLC Title:
Mailing Address: 12902 Haynes rd #1 City: Houston State: TX
Zip: 77066
Phone: (281) 893-9620 Fax: (281) 893-9624 Email: psal68@yahoo.com
rsn52@hotmail.com

Engineer/Surveyor (if applicable)
Name: Title:
Mailing Address: City: State:
Zip:
Phone: (____) Fax: (____) Email:

Description of Proposed Project:

Physical Location of Property: 22526 Hufsmith-Kohrville Rd Tomball TX 77375
[General Location – approximate distance to nearest existing street corner]

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

Current Zoning District: Annexation

Current Use of Property: vacant

Proposed Zoning District: commercial

Proposed Use of Property: restaurant

HCAD Identification Number: 035.296.000.0509 Acreage:

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

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

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

X _____
Signature of Applicant **Date**

X _____
Signature of Owner **Date**

CITY OF TOMBALL
281-351-5484

REC#: 01093119 9/20/2019 3:40 PM
OPER: MF TERM: 002
REF#: W ZONING APP 1002

TRAN: 130.0000 PLANNING AND ZONING
PEDRO SALAZAR
22526 HUFSMITH-KOHRVILLE RD
100-5446
ZONING FEES- OTHER 410.00CR

TENDERED: 410.00 CHECK
APPLIED: 410.00-

CHANGE: 0.00

NOTES:
1. This Topographic survey was based on a survey done by Alignment sheet done by LJA Engineers. Bearings based on State Plane Coordinates.
2. Elevations shown hereon are based on RM #120195, Elev.= 178.27', NAVD 1988, 2001 ADJ.
3. EBOX = ELECTRICAL BOX
4. EC = EDGE OF CONCRETE
5. NG = NATURAL GROUND
6. BC= BACK OF CURB
7. UP = UTILITY POLE
8. SAN= SANITARY
9. MH = MANHOLE
10. SEP = SEPTIC
11. WF = WOOD FENCE
12. G = GUTTER
13. Metes and Bounds description included with this survey.

BOUNDARY AND TOPOGRAPHIC SURVEY OF A 0.8684 Acre Tract of Land (37,827 SQ. FT.) out of TOMBALL OUTLOT FOUR HUNDRED SEVENTY-SEVEN (477), in the Jesse Pruett Survey, A-629, Harris County, Texas, as recorded in Volume 2, Page 65, of the Harris County Map Records, Being Part of that certain 1.00 acre tract of land recorded under H.C.C.F. No. 20100242691.

I, Thomas G. Robinson, certify that this survey was performed under my supervision on May 28, 2019; that there were no encroachments except as shown; that this survey conforms to T.S.P.S. Standards for a Category 1a, Condition III Survey; and that subject property is NOT in the 100 Year Flood Plain, and is in Zone "X" on F.I.R.M. Map # 48201C 0230 L dated June 18, 2007. This certifies only to easements and building lines shown on the recorded subdivision plat.

Thomas G. Robinson

THOMAS G. ROBINSON, R.P.L.S. #1874

pedro mahaffey 2

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ROBINSON SURVEYING INC.
P. O. BOX 11925
SPRING, TEXAS, 77391

Fieldnotes for a survey of a 0.8684 acre (37,827 square feet) tract of land out of and part of TOMBALL OUTLOT 477, according to the map or plat thereof recorded in Volume 2, Page 65 of the Harris County Map Records, in the Jesse Pruett Survey, Abstract No. 629, Harris County, Texas, said 0.8684 acre tract being all of that certain 1.00 acre tract described in deed recorded under Harris County Clerk's File No. 20100242691, save and except a 0.1423 acre tract called Parcel 10 for the widening of Huffsmith-Kohrville Road right-of-way, said 0.8684 acre tract being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8 inch iron rod found in the north right-of-way line of Mahaffey Road, 60 feet wide, marking the southeast corner of said 1.00 acre tract and the herein described tract;

THENCE S 87 deg. 32 min. 49 sec. W, 102.81 feet along the north right-of-way line of said Mahaffey Road and south line of said 1.00 acre tract to a 5/8 inch iron rod found at the most easterly corner of said 0.1423 acre tract, and most southerly corner of the herein described tract;

THENCE N 47 deg. 40 min. 31 sec. W, 19.26 feet along a right-of-way cutback, and east line of said 0.1423 acre tract to a 5/8 inch iron rod found at an angle point of said 0.1423 acre tract, in the east line of said Huffsmith-Kohrville Road (varying width right-of-way), and boundary of the herein described tract;

THENCE N10 deg. 20 min. 26 sec. W, 11.06 feet along the east line of said 0.1423 acre tract and east right-of-way line of said Huffsmith-Kohrville Road to a 5/8 inch iron rod found at an angle point of said 0.1423 acre tract and east right-of-way line of said Huffsmith-Kohrville Road and the boundary of the herein described tract;

THENCE N 02 deg. 53 min. 51 sec. W, 90.48 feet along the east line of said 0.1423 acre tract and east right-of-way line of saidz Huffsmith-Kohrville Road to a 5/8 inch iron rod found at the point of beginning of a curve to the right, having a radius of 1950.00 feet;

THENCE in a northerly direction along said 1950.00 feet radius curve to the right through a central angle of 02 deg. 00 min. 00 sec., an arc distance of 68.07 feet (chord = N 01 deg. 53 min. 51 sec. W, 68.06 feet) to a 5/8 inch iron rod found at a point of tangency;

THENCE N 00 deg. 53 min. 51 sec. W, 123.66 feet along the east line of said 0.1423 acre tract and east right-of-way line of said Huffsmith-Kohrville Road to a 5/8 inch iron rod found in the north line of said 1.00 acre tract, marking the northeast corner of said 0.1423 acre tract and northwest corner of the herein described tract;

THENCE N 87 deg. 12 min. 43 sec. E, 126.71 feet along the north line of said 1.00 acre tract and the herein described tract to a 5/8 inch iron rod found at the northeast corner of said 1.00 acre tract and the herein described tract;

(continued)

THENCE S 00 deg. 12 min. 48 sec. E, 307.65 feet along the east line of said 1.00 acre tract and the herein described tract to the POINT OF BEGINNING, and containing 0.8684 acre (37,827 square feet) of land.

Thomas G. Robinson
R.P.L.S. No. 1874

The City of Tomball

Community Development Department
Planning Division

Re: 22526 Hufsmith-kohrville Rd
Tomball TX 77375

I am requesting rezoning for the above address to connect it to Tomball wastewater, water and/or gas utility system.

Sincerely,

Pedro Salazar

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
CITY COUNCIL
NOVEMBER 4, 2019

Notice is Hereby Given that a Public Hearing will be held by the City Council of the City of Tomball, Texas on **Monday, November 4, 2019, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the City Council will consider the following:

Zoning Case P19-124: Request by Pedro Salazar to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by establishing the zoning district of approximately one acre of land as Commercial. The property is legally described as Tract 477E (6,197 SQ FT Easement) Tomball Outlots, and is located at the northeast corner of Mahaffey Road and Hufsmith-Kohrville Road, within 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 Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the City Planner, Amelia Lindley, at (281) 290-1410 or at alindley@tomballtx.gov.

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 **31st** day of **October 2019** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Amelia Lindley
Amelia Lindley
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) 290-1002 or FAX (281) 351-6256 for further information. AGENDAS MAY ALSO BE VIEWED ONLINE AT www.tomballtx.gov.

Notice of Public Hearing

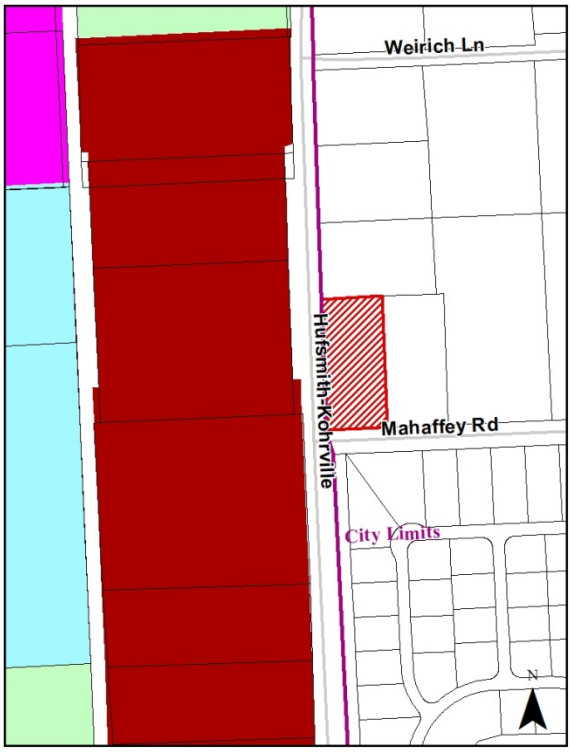
YOU ARE INVITED TO ATTEND the Public Hearing before **CITY COUNCIL** of the City of Tomball regarding the following item:

CASE NUMBER: P19-124

APPLICANT/OWNER: Pedro Salazar

LOCATION: Northeast corner of Mahaffey Road and Hufsmith-Kohrville Road

PROPOSAL: To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by establishing the zoning district of approximately one acre of land as Commercial. The property is legally described as Tract 477E (6,197 SQ FT Easement) Tomball Outlots, within Harris County, Texas.



CONTACT: Amelia Lindley, Planner
PHONE: (281) 290-1410
E-MAIL: alindley@tomballtx.gov

Interested parties may contact the City of Tomball between 8:00 a.m. and 5:00 p.m. Monday through Friday for further information. The application is available for public review Monday through Friday, except holidays, between the hours of 8:00 a.m. and 5:00 p.m. in the Community Development Department office, located at 501 James Street, Tomball, TX 77375. The staff report will be available no later than 4:00 p.m. on the Friday preceding the meeting.

This notice is being mailed to all owners of real property within 200 feet of the request as such ownership appears on the last approved Harris County Appraisal District tax roll.

City Council Public Hearing:
***Monday, November 4, 2019, 6:00 PM**

The Public Hearings will be held in the City Council Chambers, City Hall 401 Market Street, Tomball, Texas

*Should the Planning & Zoning Commission vote to table the recommendation on the case, the date and time of a future meeting will be specified and the City Council will not review the subject case until such a recommendation is forwarded to the City Council by the Planning & Zoning Commission.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:
Adopt, on First and Final Reading, Ordinance No. 2019-30, An Ordinance of the City Council of the City of Tomball, Texas, Authorizing the Issuance of City of Tomball, Texas, General Obligation Refunding Bonds, Series 2019; Levying a Tax in Payment Thereof; Authorizing the Issuance of the Bonds in Accordance with Specified Parameters; Authorizing the Redemption Prior to Maturity of Certain Outstanding Bonds; Approving the Preparation and Distribution of an Official Statement; and Enacting Other Provisions Relating Thereto; and Providing for the Effective Date Thereof.

Background:
Back in July, Joe Morrow, from our financial advisory firm, Hill Top Securities, sent us information relating to a refunding opportunity on our Series 2011 and Series 2012 bonds. Both of these bonds are callable and in the current market, we can issue new debt for the remaining balances at a low enough rate to realize a savings on both issues.

Their analysis of the savings is attached for your review.

Notice of consideration by Council was published in the Potpourri on October 30, 2019.

Origination:
Finance

Recommendation:
Approval of Ordinance 2019-30.

Party(ies) responsible for placing this item on agenda:
Glenn Windsor, CPA Finance Director

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Ordinance 2019-30 Issuance of Series 2019 Refunding Bonds
Hilltop Securities Refunding Analysis

ORDINANCE NO. 2019-30

AUTHORIZING THE
ISSUANCE OF

CITY OF TOMBALL, TEXAS,
GENERAL OBLIGATION REFUNDING BONDS,
SERIES 2019;

Adopted: November 4, 2019

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AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING THE ISSUANCE OF CITY OF TOMBALL, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE ISSUANCE OF THE BONDS IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; APPROVING THE PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

****

WHEREAS, the City of Tomball, Texas (the "City") has heretofore issued the obligations described on the attached Schedule I (the "Refunded Obligations Candidates"); and

WHEREAS, the City desires to refund all or a portion of the Refunded Obligations Candidates in order to achieve a present value savings in debt service; and

WHEREAS, it is intended that all or a portion of the Refunded Obligation Candidates shall be designated as Refunded Obligations (as hereinafter defined) in the Pricing Certificate (as hereinafter defined) and shall be refunded pursuant to this Ordinance and the Pricing Certificate; and

WHEREAS, Chapter 1207, Texas Government Code, as amended, authorizes the City to issue refunding bonds for the purpose of refunding the Refunded Obligations in advance of their maturities, and to accomplish such refunding by depositing directly with a paying agent for the Refunded Obligations (or other qualified escrow agent), the proceeds of such refunding bonds, together with other available funds or securities, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations, and provides that such deposit shall constitute the making of firm banking and financial arrangements for the discharge and final payment or redemption of the Refunded Obligations; and

WHEREAS, the City desires to authorize the execution of an escrow agreement or a deposit agreement, if necessary, in order to provide for the deposit of proceeds of the refunding bonds and, to the extent specified pursuant hereto, other lawfully available funds of the City, to pay the redemption price of the Refunded Obligations when due; and

WHEREAS, upon the issuance of the refunding bonds herein authorized and the deposit of funds referred to above, the Refunded Obligations shall no longer be regarded as being outstanding, except for the purpose of being paid pursuant to such deposit, and the pledges, liens, trusts and all other covenants, provisions, terms and conditions of the ordinances authorizing the issuance of the Refunded Obligations shall be, with respect to the Refunded Obligations, discharged, terminated and defeased; and

WHEREAS, the City hereby finds and determines that the issuance and delivery of the refunding bonds hereinafter authorized is necessary and in the public interest and the use of the proceeds in the manner herein specified constitutes a valid public purpose; and

WHEREAS, the City hereby finds and determines that the refunding contemplated in this Ordinance will benefit the City by providing present value savings in the debt service payable by the City, and that such benefit is sufficient consideration for the refunding of the Refunded Obligations; and

WHEREAS, pursuant to Sections 1207.007, Texas Government Code, as amended, the City desires to delegate the authority to effect the sale of the bonds to the Authorized Officer (hereinafter defined); and

WHEREAS, the meeting at which this Ordinance is being considered is open to the public as required by law, and the public notice of the time, place and purpose of said meeting was given as required by Chapter 551, Texas Government Code; Now, Therefore

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

ARTICLE I

DEFINITIONS AND OTHER PRELIMINARY MATTERS

Section 1.01 Definitions.

Unless otherwise expressly provided in this Ordinance or unless the context clearly requires otherwise, the following terms shall have the meanings specified below:

"Authorized Officer" means the City Manager, the Assistant City Manager or the Director of Finance of the City, who are authorized to act on behalf of the City in selling and delivering the Bonds, or such other officers of the City as designated in writing.

"Bond" means any of the Bonds.

"Bonds" means the City's bonds authorized to be issued by Section 3.01 of this Ordinance and designated as "City of Tomball, Texas, General Obligation Refunding Bonds, Series 2019" or such other name as may be designated in the Pricing Certificate.

"Bond Counsel" means Bracewell LLP.

"Business Day" means a day that is not a Saturday, Sunday, legal holiday or other day on which banking institutions in the city where the Designated Payment/Transfer Office is located are required or authorized by law or executive order to close.

"Chapter 1207" means Chapter 1207, Texas Government Code.

"City" means the City of Tomball, Texas.

"Closing Date" means the date of the initial delivery of and payment for the Bonds.

"Code" means the Internal Revenue Code of 1986, as amended, and, with respect to a specific section thereof, such reference shall be deemed to include (a) the Regulations

promulgated under such section, (b) any successor provision of similar import hereafter enacted, (c) any corresponding provision of any subsequent Internal Revenue Code and (d) the regulations promulgated under the provisions described in (b) and (c).

"Dated Date" means the date designated as the date of the Bonds in the Pricing Certificate.

"Debt Service" means collectively, all amounts due and payable with respect to the Bonds representing the principal of the Bonds and the interest thereon, payable at the times and in the manner provided herein and in the Pricing Certificate and the payment of the costs associated therewith.

"Designated Payment/Transfer Office" means (i) with respect to the initial Paying Agent/Registrar, Dallas, Texas, unless otherwise designated in the Pricing Certificate, or such other location designated by the Paying Agent/Registrar, and (ii) with respect to any successor Paying Agent/Registrar, the office of such successor designated and located as may be agreed upon by the City and such successor.

"DTC" means The Depository Trust Company of New York, New York, or any successor securities depository.

"DTC Participant" means brokers and dealers, banks, trust companies, clearing corporations and certain other organizations on whose behalf DTC was created to hold securities to facilitate the clearance and settlement of securities transactions among DTC Participants.

"Escrow Agent" means the escrow agent designated in the Pricing Certificate.

"Escrow Agreement" means the escrow agreement by and between the City and the Escrow Agent relating to the Refunded Obligations.

"Escrow Fund" means the fund or funds established by the Escrow Agreement to hold cash and securities for the payment of debt service on the Refunded Obligations.

"Escrow Securities" means (1) direct noncallable obligations of the United States, including obligations that are unconditionally guaranteed by the United States; (2) noncallable obligations of an agency or instrumentality of the United States, including obligations that are unconditionally guaranteed or insured by the agency or instrumentality and that, on the date of the Pricing Certificate, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent; and (3) noncallable obligations of a state or an agency or a county, municipality, or other political subdivision of a state that have been refunded and that, on the date of the Pricing Certificate, are rated as to investment quality by a nationally recognized investment rating firm not less than "AAA" or its equivalent.

"Financial Obligation" means a (a) debt obligation; (b) derivative instrument entered into in connection with, or pledged as security or a source of payment for, an existing or planned debt obligation; or (c) guarantee of a debt obligation or any such derivative instrument; provided that "financial obligation" shall not include municipal securities (as defined in the Securities

Exchange Act of 1934, as amended) as to which a final official statement (as defined in the Rule) has been provided to the MSRB consistent with the Rule.

"Fiscal Year" means such fiscal year of the City as shall be set from time to time by the City Council.

"Initial Bond" means the Initial Bond authorized by Section 3.04(d) of this Ordinance.

"Initial Purchaser" means the initial purchaser of the Bonds designated in the Pricing Certificate.

"Interest and Sinking Fund" means the interest and sinking fund established by Section 2.02 of this Ordinance.

"Interest Payment Date" means the date or dates on which interest on the Bonds is scheduled to be paid, as designated in the Pricing Certificate.

"Maturity" means the date on which the principal of the Bonds becomes due and payable according to the terms thereof, whether at Stated Maturity or by proceedings for prior redemption.

"MSRB" means the Municipal Securities Rulemaking Board.

"Notice of Sale" means the notice of sale in the form approved by the Authorized Officer and utilized in conjunction with the Preliminary Official Statement in the sale of the Bonds.

"Ordinance" means this Ordinance.

"Owner" means the person who is the registered owner of a Bond or Bonds, as shown in the Register.

"Paying Agent/Registrar" means The Bank of New York Mellon Trust Company, N.A., as paying agent/registrar for the Bonds, unless otherwise designated in the Pricing Certificate.

"Paying Agent Registrar Agreement" means the Paying Agent/Registrar Agreement between the Paying Agent/Registrar and the City relating to the Bonds.

"Pricing Certificate" means a certificate or certificates to be signed by the Authorized Officer, in substantially the form attached hereto as Exhibit A with such variations, omissions and insertions as are approved by the Authorized Officer as indicated by his/her signature.

"Record Date" means the last day of the month preceding each Interest Payment Date, unless otherwise designated in the Pricing Certificate.

"Refunded Obligation Candidates" mean the obligations of the City described in Schedule I attached hereto.

"Refunded Obligations" mean those obligations of the City designated as such in the Pricing Certificate from the list of Refunded Obligation Candidates.

"Register" means the bond register specified in Section 3.06(a).

"Regulations" means the applicable, proposed, temporary or final Treasury Regulations promulgated under the Code, or, to the extent applicable to the Code, under the Internal Revenue Code of 1954, as such regulations may be amended or supplemented from time to time.

"Representations Letter" means the Blanket Letter of Representations between the City and DTC.

"Rule" means SEC Rule 15c2-12, as amended from time to time.

"SEC" means the United States Securities and Exchange Commission.

"Special Payment Date" means the date that is fifteen (15) days after the Special Record Date, as described in Section 3.03(e).

"Special Record Date" means the new record date for interest payment established in the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, as described in Section 3.03(e).

"State" means the State of Texas.

"Stated Maturity" means the respective stated maturity dates of the Bonds specified in the Pricing Certificate.

"Unclaimed Payments" means money deposited with the Paying Agent/Registrar for the payment of principal, premium, if any, or interest, or money set aside for the payment of Bonds duly called for redemption prior to Stated Maturity and remaining unclaimed by the Owners of such Bonds for ninety (90) days after the applicable payment or redemption date.

Section 1.02 Findings.

The declarations, determinations and findings declared, made and found in the preamble to this Ordinance are hereby adopted, restated and made a part of the operative provisions hereof.

Section 1.03 Table of Contents, Titles and Headings.

The table of contents, titles and headings of the articles and sections of this Ordinance have been inserted for convenience of reference only and are not to be considered a part hereof and shall not in any way modify or restrict any of the terms or provisions hereof and shall never be considered or given any effect in construing this Ordinance or any provision hereof or in ascertaining intent, if any question of intent should arise. References to section numbers shall mean sections in this Ordinance.

Section 1.04 Interpretation.

(a) Unless the context requires otherwise, words of the masculine gender shall be construed to include correlative words of the feminine and neuter genders and vice versa, and

words of the singular number shall be construed to include correlative words of the plural number and vice versa.

(b) Any action required to be taken on a date which is not a Business Day shall be taken on the next succeeding Business Day and have the same effect as if taken on the date so required.

(c) This Ordinance and all the terms and provisions hereof shall be liberally construed to effectuate the purposes set forth herein and to sustain the validity of this Ordinance.

(d) References to section numbers shall mean sections in this Ordinance unless designated otherwise.

ARTICLE II

SECURITY FOR THE BONDS; INTEREST AND SINKING FUND

Section 2.01 Tax Levy.

(a) Pursuant to the authority granted by the Constitution and the laws of the State, there shall be levied and there is hereby levied for the current year and for each succeeding year hereafter while any part of the principal of the Bonds or any interest thereon is outstanding and unpaid, an ad valorem tax on all taxable property within the City, at a rate sufficient, within the limit prescribed by law, to pay the Debt Service requirements of the Bonds, being (i) the interest on the Bonds, and (ii) a sinking fund for their redemption at maturity or a sinking fund of two percent (2%) per annum (whichever amount is greater), when due and payable, full allowance being made for delinquencies and costs of collection.

(b) The ad valorem tax thus levied shall be assessed and collected each year against all taxable property appearing on the tax rolls of the City most recently approved in accordance with law, and the money thus collected shall be deposited as collected to the Interest and Sinking Fund.

(c) Said ad valorem tax, the collections therefrom, and all amounts on deposit in or required hereby to be deposited to the Interest and Sinking Fund are hereby pledged and committed irrevocably to the payment of the principal of and interest on the Bonds and related fees and expenses when and as due and payable in accordance with their terms and this Ordinance.

(d) To pay Debt Service on the Bonds coming due prior to receipt of the taxes levied to pay such Debt Service, there is hereby appropriated from current funds on hand, which are hereby certified to be on hand and available for such purpose, an amount sufficient to pay such Debt Service, and such amount shall be used for no other purpose.

Section 2.02 Interest and Sinking Fund.

(a) The City hereby establishes a special fund or account to be designated the "City of Tomball, Texas, General Obligation Refunding Bonds, Series 2019, Interest and Sinking

Fund" (the "Interest and Sinking Fund") said fund to be maintained at an official depository bank of the City separate and apart from all other funds and accounts of the City.

(b) Money on deposit in or required by this Ordinance to be deposited to the Interest and Sinking Fund shall be used solely for the purpose of paying the interest on and principal of the Bonds when and as due and payable in accordance with their terms and this Ordinance.

ARTICLE III

AUTHORIZATION; GENERAL TERMS AND PROVISIONS REGARDING THE BONDS

Section 3.01 Authorization.

The Bonds are hereby authorized to be issued and delivered in accordance with Chapter 1207, Texas Government Code, as amended. The Bonds shall be issued in a total aggregate principal amount not to exceed $12,830,000 for the purposes of refunding the Refunded Obligations and providing funds for the payment of costs of issuing the Bonds.

Section 3.02 Date, Denomination, Maturities, and Interest. The Bonds shall be dated the Dated Date as set forth in the Pricing Certificate, and shall be issued in fully registered form, without coupons.

(a) The Bonds shall be in the aggregate principal amount designated in the Pricing Certificate, shall be in the denomination of $5,000 principal amount or any integral multiple thereof and shall be numbered separately from R-1 upward, except the Initial Bond, which shall be numbered I-1.

(b) The Bonds shall mature on the dates and in the principal amounts and shall bear interest at the per annum rates set forth in the Pricing Certificate.

(c) Interest shall accrue and be paid on each Bond, respectively, until the principal amount thereof has been paid or provision for such payment has been made, from the later of (i) the Closing Date, or (ii) the most recent Interest Payment Date to which interest has been paid or provided for at the rate per annum for each respective maturity specified in the Pricing Certificate. Such interest shall be payable on each Interest Payment Date and shall be computed on the basis of a 360-day year of twelve 30-day months.

Section 3.03 Medium, Method and Place of Payment.

(a) Debt Service shall be paid in lawful money of the United States of America.

(b) Interest on each Bond shall be paid by check dated as of the Interest Payment Date, and sent United States mail, first class, postage prepaid, by the Paying Agent/Registrar to each Owner, as shown in the Register at the close of business on the Record Date, at the address of each such Owner as such appears in the Register or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be

paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements.

(c) The principal of each Bond shall be paid to the Owner thereof at Maturity upon presentation and surrender of such Bond at the Designated Payment/Transfer Office.

(d) If the date for the payment of Debt Service is not a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall for all purposes be deemed to have been made on the due date thereof as specified in this Section.

(e) In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a Special Record Date will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the Special Payment Date of the past due interest shall be sent at least five (5) Business Days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each Owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the last Business Day next preceding the date of mailing of such notice.

(f) Unclaimed Payments shall be segregated in a special account and held in trust, uninvested by the Paying Agent/Registrar, for the account of the Owner of the Bonds to which such Unclaimed Payments pertain. Subject to Title 6, Texas Property Code, Unclaimed Payments remaining unclaimed by the Owners entitled thereto for three (3) years after the applicable payment or redemption date shall be applied to the next payment or payments on the Bonds thereafter coming due and, to the extent any such money remains three (3) years after the retirement of all outstanding Bonds, such money shall be paid to the City to be used for any lawful purpose. Thereafter, neither the City, the Paying Agent/Registrar nor any other person shall be liable or responsible to any holders of such Bonds for any further payment of such unclaimed moneys or on account of any such Bonds, subject to Title 6, Texas Property Code.

Section 3.04 Execution and Registration of Bonds.

(a) The Bonds shall be executed on behalf of the City by the Mayor or Mayor Pro Tem and the City Secretary, by their manual or facsimile signatures, and the official seal of the City shall be impressed or placed in facsimile thereon. Such facsimile signatures on the Bonds shall have the same effect as if each of the Bonds had been signed manually and in person by each of said officers, and such facsimile seal on the Bonds shall have the same effect as if the official seal of the City had been manually impressed upon each of the Bonds.

(b) In the event that any officer of the City whose manual or facsimile signature appears on the Bonds ceases to be such officer before the authentication of such Bonds or before the delivery thereof, such signature nevertheless shall be valid and sufficient for all purposes as if such officer had remained in such office.

(c) Except as provided below, no Bond shall be valid or obligatory for any purpose or be entitled to any security or benefit of this Ordinance unless and until there appears thereon the Certificate of Paying Agent/Registrar substantially in the form provided herein, duly authenticated by manual execution by an officer or duly authorized signatory of the Paying

Agent/Registrar. It shall not be required that the same officer or authorized signatory of the Paying Agent/Registrar sign the certificate of Paying Agent/Registrar on all of the Bonds. In lieu of the executed certificate of Paying Agent/Registrar described above, the Initial Bond delivered at the Closing Date shall have attached thereto the Comptroller's Registration Certificate substantially in the form provided herein, manually executed by the Comptroller of Public Accounts of the State, or by her duly authorized agent, which certificate shall be evidence that the Bond has been duly approved by the Attorney General of the State, and that it is a valid and binding obligation of the City, and that it has been registered by the Comptroller of Public Accounts of the State.

(d) On the Closing Date, one Initial Bond representing the entire principal amount of the Bonds designated in the Pricing Certificate, payable in stated installments to the Initial Purchaser or its designee, executed by the manual or facsimile signatures of the Mayor or Mayor Pro Tem and the City Secretary or Deputy City Secretary, approved by the Attorney General of the State, and registered and manually signed by the Comptroller of Public Accounts of the State, will be delivered to the Initial Purchaser or its designee. Upon payment for the Initial Bond, the Paying Agent/Registrar shall cancel the Initial Bond and deliver registered definitive Bonds to DTC in accordance with Section 3.09 hereof. To the extent the Paying Agent/Registrar is eligible to participate in DTC's FAST System, as evidenced by an agreement between the Paying Agent/Registrar and DTC, the Paying Agent/Registrar shall hold the definitive Bonds in safekeeping for DTC.

Section 3.05 Ownership.

(a) The City, the Paying Agent/Registrar and any other person may treat the Owner as the absolute owner of such Bond for the purpose of making and receiving payment of the principal thereof, for the purpose of making and receiving payment of the interest thereon (subject to the provisions herein that the interest on the Bonds is to be paid to the person in whose name the Bond is registered on the Record Date or Special Record Date, as applicable), and for all other purposes, whether or not such Bond is overdue, and neither the City nor the Paying Agent/Registrar shall be bound by any notice or knowledge to the contrary.

(b) All payments made to the Owner of a Bond shall be valid and effectual and shall discharge the liability of the City and the Paying Agent/Registrar upon such Bond to the extent of the sums paid.

Section 3.06 Registration, Transfer and Exchange.

(a) So long as any Bonds remain outstanding, the City shall cause the Paying Agent/Registrar to keep at its Designated Payment/Transfer Office a bond register (the "Register") in which, subject to such reasonable regulations as it may prescribe, the Paying Agent/Registrar shall provide for the registration and transfer of Bonds in accordance with this Ordinance.

(b) The ownership of a Bond may be transferred only upon the presentation and surrender of the Bond to the Paying Agent/Registrar at the Designated Payment/Transfer Office

with such endorsement or other evidence of transfer acceptable to the Paying Agent/Registrar. No transfer of any Bond shall be effective until entered in the Register.

(c) The Bonds shall be exchangeable upon the presentation and surrender thereof at the Designated Payment/Transfer Office for a Bond or Bonds of the same maturity and interest rate and in any denomination or denominations of any integral multiple of $5,000, and in an aggregate principal amount equal to the unpaid principal amount of the Bonds presented for exchange.

(d) The Paying Agent/Registrar is hereby authorized to authenticate and deliver Bonds transferred or exchanged in accordance with this Section. A new Bond or Bonds will be delivered by the Paying Agent/Registrar, in lieu of the Bond being transferred or exchanged, at the Designated Payment/Transfer, or sent by United States mail, first class, postage prepaid, to the Owner or his designee. Each Bond delivered by the Paying Agent/Registrar in accordance with this Section shall constitute an original contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such Bond is delivered.

(e) No service charge shall be made to the Owner for the initial registration, any subsequent transfer, or exchange for a different denomination of any of the Bonds. The Paying Agent/Registrar, however, may require the Owner to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection with the registration, transfer or exchange of a Bond.

(f) Neither the City nor the Paying Agent/Registrar shall be required to issue, transfer or exchange any Bond called for redemption, in whole or in part, within forty-five (45) days prior to the date fixed for redemption; provided, however, such limitation of transfer shall not be applicable to an exchange by the Owner of the uncalled principal balance of a Bond.

Section 3.07 Cancellation. All Bonds paid or redeemed before Stated Maturity in accordance with this Ordinance, and all Bonds in lieu of which exchange Bonds or replacement Bonds are authenticated and delivered in accordance with this Ordinance, shall be cancelled upon the making of proper records regarding such payment, redemption, exchange or replacement. The Paying Agent/Registrar shall dispose of such cancelled Bonds in the manner required by the Securities Exchange Act of 1934, as amended.

Section 3.08 Replacement Bonds.

(a) Upon the presentation and surrender to the Paying Agent/Registrar of a mutilated Bond, the Paying Agent/Registrar shall authenticate and deliver in exchange therefor a replacement Bond of like maturity, interest and principal amount, bearing a number not contemporaneously outstanding. The City or the Paying Agent/Registrar may require the Owner of such Bond to pay a sum sufficient to cover any tax or other governmental charge that is authorized to be imposed in connection therewith and any other expenses connected therewith.

(b) In the event that any Bond is lost, apparently destroyed or wrongfully taken, the Paying Agent/Registrar, pursuant to the applicable laws of the State and in the absence of notice or knowledge that such Bond has been acquired by a bona fide purchaser, shall authenticate and

deliver a replacement Bond of like maturity, interest and principal amount, bearing a number not contemporaneously outstanding, provided that the Owner first complies with the following requirements:

(i) furnishes to the Paying Agent/Registrar satisfactory evidence of his or her ownership of and the circumstances of the loss, destruction or theft of such Bond;

(ii) furnishes such security or indemnity as may be required by the Paying Agent/Registrar and the City to save them harmless;

(iii) pays all expenses and charges in connection therewith, including, but not limited to, printing costs, legal fees, fees of the Paying Agent/Registrar, and any tax or other governmental charge that is authorized to be imposed; and

(iv) satisfies any other reasonable requirements imposed by the City and the Paying Agent/Registrar.

(c) If, after the delivery of such replacement Bond, a bona fide purchaser of the original Bond in lieu of which such replacement Bond was issued presents for payment such original Bond, the City and the Paying Agent/Registrar shall be entitled to recover such replacement Bond from the person to whom it was delivered or any person taking therefrom, except a bona fide purchaser, and shall be entitled to recover upon the security or indemnity provided therefor to the extent of any loss, damage, cost, or expense incurred by the City or the Paying Agent/Registrar in connection therewith.

(d) In the event that any such mutilated, lost, apparently destroyed, or wrongfully taken Bond has become or is about to become due and payable, the Paying Agent/Registrar, in its discretion, instead of issuing a replacement Bond, may pay such Bond if it has become due and payable or may pay such Bond when it becomes due and payable.

(e) Each replacement Bond delivered in accordance with this Section shall constitute an original additional contractual obligation of the City and shall be entitled to the benefits and security of this Ordinance to the same extent as the Bond or Bonds in lieu of which such replacement Bond is delivered.

Section 3.09 Book-Entry Only System.

(a) Unless otherwise specified in the Pricing Certificate, the definitive Bonds shall be initially issued in the form of a separate fully registered Bond for each of the maturities thereof. Upon initial issuance, the ownership of each such Bond shall be registered in the name of Cede & Co., as nominee of DTC, and except as provided in Section 3.10 hereof, all of the outstanding Bonds shall be registered in the name of Cede & Co., as nominee of DTC.

(b) With respect to Bonds registered in the name of Cede & Co., as nominee of DTC, the City and the Paying Agent/Registrar shall have no responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Bonds, except as provided in this Ordinance. Without limiting the immediately preceding sentence, the City and the Paying Agent/Registrar shall have no responsibility or obligation with

respect to (i) the accuracy of the records of DTC, Cede & Co. or any DTC Participant with respect to any ownership interest in the Bonds, (ii) the delivery to any DTC Participant or any other person, other than an Owner of any notice with respect to the Bonds, or (iii) the payment to any DTC Participant or any other person, other than an Owner of any amount with respect to principal of or interest on the Bonds. Notwithstanding any other provision of this Ordinance to the contrary, the City and the Paying Agent/Registrar shall be entitled to treat and consider the person in whose name each Bond is registered in the Register as the absolute owner of such Bond for the purpose of payment of principal of, premium, if any, and interest on the Bonds for the purpose of giving notices with respect to such Bond, and other matters with respect to such Bond, for the purpose of registering transfer with respect to such Bond, and for all other purposes whatsoever. The Paying Agent/Registrar shall pay all principal of and interest on the Bonds only to or upon the order of the respective Owners, as shown in the Register, as provided in this Ordinance, or their respective attorneys duly authorized in writing, and all such payments shall be valid and effective to fully satisfy and discharge the City's obligations with respect to payment of premium, if any, principal and interest on the Bonds to the extent of the sum or sums so paid. No person other than an Owner, as shown in the Register, shall receive a Bond evidencing the obligation of the City to make payments of amounts due pursuant to this Ordinance. Upon delivery by DTC to the Paying Agent/Registrar of written notice to the effect that DTC has determined to substitute a new nominee in place of Cede & Co., and subject to the provisions of this Ordinance with respect to interest payments being mailed to the Owner as shown on the Register on the Record Date, the word "Cede & Co." in this Ordinance shall refer to such new nominee of DTC.

(c) The Representation Letter previously executed and delivered by the City, and applicable to the City's obligations delivered in book-entry-only form to DTC as securities depository, is hereby ratified and approved for the Bonds.

Section 3.10 Successor Securities Depository; Transfer Outside Book-Entry Only System.

In the event that the City determines that it is in the best interest of the City and of the beneficial owners of the Bonds that they be able to obtain certificated Bonds, or in the event DTC discontinues the services described herein, the City or the Paying Agent/Registrar shall (i) appoint a successor securities depository, qualified to act as such under Section 17(a) of the Securities Exchange Act of 1934, as amended, notify DTC and DTC Participants of the appointment of such successor securities depository and transfer one or more separate Bonds to such successor securities depository; or (ii) notify DTC and DTC Participants of the availability through DTC of certificated Bonds and cause the Paying Agent/Registrar to transfer one or more separate registered Bonds to DTC Participants having Bonds credited to their DTC accounts. In such event, the Bonds shall no longer be restricted to being registered in the Register in the name of Cede & Co., as nominee of DTC, but may be registered in the name of the successor securities depository, or its nominee, or in whatever name or names Owners transferring or exchanging Bonds shall designate, in accordance with the provisions of this Ordinance.

Section 3.11 Payments to Cede & Co.

Notwithstanding any other provision of this Ordinance to the contrary, so long as any Bonds are registered in the name of Cede & Co., as nominee of DTC, all payments with respect to principal of, premium, if any, and interest on such Bonds, and all notices with respect to such Bonds, shall be made and given, respectively, in the manner provided in the Representation Letter of the City to DTC.

ARTICLE IV

REDEMPTION OF BONDS BEFORE MATURITY

Section 4.01 Limitation on Redemption.

The Bonds shall be subject to redemption before Stated Maturity only as provided in this Article IV and in the Pricing Certificate.

Section 4.02 Optional Redemption.

The Bonds shall be subject to redemption at the option of the City at such times, in such amounts, in such manner and at such redemption prices as may be designated in the Pricing Certificate.

Section 4.03 Mandatory Redemption.

(a) The Bonds designated as "Term Bonds" in the Pricing Certificate ("Term Bonds"), if any, are subject to scheduled mandatory redemption and will be redeemed by the City, in part, at a price equal to the principal amount thereof, without premium, plus accrued interest to the redemption date, out of moneys available for such purpose in the Interest and Sinking Fund, on the dates and in the respective principal amounts as set forth in the Pricing Certificate.

(b) Prior to each scheduled mandatory redemption date, the Paying Agent/Registrar shall select for redemption by lot, or by any other customary method that results in a random selection, a principal amount of Term Bonds equal to the aggregate principal amount of such Term Bonds to be redeemed, shall call such Term Bonds for redemption on such scheduled mandatory redemption date, and shall give notice of such redemption, as provided in Section 4.05.

(c) The principal amount of the Term Bonds required to be redeemed on any redemption date pursuant to subparagraph (a) of this Section 4.03 shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.

Section 4.04 Partial Redemption.

(a) If less than all of the Bonds are to be redeemed pursuant to Section 4.02, the City shall determine the maturities (or mandatory sinking fund payment with respect to Term Bonds, if any) and the principal amount thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot or any other customary random selection method such Bonds for redemption.

(b) A portion of a single Bond of a denomination greater than $5,000 may be redeemed, but only in a principal amount equal to $5,000 or any integral multiple thereof. The Paying Agent/Registrar shall treat each $5,000 portion of such Bond as though it were a single Bond for purposes of selection for redemption.

(c) Upon surrender of any Bond for redemption in part, the Paying Agent/Registrar, in accordance with Section 3.06 of this Ordinance, shall authenticate and deliver exchange Bonds in an aggregate principal amount equal to the unredeemed principal amount of the Bond so surrendered, such exchange being without charge.

Section 4.05 Notice of Redemption to Owners.

(a) The Paying Agent/Registrar shall give notice of any redemption of Bonds by sending notice by United States mail, first class, postage prepaid, not less than thirty (30) days before the date fixed for redemption, to the Owner of each Bond (or part thereof) to be redeemed, at the address shown on the Register at the close of business on the Business Day next preceding the date of mailing such notice.

(b) The notice shall state the redemption date, the redemption price, the place at which the Bonds are to be surrendered for payment, and, if less than all the Bonds outstanding are to be redeemed, an identification of the Bonds or portions thereof to be redeemed.

(c) The City reserves the right to give notice of its election or direction to redeem Bonds under Section 4.02 conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date or (ii) that the City retains the right to rescind such notice at any time prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bonds subject to conditional redemption where redemption has been rescinded shall remain outstanding and the rescission of such redemption shall not constitute an event of default.

(d) Any notice given as provided in this Section shall be conclusively presumed to have been duly given, whether or not the Owner receives such notice.

Section 4.06 Payment Upon Redemption.

(a) Before or on each redemption date, the City shall deposit with the Paying Agent/Registrar money sufficient to pay all amounts due on the redemption date and the Paying Agent/Registrar shall make provision for the payment of the Bonds to be redeemed on such date by setting aside and holding in trust such amounts as are received by the Paying Agent/Registrar from the City and shall use such funds solely for the purpose of paying the principal of, redemption premium, if any, and accrued interest on the Bonds being redeemed.

(b) Upon presentation and surrender of any Bond called for redemption to the Paying Agent/Registrar on or after the date fixed for redemption, the Paying Agent/Registrar shall pay the principal of, redemption premium, if any, and accrued interest on such Bond to the date of redemption from the money set aside for such purpose.

Section 4.07 Effect of Redemption.

(a) When Bonds have been called for redemption in whole or in part and due provision has been made to redeem same as herein provided, the Bonds or portions thereof so redeemed shall no longer be regarded as outstanding except for the purpose of receiving payment solely from the funds so provided for redemption, and the rights of the Owners to collect interest which would otherwise accrue after the redemption date on any Bond or portion thereof called for redemption shall terminate on the date fixed for redemption.

(b) If the City shall fail to make provision for payment of all sums due on a redemption date, then any Bond or portion thereof called for redemption shall continue to bear interest at the rate stated on the Bond until due provision is made for the payment of same by the City.

Section 4.08 Lapse of Payment.

Money set aside for the redemption of the Bonds and remaining unclaimed by the Owners thereof shall be subject to the provisions of Section 3.03(f) hereof.

ARTICLE V

PAYING AGENT/REGISTRAR

Section 5.01 Appointment of Initial Paying Agent/Registrar.

(a) The Bank of New York Mellon Trust Company, N.A. is hereby appointed the initial Paying Agent/Registrar for the Bonds.

(b) The Paying Agent/Registrar shall keep such books or records and make such transfers and registrations under such reasonable regulations as the City and the Paying Agent/Registrar may prescribe; and the Paying Agent/Registrar shall make such transfer and registrations as herein provided. It shall be the duty of the Paying Agent/Registrar to obtain from the Owners and record in the Register the address of such Owner of each Bond to which payments with respect to the Bonds shall be mailed, as provided herein. The City or its designee

shall have the right to inspect the Register during regular business hours of the Paying Agent/Registrar, but otherwise the Paying Agent/Registrar shall keep the Registration Books confidential and, unless otherwise required by law, shall not permit its inspection by any other entity.

(c) The City hereby further appoints the Paying Agent/Registrar to act as the paying agent for paying the principal of and interest on the Bonds. The Paying Agent/Registrar shall keep proper records of all payments made by the City and the Paying Agent/Registrar with respect to the Bonds, and of all conversions, exchanges and replacements of such Bonds, as provided in this Ordinance.

(d) The Authorized Officer is hereby authorized and directed to execute and deliver or cause the execution and delivery by the Mayor or the Mayor Pro Tem and the City Secretary or Deputy City Secretary of the City, a Paying Agent/Registrar Agreement, specifying the duties and responsibilities of the City and the Paying Agent/Registrar. The City hereby approves the form of Paying Agent/Registrar Agreement.

Section 5.02 Qualifications.

Each Paying Agent/Registrar shall be a commercial bank or trust company organized under the laws of the State, or any other entity duly qualified and legally authorized to serve as and perform the duties and services of paying agent and registrar for the Bonds.

Section 5.03 Maintaining Paying Agent/Registrar.

(a) At all times while any of the Bonds are outstanding, the City will maintain a Paying Agent/Registrar that is qualified under Section 5.02 of this Ordinance.

(b) If the Paying Agent/Registrar resigns or otherwise ceases to serve as such, the City will promptly appoint a replacement, provided no such resignation shall be effective until a successor Paying Agent/Registrar has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.04 Termination.

The City reserves the right to terminate the appointment of any Paying Agent/Registrar by (i) delivering to the entity whose appointment is to be terminated forty-five (45) days' written notice of the termination of the appointment and of the Paying Agent/Registrar Agreement, stating the effective date of such termination, and (ii) appointing a successor Paying Agent/Registrar; provided that, no such termination shall be effective until a successor Paying Agent/Registrar has been appointed and has accepted the duties of Paying Agent/Registrar for the Bonds.

Section 5.05 Notice of Change to Owners.

Promptly upon each change in the entity serving as Paying Agent/Registrar, the City will cause notice of the change to be sent to each Owner by first class United States mail, postage

prepaid, at the address thereof in the Register, stating the effective date of the change and the name and mailing address of the replacement Paying Agent/Registrar.

Section 5.06 Agreement to Perform Duties and Functions.

By accepting the appointment as Paying Agent/Registrar, and by executing the Paying Agent/Registrar Agreement, the Paying Agent/Registrar is deemed to have agreed to the provisions of this Ordinance and that it will perform the duties and functions of Paying Agent/Registrar prescribed herein.

Section 5.07 Delivery of Records to Successor.

The Paying Agent/Registrar, promptly upon the appointment of a successor, will deliver the Register (or a copy thereof) and all other pertinent books and records relating to the Bonds to the successor Paying Agent/Registrar.

ARTICLE VI

FORM OF THE BONDS

Section 6.01 Form Generally.

(a) The Bonds, including the Registration Certificate of the Comptroller of Public Accounts of the State to accompany the Initial Bond, the Certificate of the Paying Agent/Registrar, and the Assignment form which shall accompany, appear on or be attached or affixed to each of the Bonds, (i) shall be substantially in the form set forth in the form of the Pricing Certificate attached hereto as Exhibit A, with such appropriate insertions, omissions, substitutions, and other variations as may be necessary or desirable and not prohibited by this Ordinance and the Pricing Certificate, and (ii) may have such letters, numbers, or other marks of identification (including identifying numbers and letters of the Committee on Uniform Securities Identification Procedures of the American Bankers Association) and such legends and endorsements (including any legend relating to bond insurance for the Bonds or reproduction of an opinion of counsel) as, consistently herewith, may be determined by the Authorized Officer or by the officers executing such Bonds, as evidenced by their execution thereof.

(b) Any portion of the text of any Bonds may be set forth on the reverse side thereof, with an appropriate reference thereto on the face of the Bonds.

(c) The definitive Bonds shall be typewritten, photocopied, printed, lithographed, or engraved, and may be produced by any combination of these methods or produced in any other similar manner, all as determined by the officers executing such Bonds, as evidenced by their execution thereof.

(d) The Initial Bond submitted to the Attorney General of the State may be typewritten and photocopied or otherwise reproduced.

Section 6.02 Form of Bond.

The form of the Bonds, including the form of the Registration Certificate of the Comptroller of Public Accounts of the State of Texas, the form of Certificate of the Paying Agent/Registrar and the form of Assignment appearing on the Bonds, shall be substantially as set forth in the form of Pricing Certificate attached hereto as Exhibit A.

Section 6.03 CUSIP Registration.

The City may secure identification numbers through the CUSIP Global Services, which is managed on behalf of the American Bankers Association by S&P Global Market Intelligence, or another entity that provides securities identification numbers for municipal securities, and may print such numbers on the face of the Bonds. It is expressly provided, however, that the presence or absence of CUSIP numbers on the Bonds or any errors or omissions in the printing of such number shall be of no significance or effect in regard to the legality thereof and neither the City nor Bond Counsel to the City are to be held responsible for CUSIP numbers incorrectly printed on the Bonds.

Section 6.04 Legal Opinion.

The approving legal opinion of Bond Counsel may be attached to or printed on the reverse side of each Bond.

Section 6.05 Bond Insurance.

If bond insurance is obtained by the Initial Purchaser, the Bonds may bear an appropriate legend as provided by the insurer.

ARTICLE VII

DELEGATION OF AUTHORITY, SALE AND DELIVERY OF BONDS, DEPOSIT OF PROCEEDS

Section 7.01 Sale of Bonds; Deposit of Proceeds; Official Statement.

(a) The Bonds shall be sold to the Initial Purchaser in accordance with the terms of this Ordinance. As authorized by Chapter 1207, the Authorized Officer is authorized to act on behalf of the City in selling and delivering the Bonds and in carrying out the other procedures specified in this Ordinance, including determining the price at which each of the Bonds will be sold, the number and designation of each series or subseries of Bonds to be issued, whether such series of Bonds will be designated as qualified tax exempt obligations, the form in which the Bonds shall be issued, the years and dates on which the Bonds will mature, the principal amount to mature in each of such years, the aggregate principal amount of the Bonds to be issued by the City, the rate of interest to be borne by each maturity of the Bonds, the Interest Payment Dates, the Record Date, the dates, prices and terms upon and at which the Bonds shall be subject to redemption prior to maturity at the option of the City and shall be subject to mandatory sinking fund redemption, the final defeasance provisions, the designation of the Refunded Obligations from the Schedule of Refunded Obligation Candidates attached hereto as Schedule I, the

selection of an escrow agent, if any, the designation of a verification agent, if any, and all other matters relating to the issuance, sale and delivery of the Bonds and including the refunding of the Refunded Obligations, all of which shall be specified in the Pricing Certificate; provided that the following conditions can be satisfied:

(i) the total price to be paid for the Bonds shall not be less than 95% of the aggregate original principal amount of the Bonds plus accrued interest thereon from their date to their delivery;

(ii) the true interest cost for the Bonds shall not be a rate greater than 4.50%, which amount is less than the maximum rate allowed by Chapter 1204, Texas Government Code, as amended;

(iii) the aggregate principal amount of the Bonds authorized to be issued for the purposes described in Section 3.01 shall not exceed the maximum par amount described in Section 3.01;

(iv) the refunding of the Refunded Obligations shall produce a present value debt service of at least 4.00% of the principal amount of the Refunded Obligations, as shown by a table of calculations prepared by the City's financial advisor and attached to the Pricing Certificate; and

(v) no Bond shall mature later than the latest maturity of the Refunded Obligations.

(b) The Authorized Officer is authorized to award the sale of the Bonds to the purchaser submitting a bid form conforming to the specification set forth in the Notice of Sale which produces the lowest true interest cost to the City. All officers, agents and representatives of the City are hereby authorized to do any and all things necessary or desirable to satisfy the conditions set out therein and to provide for the issuance and delivery of the Bonds. The Initial Bond shall initially be registered in the name of the Initial Purchaser, as applicable, or such other entity as may be specified in the Pricing Certificate.

(c) The authority granted to the Authorized Officer under Sections 7.01(a) and 7.01(c) shall expire at 11:59 p.m. on a date 180 days from the date of this Ordinance, unless otherwise extended by the City by separate action.

(d) The Authorized Officer and all other officers of the City are authorized to take such actions, to obtain such consents or approvals and to execute such documents, agreements, certificates and receipts as they may deem necessary and appropriate in order to consummate the delivery of the Bonds, pay the costs of issuance of the Bonds, and effectuate the terms and provisions of this Ordinance.

(e) The City hereby approves the Preliminary Official Statement and a Notice of Sale for the use in the initial offering and sale of the Bonds, with such addenda, supplements or amendments as may be approved by the Authorized Officer as evidenced by a certificate of the Authorized Officer. The City hereby authorizes the distribution of the Notice of Sale and the Preliminary Official Statement prepared for the use in the initial offering and sale of the Bonds

and authorizes the Authorized Officer to deem the Preliminary Official Statement (with such addenda, supplements or amendments as may be approved by the Authorized Officer), final within the meaning and for the purposes of paragraph (b)(1) of Rule 15c2-12 under the Securities Exchange Act of 1934 on behalf of the City. The City hereby authorizes the preparation of a final Official Statement reflecting the terms of the winning bid form and other relevant information. The use of such final Official Statement by the Initial Purchaser (in the form and with which such appropriate variations as shall be approved by the Authorized Officer and the Initial Purchaser), is hereby approved and authorized, and if required, the proper officials of the City are authorized to sign such Official Statement. The proper officials of the City are authorized to execute and deliver a certificate pertaining to such Official Statement as prescribed therein, dated as of the date of payment for and delivery of the Bonds.

Section 7.02 Deposit of Proceeds; Transfer of Funds.

Proceeds from the sale of the Bonds, together with other funds of the City, if any, shall, promptly upon receipt by the City, be applied as set out in the Pricing Certificate. Any proceeds remaining after the accomplishment of such purposes, including interest earnings on the investment of such proceeds, shall be deposited to the Interest and Sinking Fund.

Section 7.03 Control and Delivery of Bonds.

(a) The Mayor is hereby authorized to have control of the Initial Bond and all necessary records and proceedings pertaining thereto pending investigation, examination, and approval of the Attorney General of the State, registration by the Comptroller of Public Accounts of the State and registration with, and initial exchange or transfer by, the Paying Agent/Registrar.

(b) After registration by the Comptroller of Public Accounts of the State, delivery of the Bonds shall be made to the Initial Purchaser under and subject to the general supervision and direction of the Authorized Officer, against receipt by the City of all amounts due to the City under the terms of sale.

(c) All officers of the City are authorized to execute such documents, certificates and receipts and to make such elections with respect to the tax-exempt status of the Bonds, as they may deem necessary to consummate the delivery of the Bonds.

ARTICLE VIII

REPRESENTATIONS AND COVENANTS

Section 8.01 Payment of the Bonds.

On or before each date on which principal, premium, if any, or interest is due on the Bonds, there shall be made available to the Paying Agent/Registrar, out of the Interest and Sinking Fund, money sufficient to pay such principal, premium, if any, or interest when due.

Section 8.02 Other Representations and Covenants.

(a) The City will faithfully perform at all times any and all covenants, undertakings, stipulations, and provisions contained in this Ordinance and in each Bond; the City will promptly pay or cause to be paid the principal of and interest on each Bond on the dates and at the places and manner prescribed in such Bond; and the City will, at the times and in the manner prescribed by this Ordinance, deposit or cause to be deposited the amounts of money specified by this Ordinance.

(b) The City is duly authorized under the laws of the State to issue the Bonds; all action on its part for the creation and issuance of the Bonds has been or will be duly and effectively taken; and the Bonds in the hands of the Owners thereof are and will be valid and enforceable obligations of the City in accordance with their terms.

ARTICLE IX

PROVISIONS CONCERNING FEDERAL INCOME TAX MATTERS

Section 9.01 General.

The City covenants not to take any action or omit to take any action that, if taken or omitted would cause the interest on the Bonds to be includable in gross income, for federal income tax purposes. In furtherance thereof, the City covenants to comply with sections 103 and 141 through 150 of the Code and the provisions set forth in the Federal Tax Certificate executed by the City in connection with the Bonds.

Section 9.02 No Private Activity Bonds.

The City covenants that it will use the proceeds of the Bonds (including investment income) and the property financed, directly or indirectly, with such proceeds so that the Bonds will not be "private activity bonds" within the meaning of section 141 of the Code. Furthermore, the City will not take a deliberate action (as defined in section 1.141-2(d)(3) of the Regulations) that causes the Bonds to be a "private activity bond" unless it takes a remedial action permitted by section 1.141-12 of the Regulations.

Section 9.03 No Federal Guarantee.

The City covenants not to take any action or omit to take any action that, if taken or omitted, would cause the Bonds to be "federally guaranteed" within the meaning of section 149(b) of the Code, except as permitted by section 149(b)(3) of the Code.

Section 9.04 No Hedge Bonds.

The City covenants not to take any action or omit to take action that, if taken or omitted, would cause the Bonds to be "hedge bonds" within the meaning of section 149(g) of the Code.

Section 9.05 No Arbitrage Bonds.

The City covenants that it will make such use of the proceeds of the Bonds (including investment income) and regulate the investment of such proceeds of the Bonds so that the Bonds will not be "arbitrage bonds" within the meaning of section 148(a) of the Code.

Section 9.06 Arbitrage Rebate.

The City covenants that, if the City does not qualify for an exception to the requirements of section 148(f) of the Code , the City will comply with the requirement that certain amounts earned by the City on the investment of the gross proceeds of the Bonds, be rebated to the United States.

Section 9.07 Information Reporting.

The City covenants to file or cause to be filed with the Secretary of the Treasury an information statement concerning the Bonds in accordance with section 149(e) of the Code.

Section 9.08 Record Retention.

The City covenants to retain all material records relating to the expenditure of the proceeds (including investment income) of the Refunded Obligations and the Bonds and the use of the property financed, directly or indirectly, thereby until three years after the last Bond is redeemed or paid at maturity (or such other period as provided by subsequent guidance issued by the Department of the Treasury) in a manner that ensures their complete access throughout such retention period.

Section 9.09 Registration.

The Bonds will be issued in registered form.

Section 9.10 Favorable Opinion of Bond Counsel.

Notwithstanding the foregoing, the City will not be required to comply with any of the federal tax covenants set forth above if the City has received an opinion of nationally recognized bond counsel that such noncompliance will not adversely affect the excludability of interest on the Bonds from gross income for federal income tax purposes.

Section 9.11 Continuing Compliance.

Notwithstanding any other provision of this Ordinance, the City's obligations under the federal tax covenants set forth above will survive the defeasance and discharge of the Bonds for as long as such matters are relevant to the excludability of interest on the Bonds from gross income for federal income tax purposes.

Section 9.12 Official Intent.

For purposes of section 1.150-2(d) of the Regulations, to the extent that an official intent to reimburse has not previously been adopted by the City, this Ordinance serves as the City's official declaration of intent to use proceeds of the Bonds to reimburse itself from proceeds of the Bonds issued in the maximum amount for certain expenditures paid in connection with the projects set forth herein. Any such reimbursement will only be made (i) for an original expenditure paid no earlier than 60 days prior to the date hereof and (ii) not later than 18 months after the later of (A) the date the original expenditure is paid or (B) the date of with the project to which such expenditure relates is placed in service or abandoned, but in to event more than three years after the original expenditure is paid.

ARTICLE X

DISCHARGE

Section 10.01 Discharge.

The Bonds may be refunded, discharged or defeased in any manner now or hereafter permitted by applicable law.

ARTICLE XI

CONTINUING DISCLOSURE UNDERTAKING

Section 11.01 Annual Reports.

(a) The City shall provide annually to the MSRB, (i) within six (6) months after the end of each Fiscal Year of the City ending in or after 2020, financial information and operating data with respect to the City of the general type included in the Official Statement, being the information described in the Pricing Certificate, and including financial statements of the City if audited financial statements of the City are then available, and (ii) if not provided as part such financial information and operating data, audited financial statements of the City, when and if available. Any financial statements so to be provided shall be (i) prepared in accordance with the accounting principles described in the rules to the financial statements for the most recently concluded Fiscal Year, or such other accounting principles as the City may be required to employ, from time to time, by State law or regulation, and (ii) audited, if the City commissions an audit of such statements and the audit is completed within the period during which they must be provided. If the audit of such financial statements is not complete within 12 months after any such fiscal year end, then the City shall file unaudited financial statements within such 12-month period and audited financial statements for the applicable fiscal year, when and if the audit report on such financial statements becomes available.

(b) If the City changes its Fiscal Year, it will notify the MSRB of the change (and of the date of the new Fiscal Year end) prior to the next date by which the City otherwise would be required to provide financial information and operating data pursuant to this Section.

(c) The financial information and operating data to be provided pursuant to this Section may be set forth in full in one or more documents or may be included by specific reference to any document (including an official statement or other offering document), if it is available to the public on the MSRB's Internet website or has been filed with the SEC. The financial information or operating data shall be provided in an electronic format as prescribed by the MSRB.

Section 11.02 Event Notices.

(a) The City shall provide the following to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner not in excess of ten (10) business days after the occurrence of the event, notice of any of the following events with respect to the Bonds:

(1) Principal and interest payment delinquencies;

(2) Non-payment related defaults, if material;

(3) Unscheduled draws on debt service reserves reflecting financial difficulties;

(4) Unscheduled draws on credit enhancements reflecting financial difficulties;

(5) Substitution of credit or liquidity providers, or their failure to perform;

(6) Adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax status of the Bonds, or other material events affecting the tax status of the Bonds;

(7) Modifications to rights of the holders of the Bonds, if material;

(8) Bond calls, if material, and tender offers;

(9) Defeasances;

(10) Release, substitution, or sale of property securing repayment of the Bonds, if material;

(11) Rating changes;

(12) Bankruptcy, insolvency, receivership or similar event of the City;

Note to paragraph 12: For the purposes of the event identified in paragraph 12 of this section, the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the City in a proceeding under the U.S. Bankruptcy Code or in

any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the City, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan of reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the City.

(13) The consummation of a merger, consolidation, or acquisition involving the City or the sale of all or substantially all of the assets of the City, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material;

(14) Appointment of successor or additional trustee or the change of name of a trustee, if material;

(15) Incurrence of a Financial Obligation of the City, if material, or agreement to covenants, events of default, remedies, priority rights, or other similar terms of a Financial Obligation of the City, any of which affect security holders, if material; and

(16) Default, event of acceleration, termination event, modification of terms, or other similar events under the terms of a Financial Obligation of the City, any of which reflect financial difficulties.

Note to paragraphs (15) and (16): For purposes of the events identified in paragraphs (15) and (16) of this section and in the definition of Financial Obligation in Section 1.1, the City intends the words used in such paragraphs to have the meanings ascribed to them in SEC Release No. 34-83885 dated August 20, 2018 (the "2018 Release") and any further written guidance provided by the SEC or its staff with respect to the amendments to the Rule effected by the 2018 Release.

(b) The City shall provide to the MSRB, in an electronic format as prescribed by the MSRB, in a timely manner, notice of a failure by the City to provide required annual financial information and operating data in accordance with Section 11.01. All documents provided to the MSRB pursuant to this section shall be accompanied by identifying information as prescribed by the MSRB.

Section 11.03 Limitations, Disclaimers and Amendments.

(a) The City shall be obligated to observe and perform the covenants specified in this Article for so long as, but only for so long as, the City remains an "obligated person" with

respect to the Bonds within the meaning of the Rule, except that the City in any event will give notice of any deposit that causes Bonds no longer to be outstanding.

(b) The provisions of this Article are for the sole benefit of the Owners and beneficial owners of the Bonds, and nothing in this Article, express or implied, shall give any benefit or any legal or equitable right, remedy, or claim hereunder to any other person. The City undertakes to provide only the financial information, operating data, financial statements, and notices which it has expressly agreed to provide pursuant to this Article and does not hereby undertake to provide any other information that may be relevant or material to a complete presentation of the City's financial results, condition, or prospects or hereby undertake to update any information provided in accordance with this Article or otherwise, except as expressly provided herein. The City does not make any representation or warranty concerning such information or its usefulness to a decision to invest in or sell Bonds at any future date.

UNDER NO CIRCUMSTANCES SHALL THE CITY BE LIABLE TO THE OWNER OR BENEFICIAL OWNER OF ANY BOND OR ANY OTHER PERSON, IN CONTRACT OR TORT, FOR DAMAGES RESULTING IN WHOLE OR IN PART FROM ANY BREACH BY THE CITY, WHETHER NEGLIGENT OR WITH OR WITHOUT FAULT ON ITS PART, OF ANY COVENANT SPECIFIED IN THIS ARTICLE, BUT EVERY RIGHT AND REMEDY OF ANY SUCH PERSON, IN CONTRACT OR TORT, FOR OR ON ACCOUNT OF ANY SUCH BREACH SHALL BE LIMITED TO AN ACTION FOR MANDAMUS OR SPECIFIC PERFORMANCE.

(c) No default by the City in observing or performing its obligations under this Article shall comprise a breach of or default under the Ordinance for purposes of any other provisions of this Ordinance.

(d) Nothing in this Article is intended or shall act to disclaim, waive, or otherwise limit the duties of the City under federal and state securities laws.

(e) The provisions of this Article may be amended by the City from time to time to adapt to changed circumstances that arise from a change in legal requirements, a change in law, or a change in the identity, nature, status, or type of operations of the City, but only if (1) the provisions of this Article, as so amended, would have permitted an underwriter to purchase or sell Bonds in the primary offering of the Bonds in compliance with the Rule, taking into account any amendments or interpretations of the Rule to the date of such amendment, as well as such changed circumstances, and (2) either (A) the Owners of a majority in aggregate principal amount of the outstanding Bonds consent to such amendment or (B) a person that is unaffiliated with the City (such as nationally recognized bond counsel) determines that such amendment will not materially impair the interests of the Owners and beneficial owners of the Bonds. The City may also repeal or amend the provisions of this Section if the SEC amends or repeals the applicable provisions of the Rule or any court of final jurisdiction enters judgment that such provisions of the Rule are invalid, and the City also may amend the provisions of this Section in its discretion in any other manner or circumstance, but in either case only if and to the extent that the provisions of this sentence would not have prevented an underwriter from lawfully purchasing or selling the Bonds in the primary offering of the Bonds, giving effect to (a) such provisions as so amended and (b) any amendments or interpretations of the Rule. If the City so

amends the provisions of this Article, the City shall include with any amended financial information or operating data next provided in accordance with this Article an explanation, in narrative form, of the reasons for the amendment and of the impact of any change in the type of financial information or operating data so provided.

Section 11.04 Amendments to the Rule.

In the event the Authorized Officer, in consultation with Bond Counsel and the City's financial advisor, determines that it is necessary or desirable to amend the provisions of this Article XI in order to facilitate compliance with amendments to the Rule and related guidance from the SEC, the Authorized Officer may make such changes in the Pricing Certificate for the Bonds, and such amendments are hereby authorized and shall be deemed effective as set forth in the Pricing Certificate.

ARTICLE XII

APPROVAL OF ESCROW AGREEMENT AND RELATED PROVISIONS

Section 12.01 Subscription for Securities.

The Authorized Officer is authorized to make necessary arrangements for and to execute such documents and agreements in connection with the purchase of the Escrow Securities required by and referenced in the Escrow Agreement, if any, as may be necessary for the Escrow Fund and the application for the acquisition of the Escrow Securities is hereby approved and ratified.

Section 12.02 Approval of Escrow Agreement; Deposit with Paying Agent for Refunded Obligations.

The Authorized Officer is hereby authorized to execute and deliver, or cause the execution and delivery by the Mayor or Mayor Pro Tem and the City Secretary of the City, an Escrow Agreement, having such terms and provisions as are approved by the Authorized Officer as evidenced by his execution thereof or the execution thereof by other appropriate City officials. Alternatively, the Authorized Officer may elect to deposit directly with the paying agent for the Refunded Obligations the proceeds of the Bonds, together with other available funds, in an amount sufficient to provide for the payment or redemption of the Refunded Obligations and is hereby authorized to execute and deliver a deposit agreement in connection with such deposits if necessary in connection with such deposits.

Section 12.03 Redemption and Defeasance of Refunded Obligations.

Following the deposit to the Escrow Fund or with the paying agent /registrar for the Refunded Obligations, the Refunded Obligations shall be payable solely from and secured by the cash and securities on deposit in the Escrow Fund or such other fund held by the paying agent/registrar for the Refunded Obligations for the purpose of refunding the Refunded Obligations and shall cease to be payable from ad valorem taxes. The Refunded Obligations are hereby called for redemption prior to maturity on the dates and at the redemption prices set forth in the Pricing Certificate. The City Secretary is hereby authorized and directed to cause to be

delivered to the paying agent/registrar for the Refunded Obligations a certified copy of this Ordinance and a copy of the Pricing Certificate calling the Refunded Obligations for redemption. The delivery of this Ordinance and the Pricing Certificate to the paying agent/registrar for the Refunded Obligations shall constitute the giving of notice of redemption to the paying agent/registrar for the Refunded Obligations, and such paying agent/registrar is hereby authorized and directed to give notice of redemption to the owners and to the insurers of the Refunded Obligations, if applicable, in accordance with the requirements of the respective ordinances authorizing the issuance thereof.

ARTICLE XIII

MISCELLANEOUS

Section 13.01 Changes to Ordinance. Bond Counsel is hereby authorized to make changes to the terms of this Ordinance if necessary or desirable to carry out the purposes hereof or in connection with the approval of the issuance of the Bonds by the Attorney General of the State.

Section 13.02 Related Matters. To satisfy in a timely manner all of the City's obligations under this Ordinance, the Mayor, the City Secretary, any Authorized Officer and all other appropriate officers and agents of the City are hereby authorized and directed to do any and all things necessary and/or convenient to carry out the terms and purposes of this Ordinance.

Section 13.03 Individuals Not Liable. No covenant, stipulation, obligation or agreement herein contained shall be deemed to be a covenant, stipulation, obligation or agreement of any member of City Council or agent or employee of City Council or of the City in his or her individual capacity and neither the members of City Council nor any officer thereof, nor any agent or employee of City Council or of the City, shall be liable personally on the Bonds, or be subject to any personal liability or accountability by reason of the issuance thereof.

Section 13.04 Severability and Savings. If any section, paragraph, clause or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

Section 13.05 Repealer. All ordinances or resolutions, or parts thereof, heretofore adopted by the City and inconsistent with the provisions of this Ordinance are hereby repealed to the extent of such conflict.

Section 13.06 Force and Effect. This Ordinance shall be in full force and effect from and after its final passage, and it is so ordained.

[Execution Page Follows]

FIRST AND FINAL READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 4th DAY OF NOVEMBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

_____	_____
Doris Speer	Gretchen Fagan
City Secretary	Mayor
City of Tomball, Texas	City of Tomball, Texas

[SEAL]

SCHEDULE I

SCHEDULE OF REFUNDED OBLIGATION CANDIDATES

General Obligation Refunding Bonds, Series 2011

Combination Tax and Revenue Certificates of Obligation, Series 2012

EXHIBIT A

FORM OF PRICING CERTIFICATE

PRICING CERTIFICATE

Re: City of Tomball, Texas, General Obligation Refunding Bonds, Series 2019 (the "Bonds")

I, the undersigned [City Manager/Assistant City Manager/Director of Finance] of the City of Tomball, Texas (the "City"), do hereby make and execute this Pricing Certificate pursuant to an ordinance adopted by the City Council of the City on November 4, 2019 (the "Ordinance") authorizing the issuance of the Bonds. Capitalized terms used in this Pricing Certificate shall have the meanings given such terms in the Ordinance.

A. Pursuant to the delegation contained in Section 7.01 of the Ordinance, the sale of the Bonds is hereby awarded to _____ (the "Initial Purchaser") as the bidder submitting a bid form conforming to the specification set forth in the Notice of Sale which produces the lowest true interest cost to the City. The terms of the sale are hereby determined to be in the City's best interests. The approved bid form is attached hereto as Exhibit A.

B. The Bonds shall be designated as the "City of Tomball, Texas General Obligation Refunding Bonds, Series 2019" and shall be issued in the aggregate principal amount of $_____ for the purposes specified in Section 3.01 in the Ordinance.

C. The Dated Date of the Bonds is _____. The Closing Date of the Bonds is scheduled for _____.

D. The sale of the Bonds at the purchase price stated below is hereby approved, subject to the terms of the Notice of Sale.

PRINCIPAL AMOUNT	
BID PREMIUM	_____
PURCHASE PRICE	

E. The Interest Payment Dates for the Bonds shall be each _____ and _____, commencing _____, 20__. Bonds shall bear interest from the later of the [Closing/Dated] Date or the most recent Interest Payment Date to which interest has been paid or provided for until stated maturity or prior redemption. The Bonds shall mature on February 15 in each of the years, in the principal amounts and shall bear interest at the per annum rates set forth in the following schedule:

Stated Maturity	Principal Amount	Interest Rate	Stated Maturity	Principal Amount	Interest Rate
20__	$_____	_____%	____	$_____	_____%

20__	_____	_____	____	_____	_____
20__	_____	_____	____	_____	_____
20__	_____	_____	____	_____	_____

F. The Refunded Obligation Candidates to be refunded with a portion of the proceeds of the Bonds are set forth in Exhibit B hereto. The Refunded Obligations are hereby called for redemption on redemption dates specified in Exhibit B. The Refunded Obligations shall be redeemed at a redemption price equal to the principal amount thereof plus interest accrued thereon to the redemption date therefor.

G. As shown in the savings schedule attached hereto as Exhibit C, the refunding of the Refunded Obligations results in a net present value debt service savings of approximately _____% of the principal amount of the Refunded Obligations.

H. The Bonds are subject to optional [and mandatory] redemption as set forth in form of Bond attached as Exhibit D hereto.

I. The Bonds shall be substantially in the form set forth in Exhibit D hereto with such insertions, changes and modifications as are required to conform the bond form to the terms of this Pricing Certificate.

J. The undersigned does hereby find, certify and represent that the foregoing terms of the Bonds satisfy the parameters contained in Sections 3.01 and 7.01 of the Ordinance.

K. The proceeds of the Bonds [and other available funds of the City] shall be applied as follows:

(i) the amount of $_____, consisting of $_____ principal amount of Bond proceeds, plus $_____ premium received from the sale of the Bonds, [plus available funds from the City in the amount of $_____,] shall be used to pay the redemption price of the Refunded Obligations;

(ii) premium received from the sale of the Bonds in the amount of $_____ shall be used to pay the costs of issuance; and

(iii) any amounts remaining after accomplishing the above described purposes shall be deposited to the Interest and Sinking Fund.

L. Continuing Disclosure Undertaking. The financial information and operating data to be provided annually by the City pursuant to Section 11.01(a) of the Ordinance shall include all quantitative financial information and operating data with respect to the City of the general type included in the Official Statement in _____ and audited financial statements of the City, if such audited financial statements are then available, and if not provided as part of such financial information and operating data, audited financial statements of the City, when available.

M. [_____ is hereby appointed as verification agent.]

N. _____ is hereby designated as Escrow Agent for the Bonds, the Escrow Agreement is hereby approved.

O. [The purchase of Escrow Securities from _____ is hereby approved.]

P. [Insurance Provisions]

[Signature Page Follows]

This Pricing Certificate for the City of Tomball, Texas, General Obligation Refunding Bonds, Series 2019, is executed on the _____ day of _____, 2019.

_____
Authorized Officer
City of Tomball, Texas

EXHIBIT A

WINNING BID FORM

[Attached]

EXHIBIT B

SCHEDULE OF REFUNDED OBLIGATIONS

EXHIBIT C

SCHEDULE OF SAVINGS

EXHIBIT D

FORM OF THE BONDS

(a) Form of Bond.

REGISTERED
NO. _____

REGISTERED
$_____

United States of America
State of Texas
Counties of Harris and Montgomery

CITY OF TOMBALL, TEXAS
GENERAL OBLIGATION REFUNDING BOND
SERIES 2019

INTEREST RATE:	MATURITY DATE:	[CLOSING/DATED] DATE:	CUSIP NO.:
_____	_____	_____[1]	_____

The City of Tomball, Texas (the "City"), in the Counties of Harris and Montgomery, State of Texas, for value received, hereby promises to pay to

_____

or registered assigns, on the maturity date specified above, the sum of

_____ DOLLARS

unless the payment of the principal hereof shall have been paid or provided for, and to pay interest on such principal amount from the later of the [Closing/Dated] Date specified above or the most recent interest payment date to which interest has been paid or provided for until payment of such principal amount has been paid or provided for, at the per annum rate of interest specified above, computed on the basis of a 360-day year of twelve 30-day months, such interest to be paid semiannually on _____[2] and _____[3] of each year, commencing _____[4].

[1] Insert from Pricing Certificate.
[2] Insert from Pricing Certificate.
[3] Insert from Pricing Certificate.
[4] Insert from Pricing Certificate.

The principal of this Bond shall be payable without exchange or collection charges in lawful money of the United States of America upon presentation and surrender of this Bond at the corporate trust office of The Bank of New York Mellon Trust Company, N.A., (the "Paying Agent/Registrar"), Dallas, Texas, or such other location designated by the Paying Agent/Registrar (the "Designated Payment/Transfer Office"), of the Paying Agent/ Registrar or, with respect to a successor paying agent/registrar, at the Designated Payment/Transfer Office of such successor. Interest on this Bond is payable by check dated as of the interest payment date, mailed by the Paying Agent/Registrar to the registered owner at the address shown on the registration books kept by the Paying Agent/Registrar, or by such other customary banking arrangements acceptable to the Paying Agent/Registrar and the person to whom interest is to be paid; provided, however, that such person shall bear all risk and expense of such other customary banking arrangements. For the purpose of the payment of interest on this Bond, the registered owner shall be the person in whose name this Bond is registered at the close of business on the "Record Date," which shall be the last day of the month next preceding such interest payment date. In the event of a nonpayment of interest on a scheduled payment date, and for thirty (30) days thereafter, a new record date for such interest payment (a "Special Record Date") will be established by the Paying Agent/Registrar, if and when funds for the payment of such interest have been received from the City. Notice of the Special Record Date and of the special payment date of the past due interest (the "Special Payment Date," which date shall be fifteen (15) days after the Special Record Date) shall be sent at least five (5) business days prior to the Special Record Date by United States mail, first class, postage prepaid, to the address of each owner of a Bond appearing on the books of the Paying Agent/Registrar at the close of business on the fifteenth day next preceding the date of mailing of such notice.

If the date for the payment of the principal of or interest on this Bond shall be a Saturday, Sunday, legal holiday, or day on which banking institutions in the city where the Paying Agent/Registrar is located are required or authorized by law or executive order to close, the date for such payment shall be the next succeeding day which is not a Saturday, Sunday, legal holiday, or day on which banking institutions are required or authorized to close, and payment on such date shall for all purposes be deemed to have been made on the original date payment was due.

This Bond [is dated _____ and][5] is one of a series of fully registered bonds specified in the title hereof, issued in the aggregate principal amount of _____[6] (herein referred to as the Bonds") pursuant to a certain ordinance (the "Bond Ordinance") adopted by the City Council of the City and a pricing certificate executed pursuant to the Bond Ordinance (the "Pricing Certificate," and, together with the Bond Ordinance, the "Ordinance"), for the purposes of refunding certain outstanding obligations of the City and paying the costs of issuing the Bonds.

The Bonds and the interest thereon are payable from the proceeds of a direct and continuing ad valorem tax levied, within the limits prescribed by law, against all taxable property in the City sufficient, together with certain available funds of the City on deposit in the interest

[5] Delete if interest on the Bonds accrues from the Dated Date.
[6] Insert from Pricing Certificate.

and sinking fund for the Bonds, to provide for the payment of the principal of and interest on the Bonds, as described and provided in the Ordinance.

The City has reserved the option to redeem the Bonds maturing on and after [February 15, 20__, in whole or from time to time in part before their respective scheduled maturity dates, on February 15, 20__,][7], or on any date thereafter, at a redemption price equal to the principal amount thereof plus accrued interest to the date of redemption. If less than all of the Bonds are to be redeemed, the City shall determine the maturity or maturities and the amounts thereof to be redeemed and shall direct the Paying Agent/Registrar to call by lot the Bonds, or portions thereof, within such maturity and in such principal amounts, for redemption.

[Bonds maturing on [8] (the "Term Bonds") are subject to mandatory sinking fund redemption prior to their scheduled maturity, and will be redeemed by the City, in part at a redemption price equal to the principal amount thereof, without premium, plus interest accrued to the redemption date, on the dates and in the principal amounts shown in the following schedule:

$[9] Term Bonds Maturing [10]

Mandatory Redemption Date	Redemption Date
[11]	[12]
[13] (maturity)	[14]

The Paying Agent/Registrar will select for redemption by lot, or by any other customary method that results in a random selection the specific Term Bonds (or with respect to Term Bonds having a denomination in excess of $5,000, each $5,000 portion thereof) to be redeemed by mandatory redemption. The principal amount of Term Bonds required to be redeemed on any redemption date pursuant to the foregoing mandatory sinking fund redemption provisions hereof shall be reduced, at the option of the City, by the principal amount of any Term Bonds which, at least forty-five (45) days prior to the mandatory sinking fund redemption date (i) shall have been acquired by the City and delivered to the Paying Agent/Registrar for cancellation, or (ii) shall have been redeemed pursuant to the optional redemption provisions hereof and not previously credited to a mandatory sinking fund redemption.] [15]

Not less than thirty (30) days prior to a redemption date for the Bonds, the City shall cause a notice of redemption to be sent by United States mail, first class, postage prepaid, to the Owners of the Bonds to be redeemed at the address of the Owner appearing on the registration

[7] Insert from Pricing Certificate.
[8] Insert from Pricing Certificate.
[9] Insert from Pricing Certificate.
[10] Insert from Pricing Certificate.
[11] Insert from Pricing Certificate.
[12] Insert from Pricing Certificate.
[13] Insert from Pricing Certificate.
[14] Insert from Pricing Certificate.
[15] Delete if Term Bonds are not issued.

books of the Paying Agent/Registrar at the close of business on the business day next preceding the date of mailing such notice.

In the Ordinance, the City reserves the right, in the case of an optional redemption, to give notice of its election or direction to redeem Bonds conditioned upon the occurrence of subsequent events. Such notice may state (i) that the redemption is conditioned upon the deposit of moneys and/or authorized securities, in an amount equal to the amount necessary to effect the redemption, with the Paying Agent/Registrar, or such other entity as may be authorized by law, no later than the redemption date, or (ii) that the City retains the right to rescind such notice at any time on or prior to the scheduled redemption date if the City delivers a certificate of the City to the Paying Agent/Registrar instructing the Paying Agent/Registrar to rescind the redemption notice, and such notice and redemption shall be of no effect if such moneys and/or authorized securities are not so deposited or if the notice is rescinded. The Paying Agent/Registrar shall give prompt notice of any such rescission of a conditional notice of redemption to the affected Owners. Any Bond subject to conditional redemption for which such redemption has been rescinded shall remain outstanding.

Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the registered owner receives such notice. Notice having been so given and subject, in the case of an optional redemption, to any rights or conditions reserved by the City in the notice, the Bonds called for redemption shall become due and payable on the specified redemption date, and notwithstanding that any Bond or portion thereof has not been surrendered for payment, interest on such Bonds or portions thereof shall cease to accrue.

As provided in the Ordinance, and subject to certain limitations therein set forth, this Bond is transferable upon surrender of this Bond for transfer at the Designated Payment/Transfer Office of the Paying Agent/Registrar with such endorsement or other evidence of transfer as is acceptable to the Paying Agent/Registrar; thereupon, one or more new fully registered Bonds of the same stated maturity, of authorized denominations, bearing the same rate of interest, and for the same aggregate principal amount will be issued to the designated transferee or transferees.

The City, the Paying Agent/Registrar, and any other person may treat the person in whose name this Bond is registered as the owner hereof for the purpose of receiving payment as herein provided (except interest shall be paid to the person in whose name this Bond is registered on the Record Date) and for all other purposes, whether or not this Bond be overdue, and neither the City nor the Paying Agent/Registrar shall be affected by notice to the contrary.

IT IS HEREBY CERTIFIED AND RECITED that the issuance of this Bond and the series of which it is a part is duly authorized by law; that all acts, conditions and things required to be done precedent to and in the issuance of the Bonds have been properly done and performed and have happened in regular and due time, form and manner, as required by law; that sufficient and proper provision for the levy and collection of taxes has been made, within the limits prescribed by law, which when collected shall be appropriated exclusively to the timely payment of the principal of and interest on the Bonds; and that the total indebtedness of the City, including the Bonds, does not exceed any constitutional or statutory limitation.

IN WITNESS WHEREOF, the City has caused this Bond to be duly executed under its official seal in accordance with law.

City Secretary City of Tomball, Texas	Mayor [Pro Tem] [16] City of Tomball, Texas

[SEAL]

(b) Form of Certificate of Paying Agent/Registrar.

CERTIFICATE OF PAYING AGENT/REGISTRAR

This is one of the Bonds referred to in the within mentioned Ordinance. The series of Bonds of which this Bond is a part was originally issued as one Initial Bond which was approved by the Attorney General of the State of Texas and registered by the Comptroller of Public Accounts of the State of Texas.

THE BANK OF NEW YORK MELLON
TRUST COMPANY, N.A.,
as Paying Agent/Registrar

Date:_____ By:_____
Authorized Signatory

(c) Form of Assignment.

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned hereby sells, assigns, and transfers unto (print or typewrite name, address and Zip Code of transferee): _____

_____

(Social Security or other identifying number:_____) the within Bond and all rights hereunder and hereby irrevocably constitutes and appoints _____ _____attorney to transfer the within Bond on the books kept for registration hereof, with full power of substitution in the premises.

Dated:_____

Signature Guaranteed By:

NOTICE: The signature on this Assignment must correspond with the name of the registered owner as it appears on the face of the within Bond in every particular and must be guaranteed in a manner acceptable to the

[16] Delete if the Mayor executes the Bonds.

_____ Paying Agent/Registrar.

Authorized Signatory

(d) Initial Bond Insertions.

(i) The Initial Bond shall be in the form set forth in paragraphs (a), and (c) of this Section, except that, in the event there is more than one maturity of Bonds:

(A) immediately under the name of the Bond, the headings "INTEREST RATE" and "MATURITY DATE" shall both be completed with the words "As Shown Below" and "CUSIP NO.: _____" deleted;

(B) in the first paragraph the words "on the Maturity Date specified above, the sum of _____ DOLLARS" shall be deleted and the following will be inserted: "on February 15 in the years, in the principal installments and bearing interest at the per annum rates set forth in the following schedule:"

(Information to be inserted from the Pricing Certificate); and

(C) the Initial Bond shall be numbered I-1.

(ii) The following Registration Certificate of Comptroller of Public Accounts shall appear on the Initial Bond:

REGISTRATION CERTIFICATE OF
COMPTROLLER OF PUBLIC ACCOUNTS

OFFICE OF THE COMPTROLLER	§	
OF PUBLIC ACCOUNTS	§	REGISTER NO.
THE STATE OF TEXAS	§	

I HEREBY CERTIFY THAT this Bond has been examined, certified as to validity, and approved by the Attorney General of the State of Texas and that this Bond has been registered by the Comptroller of Public Accounts of the State of Texas..

WITNESS MY SIGNATURE AND SEAL OF OFFICE this _____.

[SEAL]

_____
Comptroller of Public Accounts of
the State of Texas

CERTIFICATE FOR ORDINANCE

THE STATE OF TEXAS §
COUNTIES OF HARRIS AND MONTGOMERY §

I, the undersigned officer of the City Council of the City of Tomball, Texas, hereby certify as follows:

1. The City Council of the City of Tomball, Texas, convened in a regular meeting on the 4th day of November, 2019, at the regular meeting place thereof, within said City, and the roll was called of the duly constituted officers and members of said City Council, to wit:

John F. Ford	**Councilman Position 1**
Mark Stoll	**Councilman, Position 2**
Chad Degges	**Councilman, Position 3**
Derek Townsend Sr.	**Mayor Pro Tem, Council Position 4**
Lori Klein Quinn	**Council Position 5**

and all of said persons were present, except the following absentee(s): _____, thus constituting a quorum. Whereupon, among other business, the following was transacted at said meeting: a written

ORDINANCE NO. 2019-30

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING THE ISSUANCE OF CITY OF TOMBALL, TEXAS, GENERAL OBLIGATION REFUNDING BONDS, SERIES 2019; LEVYING A TAX IN PAYMENT THEREOF; AUTHORIZING THE ISSUANCE OF THE BONDS IN ACCORDANCE WITH SPECIFIED PARAMETERS; AUTHORIZING THE REDEMPTION PRIOR TO MATURITY OF CERTAIN OUTSTANDING BONDS; APPROVING THE PREPARATION AND DISTRIBUTION OF AN OFFICIAL STATEMENT; AND ENACTING OTHER PROVISIONS RELATING THERETO; AND PROVIDING FOR THE EFFECTIVE DATE THEREOF.

was duly introduced for the consideration of said City Council. It was then duly moved and seconded that said ordinance be adopted; and, after due discussion, said motion, carrying with it the adoption of said ordinance, prevailed and carried by the following vote:

_____ Member(s) of City Council shown present above voted "Aye".

_____ Member(s) of City Council shown present above voted "No".

2. A true, full and correct copy of the aforesaid ordinance adopted at the meeting described in the above and foregoing paragraph is attached to and follows this certificate; that said ordinance has been duly recorded in said City Council's minutes of said meeting; that the persons named in the above and foregoing paragraph are the duly chosen, qualified and acting officers and members of said City Council as indicated therein; that each of the officers and members of said City Council was duly and sufficiently notified, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said ordinance would be introduced and considered for adoption at said meeting; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 4th day of November, 2019.

_____

City Secretary
City of Tomball, Texas

Contacts

Joe Morrow | Managing Director
700 Milam Street, Suite 500
Houston, Texas 77002

Tel: 713.654.8690
joe.morrow@hilltopsecurities.com

October 2019

Bond Issue to be Refunded – GO Refunding Bonds, Series 2011

Series 2011

- Aggregate Callable Principal Amount: $3,040,000
- Principal Maturity Dates: 2020-2022
- Interest Rates: 4.000%
- Call Dates: Currently Callable
- Final Maturity Date: 02/15/2022

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Bond Issue to be Refunded – Comb Tax & Rev C/O, Series 2012

Series 2012

- Aggregate Callable Principal Amount: $9,665,000
- Principal Maturity Dates: 2021-2032
- Interest Rates: 3.000% - 4.125%
- Call Dates: 02/15/2020 @ Par
- Final Maturity Date: 02/15/2032

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Savings at Current Market Rates(1)

Approximately $91,855 Projected Average Annual Savings in FY 2021-2032

Date	Prior Debt Service	Prior Receipts	Prior Net Cash Flow	Refunding Debt Service	Savings	Present Value to 12/16/2019 @ 2.3563427%
09/30/2020	1,480,187.50	1,167,728.19	312,459.31	312,459.31		(4,265.98)
09/30/2021	2,089,337.50		2,089,337.50	1,977,025.00	112,312.50	109,401.66
09/30/2022	2,033,637.50		2,033,637.50	1,919,275.00	114,362.50	108,720.18
09/30/2023	1,012,637.50		1,012,637.50	924,525.00	88,112.50	81,774.34
09/30/2024	1,010,125.00		1,010,125.00	922,525.00	87,600.00	79,368.45
09/30/2025	1,010,050.00		1,010,050.00	923,900.00	86,150.00	76,204.35
09/30/2026	1,007,700.00		1,007,700.00	918,650.00	89,050.00	76,911.12
09/30/2027	1,008,375.00		1,008,375.00	921,650.00	86,725.00	73,127.02
09/30/2028	1,006,387.50		1,006,387.50	917,775.00	88,612.50	72,963.25
09/30/2029	1,002,187.50		1,002,187.50	915,525.00	86,662.50	69,747.83
09/30/2030	996,787.50		996,787.50	910,475.00	86,312.50	67,905.95
09/30/2031	994,503.13		994,503.13	904,825.00	89,678.13	68,981.39
09/30/2032	995,109.38		995,109.38	908,425.00	86,684.38	65,191.31
	15,647,025.01	1,167,728.19	14,479,296.82	13,377,034.31	1,102,262.51	946,030.86

- Present Value Savings as a percent of refunded par value is 7.45235%
- All Inclusive True Interest Cost is 2.356343%
- No savings taken in current fiscal year
- PV rate used is the all inclusive cost of the current estimated refunding debt service

(1). Market Rates + 10bps as of October 29, 2019 for illustration only

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Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:
Conduct Public Hearing of the City Council of the City of Tomball to Consider the Advisability of Adding Land to The Raburn Reserve Public Improvement District located within the City of Tomball

Background:
The original Public Hearing for TPID 10 was conducted on September 3, 2019. This second Public Hearing is necessary since the boundary of TPID 10 was expanded due to the abandonment of the City of Tomball rights-of-way. The revised boundary grew by approximately 1.3 acres, due to the abandonments, for a total area for TPID 10 of approximately 105 acres.

Origination:
HT Raburn Reserve Development, L.P.

Recommendation:

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

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Notice of Public Hearing

AFFIDAVIT OF MAILING

I Doris Speer, City Secretary of the City of Tomball, Texas, do hereby certify that the notice of public hearing attached hereto as Exhibit A was mailed to the property owners of the property liable for assessment in the Public Improvement District (the "District") as listed below on October 9, 2019.

Date: October 9, 2019

Signature: _____
Title: City Secretary

PROPERTY OWNERS:

1. Property Owner

   Raburn Resources, LLC
   1018 Box Elder Drive
   Magnolia, Texas 77354

2. Property Owner

   Raburn Commercial Resources, LP
   1018 Box Elder Drive
   Magnolia, Texas 77354

3. Property Owner

   Raburn Commercial Resources, LP
   11549 Kirsten's Ct.
   Montgomery Tx. 77316

[Notary Signature Follows]

STATE OF TEXAS §
§
COUNTY OF HARRIS §

Before me, the undersigned authority, on this day personally appeared Doris Speer, City Secretary of the City of Tomball, Texas, known to me to be such person who signed the foregoing Certificate in my presence and acknowledged to me that such person executed the foregoing Certificate for purposes therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE THIS 9 DAY OF October, 2019.

TRACYLYNN GARCIA
Notary Public, State of Texas
Comm. Expires 12-05-2021
Notary ID 12964485-7

Tracylynn Garcia
Notary Public, State of Texas

[SEAL]

Notary Page for Affidavit of Mailing Notice of Public Hearing

EXHIBIT A

NOTICE OF PUBLIC HEARING
CITY OF TOMBALL, TEXAS

MONDAY, NOVEMBER 4, 2019

6:00 P.M.

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF TOMBALL TO CONSIDER THE ADVISABILITY OF ADDING LAND TO THE RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT LOCATED WITHIN THE CITY OF TOMBALL.

NOTICE IS HEREBY GIVEN THAT the City Council (the "City Council") of the City of Tomball, Texas (the "City"), pursuant to Chapter 372 of the Texas Local Government Code, as amended (the "Act"), will hold a public hearing at 6:00 p.m. on November 4, 2019, in the City Council Chamber at Tomball City Hall, 401 Market Street, Tomball, Texas 77375 for the purpose of considering the addition of approximately two acres of land to the Raburn Reserve Public Improvement District.

The Raburn Reserve Public Improvement District (the "PID") was created by Resolution of the City Council on October 7, 2019 and the City and property owners of approximately two (2) acres of land (the "Additional Land") now wish to add such land to the boundaries of the PID.

GENERAL NATURE OF THE AUTHORIZED IMPROVEMENTS: The general nature of the proposed public improvements within the PID (collectively, the "Authorized Improvements") may include: (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to gas, water, wastewater and drainage (including detention) improvements and facilities; (v) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

ESTIMATED COST OF THE AUTHORIZED IMPROVEMENTS: The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation

of the PID is $15,000,000 plus the annual cost of supplemental services and operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the PID. The remaining costs of the proposed improvements will be paid from sources other than those described above.

PROPOSED METHOD OF ASSESSMENT: The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

PROPOSED APPORTIONMENT OF COSTS BETWEEN THE CITY AND THE PID: The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioners.

BOUNDARIES OF THE PROPOSED PID: Approximately 105 Acres of Land within the City of Tomball, Harris County, Texas, Said Property Being Generally Located on the East Side of South Persimmon Road from Lizzie Lane to Agg Road (such approximately 105 acres to include the Additional Land to be added to the PID). A metes and bounds description of the PID Boundaries and the boundary of the Additional Land is available for inspection at the offices of the City Secretary at the location described above.

All interested persons are invited to attend such public hearing to express their views with respect to the inclusion of the Additional Land within the PID and the Authorized Improvements to be made therein.

This Notice of Public Hearing is given and the public hearing is being held pursuant to the requirements of the Act.

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 8th day of October 2019 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meetings.

Doris Speer
Doris Speer
City Secretary, TRMC

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:

Approve Resolution No. 2019-45, an Amended and Restated Resolution of the City Council of the City of Tomball, Texas, Authorizing and Creating the Raburn Reserve Public Improvement District in the City of Tomball, Harris County, Texas, in Accordance with Chapter 372 of the Texas Local Government Code; Providing for Related Matters; and Providing an Effective Date

Background:

Resolution No. 2019-45 amends the original creation resolution for the Raburn Reserve Public Improvement District (TPID 10) by incorporating the increased area of TPID 10 as a result of the right-of-way abandonments. The revised boundary of the PID encompasses approximately 105 acres.

Origination:

HT Raburn Reserve Development, L.P.

Recommendation:

Approval

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

Craig T. Meyers, P.E., Community Development Director

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Resolution No. 2019-45 Revised

RESOLUTION NO. 2019-45

AN AMENDED AND RESTATED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, AUTHORIZING AND CREATING THE RABURN RESERVE PUBLIC IMPROVEMENT DISTRICT IN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, IN ACCORDANCE WITH CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; PROVIDING FOR RELATED MATTERS; AND PROVIDING AN EFFECTIVE DATE.

* * * * * * * * * *

WHEREAS, the City of Tomball, Texas (the "*City*"), is authorized under Chapter 372 of the Texas Local Government Code, as amended (the "*Act*"), to create a public improvement district (*"PID"*) within its corporate limits; and

WHEREAS, on July 26, 2019, Raburn Commercial Resources, LLC a Texas limited liability company (the "*Petitioner*"), the owner of approximately 103.7 acres within the corporate limits of the City, submitted and filed with the City Secretary of the City a petition (the "*Petition*") requesting the establishment of a PID to be known as the Reserve at Raburn Public Improvement District (the "*District*") within the corporate limits of the City, such District to include the property depicted in Exhibit "A" and described by metes and bounds in Exhibit "B" (the "*Property*"), each attached hereto and incorporated herein for all purposes; and

WHEREAS, on July 26, 2019, the City Council of the City (the "*City Council*") received the Petition which was signed by the owners of more than 50% of the appraised value of the taxable real property liable for assessment and the record owners of more than 50% of the area of all taxable real property within the District that is liable for assessment, and as such, the Petition complies with the Act; and

WHEREAS, on August 5, 2019, the City Council accepted the Petition and called a public hearing for September 3, 2019, on the creation of the District and the advisability of the improvements; and

WHEREAS, notice of the hearing was published in a newspaper of general circulation in the City in which the District is to be located on August 14, 2019; and,

WHEREAS, on August 16, 2019, notice to the owners of property within the proposed District was sent by first-class mail to the owners of 100% of the property subject to assessment under the proposed District containing the information required by the Act such that such owners had actual knowledge of the public hearing to be held on September 3, 2019; and

WHEREAS, the City Council opened and conducted such public hearing on the advisability of the improvements and the creation of the District, and closed such hearing on September 3, 2019; and

WHEREAS, the City Council approved the creation of the PID by Resolution No. 2019-41 approved on October 7, 2019 (the "Original Creation Resolution") and published the Original Creation Resolution as authorized by the Act; and

WHEREAS, the City has now abandoned a roadway within the boundaries of the PID and has transferred ownership of approximately two (2) acres of right-of-way property (the "Additional Land") relating to such roadway to the property owners who signed the Petition; and

WHEREAS, the developer of the Property plans to use the Additional Land for lot development within the PID and as such desires the Additional Land to be included within the boundaries of the PID; and

WHEREAS, on October 7, 2019 the City approved Resolution No. 2019-42 calling a public hearing on the addition of the Additional Land to the boundaries of the PID; and

WHEREAS, on October 9, 2019, notice of public hearing was mailed to the owners of the Property within the PID and notice of the public hearing was published in a newspaper of general circulation, in the PID on October 23, 2019; and

WHEREAS, the City Council opened and conducted such public hearing on the addition of the Additional Land to the PID and closed such hearing on November 4, 2019.

WHEREAS, the City Council wishes to approve this resolution amending and restating the Original Creation Resolution (the "Amended Creation Resolution") to add the Additional Land to the boundaries of the PID; and

WHEREAS, the City will re-publish the Amended Creation Resolution in a newspaper of general circulation in the City and the PID;

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

SECTION 1. That the findings set forth in the recitals of this Resolution are found to be true and correct.

SECTION 2. That the Petition submitted to the City by the Petitioner was filed with the City Secretary and complies with the Act.

SECTION 3. That pursuant to the requirements of the Act, including, without limitation, Sections 372.006, 372.009(a), and 372.009(b), the City Council, after considering the Petition and the evidence and testimony presented at the public hearing on February 4, 2019, hereby finds and declares:

(a) *Advisability of the Proposed Improvements*. It is advisable to create the District to provide the Authorized Improvements (as described below). The Authorized Improvements are feasible and desirable and will promote the interests of the City and will confer a special benefit on the Property.

(b) *General Nature of the Authorized Improvements.* The general nature of the proposed public improvements (collectively, the "Authorized Improvements") may include: (i) design, construction and other allowed costs related to street and roadway improvements, including related sidewalks, drainage, utility relocation, signalization, landscaping, lighting, signage, off-street parking and right-of-way; (ii) design, construction and other allowed costs related to improvement of parks and open space, together with any ancillary structures, features or amenities such as trails, playgrounds, walkways, lighting and any similar items located therein; (iii) design, construction and other allowed costs related to sidewalks and landscaping and hardscaping, fountains, lighting and signage; (iv) design, construction and other allowed costs related to gas, water, wastewater and drainage (including detention) improvements and facilities; (v) design, construction and other allowed costs related to projects similar to those listed in subsections (i) - (iv) above authorized by the Act, including similar off-site projects that provide a benefit to the property within the District; (vi) special supplemental services for improvement and promotion of the district; (vii) payment of costs associated with operating and maintaining the public improvements listed in subparagraphs (i) - (v) above; and (viii) payment of costs associated with developing and financing the public improvements listed in subparagraphs (i) - (v) above, and costs of establishing, administering and operating the District. These Authorized Improvements shall promote the interests of the City and confer a special benefit upon the Property.

(c) *Estimated Costs of the Authorized Improvements and Apportionment of Costs.* The estimated cost to design, acquire and construct the Authorized Improvements, together with bond issuance costs, eligible legal and financial fees, eligible credit enhancement costs and eligible costs incurred in the establishment, administration and operation of the PID is $15,000,000 plus the annual cost of supplemental services and operation and maintenance costs, if any. The City will pay no costs of the Authorized Improvements, supplemental services or operation and maintenance costs from funds other than assessments levied on property within the PID The remaining costs of the proposed improvements will be paid from sources other than those described above.

(d) *Boundaries of the District*. Approximately 105 Acres of Land within the City of Tomball, Harris County, Texas, Said Property Being Generally Located on the East Side of South Persimmon Road from Lizzie Lane to Agg Road. The boundaries of the District are set forth in Exhibits "A" and "B" attached hereto.

(e) *Proposed Method of Assessment.* The City shall levy assessments on each parcel within the PID in a manner that results in the imposition of an equal share of the costs of the Authorized Improvements on property similarly benefitted by such Authorized Improvements. The proposed method of assessment shall be based upon (i) an equal apportionment per lot, per front foot, or per square foot of property benefiting from the Authorized Improvements, as determined by the City, (ii) the ad valorem taxable value of the property benefiting from the Authorized Improvements, with or without regard to improvements on the property, or (iii) in any manner that results in imposing equal shares of the cost on property similarly benefitted.

(f) *Apportionment of Cost Between the District and the City.* The City will not be obligated to provide any funds to finance the Authorized Improvements. All of the costs of the Authorized Improvements will be paid from assessments levied on properties in the PID and from other sources of funds available to the Petitioners.

(g) *Management of the District.* The District shall be managed by the City, with the assistance of a consultant, who shall, from time to time, advise the City regarding certain operations of the District.

(h) *Advisory Board.* The District shall be managed without the creation of an advisory body.

SECTION 4. That the Raburn Reserve Public Improvement District is hereby authorized and created as a public improvement district under the Act in accordance with the findings of the City Council as to the advisability of the Authorized Improvements contained in this Resolution, the nature and the estimated costs of the Authorized Improvements, the boundaries of the District, the method of assessment and the apportionment of costs as described herein; and the conclusion that the District is needed to fund such Authorized Improvements.

SECTION 5. That notice of this Resolution authorizing the District shall be given by publishing such notice once in a newspaper of general circulation in the City in which the District is to be located. Effective upon the publication of such notice, the District shall be established.

SECTION 6. That City staff is directed to cause to be prepared a Service and Assessment Plan for the District and to present it to the City Council for review and approval.

SECTION 7. That this Resolution shall take effect immediately from and after its passage and publication as required by law.

DULY RESOLVED by the City Council of the City of Tomball, Texas, on the 4th day of November 2019.

[Signature Page Follows]

Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary

APPROVED AS TO FORM:

Loren Smith
City Attorney

EXHIBIT A

Property Description

Exhibit B

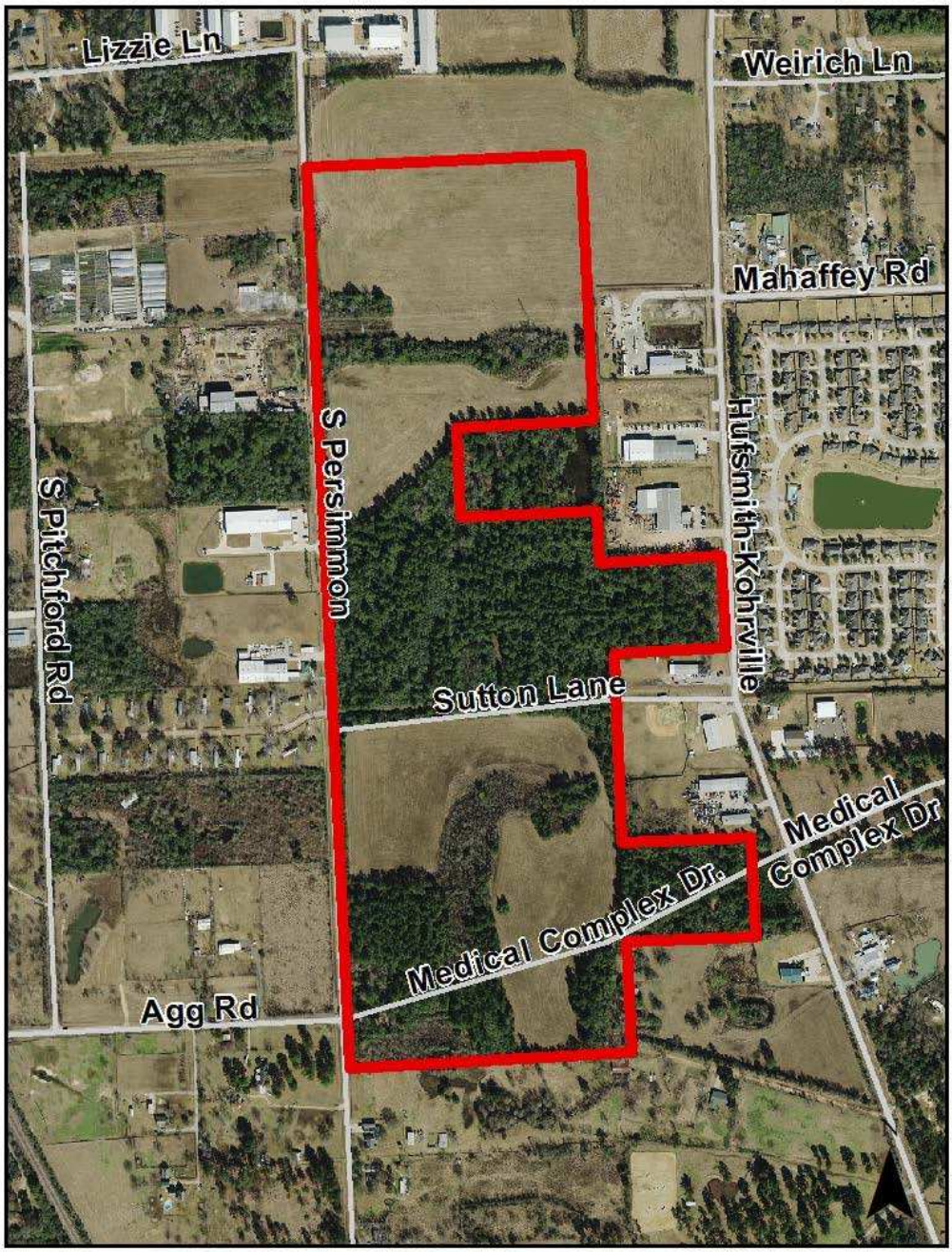

Exhibit A

EXHIBIT B

Property Depiction

DESCRIPTION

105.0452 acres of land situated in the Jesse Pruitt Survey, Abstract Number 629, City of Tomball, Harris County, Texas, being those certain Outlots 338, 339, 341, 342, 343, 344, 346, 349, 350, 352, 353, 355, 356, 358, 359, 361, 362, 363, 364, 365, a portion of Outlot 354 and a portion of two 30 foot Unimproved rights-of-way, all as shown on the Corrected Map of Tomball Outlots, a subdivision as shown on map or plat recorded under Volume 4, Page 75 of the Map Records of Harris County, Texas, said 105.0452 acres of land being more particularly described by metes and bounds as follows:

BEGINNING at a 1/2 inch iron rod found in the Easterly right-of-way line of South Persimmon Road (30 foot right-of-way), for the Northwesterly corner of said Outlot 338;

Thence, N 87°35'04" E, along the Southerly line of that certain Lot 1 of Persimmon Properties, a subdivision as shown on map or plat recorded under Film Code Number 679815 of the Map Records of Harris County, Texas, a distance of 1,156.29 feet to a 5/8 inch iron rod with cap set in the Westerly right-of-way line of an Unimproved right-of-way (variable width right-of-way) as shown on said Corrected Map of Tomball Outlots, for the Northeasterly corner of said Outlot 339, from which a found 5/8 inch iron rod with cap bears N 49°09'38" W, 3.69 feet;

Thence, S 02°32'22" E, along the Westerly right-of-way line of said Unimproved right-of-way, a distance of 1,132.81 feet to a 5/8 inch iron rod with cap set for the Northeasterly corner of that certain Outlot 347 of said Corrected Map of Tomball Outlots, from which a found 5/8 inch iron rod bears S 87°44'47" W, 6.90 feet;

Thence, S 87°44'47" W, along the common line of said Outlots 344 and 347, a distance of 584.30 feet to a 5/8 inch iron rod with cap set for the common corner of said Outlots 343, 344, 346 and 347;

Thence, S 02°18'20" E, along the common line of said Outlots 346 and 347, a distance of 377.60 feet to a 5/8 inch iron rod with cap set for the common corner of said Outlots 346, 347, 349 and 350;

Thence, N 87°44'47" E, along the common line of said Outlots 347 and 350, a distance of 585.84 feet to a 5/8 inch iron rod with cap set in the Westerly right-of-way line of said Unimproved right-of-way, for the Southeasterly corner of said Outlot 347, from which a found 5/8 inch iron rod bears S 87°44'47" W, 4.31 feet;

Thence, S 02°32'22" E, along the Westerly right-of-way line of said Unimproved right-of-way, a distance of 162.27 feet to a point for corner;

Thence, N 87°47'53" E, along the Southerly line of that certain Tract C of Truss Houston, Inc., a subdivision as shown on map or plat recorded under Volume 335, Page 107 of the Map Records of Harris County, Texas and a projection thereof, at 30.00 feet crossing said Unimproved right-of-way, in all a total distance of 508.88 feet to a 5/8 inch iron rod with cap found in the Westerly right-of-way line of Huffsmith Kohrville Road (right-of-way width varies);

Thence, S 02°08'45" E, along the Westerly right-of-way line of said Huffsmith Kohrville Road, a distance of 375.13 feet to a 1 inch iron rod found at the intersection with the Northerly right-of-way line of Sutton Lane (30 foot Unimproved right-of-way) as shown on said Corrected Map of Tomball Outlots, from which a found 5/8 inch iron rod with cap bears N 61°10'47" W, 0.87 feet;

Thence, S 87°15'14" W, along the Northerly right-of-way line of said Sutton Lane and a projection thereof, at 476.29 feet pass the Easterly right-of-way line of said Unimproved right-of-way, in all a total distance of 506.29 feet to the Westerly right-of-way line of said Unimproved right-of-way;

Thence, S 02°32'22" E, along the Westerly right-of-way line of said Unimproved right-of-way (30 foot right-of-way along this course), a distance of 832.20 feet to a point for corner;

Thence, N 87°15'10" E, along the Southerly line of that certain Reserve "B" of the Final Plat of Calvary Baptist of Tomball Subdivision, a subdivision as shown on map or plat recorded under Film Code Number 520133 of the Map Records of Harris County, Texas and a projection thereof, at 30.00 feet crossing said Unimproved right-of-way, in all a total distance of 572.96 feet to a 5/8 inch iron rod with cap found for the Northwesterly corner of that certain Reserve "C" of said Final Plat of Calvary Baptist of Tomball Subdivision and the Northeasterly corner of said Outlot 365;

Thence, S 02°32'04" E, along the Westerly line of said Reserve "C", a distance of 397.96 feet to a 1/2 inch iron rod found for the most Northerly Northeast corner of that certain called 10.27 acres of land described in deed and recorded in the Official Public Records of Real Property of Harris County, Texas, under County Clerk's File Number G259047 and the Northeasterly corner of said Outlot 368;

Thence, S 87°22'37" W, along the Northerly line of said 10.27 acre tract and the Northerly line of said Outlot 368 and a projection thereof, at 542.93 feet pass the Easterly right-of-way line of said Unimproved right-of-way, in all a total distance of 572.93 feet to the Westerly right-of-way line of said Unimproved right-of-way;

Thence, S 02°32'22" E, along the Westerly right-of-way line of said Unimproved right-of-way (30 foot right-of-way along this course), a distance of 496.74 feet to a 5/8 inch iron rod with cap set for the Southeasterly corner of said Outlot 364 and the Northeasterly corner of that certain Outlot 367 of said Corrected Map of Tomball Outlots, from which a found 1/2 inch iron pipe bears N 87°51'27" E, 30.70 feet;

Thence, S 87°51'27" W, along the Northerly line of that certain Outlot 366 of said Corrected Map of Tomball Outlots and said Outlot 367, a distance of 1,162.57 feet to a PK Nail found in the Easterly right-of-way line of South Persimmon Road (30 foot right-of-way), for the Northwesterly corner of said Outlot 366 and the Southwesterly corner of said Outlot 363;

Thence, N 02°26'40" W, along the Easterly right-of-way line of said South Persimmon Road, a distance of 3,772.74 feet to the POINT OF BEGINNING and containing 105.0452 acres of land.

BEARING ORIENTATION BASED ON TEXAS STATE PLANE COORDINATE GRID SYSTEM OF 1983 (SOUTH CENTRAL ZONE NO. 4204).

HOVIS SURVEYING COMPANY, INC.
TEXAS FIRM REGISTRATION NO. 10030400

By:_____

Date: September 9, 2019
Job No: 18-102-00
File No: H18-102.00D

Exhibit B

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:
Adopt on First Reading, Ordinance No. 2019-31, an Ordinance of the City of Tomball, Texas, Amending Chapter 10, Buildings and Building Regulations, of the Code of Ordinances by Amending Certain Sections of Chapter 10, "Buildings and Building Regulations," to Adopt More Recent Editions of Construction Codes Published by The International Code Council and National Fire Protection Association; Adopting The Property Maintenance Code; Providing for a Penalty of an Amount Not to Exceed $2,000 for Each Violation of Any Provision Hereof; and Making Other Provisions Related to the Subject

Background:
City Staff is pursuing updates to existing building codes. The proposed updates include the following:

From 2012 International Building Code to 2015 International Building Code
From 2012 International Residential Code to 2015 International Residential Code
From 2012 International Mechanical Code to 2015 International Mechanical Code
From 2012 International Plumbing Code to 2015 International Plumbing Code
From 2011 National Electric Code to 2017 National Electric Code

Over the past year, the City's Building Official and Building Inspectors have attended numerous training seminars on the updated codes. On June 4, 2013, a representative from the Insurance Services Office (ISO) met with Community Development staff to evaluate the Permits and Inspections Division utilizing the Building Code Effectiveness Grading Schedule (BCEGS). On June 13, 2013, ISO provided their results to the City (see attached letter dated June 13, 2013) which included the need to adopt the latest codes in order to maintain our existing Class 6 rating.

On April 14, 2014, the Planning and Zoning Commission voted unanimously to recommend approval to the proposed building code updates. An Ordinance to adopt the updated building codes is attached as well as red-lined changes to Chapter 14, Buildings and Building Regulations.

Origination:
Community Development Department

Recommendation:
Approval

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

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Ordinance No. 2019-31
Presentation
IBC Update Letters
ISO Correspondence

ORDINANCE NO. 2019-31

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 10, BUILDINGS AND BUILDING REGULATIONS, OF THE CODE OF ORDINANCES BY AMENDING CERTAIN SECTIONS OF CHAPTER 10, "BUILDINGS AND BUILDING REGULATIONS," TO ADOPT MORE RECENT EDITIONS OF CONSTRUCTION CODES PUBLISHED BY THE INTERNATIONAL CODE COUNCIL AND NATIONAL FIRE PROTECTION ASSOCIATION; ADOPTING THE PROPERTY MAINTENANCE CODE; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED $2,000 FOR EACH VIOLATION OF ANY PROVISION HEREOF; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT.

* * * * * * * * * * *

WHEREAS, the Texas Legislature has adopted the 2000 International Residential Code, the 2017 National Electrical Code, the 2003 International Building Code, and the 2015 International Energy Conservation Code, as the construction codes of the State (Tex. Loc. Gov't Code §§ 214.212, 214.214 & 214.216; Tex. Health & Safety Code § 388.003); and

WHEREAS, the City of Tomball (the "City") may adopt more recent editions and local amendments to the construction codes;

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

Section 1. Section 10-21 of the Code of Ordinances, City of Tomball, Texas, ("City Code") is hereby amended by adding to Section 10-21 the language underscored below and deleting therefrom the language struckthrough below to read as follows:

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

The International Building Code, ~~2012~~ 2015 edition ~~(nonresidential)~~, 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 to the ordinance from which this section is derived and~~ made a part hereof for all purposes, an authentic copy of which shall be kept on file with the City Secretary."

Section 2. Section 10-22 of the City Code is hereby amended by adding to Section 10-22 the language underscored below and deleting therefrom the language struckthrough below to read as follows:

"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.

~~(a) Section 101.4.1 of the building code adopted in section 10-21 is hereby amended to read as follows:~~

101.4.1. *Electrical*. The provisions of the National Electrical Code, ~~2011~~ 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. ~~*Powers and*~~ *Duties* <u>*and Power*</u> *of* ~~*the*~~ *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. <u>Any reference in this code to the code official shall mean the building official or the building official's designee.</u>

104.3 *Notices and* ~~*Stop*~~ ~~*O*~~<u>*o*</u>*rders*. 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 ~~and~~ by adding <u>a</u> new section~~s~~ ~~105.2.2 and~~ 105.8 to provide as follows: ~~105.2. *Work exempt from permit.*~~

~~105.2.2. Fences not over 8 feet high.~~

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 said code is hereby amended to provide as follows:

113.1 ~~*Appeals*~~ *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.

(h) Section 113.2 and 113.3 of said 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 "~~Automatic Sprinkler Systems~~ Where Required" is hereby amended to read as follows: ~~deleted in its entirety Sprinkler systems are required as provided in the International Fire Code, 2012~~ 2015 ~~edition, as adopted.~~

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.

~~(j) Section 1507.8 of said code is hereby amended to provide as follows:~~

~~1507.8 Wood Shingles and Shakes.~~
~~(a) Allowed roof coverings of any structure regulated by this code shall be as provided in this section.~~
~~(b) Wood shingles and shakes are not allowed, shall not be allowed as an alternative material, and shall not be installed or used on any new construction or reproofing of any structure.~~
~~(c) Existing structures which have wood shingles or shakes may be repaired with fire-retardant shingles or shakes of a comparable grade; however, owners shall have the option of installing any allowed Class A, Class B, or Class C roofing material, over the existing wood shingles and shakes, providing the existing roof structural system is adequate for modification. "Repair" means the replacement of damaged or destroyed shingles or shakes, provided the area repaired does not exceed twenty-five percent (25%) of the square foot surface area of the roof. A wood shingle or shake roof may not be replaced with wood shingles or shakes in increments which are undertaken as repairs.~~

~~(k) Section 1507.9 of said code is hereby deleted in its entirety.~~

(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; and
Appendix I, Patio Covers.
Appendix K, Administrative Provisions
Appendix L, Earthquake Recording Instrument
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 ~~to provide~~ 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."

Section 3. Section 10-48 of the City Code is hereby amended by adding to Section 10-48 the language underscored below and deleting therefrom the language struckthrough below:

"Sec. 10-48. - International Residential Code adopted.

The International Residential Code, ~~2012~~ 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 to the ordinance from which this section derives and~~ made a part hereof for all purposes, an authentic copy of which has been filed with the City Secretary."

Section 4. Section 10-50 of the City Code is hereby amended by adding to Section 10-50 the language underscored below and deleting therefrom the language struckthrough below:

"Sec. 10-50. - Enforcement.

The code adopted by section 10-48 shall be enforced by the building ~~inspector~~ official."

Section 5. Section 10-51 of the City Code is hereby amended by adding to Section 10-51 the language underscored below and deleting therefrom the language struckthrough below:

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

(a) Section R103 of the residential code adopted in section ~~10-50~~ 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.

~~Section R105.2 of said code is hereby amended to provide as follows:~~

~~Section R105.2. *Work exempt from permit.*~~
~~105.2.2. Fences not over 8 feet high.~~

(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. ~~Section R103 of said code is hereby amended to provide as follows:~~

(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 ~~by adding to section R108.2 the following provision~~ 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 ~~by adding a new section R108.6~~ 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. ~~*Appeals*~~ *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 ~~of this Ordinance~~ in Section 1-14 of the City Code is substituted in its place.

~~Sections R905.7 and R905.8 of the code are deleted in their entirety and a new section R905.7 is substituted therefor as follows:~~

~~R905.7 Wood Shingles and Shakes.~~

~~(a) Allowed roof coverings of any structure regulated by this code shall be as provided in this section.~~
~~(b) Wood shingles and shakes are not allowed, shall not be allowed as an alternative material, and shall not be installed or used on any new construction or re-roofing of any structure. Existing structures which have wood shingles or shakes may be repaired with fire-retardant shingles or shakes of a comparable grade; however, owners shall have the option of installing any allowed Class A, Class B, or Class C roofing material, over the existing wood shingles and shakes, provided that the existing roof structural system is adequate for modification. "Repair" means the replacement of damaged or destroyed shingles or shakes, provided the area repaired does not exceed twenty-five percent (25%) of the square foot surface area of the roof. A wood shingle or shake roof may not be replaced with wood shingles or shakes in increments which are undertaken as repairs.~~

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

~~Appendices B through D contained in the code are hereby adopted.~~"

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

Ground Snow Load	Wind Speed (mph)	Seismic Design Category	Subject to Damage From				Winter Design Temp	Ice Shield Underlay Required
			Weathering	Frost Line Depth	Termite	Decay		
0	110 b or c	A	Negligible	6″	Very heavy	Slight to moderate	32	No

Flood Hazards	Air Freezing Index	Mean Annual Temp
FIRM and FBFM as adopted by City Code Section 10-395 Firm and FBFM	9	69.9

(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.

Section 6. Section 10-76 of the City Code is hereby amended by adding to Section 10-76 the language underscored below and deleting therefrom the language struckthrough below:

"Sec. 10-76. - International Mechanical Code adopted.

The International Mechanical Code, ~~2012~~ 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."

Section 7. Section 10-77 of the City Code is hereby amended by adding to Section 10-77 the language underscored below and deleting therefrom the language struckthrough below:

"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 ~~Building Safety~~ 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 ~~S~~said code is ~~amended by deleting section 106.~~hereby deleted ~~and appendix B, entitled "Permit Fee Schedule"~~ 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."

Section 8. Section 10-305 of the City Code is hereby amended by adding to Section 10-305 the language underscored below and deleting therefrom the language struckthrough below:

"Sec. 10-305. – Electrical Code Adoption.

(a) With the passing of the ordinance from which this article derives, the ~~2011~~ 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."

Section 9. Section 10-306 of the City Code is hereby deleted in its entirety.

Section 10. Section 10-357 of the City Code is hereby amended by adding to Section 10-357 the language underscored below and deleting therefrom the language struckthrough below:

"Sec. 10-357. – International Plumbing Code adopted.

The International Plumbing Code, ~~2012~~ 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 ~~is attached hereto and~~ made a part hereof for all purposes, an authentic copy of which has been filed with the City Secretary."

Section 11. Section 10-358 of the City Code is hereby amended by adding to Section 10-358 the language underscored below and deleting therefrom the language struckthrough below:

"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 provides as follows:

104.8~~7~~ *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 *Fees ~~-~~schedule*. Fees shall be charged in accordance with the City's fee schedule, as it may be amended from time to time. ~~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 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 ~~of this Ordinance is~~ 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.

~~Section 605 of said code is amended by deleting any and all references to "polybutylene pipe and tubing." Installation of polybutylene pipe and tubing, or use for repair, is prohibited.~~

~~Section 702 of said code is amended by deleting any and all references to concrete pipe and asbestos-cement pipe and tubing. Installation of concrete pipe or asbestos-cement pipe and tubing, or use for repair, is prohibited.~~

(l) Appendices.

(1) Appendix A, Plumbing Permit Fee Schedule, ~~contained in the code~~ is deleted its entirety~~ and appendices B – E~~F ~~contained in said code are hereby adopted."~~

(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
Appendix E, Sizing of Water Piping System"

Section 12. Article IX, "Substandard Buildings," of the City Code is hereby amended by adding to Article IX the language underscored below and deleting therefrom the language struckthrough below:

"ARTICLE IX. - SUBSTANDARD BUILDINGS; PROPERTY MAINTENANCE CODE

Sec. 10-467. – International Property Maintenance Code Adopted.

The International Property Maintenance 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 as the minimum standards applicable to all buildings and structures within the City limits, regardless of the date of construction, in accordance with Section 214.001(b) of the Texas Local Government Code. A copy of said code made a part hereof for all purposes, an authentic copy of which has been filed with the City Secretary."

~~Building standards commission.~~

~~(a) The building standards commission is created, to be composed of five members. The members of the city planning commission shall serve in the role of the building standards commission in addition to their duties as a planning and zoning commission. When fulfilling their duties as the city's building standards commission, the commission shall give public notice through its posted agenda, and such other notice as may be required, in a manner intended to notify the public of the role and duties the commission is fulfilling.~~

~~(b) In addition to the five members of the building standards commission, the city fire marshal and the building inspector shall be ex officio, nonvoting members of the commission. Any employee of the city designated by the city manager shall be authorized to act as substitute for the respective superior of their respective department or division as an ex officio member of the building standards commission.~~

"Sec. 10-468. - Amendments to the International Property Maintenance Code.

(a) Chapter 1 of said code is replaced with Exhibit A attached to this ordinance and incorporated herein by reference showing amendments and deletions to that chapter in accordance with Chapters 214 and 54 of the Texas Local Government Code.

(b) Section 302.4 of said code is hereby amended to provide as follows:

302.4 *Weeds*. Premises and exterior property shall be maintained free from weeds or plant growth in excess of twelve inches (12'). Noxious weeds shall be prohibited. Weeds shall be defined as all grasses, annual plants and vegetation,

other than trees or shrubs provided; however, this term shall not include cultivated flowers and gardens.

Upon failure of the owner or agent having charge of a property to cut and destroy weeds after service of a notice of violation, they shall be subject to prosecution in accordance with Section 106.3 and as prescribed by the authority having jurisdiction. Upon failure to comply with notice of violation, any duly authorized employee of the jurisdiction or contractor hired by the jurisdiction shall be authorized to enter upon the property in violation and cut and destroy the weeds growing thereon, and the costs of such removal shall be paid by the owner or agent responsible for the property.

(c) Section 303.1 of said code is hereby amended to provide as follows:

303.1 *Swimming pools*. Swimming pools shall be maintained in a clean and sanitary condition, and in good repair, in compliance with all requirements applicable to swimming pools contained in the Texas Health and Safety Code. Swimming pools containing water that is black or green in color, or that contain algae or other plants shall be deemed unsanitary.

(d) Section 602.3 of said code is hereby amended provide as follows:

602.3 *Heat supply.* Every owner and operator of any building who rents, leases or lets one or more dwelling units or sleeping units on terms, either expressed or implied to furnish heat to the occupants thereof shall supply heat during the period from November 1 to February 28 to maintain a minimum temperature of 68° F (18° C) in all habitable rooms, bathroom and toilet rooms.

Exceptions:
1. When the outdoor temperature is below the winter outdoor design temperature for the locality, maintenance of the minimum room temperature shall not be required provided that the heating system is operating at is full design capacity. The winter outdoor design temperature for the locality shall be as indicated in Appendix D of the International Plumbing Code.
2. In areas where the average monthly temperature is above 30° F (-1° C), a minimum temperature of 65° F (18° C) shall be maintained.

(e) Section 602.4 of said code is hereby amended to provide as follows:

602.4 *Occupiable work spaces*. Indoor occupiable work spaces shall be supplied with heat during the period from November 1 to February 28 to maintain a minimum temperature of 65° F (18° C) during the period the spaces are occupied.

Exceptions:

1. Processing, storage and operation areas that require cooling or special temperature conditions.
2. Areas in which persons are primarily engaged in vigorous physical activities."

~~Enforcement of orders.~~

~~It shall be the duty of the city council to enforce the orders of the building standards commission or orders of the city council, if an appeal is made, which orders are to be enforced by the council filing action in the appropriate court of the state when so authorized by the council.~~

Sec. 10-469. – Standards for Determination of substandard condition.

All buildings or structures, including but not limited to mobile homes or portable-type buildings, which have any or all of the following defects or lack of facilities, or any unsafe, unsanitary, dangerous, dilapidated, or substandard condition in violation of the property maintenance code, as adopted and amended by the City, shall be deemed substandard buildings or structures:

(1) All buildings or structures that have become deteriorated through natural causes or by damage through exposure to the elements, especially wind, hail or rain, or damage through fire, to the extent that the roof, windows and doors, or portions of the house, building or structure which protect from the weather, will no longer reasonably protect from the weather.

(2) All buildings or structures which constitute, or in which are maintained, fire hazards.

(3) All buildings or structures which are so structurally deteriorated that they are in danger of collapse, or which cannot be expected to withstand reasonable anticipated storms and/or hurricanes.

(4) All buildings or structures so constructed or permitted to be so constructed as to constitute a menace to health or safety, including all conditions conducive to the harboring of rats or mice or other disease-carrying animals or insects reasonably calculated to spread disease, including such conditions hazardous to safety as adequate bracing or the use of deteriorated materials.

Sec. 10-470. - Nuisance declared.

All substandard buildings or structures within the term of this article which shall constitute a menace to the health, morals, safety or general welfare of its occupants or of the public are declared to be public nuisances, subject to the procedures required by state law, and shall be ordered to be vacated, repaired or demolished as hereinafter provided.

Sec. 10-471. - Inspectors.

In the event of a hearing under this Article, which includes a hearing under the property maintenance code or Chapter 214 of the Texas Local Government Code, it shall be the duty of the building official or fire code official, as applicable based on the condition of the structure ~~ex officio members of the building standards commission~~ to inspect all buildings or structures reported to be or believed to be substandard and to present a report of such inspection to the ~~commission~~ Zoning Board of Adjustment, which shall, except in cases of emergency as set forth

in section 10-474, notify the proper party of the intention of such board ~~commission~~ to hold its hearing and follow the procedure provided in ~~section 10-473~~ the property maintenance code, as adopted and amended by the City and in compliance with Chapter 214 of the Texas Local Government Code.

Sec. 10-472. - Criteria for determination of repair, vacation or demolition.

The following standards may be followed in substance by the applicable building or fire code official ~~building standards commission~~ in ~~ordering~~ recommending repair, vacation or demolition of a structure:

(1) If the substandard building or structure can reasonably be repaired so that it will no longer be in a condition which is in violation of the terms of this article, it shall be ordered repaired.

(2) If the substandard building or structure is in such condition as to make it dangerous to the health, morals, safety or general welfare of its occupants or the public, it shall be ordered to be vacated.

(3) In any case where a substandard building or structure is 50 percent (by square footage or building valuation) damaged or decayed, it shall be demolished, and in all cases where a building cannot be repaired so that its existence will no longer be in violation of the terms of this article, it shall be demolished.

~~Sec. 10-473. - Procedure for condemnation.~~

~~Where an emergency does not exist, the following steps may be taken in the condemnation of a substandard building:~~

~~(1) When it shall come to the notice of the building standards commission that a building or structure in the city is substandard under the terms of this article, the commission may cite the owner of the building or structure or his authorized agent or representative to appear and show cause why such building should not be declared to be a substandard building and why he should not be ordered to vacate, repair or destroy such building or structure. The date of such hearing shall be not less than ten days after such citation shall have been made.~~

~~(2) Such citation may be served by delivery of a copy thereof to the owner or the person in possession, or, if such premises is unoccupied, by attaching a copy of such citation in a place of prominence on such building or structure.~~

~~(3) On the day set in such citation for the hearing, the hearing shall be had and on the basis of such hearing the building standards commission shall determine whether or not such building or structure is a substandard building or structure; then, in that event, the commission shall issue such orders as shall appear reasonably necessary to prevent the building or structure from being a hazard to life or property and to eliminate the building or structure's substandard qualities.~~

~~(4) The owner of any substandard building or structure or his authorized representative may appeal from the decision of the building standards commission by giving notice thereof within ten days from the date of the hearing to the city secretary and file with the city secretary a fee as is adopted by resolution. Such appeal shall be to the city~~

council, and upon the perfection of appeal the city council shall set a date for having before it and such appeal shall be by a trial de novo.

(5) Pending appeal, such orders of the building standards commission as shall require vacation of the alleged substandard building or structure or such emergency measures as may have been ordered shall remain in effect, but all other orders of the commission shall be suspended in their operation.

Sec. 10-474. - Emergency measures for condemnation.

When it shall appear that a building or structure in the city is a substandard building or structure under the terms of this article and that such building or structure or the manner of its use constitutes an immediate and serious danger to life or property, the condition shall be deemed a condition justifying the use of emergency measures, and the building standards commission, or a majority of the commissioners, may order any of the following emergency measures to be taken:

(1) Immediate vacation of such building, structure and/or adjoining buildings or structures.

(2) Vacation of the danger area around such building or structure.

(3) Such emergency shoring-up and bracing of walls, roofs and supports as are required to render such buildings or structures safe.

(4) The destruction of such walls, roofs and supports or the entire structure or so much thereof as cannot be braced or made secure.

(5) The posting of notices on or near such building or structure notifying the public of such order and ordering all persons to keep out of such building or structure and the areas of danger surrounding it.

Sec. 10-475. - Notice of emergency measures.

When any of the measures as set forth in section 10-474 are ordered to be taken, notice of such order shall be given as follows:

(1) Such order shall be directed to the owner of such building or structure or his authorized representative, if such shall be known. Where notification can be accomplished without increasing the danger to life or property, notice shall be given by personal service on the owner, if known, of the building or structure or his representative.

(2) If such notification would create such a delay as would materially increase the danger to life or property, then such notice need not be given.

Sec. 10-476. - Lien against property.

If notification is unnecessary or if such notice is given and the owner or his representative shall refuse or fail to carry out the order of the building standards commission or shall fail to carry out such order satisfactorily in the judgment of the commission, then, in either of such events, the commission, upon approval of the mayor, may proceed to carry out such order, either

~~by private contract or through an agency of the city, and all costs thus incurred shall constitute a valid lien against the property so affected.~~

Section 13. Chapter 10, Buildings and Building Regulations, of the Code of Ordinances shall be revised and amended as indicated above.

Section 14. This Ordinance shall in no manner amend, change, supplement, or revise any other provision of Chapter 10, Buildings and Building Regulations, of the Code of Ordinances except as indicated above.

Section 15. All ordinances or portions thereof, of the City of Tomball, in conflict with the provisions of this ordinance, to the extent of such conflict, are hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

Section 16. 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 17. 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, in accordance with the general penalty provision of Section 1-14 of the City Code. Each day of violation shall constitute a separate offense.

Section 18. 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 _____ 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN QUINN	_____

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 _____ 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN QUINN	_____

_____
Gretchen Fagan, Mayor

ATTEST:

_____
Doris Speer, City Secretary

Building Code Updates

Community Development Department

Purpose of Codes

- Reduces potential hazards
- Promotes higher quality construction
- Protects investments
- Promotes energy conservation/lower utility bills

Why Update Codes?

- Updated technology and methods
- ISO Building Code Effectiveness Grading Schedule (BCEGS)
- Industry standard
- Many surrounding communities are on newer codes

Comparable Cities

Municipality	Building Code	Fire Code
Bellaire	2018	2018
Humble	2018	2018
West University Place	2018	2018
Katy	2015	2015
Stafford	2015	2015
Pearland	2015 (in process of 2018)	2015 (in process of 2018)
Webster	2015	2015
Friendswood	2012	2012
Jersey Village	2012	2012
Conroe	2009	2009

Where Are We Today?

- 2012 International Building Code
- 2012 International Residential Code
- 2012 International Mechanical Code
- 2012 International Plumbing Code
- 2011 National Electrical Code
- 2012 International Fire Code

Why The Urgency?

- ISO review of the City in early 2019
  - Proposed BCEGS re-rating of Class 9 (current Class 4)
  - Municipalities with effective, well-enforced codes should demonstrate lower losses and insurance rates

- Deadline to adopt updated codes is January 1, 2020 to maintain current Class 4

Proposed Changes

- Change from 2012 to 2015
  - International Building Code
  - International Residential Code
  - International Mechanical Code
  - International Plumbing Code
  - International Fire Code
- Change from 2011 to 2017
  - National Electrical Code (State mandate)
- Adopt
  - 2015 International Property Maintenance Code
- Means of Appeal
  - Board of Adjustments

Proposed Changes

- Automatic sprinkler systems
  - As interpreted by the Fire Marshal
- House Bill 2439
  - Allow wood shingles and shakes
  - Allow polybutylene pipe and tubing
  - Allow concrete pipe
  - Allow asbestos cement pipe and tubing

What Has Been Done So Far?

- Purchased updated code books
- Training for the Building Division
- Informed the development community of proposed update

2012 vs. 2015

- Mostly just clarifications
- Allows for new technology
- 2015 codes have become the “industry standard”
- Consistent with State-mandated Energy Conservation Code (2015 IECC)
- Anticipate no impact on day-to-day building plan review and permitting matters

Development Community Feedback

- “upgrade to the 2015 code has been easy”
- “we have not had a problem adjusting to the IBC 2015”
- “while there are some differences it’s not a sweeping change, just some technical updates”
- “not really any major changes that will cause any drastic differences in construction cost”
- “the 2015 building codes will not significantly impact my practice”
- “I have not seen anything of concern in regards to differences between the sets of international building codes”

Schedule

- Planning & Zoning Commission on October 14th
  - Recommended approval
- City Council on November 4th (1st reading)
- City Council on November 18th (2nd reading)
- Effective date of updated codes on January 1st (new Building Permit submittals)

Craig Meyers

From: John McGowan
Sent: Saturday, September 14, 2019 11:55 AM
To: Ken Cole; Craig Meyers
Subject: Fwd: Comparison of the IBC 2012 and IBC 2015 Building Code

Follow Up Flag: Flag for follow up
Flag Status: Flagged

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---------- Forwarded message ----------
From: "**henri@newvortex.com**" <henri@newvortex.com>
Date: Fri, Sep 13, 2019 at 8:04 PM -0500
Subject: Comparison of the IBC 2012 and IBC 2015 Building Code
To: "John McGowan" <JMcGowan@tomballtx.gov>

John McGowan
Assistant Building Official
City of Tomball, Texas

Per your request regarding our opinion of the upgrade to the IBC 2015 building code versus the existing IBC 2012 version.

We, as Architects, have been working with all the different codes around the Houston area and the upgrade to the 2015 code has been easy.
Furthermore, we have not heard any serious comments or any comments from general contractors regarding upgrading to the 2015 code.

The 2015 Energy code of course is much more different and does cost more to do in general but the IBC 2015 upgrade makes good sense in the changes that were made.

That's our opinion and we have not had a problem adjusting to the IBC 2015 and even the IBC 2018 for that matter.

Sincerely,
H Klok, Architect

From: Jeff Robinson [mailto:jdrobinson@northwindsconst.com]
Sent: Thursday, October 03, 2019 3:21 PM
To: John McGowan
Subject: RE: Help with Code changers

Hey John,

I spoke with our architects and they pretty much said there's not really any major changes that will cause any drastic differences in construction cost. They did mention it makes things more difficult when the local municipalities are on different code vs have a little uniformity. I hope this helps.

Sincerely,

Jeff D. Robinson

15400 Vantage Parkway West
Houston, TX 77032
jdrobinson@northwindsconst.com
www.northwindsconst.com
Off: 713-671-5300
Fax: 713-671-5340
Cel: 832-435-3628

GMS Home/Commercial Inspection Service, LLC
28342 Emerald Oaks
Magnolia, TX 77355
281-413-1511

Date: 10/8/19

To: Mr Ken Cole, Building Official
401 Market Street
Tomball, TX 77375

Reference: 2015 IRC recommendations.

Mr Cole, as we discussed the differences between the 2012 and the 2015 IRC to include the mechanical codes as negligible with no significant change creating additional building cost. The overall changes reflect additional clarification and or minor adjustments to various codes.

To consider recommendations In the 2018 IRC to include the mechanical codes as changes here as well are negligible with no significant change creating additional building cost. This code has some additional clarification with installation of foam insulation direction with concern to attic venting moisture diffusion and supply air requirements. This has been a concern since the popular use of foam insulation in residential and commercial construction in recent years. This corrects a health concern. There is also clarification of high velocity kitchen exhaust systems to include fresh air combustion air. This code clarify's the exception with the absence of additional gas appliances in the envelope this requirement is not needed saving the cost of a fresh air system.
If you have any further questions please do not hesitate to call.

Best regards,

George M. Sanders
President
GMS Home/Commercial Inspection Service

Waggoner Architecture LLC

22910 Wren Lane

Tomball, TX 77377

832-577-1277

09/16/2019

In Reference to:

Change from 2012 International Building Codes to 2015 International Building Codes For City of Tomball

Architect:

Janice Waggoner, RA
22910 Wren Lane
Tomball, TX 77377

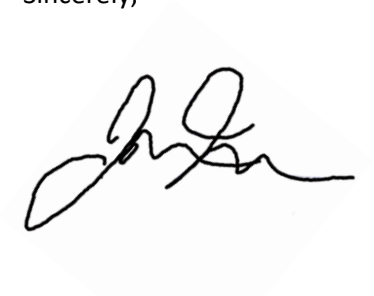
To whom it may concern:

City of Tomball's change from the 2012 building codes to the 2015 building codes will not significantly impact my practice. I have been following the 2015 building codes since they came out and only revert back to 2012 codes if it benefits a client to do so, which is very rare.

State of Texas adopted the 2015 International Building Codes some time ago, which I use in areas without adopted building codes.

I have not seen anything of concern in regards to differences between the sets of International building codes.

Sincerely,



Janice Waggoner, RA TX 21849
Waggoner Architecture LLC
832-577-1277

1000 Bishops Gate Blvd., Suite 300
Mt. Laurel, NJ 08054

tel. 1 800 444-4554

January 31, 2019

Mr. Kenneth Cole, Building Official
Tomball
501 James Street
Tomball, TX 77375

Re: Building Code Effectiveness Grading Schedule Survey Results
Tomball, Harris County, TX

Dear Mr. Cole:

We wish to thank you for the cooperation given to us during our recent Building Code Effectiveness Grading Schedule (BCEGS) survey. Insurance Services Office, Inc. (ISO) is the leading supplier of statistical data, underwriting information, and actuarial analysis to the property/casualty insurance industry in the United States. The BCEGS classifications are distributed by ISO for use by property/casualty insurers to assist in their insurance underwriting and premium development programs for residential and commercial properties. Insurers can use the BCEGS classification number to offer insurance premium discounts to eligible properties in Tomball.

ISO has completed its analysis of the building codes adopted by your community and the effort put forth to enforce those codes. The resulting BCEGS Classification is a Class 9 for 1& 2 family residential property and a Class 9 for commercial and industrial property.

The new Classification is a regression from the former Class 4 for 1& 2 family residential property and a Class 4 for commercial and industrial property. The attached table details opportunities for improvement to regain your prior classification.

A revised BCEGS classification would apply to new buildings receiving a Certificate of Occupancy during or after the calendar year in which the revision takes place.

Before we re-classify your community to reflect this change, we would like to know if Tomball desires to develop a program to regain Class PL 4 and CL 4. If this letter is acknowledged by February 28, 2019 advising us that this matter will be reviewed, we will postpone the implementation of the classification changes.

After review, if it is your decision to begin an improvement program to regain PL Class 4 and CL class 4, we will need to receive, by April 30, 2019, a list of the changes you intend to make. Additionally, we would appreciate your estimate of the amount of time needed to complete each item. No re-classifying action will be taken if changes are implemented to regain the current classification within one year of the receipt of this letter.

We want to highlight the fact that the ISO Building Code Effectiveness Grading program is an advisory insurance underwriting information and rating tool. It is not intended to analyze all aspects of a comprehensive building code enforcement program. It is not for purposes of determining compliance with any state or local law nor is it for making loss prevention or loss safety recommendations.

If you have any questions about the classification that was developed, please let us know.

Sincerely,

Esther Solá

Esther Solá |BCEGS Community Mitigation/Technical Analyst
Cell (312) 241-7297
Fax (201) 748-7082
Email: esola@verisk.com

cc: Mr. Robert Hauck, City Manager
Tomball
401 Market Street
McKinney, TX 75070

Enclosure

Building Code Effectiveness Grading Point Comparison

	Point Totals						
	Current Grading Yr: 2019		Maximum Point Possible	Previous Grading Yr: 2014		Difference	
	Com	Res		Com	Res	Com	Res
Section I - Administration of Codes	**25.76**	**25.59**	**54.00**	**42.17**	**41.57**	**-16.41**	**-15.98**
Section 105 - Adopted Codes	2.21	2.10	8.00	8.00	7.60	-5.79	-5.50
Section 108 - Additional Code Adoptions	1.39	1.39	4.00	3.35	3.35	-1.96	-1.96
Section 110 - Modification to Adopted Codes	1.11	1.05	4.00	4.00	3.80	-2.89	-2.75
Section 112 Method of Adoption	0.00	0.00	1.00	0.00	0.00	0.00	0.00
Section 115 - Training	11.18	11.18	13.00	12.01	12.01	-0.83	-0.83
Section 120 - Certification	5.21	5.21	12.00	8.33	8.33	-3.12	-3.12
Section 125 - Building Official's Qualification / Exp/ Education	1.90	1.90	4.00	2.50	2.50	-0.60	-0.60
Section 130 - Selection Procedure for Building Official	0.00	0.00	0.50	0.25	0.25	-0.25	-0.25
Section 135 - Design Professionals	0.00	0.00	2.00	0.00	0.00	0.00	0.00
Section 140 - Zoning Provisions	0.00	0.00	1.00	0.00	0.00	0.00	0.00
Section 145 - Contractor / Builder Licensing & Bonding	0.40	0.40	1.00	0.23	0.23	0.17	0.17
Section 155 - Public Awareness Programs	1.36	1.36	2.50	2.50	2.50	-1.14	-1.14
Section 160 - Participation in Code Development Activities	0.50	0.50	0.50	0.50	0.50	0.00	0.00
Section 165 - Administrative Policies & Procedures	0.50	0.50	0.50	0.50	0.50	0.00	0.00
Section II - Plan Review	**15.41**	**15.06**	**23.00**	**12.60**	**13.05**	**2.81**	**2.01**
Section 205 - Existing Staffing	3.41	3.06	9.00	1.70	2.15	1.71	0.91
Section 210 - Experience of Personnel	1.50	1.50	1.50	0.90	0.90	0.60	0.60
Section 215 - Detail of Plan Review	9.50	9.50	11.50	9.50	9.50	0.00	0.00
Section 220 - Performance Evaluation for Quality Assurance	1.00	1.00	1.00	0.50	0.50	0.50	0.50

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Building Code Effectiveness Grading Point Comparison (continued)

	Point Totals						
	Current Grading Yr: 2019		Maximum Point Possible	Previous Grading Yr: 2014		Difference	
	Com	Res		Com	Res	Com	Res
Section III - Field Inspection	16.51	20.65	23.00	19.40	19.40	-2.89	1.25
Section 305 - Existing Staffing	4.86	9.00	9.00	9.00	9.00	-4.14	0.00
Section 310 - Experience of Personnel	2.65	2.65	3.00	2.90	2.90	-0.25	-0.25
Section 315 - Managing Inspection and Re-inspection activity	1.00	1.00	1.00	1.00	1.00	0.00	0.00
Section 320 - Inspection Checklist	0.00	0.00	2.00	0.00	0.00	0.00	0.00
Section 325 - Special Inspections	1.00	1.00	1.00	0.00	0.00	1.00	1.00
Section 330 - Inspections for Natural Hazard Mitigation	1.50	1.50	1.50	1.50	1.50	0.00	0.00
Section 335 - Final Inspections	2.50	2.50	2.50	2.50	2.50	0.00	0.00
Section 340 - Certificate of Occupancy	2.00	2.00	2.00	2.00	2.00	0.00	0.00
Section 345 - Performance Evaluations for Quality Assurance	1.00	1.00	1.00	0.50	0.50	0.50	0.50
Subtotal:	57.68	61.30	100.00	74.17	74.02	-16.49	-12.72
The final score is determined by a relationship between Item 105 and the balances of the scoring.							
Final Score:	17.53	17.64	100.00	74.17	70.70	-56.64	-53.06

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City of Tomball

Gretchen Fagan
Mayor

Robert Hauck
City Manager

February 12, 2019

Ms. Esther Sola', BCEGS Community Mitigation/Technical Analyst
Insurance Services Office, Inc. (ISO)
Transmitted via email to: esola@verisk.com

Re: City of Tomball Building Code Effectiveness Grading Schedule Survey Results

Dear Ms. Sola':

This letter is to inform you that the City of Tomball will be developing an action plan to improve upon or regain the City of Tomball's BCEGS prior classifications and that we will forward you the action plan prior to the April 30, 2019 deadline.

If you have any questions or require more information prior to the April 30, 2019 deadline specifying our intended action, please contact me directly at cmeyers@tomballtx.gov or 281.290.1412. Thank you.

Sincerely,

Craig T. Meyers, PE, CFM
Community Development Director

City of Tomball

Gretchen Fagan
Mayor

Robert Hauck
City Manager

April 10, 2019

Ms. Esther Sola', BCEGS Community Mitigation/Technical Analyst
Insurance Services Office, Inc. (ISO)
Transmitted via email to: esola@verisk.com

Re: City of Tomball Building Code Effectiveness Grading Schedule Classification

Dear Ms. Sola':

The City of Tomball has commenced the process of updating Building Codes in an effort to improve upon our BCEGS Classification for one and two family residential properties and commercial and industrial properties. Currently the City of Tomball enforces the 2012 International Building Code, 2012 International Residential Code, 2012 International Mechanical Code, 2012 International Plumbing Code and 2011 National Electric Code. As part of the update, City of Tomball staff is pursuing a transition to the 2015 International Building Code, 2015 International Residential Code, 2015 International Mechanical Code, 2015 International Plumbing Code and 2014 National Electric Code.

Over the past few months, Building Permits and Inspections Division personnel have attended numerous training classes on the updated Codes. City staff is scheduled to attend more training classes in the upcoming months to become more familiar with the updated Codes and we anticipate preparing and presenting an Ordinance to adopt the updated Codes mentioned above to the Tomball City Council no later than the end of the 2019.

If you have any questions or require more information regarding our intended action, please contact me directly at cmeyers@tomballtx.gov or 281.290.1412. Thank you.

Sincerely,

Craig T. Meyers, PE, CFM
Community Development Director

cc: Mr. Kenneth Cole, City of Tomball Building Official

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:

Adopt, on First Reading, Ordinance No. 2019-32 an Ordinance of the City of Tomball, Texas, Amending Chapter 20, "Fire Prevention and Protection", of the Code of Ordinances by Amending Sections 20-25, 20-26, 20-28, and 20-48 and Adopting the 2015 Edition of The International Fire Code as published by The International Code Council and The 2015 Edition of The Life Safety Code as published by The National Fire Protection Association; Providing for a Penalty Not to Exceed $2,000 for Each Violation of Any Provision Hereof; and Making Other Provisions Related to the Subject

Background:

The City has adopted various versions of the International Fire Code over the past several years. This code is updated every three years. Presently, the City includes the 2012 version in its ordinances. Historically, the City remains one code cycle behind in its adoption cycle to allow for other, larger adopters to work through any issues that may arise. With the 2018 version in place, the Fire Department requests that the City adopt the 2015 version of the IFC and the 2015 version of the Life Safety Code.

Origination:

Fire Department

Recommendation:

Adopt Ordinance No. 2019-32 on First Reading

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

Joe Sykora, Fire Marshal

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Ordinance No. 2019-32

ORDINANCE NO. 2019-32

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 20, "FIRE PREVENTION AND PROTECTION", OF THE CODE OF ORDINANCES BY AMENDING SECTIONS 20-25, 20-26, 20-28, AND 20-48 AND ADOPTING THE 2015 EDITION OF THE INTERNATIONAL FIRE CODE AS PUBLISHED BY THE INTERNATIONAL CODE COUNCIL AND THE 2015 EDITION OF THE LIFE SAFETY CODE AS PUBLISHED BY THE NATIONAL FIRE PROTECTION ASSOCIATION; PROVIDING FOR A PENALTY NOT TO EXCEED $2,000 FOR EACH VIOLATION OF ANY PROVISION HEREOF; AND MAKING OTHER PROVISIONS RELATED TO THE SUBJECT

* * * * * * * * * *

WHEREAS, the City of Tomball (the "City") is proposing to adopt the 2015 editions, with local amendments, of the construction codes published by the International Code Council; and

WHEREAS, the International Code Council recommends that the fire code adopted by a city be the same edition as all other construction codes adopted by a municipality for the sake of consistency between codes; and

WHEREAS, the Fire Chief has recommended certain amendments to the International Fire Code;

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. Section 20-25 of the Tomball Code of Ordinances ("City Code") is hereby amended by adding to Section 20-25 the language underscored below and deleting therefrom the language struckthrough below to read as follows:

"Sec. 20-25. - International Fire Code adopted.

~~For the purpose of providing regulations consistent with nationally recognized practices for the reasonable protection of life and property from the hazards of fire, the city hereby adopts the International Fire Code, 2012~~ 2015 ~~edition, hereinafter sometimes referred to as the "code," with appendix chapters B through J, as published by the International Code Council, Inc., except such portions as are deleted or amended by this article, and the same are hereby adopted and incorporated as fully as if set out at length herein. One copy of the code is now filed in the office of the city secretary. From the date on which the ordinance from which this article is derived shall take effect, the provisions thereof shall be controlling within the limits of the city and its extraterritorial jurisdiction~~ The International Fire 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 of 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 Article IX of the City Code, the most restrictive provision shall prevail."

Section 3. Section 20-26 of the City Code is hereby amended by adding to Section 20-26 the language underscored below and deleting therefrom the language struckthrough below to read as follows:

"Sec. 20-26. - Life Safety Code, NFPA 101.

The NFPA 101, ~~2012~~ 2015 edition, as published by the National Fire Protection Association, Inc., and as amended herein, is hereby adopted in its entirety with the listed exceptions. A copy of said Life Safety Code is attached to the ordinance from which this article is derived and made a part hereof for all purposes, an authentic copy of which has been filed with the city secretary. "

Section 4. Section 20-28 of the City Code is hereby amended by adding to Section 20-28 the language underscored below and deleting therefrom the language struckthrough below to read as follows:

"Sec. 20-28. - Amendments to the ~~2012~~2015 International Fire Code.

The following sections of the fire code adopted in Section 20-27 of the City Code are amended as follows:

(a) Section 102.7 of the fire code adopted in section 20-27 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. ~~Where differences occur between the provisions of this code and the referenced standards, the provisions of this code shall apply.~~ Whenever 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, and 103.4 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~~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 108 is hereby amended by deleting section 108.~~3~~1 and substituting therefore a new section 108.~~3~~1 to provide as follows:

108.~~3~~1 Board of Appeals Established. The Board of Appeals shall be ~~made up of the members of the City Council~~ 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 109.4 of said code is hereby ~~amended to provide as follows :~~deleted in its entirety and the penalty provision in Section 1-14 of the City Code is substituted in its place.

~~*109.4 Violation penalties.* Any person, firm, corporation, or other entity who violates a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor punishable by a fine of not more than two thousand dollars ($2,000.00). Each day that a violation continues shall constitute a separate offense.~~

(e) Section 111.4 of said code is hereby amended to provide as follows:

111.4 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 not to exceed two thousand dollars ($2,000.00).

(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 ~~c~~Chief of the ~~f~~Fire ~~d~~Department.

Fire Code Official shall mean the ~~f~~Fire ~~m~~Marshal, or a duly authorized representative, as the designated authority charged by the ~~f~~Fire ~~c~~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.

Standby Personnel shall mean qualified fire service personnel, approved by the ~~f~~Fire ~~c~~Chief or ~~f~~Fire ~~m~~Marshal. When utilized, the number required

shall be as directed by the ~~f~~Fire ~~c~~Chief or ~~f~~Fire ~~m~~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 105.6 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.~~1~~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 ~~amended~~ 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. Trench burns or ceremonial 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 cooking devices. Charcoal burners and other open-flame cooking 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 adding section 319 that shall provide as follows:

Section 319 – Mobile Food Preparation Vehicles

319.1 *General*.
Mobile food preparation vehicles that are equipped with appliances that produce smoke or grease-laden vapors shall comply with this section.

319.2 *Inspection and Permit required*.
Inspection by the fire code official shall be required prior to operation of any mobile food preparation vehicle within the city limits. A permit shall be required in accordance with Section 105.6 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.

319.3 *Exhaust hood*.
Cooking equipment that produces grease-laden vapors shall be provided with a kitchen exhaust hood in accordance with Section 609.

319.4 *Fire protection*.
Fire protection shall be provided in accordance with Sections 319.4.1 and 319.4.2.

319.4.1 *Fire protection for cooking equipment*.

Cooking equipment shall be protected by automatic fire extinguishing systems in accordance with Section 904.12.

319.4.2 *Fire extinguisher*.
Portable fire extinguishers shall be provided in accordance with Section 906.4.

319.5 *Appliance connection to fuel supply piping*.
Gas cooking appliances shall be secured in place and connected to fuel-supply piping with an appliance connector complying with ANSI Z21.69/CSA 6.16. The connector installation shall be configured in accordance with the manufacturer's installation instructions. Movement of appliances shall be limited by restraining devices installed in accordance with the connector and appliance manufacturers' instructions.

319.6 *Cooking oil storage containers*.
Cooking oil storage containers within mobile food preparation vehicles shall have a maximum aggregate volume not more than 120 gallons (454 L), and shall be stored in such a way as to not be toppled or damaged during transport.

319.7 *Cooking oil storage tanks*.
Cooking oil storage tanks within mobile food preparation vehicles shall comply with Sections 319.7.1 through 319.7.5.2.

319.7.1 *Metallic storage tanks*.
Metallic cooking oil storage tanks shall be *listed* in accordance with UL 80 or UL 142, and shall be installed in accordance with the tank manufacturer's instructions.

319.7.2 *Nonmetallic storage tanks*.
Nonmetallic cooking oil storage tanks shall be installed in accordance with the tank manufacturer's instructions and shall comply with both of the following:
1. Tanks shall be *listed* for use with cooking oil, including maximum temperature to which the tank will be exposed during use.
2. Tank capacity shall not exceed 200 gallons (757 L) per tank.

319.7.3 *Cooking oil storage system components*.
Metallic and nonmetallic cooking oil storage system components shall include, but are not limited to, piping, connections, fittings, valves, tubing, hose, pumps, vents and other related components used for the transfer of cooking oil.

319.7.4 *Design criteria.*

The design, fabrication and assembly of system components shall be suitable for the working pressures, temperatures and structural stresses to be encountered by the components.

319.7.5 *Tank venting.*
Normal and emergency venting shall be provided for cooking oil storage tanks.

319.7.5.1 *Normal vents*.
Normal vents shall be located above the maximum normal liquid line, and shall have a minimum effective area not smaller than the largest filling or withdrawal connection. Normal vents are not required to vent to the exterior.

319.7.5.2 *Emergency vents*.
Emergency relief vents shall be located above the maximum normal liquid line, and shall be in the form of a device or devices that will relieve excessive internal pressure caused by an exposure fire. For nonmetallic tanks, the emergency relief vent shall be allowed to be in the form of construction. Emergency vents are not required to discharge to the exterior.

319.8 *LP-gas systems*.
Where LP-gas systems provide fuel for cooking appliances, such systems shall comply with Chapter 61 and Sections 319.8.1 through 319.8.5.

319.8.1 *Maximum aggregate volume*.
The maximum aggregate capacity of LP-gas containers transported on the vehicle and used to fuel cooking appliances only shall not exceed 200 pounds (91 kg) propane capacity.

319.8.2 *Protection of container*.
LP-gas containers installed on the vehicle shall be securely mounted and restrained to prevent movement.

319.8.3 *LP-gas container construction*.
LP-gas containers shall be manufactured in compliance with the requirements of NFPA 58.

319.8.4 *Protection of system piping*.
LP-gas system piping, including valves and fittings, shall be adequately protected to prevent tampering impact damage, and damage from vibration.

319.8.5 *LP-gas alarms*.

A *listed* LP-gas alarm shall be installed within the vehicle in the vicinity of LP-gas system components, in accordance with the manufacture's instructions.

319.9 *CNG systems.*
Where CNG systems provide fuel for cooking appliances, such systems shall comply with Sections 319.9.1 through 319.9.4.

319.9.1 *CNG containers supplying only cooking fuel*.
CNG containers installed solely to provide fuel for cooking purposes shall be in accordance with Sections 319.9.1.1 through 319.9.1.3.

319.9.1.1 *Maximum aggregate volume*.
The maximum aggregate capacity of CNG containers transported on the vehicle shall not exceed 1,300 pounds (590 kg) water capacity.

319.9.1.2 *Protection of container*.
CNG containers shall be securely mounted and restrained to prevent movement. Containers shall not be installed in locations subject to a direct vehicle impact.

319.9.1.3 *CNG container construction*.
CNG containers shall be an NGV-2 cylinder.

319.9.2 *CNG containers supplying transportation and cooking fuel*.
Where CNG containers and systems are used to supply fuel for cooking purposes in addition to being used for transportation fuel, the installation shall be in accordance with NFPA 52.

319.9.3 *Protection of system piping*.
CNG system piping, including valves and fittings, shall be adequately protected to prevent tampering, impact damage and damage from vibration.

319.9.4 *Methane alarm*.
A listed methane gas alarm shall be installed within the vehicle in accordance with manufacturer's instructions.

319.10 *Maintenance*.
Maintenance of systems on mobile food preparation vehicles shall be in accordance with Sections 319.10.1 through 319.10.3.

319.10.1 *Exhaust system*.
The exhaust system, including hood, grease-removal devices, fans, ducts and other appurtenances, shall be inspected and cleaned in accordance with Section 609.3.

319.10.2 *Fire protection systems and devices*.
Fire protection systems and devices shall be maintained in accordance with Section 901.6.

319.10.3 *Fuel gas systems*.
LP-gas containers installed on the vehicle and fuel-gas piping systems shall be inspected annually by an *approved* inspection agency or a company that is registered with the U.S. Department of Transportation to requalify LP-gas cylinders, to ensure that system components are free from damage, suitable for the intended service and not subject to leaking. CNG containers shall be inspected every 3 years in a qualified service facility. CNG containers shall not be used past their expiration date as listed on the manufacturer's container label. Upon satisfactory inspection, the *approved* inspection agency shall affix a tag on the fuel gas system or within the vehicle indicating the name of the inspection agency and the date of satisfactory inspection.

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

*404.6*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 13 feet 6 inches (4115 mm).~~Fire apparatus access roads shall have an unobstructed width of not less than 24 feet (7315 mm) 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.

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 fFire 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 of said code is hereby deleted and a new section 506 is substituted therefore to provide as follows:

506 - Key Boxes

506.1 Key boxes required. The following structures and/or properties shall be equipped with an approved key lock security system box or electronic override key switch at or near the main entrance or such other location as required by the Fire Marshal:

1. Structures that are either equipped with, or required to be equipped with, fire sprinkler systems or fire detection alarm systems that report to an alarm monitoring center;

2. Multifamily residential structures that have restricted access through locked doors or gates and that have a common area or corridor for access to the living units;

3. Buildings, regardless of use or occupancy, that contains four (4) or more occupancies within the same structure that have separate entryways and exit ways that are separated by tenant space and/or have restricted common entryways and exit ways into the common area of the building;

4. Properties having mechanical gates that control vehicular and pedestrian access to commercial property or to streets in subdivisions, apartment complexes, condominiums or other residential developments which contain more than two residential units; or

5. Commercial property with parking garages or secured parking and storage unit areas that will restrict access for emergency services.

6. In new and existing buildings where an elevator is provided, an approved box suitable for the storage of elevator keys and shall be located near the elevator car.

7. For any building above two stories or any Group E, H, I occupancy, including buildings used for higher education; a box shall be provided in an approved location for the storage of building specific data, not limited to floor plans, MSDS information and equipment disconnects to assist with emergency operations.

506.~~3~~2 Type of key lock box required. The Fire Marshal shall designate the type of 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.

506.~~4~~3 Access to buildings. The owner or operator of a structure and/or property required to have a key lock box shall at all times keep the required keys in the lock box that will allow for access to the structure, required rooms and/or property. Required keys shall not include keys to individual living units.

(v) Section ~~807.4.4.2~~ 807.5.5.2 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 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, ~~exception #1 and #2 only~~

Section 903.4, exceptions #1 and #3 only

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

~~Any~~ An automatic fire sprinkler system shall be required through any building if any building or individual suite in a multitenant strip center, having a fire area and/or occupant load greater than that allowed by the code without a fire sprinkler system ~~shall be provided with an automatic fire sprinkler system if it is determined that an amount greater or equal to fifty percent (50%) of the properties appraised value~~ is effected by a manmade or natural disaster, including fire, to an extent that: (i) 50% of the total square footage of the strip center is impacted by the 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 strip center as shown on the County's latest tax roll prior to the disaster.

(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, 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.

~~(aa~~bb~~)~~ ~~Section 907.1.3 of said code is hereby amended by adding the following section:~~

~~*907.1.3.1 Design Standards.* All fire alarm systems new or replacement serving fifty (50) or more alarm actuating devices shall be intelligent addressable fire detection systems.~~

~~Exception: Existing systems need not comply unless a building remodel or expansion initiated after the effective date of this code, as adopted, causes the total fire area to exceed the square footage of the building in the applicable sections of this code.~~

(bb) 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 other than in Group U occupancies that have a fire area exceeding 5000 square feet 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.

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

Manual alarm actuating devices shall be an approved double action type and have protective covers.

(dd) Section 907.6.~~5~~6 of said code is hereby amended to provide as follows:

Section 907.6.~~5~~6 Monitoring. An approved supervising station in accordance with NFPA 72 fire alarm systems shall monitor all new and existing manual, automatic, or manual and automatic fire alarm system.

(ee) Section 912.1 of said code is hereby amended by adding criteria #1 to provide as follows:

1. The fire department connection for standpipe systems shall be located remotely.

(ff) Section ~~1015.1~~ 1006.2 of said code is hereby amended by adding ~~#4~~41to the list of requirements.

41. Each individual tenant space in a retail strip center shall be provided with a secondary exit door in an approved location, regardless of travel distance or occupant load.

(gg) Section 5601.1.3 of said code is hereby ~~amended by deleting the "exceptions" contained in paragraphs numbered 1 through 4 and adding the following sections~~ 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:

Only when approved for fireworks displays, storage and handling of fireworks as provided in section 5601.2.4.2 and 5601.4.

The use of fireworks for approved displays as permitted in section 5608.

(hh) Appendix table D103.4 of said code is hereby deleted in its entirety and a new Appendix table D103.4 is substituted therefore ~~amended~~ 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	

~~*Table D103.4.* Width should be a minimum of 24 feet for lengths up to 500 feet.~~

(ii) The following subsection 1 of Section D103.5 of Appendix D~~103.5~~ of said code is hereby amended to provide as follows:

~~Appendix D103.5. *Fire apparatus access road gates*. Gates securing the fire apparatus access roads shall comply with all of the following criteria:~~

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

~~"(e) Section 109.3 of said code is hereby amended to provide as follows:~~

~~*109.3 Violation penalties.* Any person, firm, corporation, or other entity who violates a provision of this code or shall fail to comply with any of the requirements thereof or who shall erect, install, alter, repair or do work in violation of the approved construction documents or directive of the fire code official, or of a permit or certificate used under provisions of this code, shall be guilty of a misdemeanor punishable by a fine of not more than two thousand dollars ($2,000.00). Each day that a violation continues shall constitute a separate offense.~~"

(jj) Appendices.

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

Appendix A, Board of Appeals

Appendix K, Construction Requirements for Existing Ambulatory Care Facilities

Appendix M, High-Rise Buildings – Retroactive Automatic Sprinkler Requirement

(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 E, Hazard Categories
Appendix F, Hazard Ranking
Appendix G, Cryogenic Fluids – Weight and Volume Equivalents
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
Appendix L, Requirements for Fire Fighter Air Replenishment Systems; provided, however, this appendix L shall apply to new construction only.

Section 5. Section 20-48 of the City Code is hereby amended by adding to Section 20-48 the language underscored below and deleting therefrom the language struckthrough below to read as follows:

"Sec. 20-48. - Amendments to NFPA 13D.

(a) Section 3.3.1~~3~~4.2 of NFPA 13 D is hereby amended by ~~deleting~~ adding the following sentence to the definition of "Control Valve":

Each system shall have a single control valve arranged to shut off both the domestic system and the sprinkler system, and there shall be a separate shutoff valve for the domestic system only. However, the sprinkler system shall be permitted to have a separate control valve where supervised by a central station or remote station alarm service."

Section 6. Chapter 20, Fire Prevention and Protection, of the Code of Ordinances shall be revised and amended as indicated above.

Section 7. This Ordinance shall in no manner amend, change, supplement, or revise any other provision of Chapter 20, Fire Prevention and Protection, of the Code of Ordinances except as indicated above.

Section 8. All ordinances or portions thereof, of the City of Tomball, in conflict with the provisions of this ordinance, to the extent of such conflict, are hereby repealed. To the extent that such ordinances or portions thereof are not in conflict herewith, the same shall remain in full force and effect.

Section 9. 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 10. 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, in accordance with the general penalty provision of Section 1-14 of the City Code. Each day of violation shall constitute a separate offense.

Section 11. This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law and the City's Home Rule Charter.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 4TH DAY OF NOVEMBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

SECOND READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 18TH DAY OF NOVEMBER 2019.

COUNCILMAN FORD	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN KLEIN QUINN	_____

_____
Gretchen Fagan, Mayor

ATTEST:

_____
Doris Speer, City Secretary

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:
Accept Dedication of 0.0369-Acre Tract (1,608 Square Feet) of Land Via Special Warranty Deed from Ernest Grandinetti for the Construction of a Public Parking Lot at the Southeast Corner of Commerce Street and Cherry Street

Background:
The City of Tomball desires to construct a new public parking lot at the southeast corner of Commerce Street and Cherry Street. Currently, the City of Tomball owns 5,000 square feet of land at that intersection which will only accommodate six public parking spaces.

City Staff reached out to the adjacent property owner, Ernest Grandinetti, and sought a dedication of an additional 1,608 square feet of his land to the City of Tomball so that the proposed parking lot could accommodate 15 public parking spaces, which will be a much greater benefit for the local merchants in that area.

In exchange for the dedication of the land to the City of Tomball, the City of Tomball agrees to waive all associated development fees at 306 Commerce Street, a property that Mr. Ernest Grandinetti owns and plans to develop.

Origination:
Community Development Department

Recommendation:
Approval

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

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Agreement for Dedication of Real Property
Special Warranty Deed
Draft Parking Lot Plan

STATE OF TEXAS §
§
COUNTY OF HARRIS §

AGREEMENT FOR DEDICATION OF REAL PROPERTY

This Agreement for Dedication of Real Property ("Agreement") is entered into by and between the City of Tomball, Texas, a home-rule municipal corporation existing and operating pursuant to the laws and constitution of the State of Texas ("City") and Ernest Grandinetti ("Owner").

WHEREAS, Owner owns real property located at 209 Commerce Street (the "Property");

WHEREAS, the Owner agrees to dedicate 0.0369 acres of real property located at 209 Commerce Street to City on the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants and conditions contained herein, and other good and valuable consideration the sufficiency of which is hereby acknowledged, City and Owner hereby agree as follows:

1. City agrees to waive all development fees, including but not limited to tap fees, impact fees, building permit fees and inspection fees, at 306 Commerce Street in exchange for the Property in accordance with the terms and provisions of this Agreement for dedication of real property, as identified in Exhibit A and B, for the development of a public parking lot.
2. Owner agrees to dedicate and convey ownership of the Property to City, and City agrees to accept ownership of the Property.

Agreed and entered into this the ____ day of November, 2019.

THE CITY OF TOMBALL, TEXAS

By: _____
Gretchen Fagan
Mayor

ATTEST:

_____
Doris Speer, City Secretary

Ernest Grandinetti

By:_____
Ernest Grandinetti, Owner

SPECIAL WARRANTY DEED

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

Grantor, Ernest Grandinetti, hereinafter referred to as "Grantor," for and in consideration of the sum of ten dollars ($10.00) and other good and valuable consideration paid to Grantor by City of Tomball hereinafter called "Grantee," the receipt and sufficiency of which are hereby acknowledged and confessed, has GRANTED, SOLD, and CONVEYED, and by these presents does hereby GRANT, SELL, and CONVEY unto the Grantee, its successors, assigns, and legal representatives the surface only of the following described real property, situated in Harris County, Texas, together with all improvements situated thereon, to wit:

A 0.0369 acre (1,608 square foot) tract of land, being out of a called 0.3444 acre tract as described to Ernest Grandinetti in deed as recorded under Harris County Clerk File (H.C.C.F.) No. S359521, in the William Hurd Survey, Abstract No. 378, Harris County, Texas, said tract of land being more fully described on Exhibits "A" and "B" attached hereto and incorporated herein by reference for all purposes;

TO HAVE AND TO HOLD the property described, together with all rights and and appurtenances lawfully accompanying it, by the Grantee and the Grantee's successors, assigns, and legal representatives. Grantor binds itself, successors, assigns, and legal representatives to warrant and forever defend the property against every person lawfully claiming by, through, or under Grantor.

EXECUTED this ___ day of _____, 2019.

Grantor: ERNEST GRANDINETTI

_____

Printed Name: _____

ADDRESS OF GRANTEE:

The City of Tomball
401 Market Street
Tomball, Texas 77375

Attachments: Exhibit A – Survey
Exhibit B – Metes and Bounds

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF HARRIS §

BEFORE ME, the undersigned authority, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this ___ day of

_____, 2019.

_____
Notary Public In and For the State of Texas

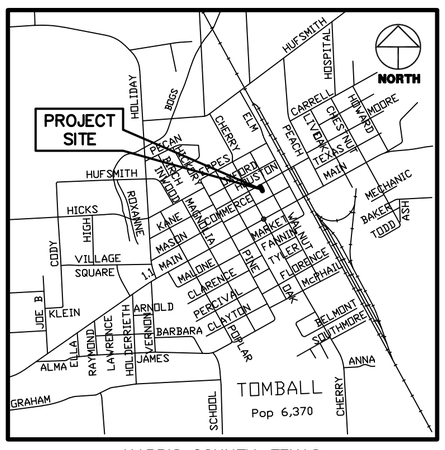
My Commission Expires: _____

(SEAL)

Please return to:

Craig Meyers
City of Tomball
501 James Street
Tomball, Texas 77375

EXHIBIT A



HARRIS COUNTY, TEXAS

VICINITY MAP

SCALE: 1" = 2,000

DESCRIPTION

A TRACT OR PARCEL CONTAINING 0.0369 ACRES OR 1,608 SQUARE FEET OF LAND SITUATED IN THE WILLIAM HURD SURVEY, ABSTRACT NO. 378, HARRIS COUNTY, TEXAS, BEING OUT OF LOT 15, BLOCK 8, TOMBALL TOWNSITE, AS RECORDED IN VOL. 4, PG. 25, MAP OR PLAT THEREOF THE HARRIS COUNTY MAP RECORDS, BEING OUT OF A TRACT OF LAND CONVEYED TO ERNEST GRANDINETTI, AS RECORDED UNDER H.C.C.F. NO. S359521, WITH SAID 0.0369 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

COMMENCING AT A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET AT THE INTERSECTION OF THE NORTHEAST RIGHT-OF-WAY (R.O.W.) LINE OF CHERRY STREET (60' R.O.W.) AS RECORDED IN VOL. 4, PG. 25, H.C.M.R. AND THE SOUTHEAST R.O.W. LINE OF COMMERCE STREET (80' R.O.W.) AS RECORDED IN VOL. 4, PG. 25, H.C.M.R. AND MARKING THE NORTHWEST CORNER OF LOT 13, OF SAID TOMBALL TOWNSITE;

THENCE, NORTH 61 DEG. 51 MIN. 20 SEC. EAST, ALONG THE SOUTH R.O.W. LINE OF SAID COMMERCE STREET, A DISTANCE OF 50.00 FEET, TO A CAPPED 5/ 8 INCH IRON ROD STAMPED WINDROSE" SET MARKING THE NORTHEAST CORNER OF LOT 14, OF SAID TOMBALL TOWNSITE, THE NORTHWEST CORNER OF SAID LOT 15 AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 61 DEG. 51 MIN. 20 SEC. EAST, CONTINUING ALONG THE SOUTH R.O.W. LINE OF SAID COMMERCE STREET, A DISTANCE OF 18.00 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

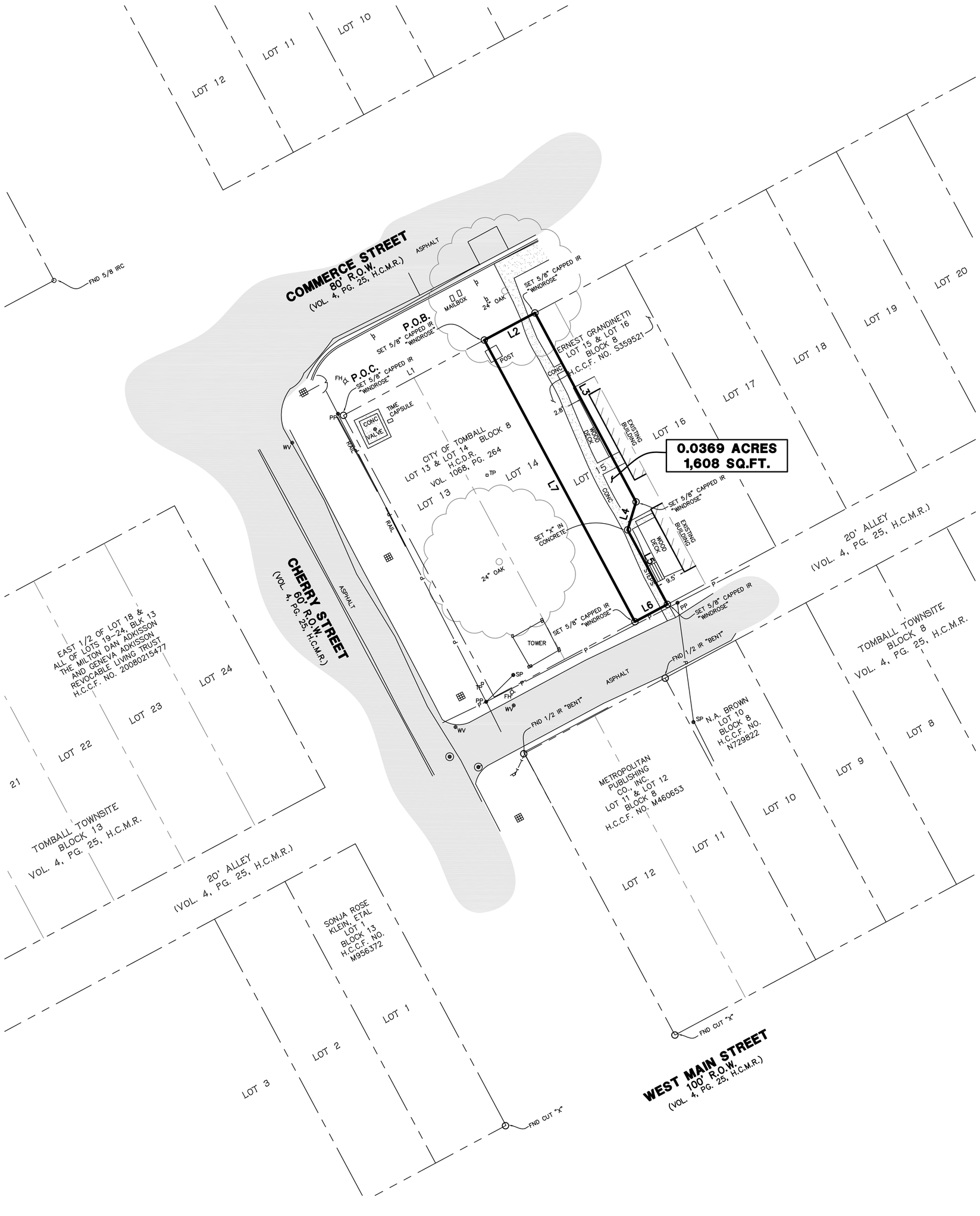
THENCE, SOUTH 28 DEG. 08 MIN. 40 SEC. EAST, OVER AND ACROSS SAID LOT 15, A DISTANCE OF 67.09 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT;

THENCE, SOUTH 16 DEG. 51 MIN. 20 SEC. WEST, CONTINUING OVER AND ACROSS SAID LOT 15, A DISTANCE OF 9.15 FEET, TO AN "X" IN CONCRETE SET FOR AN INTERIOR CORNER;

THENCE, SOUTH 28 DEG. 08 MIN. 40 SEC. EAST, CONTINUING OVER AND ACROSS SAID LOT 15, A DISTANCE OF 26.44 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTH LINE OF A 20' ALLEY AS RECORDED IN VOL. 4, PG. 25, H.C.M.R. AND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 61 DEG. 51 MIN. 20 SEC. WEST, ALONG THE NORTH LINE OF SAID 20' ALLEY, A DISTANCE 11.53 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHEAST CORNER OF SAID LOT 14 AND FOR THE SOUTHWEST CORNER OF SAID LOT 15 AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 28 DEG. 08 MIN. 40 SEC. WEST, ALONG THE EAST LINE OF SAID LOT 14, A DISTANCE OF 100.00 FEET, TO THE POINT OF BEGINNING AND CONTAINING 0.0369 ACRES OR 1,608 SQUARE FEET OF LAND.



GENERAL NOTES

1. SURVEYOR DID NOT ABSTRACT SUBJECT PROPERTY, THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE AND WOULD BE SUBJECT TO ANY AND ALL CONDITIONS OR RESTRICTIONS THAT A CURRENT TITLE REPORT OR ABSTRACTORS CERTIFICATE MAY DISCLOSE.
2. BEARINGS WERE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83). ALL DISTANCES SHOWN HEREON ARE SURFACE DISTANCES AND MAY BE BROUGHT TO GRID BY APPLYING THE FOLLOWING SCALE FACTOR: 0.999947355.
3. ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA), FLOOD INSURANCE RATE MAP (FIRM) FOR HARRIS COUNTY, TEXAS, MAP NO. 48201C0230L REVISED/DATED JUNE 18, 2007, THE SUBJECT TRACT APPEARS TO LIE WITHIN UNSHADED ZONE "X". THIS DETERMINATION WAS DONE BY GRAPHIC PLOTTING AND IS APPROXIMATE ONLY, AND HAS NOT BEEN FIELD VERIFIED. THIS FLOOD STATEMENT DOES NOT IMPLY THAT THE PROPERTY OR STRUCTURES THEREON WILL BE FREE FROM FLOODING OR FLOOD DAMAGE. ON RARE OCCASIONS FLOODS CAN AND WILL OCCUR AND FLOOD HEIGHTS MAY BE INCREASED BY MAN-MADE OR NATURAL CAUSES. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF WINDROSE LAND SERVICES.
4. READILY VISIBLE IMPROVEMENTS AND UTILITIES WERE LOCATED WITH THIS SURVEY, NO SUBSURFACE PROBING, EXCAVATION OR EXPLORATION WAS PERFORMED BY WINDROSE LAND SERVICES.
5. ENVIRONMENTAL AND DRAINAGE ISSUES ARE BEYOND THE SCOPE OF THIS SURVEY.
6. THE SQUARE FOOTAGE TOTALS SHOWN HEREON ARE BASED ON THE MATHEMATICAL CLOSURE OF THE COURSES AND DISTANCES REFLECTED ON THE SURVEY. IT DOES NOT INCLUDE THE TOLERANCES THAT MAY BE PRESENT DUE TO THE POSITIONAL ACCURACY OF THE BOUNDARY MONUMENTATION.
7. FENCES SHOWN HEREON WITH DIMENSIONAL TIES ARE SHOWN WHERE THEY ARE PHYSICALLY MEASURED. THE FENCE MAY MEANDER BETWEEN MEASURED LOCATIONS.
8. THE WORD "CERTIFY" OR "CERTIFICATE" AS SHOWN AND USED HEREON MEANS AN EXPRESSION OF PROFESSIONAL OPINION REGARDING THE FACTS OF THE SURVEY AND DOES NOT CONSTITUTE A WARRANTY OR GUARANTEE EXPRESSED OR IMPLIED.

LEGEND

* SOME OF THESE ELEMENTS MAY NOT BE USED ON THIS SURVEY

BO	– BOLLARD	PLM	– PIPELINE MARKER
	– HANDICAP	UCS	– UNDERGROUND CABLE SIGN
GM	– GAS METER	CTL	– CATHODIC TEST LEAD
GV	– GAS VALVE	MW	– MONITORING WELL
FH	– FIRE HYDRANT		– PIN FLAG/PAINT MARK
WM	– WATER METER	TC	– TOP OF CURB
WV	– WATER VALVE	G	– GUTTER
ICV	– IRRIGATION CONTROL VALVE	TG	– TOP OF GRATE
	– GRATE INLET	FL	– FLOW LINE
	– GRATE INLET	HB	– HIGHBANK
	– MANHOLE	SAN	– SANITARY SEWER
CO	– CLEANOUT	STM	– STORM SEWER
TP	– TELEPHONE PEDESTAL	CMP	– CORRUGATED METAL PIPE
EB	– ELECTRIC BOX	CPP	– CORRUGATED PLASTIC PIPE
TSB	– TRAFFIC SIGNAL BOX	RCP	– REINFORCED CONCRETE PIPE
LP	– LIGHT POLE	TEL	– TELEPHONE
TLP	– TRAFFIC LIGHT POLE	SWBT	– SOUTHWESTERN BELL TELEPHONE CO.
GL	– GROUND/SPOT LIGHT	WTR	– WATER
PP	– POWER POLE	UG	– UNDERGROUND
PP/T	– POWER POLE W/TRANSFORMER	FND	– FOUND
PP/LT	– POWER POLE W/LIGHT	H.C.C.F.	– HARRIS COUNTY CLERK FILE
PP/CT	– POWER POLE W/CONDUIT	H.C.D.R.	– HARRIS COUNTY DEED RECORDS
MP	– METER POLE	H.C.M.R.	– HARRIS COUNTY MAP RECORDS
SP	– SERVICE POLE	IP	– IRON PIPE
GA	– GUY ANCHOR	IR	– IRON ROD
P	– OVERHEAD POWER LINE	NO.	– NUMBER
x	– BARBED WIRE FENCE	PG.	– PAGE
	– WROUGHT IRON FENCE	R.O.W.	– RIGHT-OF-WAY
	– WOOD FENCE	SQ. FT.	– SQUARE FEET
	– CHAINLINK FENCE	VOL.	– VOLUME
GP	– GATE POST	F.C.	– FILM CODE
(P)	– PER PLANS	B.L.	– BUILDING LINE
APPROX.	– APPROXIMATE	U.E.	– UTILITY EASEMENT
	– HIGHBANK		– TREE/SHRUB
	– SIGN		

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N 61°51'20" E	50.00'
L2	N 61°51'20" E	18.00'
L3	S 28°08'40" E	67.09'
L4	S 16°51'20" W	9.15'
L5	S 28°08'40" E	26.44'
L6	S 61°51'20" W	11.53'
L7	N 28°08'40" W	100.00'

SURVEYOR'S CERTIFICATION

TO: CITY OF TOMBALL

I DO HEREBY CERTIFY TO THE ABOVE LISTED THAT THIS SURVEY WAS THIS DAY MADE ON THE GROUND AND WAS PERFORMED UNDER MY SUPERVISION. THAT THIS PLAT CORRECTLY REPRESENTS THE PROPERTY LEGALLY DESCRIBED HEREON, THAT THE FACTS FOUND AT THE TIME OF THIS SURVEY SHOW THE IMPROVEMENTS AND THAT THERE ARE NO VISIBLE ENCROACHMENTS APPARENT ON THE GROUND, EXCEPT AS SHOWN. THIS SURVEY SUBSTANTIALLY CONFORMS TO THE CURRENT TEXAS SOCIETY OF PROFESSIONAL SURVEYORS STANDARDS AND SPECIFICATIONS FOR A CATEGORY 1B, CONDITION II SURVEY, TO THE BEST OF MY KNOWLEDGE.

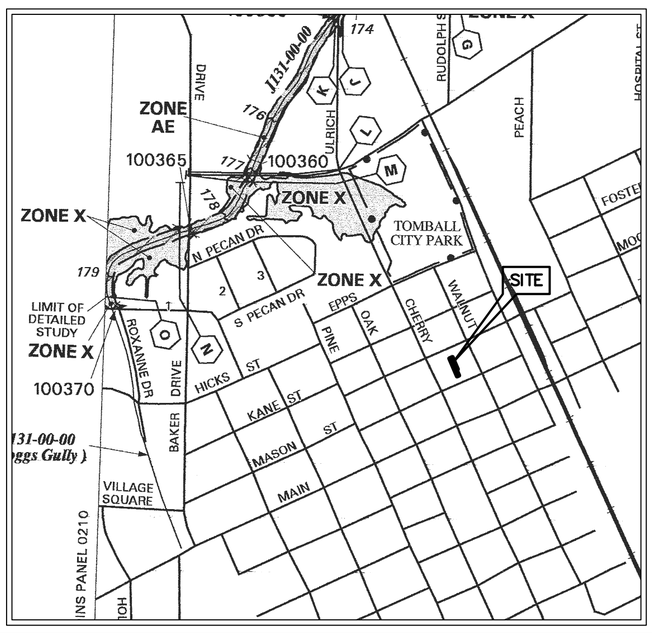
PRELIMINARY

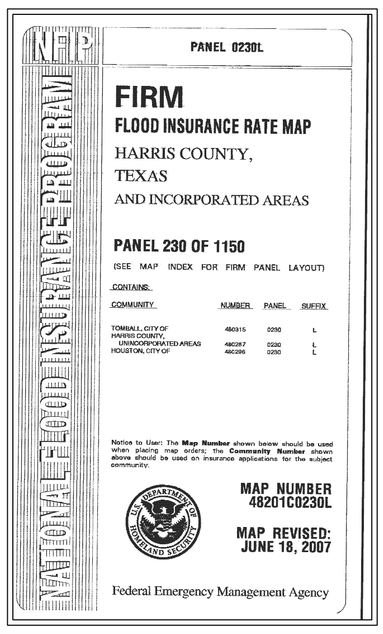
THIS DOCUMENT SHALL NOT BE RECORDED FOR ANY PURPOSE AND SHALL NOT BE USED OR VIEWED OR RELIED UPON AS A FINAL SURVEY DOCUMENT

09/12/2019
DATE

ROBERTS KNESS
Registered Professional Land Surveyor
Texas Registration No. 6486

FLOOD INFORMATION





REVISIONS		
DATE	REASON	BY

WINDROSE
LAND SURVEYING | PLATTING
11111 RICHMOND AVE, STE 150 | HOUSTON, TX 77082 | 713.458.2281
FIRM REGISTRATION NO. 10108800 | WINDROSESERVICES.COM

STANDARD LAND SURVEY OF
0.0369 AC. / 1,608 SQ.FT. OF LAND
SITUATED IN THE
WILLIAM HURD SURVEY
ABSTRACT NO. 378
HARRIS COUNTY, TEXAS

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FIELDED BY: TS	CHECKED BY: PJ	JOB NO. 54925	
DRAWN BY: WW/CG	DATE: 02/19/2019	SHEET NO. 1 OF 1	

Z:\54925-CITY OF TOMBALL-PARKING LOT\SURVEY\54925-ACQUISITION.DWG - CGUAJARDO - 09/12/19

EXHIBIT B

WINDROSE
LAND SURVEYING | PLATTING

DESCRIPTION OF
0.0369 ACRES OR 1,608 SQ. FT.

A TRACT OR PARCEL CONTAINING 0.0369 ACRES OR 1,608 SQUARE FEET OF LAND SITUATED IN THE WILLIAM HURD SURVEY, ABSTRACT NO. 378, HARRIS COUNTY, TEXAS, BEING OUT OF LOT 15, BLOCK 8, TOMBALL TOWNSITE, AS RECORDED IN VOL. 4, PG. 25, MAP OR PLAT THEREOF THE HARRIS COUNTY MAP RECORDS, BEING OUT OF A TRACT OF LAND CONVEYED TO ERNEST GRANDINETTI, AS RECORDED UNDER H.C.C.F. NO. S359521, WITH SAID 0.0369 ACRE TRACT BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS, WITH ALL BEARINGS BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83):

COMMENCING AT A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET AT THE INTERSECTION OF THE NORTHEAST RIGHT-OF-WAY (R.O.W.) LINE OF CHERRY STREET (60' R.O.W.) AS RECORDED IN VOL. 4, PG. 25, H.C.M.R. AND THE SOUTHEAST R.O.W. LINE OF COMMERCE STREET (80' R.O.W.) AS RECORDED IN VOL. 4, PG. 25, H.C.M.R. AND MARKING THE NORTHWEST CORNER OF LOT 13, OF SAID TOMBALL TOWNSITE;

THENCE, NORTH 61 DEG. 51 MIN. 20 SEC. EAST, ALONG THE SOUTH R.O.W. LINE OF SAID COMMERCE STREET, A DISTANCE OF 50.00 FEET, TO A CAPPED 5/ 8 INCH IRON ROD STAMPED WINDROSE" SET MARKING THE NORTHEAST CORNER OF LOT 14, OF SAID TOMBALL TOWNSITE, THE NORTHWEST CORNER OF SAID LOT 15 AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 61 DEG. 51 MIN. 20 SEC. EAST, CONTINUING ALONG THE SOUTH R.O.W. LINE OF SAID COMMERCE STREET, A DISTANCE OF 18.00 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE NORTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 28 DEG. 08 MIN. 40 SEC. EAST, OVER AND ACROSS SAID LOT 15, A DISTANCE OF 67.09 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR AN ANGLE POINT;

THENCE, SOUTH 16 DEG. 51 MIN. 20 SEC. WEST, CONTINUING OVER AND ACROSS SAID LOT 15, A DISTANCE OF 9.15 FEET, TO AN "X" IN CONCRETE SET FOR AN INTERIOR CORNER;

THENCE, SOUTH 28 DEG. 08 MIN. 40 SEC. EAST, CONTINUING OVER AND ACROSS SAID LOT 15, A DISTANCE OF 26.44 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET ON THE NORTH LINE OF A 20' ALLEY AS RECORDED IN VOL. 4, PG. 25, H.C.M.R. AND FOR THE SOUTHEAST CORNER OF THE HEREIN DESCRIBED TRACT;

THENCE, SOUTH 61 DEG. 51 MIN. 20 SEC. WEST, ALONG THE NORTH LINE OF SAID 20' ALLEY, A DISTANCE 11.53 FEET, TO A CAPPED 5/8 INCH IRON ROD STAMPED "WINDROSE" SET FOR THE SOUTHEAST CORNER OF SAID LOT 14 AND FOR THE SOUTHWEST CORNER OF SAID LOT 15 AND OF THE HEREIN DESCRIBED TRACT;

THENCE, NORTH 28 DEG. 08 MIN. 40 SEC. WEST, ALONG THE EAST LINE OF SAID LOT 14, A DISTANCE OF 100.00 FEET, TO THE **POINT OF BEGINNING** AND CONTAINING 0.0369 ACRES OR 1,608 SQUARE FEET OF LAND, AS SHOWN ON JOB NO. 54925, PREPARED BY WINDROSE LAND SERVICES.

ROBERT KNESS
R.P.L.S. NO. 6486
STATE OF TEXAS
FIRM REGISTRATION NO. 10108800

9-11-2019
DATE:

BENCHMARK: PUBLISHED ELEV=180.24
PROJECT BENCHMARK IS HARRIS COUNTY FLOODPLAIN REFERENCE MARK NO. 100360, FOUND ON THE INTERSECTION OF SH 249 AND FM 2920 0.7MILES TO BAKER, NORTH ALONG BAKER 0.6 MILES TO W. HUFSMITH, EAST ALONG W. HUFSMITH 0.1 MILES TO THE BENCHMARK ON THE LEFT. ELEVATION=180.24 (NAVD88, 2001 ADJ.).

NOTE:
1. ALL CONSTRUCTION TO BE IN CONFORMANCE WITH THE AMERICAN DISABILITY ACT AND TEXAS ACCESSIBILITY STANDARDS (T.A.S.).
2. CROSS-SLOPE OF WALKING PATH NOT TO EXCEED 2%, RUNNING SLOPE NOT TO EXCEED 5%.

10' 0' 10'
SCALE
1" = 10'

EXIST 7-FT WIDE S/W
MATCH ELEVA EXIST S/W
PROP 5-FT WALK
PROP CONC CURB & GUTTER
RELOCATED POLES W/ POWER SUPPLY, LIGHTS & FANS
MATCH ELEVA BOTTOM OF EXIST RAMP
MATCH ELEVA EXIST S/W
PROP 4-FT WALK
PROP 5'x5' ADA LANDING
PROP 5-FT WALK
2' ASPHALT TRANSITION
GUTTER LINE
℄ PARKING LOT DRIVE AISLE STA: 900+40 AT ℄ COMMERCE STREET
20.31' TO EXIST B/C
PROP "VAN" DESIGNATED HC PARKING SIGN & WHEEL-STOP, SEE DETAILS
PROP HC PARKING STRIPING & SYMBOL, SEE DETAILS
PROP SLOPE PAVING, SEE DETAIL
RELOCATED CABLE MARKER SIGN STA: 901+64.50 OFF: 33.50'RT
TBM "A" ELEV: 186.13'
TBM "B" ELEV: 186.53'
PROP 44 LF SWALE
PROP 31 LF SWALE
S28° 08' 40"E 165.00'
7 SPC @ 9'=63'
6 SPC @ 9'=54'
2 SPC @ 9'=18'
18' F TO F
62' F TO F
24' DRIVE ISLE
13' DRIVE ISLE
8'
12'
19' TYP
9' TYP
R=3' TYP
R=25'
R=8'
R=8.5'
R=10'
R=17'
R=20'
3'
4'
6'
5'
10'
14.60'
12.7'
16.30'
25'
12.5'
11'
11.5'
8.5'
15.49'
8.55'
6.95'
900+40
900+50
901+00
901+25
901+50
901+75
902+00 TYP
902+05
101+00
101+50
102+00
℄ PARKING LOT STA: 901+91.50=
℄ NORTH ALLEY STA: 101+61.51
PLACE BRICK PAVERS IN VOID FLUSH W/ WALKWAY AREA & CURB, SEE GRADING PLAN FOR ADDITIONAL ELEVATIONS
PROP 5-FT WALK
PROP 11.5LF SWALE
12.5'
10' NOSE DOWN CURB
END PROP ASPHALT TRANSITION STA: 102+05.00 OFF: 0.00'
END PROP CONCRETE STA: 101+97.00 OFF: 0.00'RT
5' ASPHALT TRANSITION
PROP 6-FT WALK
7' x 30' T.C.E.
PROP STAMPED CONCRETE, TYP
4"x12" ROLL OVER CURB
GUTTER LINE
PROP 6' SIDEWALK ZONE, SEE DETAIL
2' ASPHALT TRANSITION
PROP 5' SIDEWALK ZONE, SEE DETAIL
PROP 5-FT WALK
GUTTER LINE
℄ PROP ARMORED CURB STA: 901+25.82, 47.00'RT
℄ NORTH ALLEY STA: 101+00 AT ℄ CHERRY STREET
2' ASPHALT TRANSITION
PROP CONC CURB & GUTTER

NORTH ALLEY
20' R.O.W.
(VOL. 4, PG. 25, H.C.M.R.)

COMMERCE STREET
80' R.O.W.
(VOL. 4, PG. 25, H.C.M.R.)

CHERRY STREET
60' R.O.W.
(VOL. 4, PG. 25, H.C.M.R.)

ERNEST GRANDINETTI LOT 15 & LOT 16 BLOCK 8 H.C.C.F. NO. S359521
CITY OF TOMBALL LOT 13 & LOT 14 BLOCK 8 H.C.D.R. 164 VOL 1068, PG. 1
N.A. BROWN LOT 10 BLOCK 8 H.C.C.F. NO. N729822
METROPOLITAN PUBLISHING CO., INC. LOT 11 & LOT 12 BLOCK 8 H.C.C.F. NO. M460653
SONJA ROSE KLEIN, ETAL LOT 1 BLOCK 13 H.C.C.F. NO. M956372
LOT 1 & 1/2 OF LOT 18 & LOTS 19-24, BLK 13 HAMILTON DAN ADKISSON & GENEVA ADKISSON CABLE LIVING TRUST F. NO. 20080215477
LOT 23
LOT 24
TOMBALL TOWNSITE BLOCK 13 4, PG. 25, H.C.M.R.

LEGEND
- BACKFILL AREA W/ SELECT FILL & PLACE SOD
- PROP ASPHALT PAVEMENT
- PROP BRICK PAVERS
- PROP STAMPED CONCRETE (ALLEYWAYS)
- PROP TRUNCATED DOMES

15 (9'x19') PARKING SPACES TOTAL
INCLUDES 1 VAN DESIGNATED HANDICAP ACCESSIBLE SPACE

No.	Date	Revisions	App.

ISSUED FOR INTERIM REVIEW ONLY
THIS PLAN IS NOT COMPLETE AND IS INTENDED FOR REVIEW & BIDDING PURPOSES ONLY.
ENGINEER: KYLE A. BERTRAND
TX. REG. NO. 84575
DATE ISSUED: SEPTEMBER 2019

QUALITY CONTROL DATE | APPROVED DATE

GUNDA CORPORATION
Engineers | Planners & Managers
16225 Park Ten Place, Suite 550
Houston, Texas 77084
713.401.3000 www.gundacorp.com
TBPE Registration Number F-3201

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CENTERPOINT AT 713-207-2222.

NOTICE:
For your safety, you are required by Texas Law to call 811 at least 48 hours before you dig so that underground line can be marked. This Verification does not fulfill your obligation to call 811.

VERIFICATION OF PRIVATE UTILITY LINES

Date:
CenterPoint Energy/Natural Gas Facilities Verification ONLY
(This signature verifies that you have shown CNP Natural Gas lines correctly-not to be used for conflict verification.) (Gas service lines are not shown.)
Signature Valid for six months.

Date:
CenterPoint Energy/UNDERGROUND Electrical Facilities Verification ONLY
(This signature verifies existing underground facilities - not to be used for conflict verification.)Signature Valid for six months.

Date:
Approved for AT&T Texas/SWBT underground conduit facilities only.
Signature valid for one year

NOTE: CITY SIGNATURES VALID FOR ONE YEAR ONLY AFTER DATE OF SIGNATURES

CITY OF TOMBALL

APPROVED BY:

CITY ENGINEER DATE

CITY OF TOMBALL LIVABLE CENTER IMPLEMENTATION
ALLEY & SIDEWALK IMPROVEMENTS
PROPOSED PARKING LOT DIMENSIONAL LAYOUT PLAN

DRAWING SCALE: 1"=10' (FULL) 1"=20' (HALF)
DATE: SEPTEMBER 2019
SHEET 23 OF 36
GUNDA PROJ NO.: 19001-01

DWG INFO: P:\2019 PROJECTS\19001-01 TOMBALL ALLEY CONVERSION - DESIGN\CAD\SHEETS\005-C07 ALLEYWAY & SIDEWALK PROJ-LAYOUTS.DWG

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:
Approve the Purchase of one (1) Chevrolet Colorado Crew (4x4), one (1) Chevrolet Colorado Crew (2x4), two (2) Chevy Silverado 1500 Crew, one (1) Chevrolet 3500 Dual Rear Wheels, one (1) Chevrolet 2500 Double Cab, one (1) Chevrolet 3500 Crew Cab, and two (2) Police Interceptors through the State Buyboard Cooperative Purchasing Contract, in the amount of 307,991.00

Background:
This purchase is being made through the state Buyboard Cooperative purchasing Contract and will be funded through the City's vehicle Replacement Fund.

This purchase was approved as part of the adopted FY 2020 budget. The new vehicles will replace existing vehicles and equipment that was evaluated by the Police Department, Fire Department, and the Fleet Management Department. The need for the replacement has been confirmed based upon actual mileage, hours, and condition.

The vehicles, once approved, will be purchased from Caldwell Country, through the state Buyboard Cooperative Purchasing Contract in the amount of 307,991.

Additionally, the Police Department have found that Fleet Safety would be best for upfit and we are requesting the upfit of the vehicles through them at a cost of 58,753.62. in addition to the upfitting cost, technology items to be purchased Emergency Radio's at northwest communication for PD and Motorola Solutions for FD totaling 20,935.10. and for the Interceptors Stalker Radar and video equipment totaling 18,492. Also, City Emblems and decals at On Site Decals totaling 3,400.

Origination:
Finance

Recommendation:
Approval of Purchase of the Nine vehicles, and the related up-fit and equipment for the vehicles.

Funding:
Yes

Account Number:650-651-6405, 650-652-6405,650-652-6403

Party(ies) responsible for placing this item on agenda:
Glenn Windsor, CPA Finance Director

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:
Authorize City Manager to Enter into an Interlocal Agreement with 1 Governmental Procurement Alliance (1GPA) for Purchasing Goods and Services

Background:
1 Governmental Procurement Alliance (1GPA) is a non-profit governmental purchasing cooperative that allow public entities to take advantage of existing contracts to purchase goods and services from local and national vendors. 1GPA manages contracts with vendors that are awarded based on competitive bidding and compliance with state procurement laws.

The Interlocal Agreement will allow for the City to have an alternative method of purchasing in conjunction with our current BuyBoard contract.

Origination:
Public Works Department

Recommendation:
Staff recommends authorizing the City Manager to enter into the Interlocal Agreement with 1 Governmental Procurement Alliance (1GPA)

Party(ies) responsible for placing this item on agenda:
Beth Jones, Public Works Director

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Interlocal Agreement

Membership Agreement

1Government Procurement Alliance

This Agreement is entered into this 23rd day of October, 2019, between the 1 Governmental Procurement Alliance (1GPA), on behalf of its lead government agencies, as identified in Exhibit A (“Lead Agencies” and individually a “Lead Agency”) and City of Tomball ("Participating Entity"), a Municipality located in the State of Texas. By executing this Agreement, governmental entities and agencies, eligible school districts, charter schools, colleges, universities, tribes, cities, counties, all other public entities, and nonprofit organizations may participate in any bid or proposal issued by 1GPA on behalf of one or more of the Lead Agencies identified in Exhibit A. If Participating Entity is a governmental entity, this Agreement shall constitute an interlocal or intergovernmental agreement between Participating Entity and the Lead Agencies identified in Exhibit A. As permitted by law, 1GPA has designated by said Lead Agencies as the administrator of the purchasing cooperative sponsored by the Lead Agencies, and has been delegated authority by the Lead Agencies to execute interlocal or intergovernmental agreements on behalf of the governing bodies of the Lead Agencies.

In consideration of the mutual promises contained in this Agreement and the mutual benefits to result therefrom, the parties agree as follows:

1. The specifications, terms, and conditions for products, materials and services to be purchased under this cooperative shall be determined by 1GPA, or as requested by a Lead Agency.
2. 1GPA shall conduct all procurement in strict accordance with the procurement laws applicable to the Lead Agency sponsoring the particular procurement.
3. The Participating Entity shall:
    a. Insure that purchase orders issued against 1GPA contracts are in accordance with terms and prices established in the 1GPA contract.
    b. The Participating Entity shall provide 1GPA with a copy of any purchase order based on a 1GPA contract, at the time the purchase order is issued. Purchase orders may be faxed or emailed (see contact information below).
    c. Make timely payment to the contractor for all products, materials, and services in accordance with the terms and conditions of the 1GPA contract, or other payment arrangements negotiated between the Participating Entity and the 1GPA vendor. Payment, inspection and acceptance of products, materials and services ordered by the eligible school district or public entity shall be the exclusive obligation of the Participating Entity.
    d. Be responsible for the ordering of materials or services under this Agreement. 1GPA shall not be liable in any fashion for any violation by Participating Entity of the terms of this Agreement, and the Participating Entity shall hold 1GPA harmless, to the extent permitted by law, from any liability which may arise from the acts or omissions of the Participating Entity relating to this Agreement or its subject matter.
    e. Be responsible for compliance with applicable state or federal laws in determining which goods and services Participating Entity may lawfully procure through a government purchasing cooperative, and shall further be responsible for taking all actions required under applicable state or federal law in connection with the use of interlocal cooperation agreements and purchasing cooperativ
4. The exercise of any rights or remedies by the Participating Entity shall be the exclusive obligation of Participating

Entity; however, 1GPA, as the contract administrator, may, but shall not be obligated to unless required by applicable law, join in the resolution of any dispute between Participating Entity and a 1GPA vendor. Failure of the Participating Entity to secure performance from the1GPA vendor in accordance with the terms and conditions of any issued purchase order does not necessarily require 1GPA to exercise its own rights and remedies.

5. 1GPA may terminate this Agreement immediately, upon written notice, if the Participating Entity fails to comply with the terms of this Agreement, applicable state or federal law, or any provision of a 1GPA contract that is binding on Participating Entity.
6. The Participating Entity may terminate this Agreement immediately, upon written notice, if 1GPA fails to comply with the terms of this Agreement.
7. This Agreement shall take effect upon execution by the parties and shall continue until it is terminated in accordance with its terms. This Agreement supersedes any and all previous purchase agreements.
8. Except as provided in paragraphs 5 and 6, either party may terminate this Agreement with at least thirty (30) days written notice to the other party.
9. There shall be no charge to the Participating Entity for membership in 1GPA.

IN WITNESS WHEREOF, the parties of this Agreement have caused their names to be affixed hereto.

Name of Entity: **City of Tomball**	Signature:
Select Type of Entity: ▢ K12 ▢ Higher Education ▢ City ▢ County ▢ Municipality ▢ Other	
Address: **401 Market Street,**	Printed Name: **Robert S Hauck**
Tomball, Texas, 77375	Title: **City Manager**
Email: **rhauck@tomballtx.gov**	
Date: **10/23/2019**	Phone: **(281) 290-1302**

1GPA Signature:	
Printed Name:	Christy Knorr
Title:	Vice President
Date:	10/23/2019

1GPA - 1910 W. Washington St. Phoenix, AZ 85009
P: 866/306-3893
F: 602/663-9515
E: admin@1GPA.org

Exhibit A

Lead Agencies

Arizona

Paradise Valley Unified School District
15002 N. 32nd Street
Phoenix, AZ 85032
602.449.2071

Pinal County ESA
75 N. Bailey
Florence, AZ 85132
520.450.4477

Yavapai County Accommodation School District
6325 Baja Circle
Prescott Valley, AZ 86314
928.759.8126

Oregon

Portland Public Schools
501 N. Dixon Street
Portland, OR 97227
503.916.3315

Texas

Deer Park ISD
2800 Texas Ave.
Deer Park, TX 77536
832.668.7061

*** THE PARTIES AGREE AND ACKNOWLDGE THAT THIS EXHIBIT A MAY BE SUPPLEMENTED OR AMENDED, FROM TIME TO TIME, AND WITHOUT NEED FOR WRITTEN CONTRACT AMENDMENT, AS NECESSARY TO ADD OR REMOVE THE NAMES OF ELIGIBLE LEAD AGENCIES

Updated as of 04.24.2018

Member Contact Information

Dear 1GPA Member,

We want to take this opportunity to thank you for being a Member of the 1GPA Family! In order to serve you better, we want to be sure that we have the correct points of contacts on file. This will ensure that you are keeping your business and purchasing offices updated on all things 1GPA! We will send out notifications of potential/upcoming contracts, new contracts, cancelled contracts and contracts that have been rebid.

We look forward to serving you!

Business Office Point of Contact for 1GPA:

Name:

Title:

Entity:

Address:

City: State: Zip:

Phone: Email:

Purchasing/Procurement Office Point of Contact (if different from above):

Name:

Title:

Entity:

Address:

City: State: Zip:

Phone: Email:

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:
Award Buy Board Contract Number 581-19 for Installation of Underground Electrical at Broussard Community Park, in the Amount of $175,126.38

Background:
Bid 2018-19 solicited sealed bids for the completion of phase II of improvements to Broussard Community Park to include conversion to underground electric. Two bids were received, with the lowest bid submitted being over the allotted budget for the project.

Staff requested to reject both bids and worked with the design consultant to redesign the scope of work. After redefining the scope of work, staff was able to obtain a bid from B & C Constructors, LP, through Buy Board, totaling $175,126.38 for the installation of electric to power the park and lift station.

Origination:
Public Works Department

Recommendation:
Public Works staff recommends approving the Buy Board contract to B & C Constructors, LP. for the installation of electric for a total amount of $175,126.38.

Funding:
Yes
Account Number:400-153-6409

Party(ies) responsible for placing this item on agenda:
Beth Jones, Public Works Director

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Buy Board Proposal - Electrical
Electrical Layout
Broussard Park Exhibit

Budget Proposal

B&C CONSTRUCTORS, L.P.
Magnolia, Texas 77354
713.932.9400 - o
713.932.9443 - f

DATE: October 29, 2019

PROJECT: Broussard Park Electrical Rack

Park Cost

To: Beth Jones

City of Tomball
501 James Street
Tomball TX, 77375

Buy Board # 581-19

Attn: Beth Jones

DESCRIPTION		AMOUNT
General Conditions Supervision	$	6,420.00
4ea. Luminarie Pole Assymbly Fixture 48LF Pole Foundation 1,070LF Conduit PVC Sch 80 / 2" Warning Tape 2,420LF Electrical Conductor No. 8 Insulated 210LF Conduit Bore 1ea. Alternating w/ LED Lights 2HP 2ea. Lighting Contactors and Enclosures 1ea. Photo Cell 1ea. Sign Light	$	63,526.00
Subtotal	$	69,946.00
SCOPE OF PROPOSAL Proposal Based on Provided Plans		
James Laycock, Project Manager **TOTAL AMOUNT**	$	69,946.00

THANK YOU FOR YOUR BUSINESS!

Budget Proposal

B&C CONSTRUCTORS, L.P.
Magnolia, Texas 77354
713.932.9400 - o
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DATE: October 29, 2019

PROJECT: Broussard Park Electrical Rack

Lift Station

To: Beth Jones

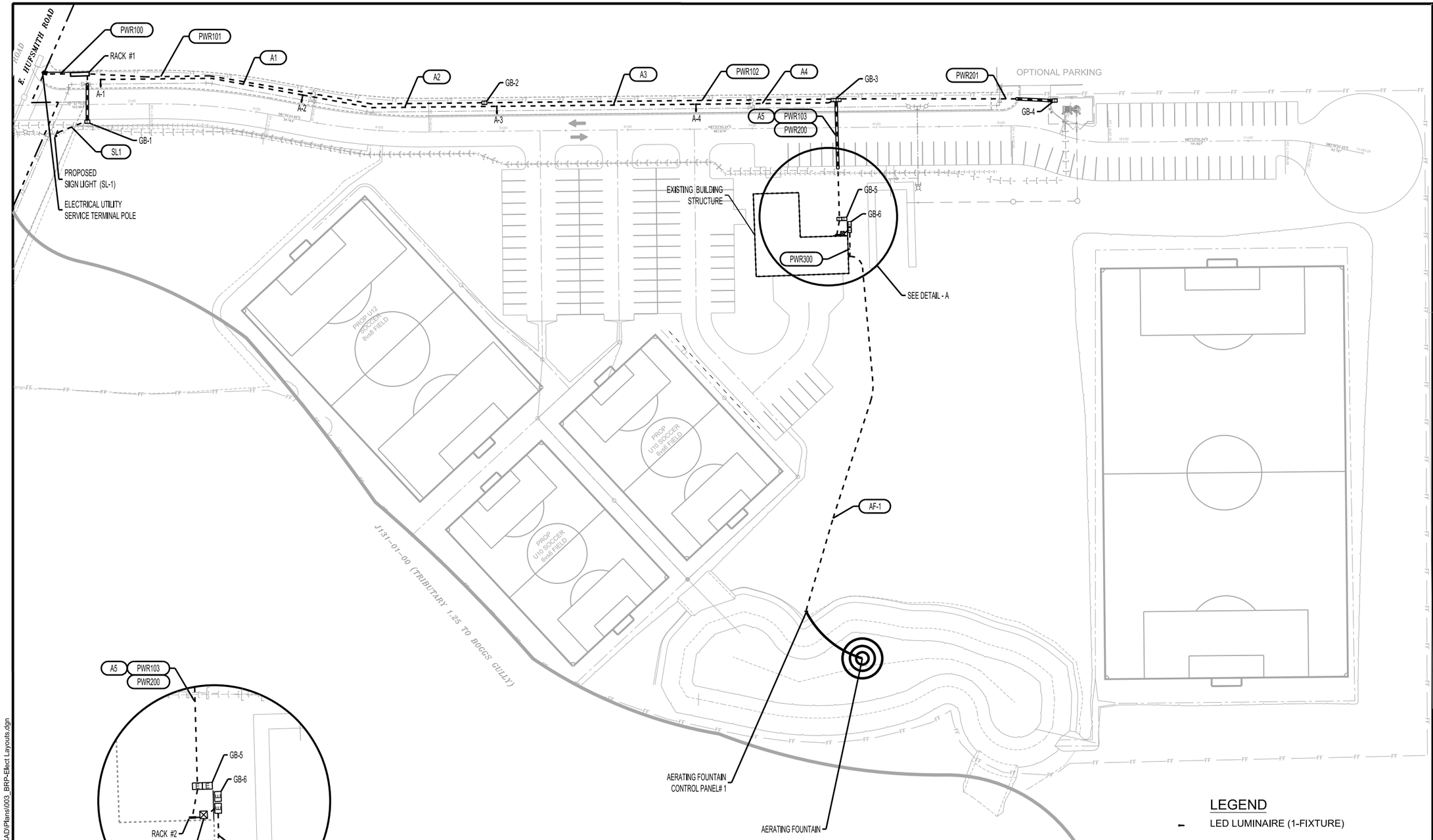
City of Tomball
501 James Street
Tomball TX, 77375

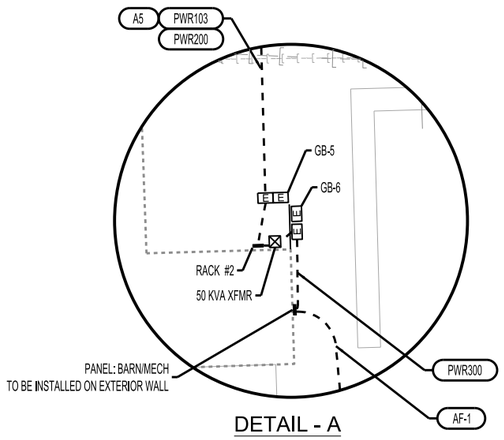
Buy Board # 581-19

Attn: Beth Jones

DESCRIPTION		AMOUNT
General Conditions Supervision	$	6,420.00
1,800LF Conduit PVC Sch 80 4" Warning Tape		
9ea. Electric Electric Ground Box (162922)		
1ea. Step Down Transformer 277/480;120/240, 50KVA		
1ea. Step Down Transformer 277/480;120/240, 15KVA		
390LF Electrical Conductor No.10 Insulated		
1,140LF Eletrical Conductor No. 6 Insulated		
725LF Eletrical Conductor No. 4 Insulated		
1,160LF Eletrical Conductor No. 2 Insulated		
1,05LF Eletrical Conductor No. 3/0 Insulated		
55LF Eletrical Conductor No. 4/0 Insulated		
1,05LF Eletrical Conductor 4-Wire 350 KCMIL		
1ea. Electrical Rack Assym. W/ 1ea Saftey Switch / 1.ea Meter		
1ea. Service Tap Termination Enc. W/ 2ea. Disconect / 1ea. / 2ea.Electrical Panle	$	107,164.01
PG. 1 Park total Cost	$	69,946.00
Subtotal	$	177,110.01
Buy Board Coefficient .96	$	170,025.61
Buy Board JOC Fee 3%	$	5,100.77
SCOPE OF PROPOSAL		
125CY Cement Stabilized Sand / Foundation and Earthwork not included (not included)		
Proposal Based on Provided Plans		
Alternate J.O.C fee for 1GPA @ 1% = (3,400.51 Deduct)		
James Laycock, Project Manager **TOTAL AMOUNT**	$	175,126.38

THANK YOU FOR YOUR BUSINESS!

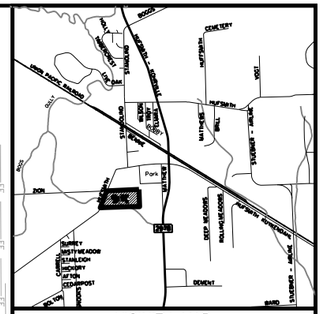




DETAIL - A
SCALE = 1" = 20'

LEGEND

- LED LUMINAIRE (1-FIXTURE)
- LED LUMINAIRE (2-FIXTURES)
- LED LUMINAIRE (3-FIXTURES)
- LED LUMINAIRE SPORT AREA
- ELECTRICAL GROUND BOX
- COMMUNICATION GROUND BOX
- CONDUIT TRENCH
- CONDUIT BORE
- DENOTES FUTURE INSTALLATION



VICINITY MAP
SCALE: 1" = ½ MILE

BENCHMARKS:

TSARP RM No. 100380 **Elevation = 172.89' (NAVD88 2001 adj.)**
Brass cap stamped "RM 100380" set in south end of headwall along the east side of Huffsmith road, approximately 220 feet south of Zion Road.

40 0 20 40
1 inch = 40 ft.
GRAPHIC SCALE

No.	Date	Revisions	App.

ISSUED FOR INTERIM REVIEW ONLY
THIS PLAN IS NOT COMPLETE AND IS INTENDED FOR REVIEW AND BIDDING PURPOSES ONLY.
ENGINEER: JOHN L. OLSON
TX. REG. NO. 77155
DATE ISSUED: 9/4/2019

QUALITY CONTROL	APPROVED
DATE	DATE

TO ARRANGE FOR LINES TO BE TURNED OFF OR MOVED, CALL CENTERPOINT AT 713-207-2222

NOTICE:
For your safety, you are required by Texas Law to call 811 at least 48 hours before you dig so that underground lines can be marked. This verification does not fulfill your obligation to call 811.

VERIFICATION OF PRIVATE UTILITY LINES

Date:
Centerpoint Energy/ UNDERGROUND Electrical Facilities Verification Only
(This signature verifies existing underground facilities - not to be used for conflict verification.)
Signature Valid for six months

Date:
Approved for AT&T Texas/SWBT underground conduit facilities only.
Signature valid for one year.

CITY OF TOMBALL

BROUSSARD COMMUNITY PARK

ELECTRICAL LAYOUT

HORZ : 1"=40'	
VERT :	
SHEET No: 3 OF 9	JOB NO.: 15009-00

9/4/2019
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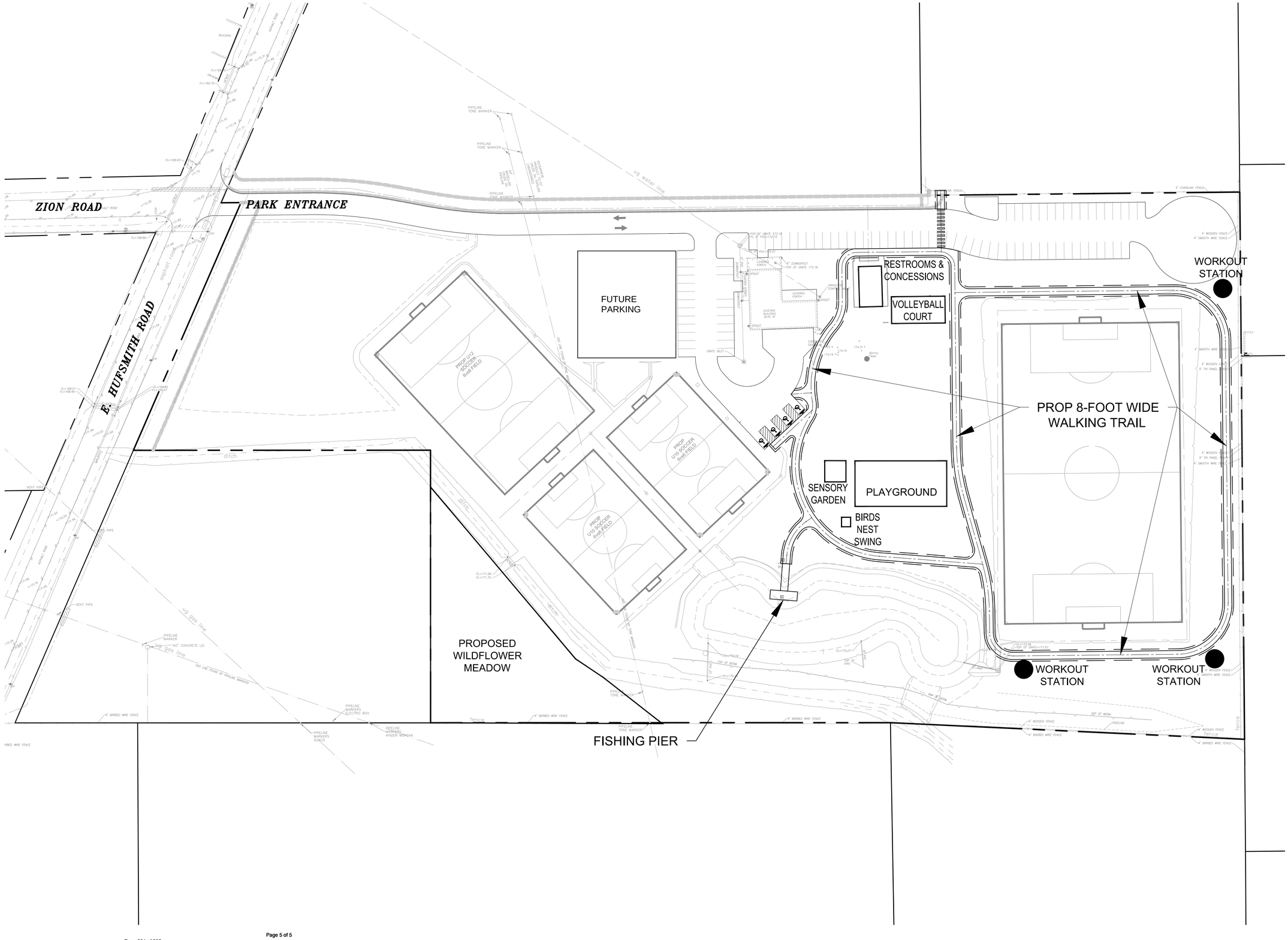
ZION ROAD
PARK ENTRANCE
E. HUFSMITH ROAD
FUTURE PARKING
RESTROOMS & CONCESSIONS
VOLLEYBALL COURT
WORKOUT STATION
PROP 8-FOOT WIDE WALKING TRAIL
SENSORY GARDEN
PLAYGROUND
BIRDS NEST SWING
WORKOUT STATION
WORKOUT STATION
PROPOSED WILDFLOWER MEADOW
FISHING PIER
PROP U12 SOCCER 8v8 FIELD
PROP U10 SOCCER 6v6 FIELD
PROP U10 SOCCER 6v6 FIELD
up water line
up gas line
gas line
ditch
fence
4' CHAINLINK FENCE
4' WOODEN FENCE
4' SMOOTH WIRE FENCE
4' BARBED WIRE FENCE
PIPELINE TONE MARKER
PIPELINE MARKERS ELECTRIC BOX
PIPELINE MARKERS SUNCO
PIPELINE MARKERS KINDER MORGAN
VENT PIPE
60" CONCRETE LID
GAS LINE SIGNS BY PIPELINE MARKERS
TOP OF BERM
TOP OF PIPE
GRATE INLET
DOWNSPOUT
COVERED PORCH
EXISTING BUILDING 8576 SF

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 4, 2019

Topic:
Award Buy Board Contract Number 581-19 for the construction of restroom and concession building at Broussard Community Park, in the Amount of $316,302.29

Background:
Bid 2018-19 solicited sealed bids for the completion of phase II of improvements to Broussard Community Park to include installation of a restroom and concession building. Two bids were received, with the lowest bid submitted being over the allotted budget for the project.

Staff requested to reject both bids and worked with the design consultant to redesign the scope of work. After redefining the scope of work, staff was able to obtain a bid from B & C Constructors, LP, through Buy Board, totaling $316,302.29 for the construction of a restroom and concession building.

Origination:
Public Works Department

Recommendation:
Public Works staff recommends approving the Buy Board contract to B & C Constructors, LP. For the construction of restroom and concession building for a total amount of $316,302.29

Funding:
Yes
Account Number:400-153-6409

Party(ies) responsible for placing this item on agenda:
Beth Jones, Public Works Department

ACTION TAKEN

Approval	Readings Passed	Other
☐ Yes ☐ No	☐ 1st ☐ 2nd	

ATTACHMENTS:

Buy Board Proposal - Restrooms
Broussard Park Exhibit

Budget Proposal

Magnolia, Texas 77354
713.932.9400 - o
713.932.9443 - f

DATE: October 18, 2019

PROJECT: Broussard Park Concession Building

To: Beth Jones

City of Tomball
501 James Street
Tomball TX, 77375

Buy Board # 581-19

Attn: Beth Jones

DESCRIPTION		AMOUNT
General Conditions A&E /Supervision/Swppp	$	66,580.00
Site work prep and stabilization for paving and foundation	$	10,680.00
Building Foundation	$	24,620.00
Building Supply / CMU erection / Exterior Doors / Thermal roofing insulation	$	59,448.00
Steel columb and Truss framing Standing Seam Roof / Roof Decking	$	20,630.00
Interior wall build out / Ceilings / paint /interior doors/hardware	$	12,690.00
Interior finishes Millwork / Flooring at interior- Epoxy coating / cove base	$	6,332.00
Electrical installation	$	18,442.00
HVAC installation (Mini Split Systems)	$	8,833.00
Plumbing installation (Based on plans)	$	84,365.00
Storefront windows and ventilation	$	4,110.00
Restroom accessories	$	3,155.00
Subtotal	$	319,885.00
Buy Board Coefficient .96	$	307,089.60
Buy Board J.O.C Fee 3%	$	9,212.69
SCOPE OF PROPOSAL / Alternates		
Alternate J.O.C fee for 1GPA @ 1% = ($6141.79 Deduct)		
Scope Excludes Grease Trap		
Allowance for 100LF sewer main to lift station $4,678.00		
Alternate price for standard plumbing fixtures installed Deduct $45,200.00		
James Laycock, Project Manager **TOTAL AMOUNT**	$	316,302.29

THANK YOU FOR YOUR BUSINESS!

ZION ROAD

PARK ENTRANCE

E. HUFSMITH ROAD

FUTURE PARKING

RESTROOMS & CONCESSIONS

VOLLEYBALL COURT

WORKOUT STATION

PROP 8-FOOT WIDE WALKING TRAIL

SENSORY GARDEN

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PROPOSED WILDFLOWER MEADOW

FISHING PIER

PROP U12 SOCCER 8v8 FIELD

PROP U10 SOCCER 6v6 FIELD

PROP U10 SOCCER 6v6 FIELD