

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



MONDAY, FEBRUARY 3, 2014

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, February 3, 2014 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 Bob Webb, Rosehill United Methodist Church

3.0 Pledges to U.S. and Texas Flags

- Led by Boy Scouts of Tomball and Magnolia

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 Presentations:

- Eagle Scout Letter to Dawson Duerer

6.0 Reports and Announcements

- February 8, 2014 – **2nd Saturday at the Depot**; showing ***“Home on the Range”*** – 5:00 p.m.
- February 25, 2014 – **Trailride Reception** – 12:00 Noon
- March 15, 2014 – **3rd Annual Tomball Honky Tonk Music Festival**
- ***Walk Tomball!*** – Every Saturday at 9:00 a.m. at the Depot
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Glenn Windsor – Quarterly Investment Report for Period Ending December 31, 2013 - The Public Funds Investment Act requires that a report of the City's investments be presented to Council on a quarterly basis. The investment report includes a listing of all investments together with information relating to diversification, cost vs. market values, yield information, and weighted average maturities. On December 31, 2013, the City had total cash equivalents and investments totaling \$53,293,498. A copy of the report is attached for review.

7.0 Approve the Minutes of the January 20, 2014 Regular City Council Meeting and the January 27, 2014 Special City Council Meeting

8.0 Old Business:

- 8.1 Adopt on Second Reading, Ordinance No. 2013-26, an Ordinance of the City of Tomball, Texas, amending its Zoning Ordinance by changing the Zoning District Classification of approximately 18.77 acres of land, legally described as Lot 1, Lot 3, Reserve A, and Reserve C, Block 1, Tomball South Commercial, within the City of Tomball, Harris County, Texas, from the Agricultural District to the Light Industrial District; said property being generally located west of Hufsmith-Kohrville Road, north of Spell 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.
- 8.2 Adopt, on Second Reading, Ordinance No. 2014-01, an Ordinance of the City of Tomball, Texas, Ordering a Special Election to be Held in the City of Tomball on May 10, 2014, for the Purpose of Submitting to the Qualified Voters of Tomball, Texas Certain Proposed Amendments to the Existing Charter of the City; Stating the Proposed Amendments to be Voted Upon at Said Election; Designation of Polling Place and Appointment of Election Officials of Such Election; Providing the Form of the Ballot and Directing that

the Notice of Election be Given; Containing Other Provisions to the State Election Code; Directing Publication of the Caption of This Ordinance; Finding that the Meetings at Which This Ordinance is Considered are Open to the Public as Required by Law; Providing for Severability and the Repeal of Conflicting Ordinances; and Providing an Effective Date

Adoptar, en segunda lectura, la Ordenanza Nro. 2014-01, una Ordenanza de la Ciudad de Tomball, Texas, Pedido de una elección especial que se celebrará en la Ciudad de Tomball el 10 de mayo de 2014, para el propósito de someter a los votantes calificados de Tomball, Tejas Ciertas enmiendas propuestas a la Carta existente de la Ciudad; indicando las enmiendas propuestas a ser sometidas a votación en dicha elección; designación de Centro de Votación y nombramiento de Oficiales Electorales de dicha elección; entregar el formulario de la votación y que la Dirección Notificación de Elección será dado; se dictan otras disposiciones del Código Electoral del Estado; Publicación de la Leyenda de la presente Ordenanza Directivo; Al comprobar que las sesiones en que esta ordenanza se considera están abiertos al público según lo exige la ley; Prever Nulidad y Derogación del Conflicto de Ordenanzas, y proporcionar una fecha efectiva.

Thông qua, ngày thứ hai đọc của Reading, Pháp lệnh số 2014-01, một Pháp lệnh của thành phố Tomball, Texas, đặt hàng một cuộc bầu cử đặc biệt được tổ chức tại thành phố Tomball vào ngày 10 Tháng 5 năm 2014, cho các Mục đích của Trình bỏ phiếu Đạt Tiêu Chuẩn của Tomball, Texas Một số đề nghị sửa đổi Điều lệ hiện tại của thành phố; Phát biểu sửa đổi được đề xuất để được bình chọn khi ở Said bầu cử; Chỉ định Phòng Phiếu và bổ nhiệm các quan chức bầu cử bầu cử như vậy; Cung cấp mẫu của Lá Phiếu và chỉ đạo các thông báo về bầu cử được Given; Chứa Các quy định khác của Bộ luật bầu cử nhà nước; đạo Công bố các lời ghi chú của Pháp lệnh này; Tìm rằng cuộc họp tại đó Pháp lệnh này được coi là mở cửa để các hồ như bắt buộc của Luật; Cung cấp cho Tách và bãi bỏ của xung đột pháp lệnh; và Cung cấp một ngày hiệu quả.
採納，對首二讀，編號2014-01條例，市湯波，得克薩斯州的一個條例，訂購一個特別選舉中市湯波的將於2014年5月10日，遞交給有選舉權的目的，斥建議修訂在該次選舉進行表決；投票站及委任該選舉的選舉官員的指定，湯波，德州的若干建議修訂城市現有憲章提供了選票的表格及導演的選舉通知發出；含其他規定向國家選舉守則；導演出出版物本條例的標題中，找到了這個條例被認為是會議舉行的開放日按法律規定，提供可分割性和廢除的衝突條例，並提供了一個有效的日期

8.3 Consideration of a Revision to Section 70-46 of the Tomball Code of Ordinances.

Adopt on First Reading, Ordinance No. 2014-04, an Ordinance amending the Code of Ordinances of the City of Tomball, Texas by amending Section 70-46, Utilities, of Article III, Design Standards, of Chapter 70, Plats and the Subdivision of Land, to require all above ground electrical transmission and distribution lines to be located along the perimeter of the area within the overall subdivision; providing a penalty in an amount not to exceed \$2,000 for each violation hereof; and providing for severability; and making other provisions and findings related thereto.

9.0 New Business:

- 9.1 Approve Request by Tomball Lions Club for City Co-sponsorship and Support for Its Annual Car Show, to be held on Sunday, April 27, 2014
 - 9.2 Approve Project Utility Adjustment Agreement with TxDOT and Zachry Odebrecht Parkway Builders, LLC. and Authorize City Manager to Execute Agreement
 - 9.3 Approve Encroachment Agreement for Raleigh Creek Boulevard at Raleigh Creek Subdivision and Authorize Mayor to Execute Agreement
 - 9.4 Discussion regarding the Adoption of Updated Building and Fire Codes
- 10.0 Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 30th day of January 2014 by 6:00 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

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: February 3, 2014

Topic:

- Led by Pastor Bob Webb, Rosehill United Methodist Church

Background:

Origination:

Recommendation:

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: February 3, 2014

Topic:

- Led by Boy Scouts of Tomball and Magnolia

Background:

Origination:

Recommendation:

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

Regular City Council
Agenda Item
Data Sheet

Meeting Date: February 3, 2014

Topic:

- Eagle Scout Letter to Dawson Duerer

Background:

Origination:

Mayor

Recommendation:

N/A

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Eagle Scout Dawson Garrett Duerer



City of Tomball

Gretchen Fagan
Mayor

George Shackelford
City Manager

January 27, 2014

Eagle Scout Dawson Garrett Duerer
Boy Scout Troup 471
Boy Scouts of America
15119 Timbershire Court
Magnolia, TX 77355

Dear Eagle Scout Duerer:

Allow me to congratulate you for receiving approval by the Board of Review as having met the requirements for Eagle Scout, to *“Demonstrate that you live by the principles of the Scout Oath and Law in your daily life.”* Tomball has certainly been blessed by your restoration of our historical street markers and it is my great pleasure to commend your achievement. I know you have dedicated many hours of study and work to reach this high honor.

I know your family is exceptionally proud of you and I am honored to be the one to acknowledge your achievement in person at our City of Tomball Council Meeting on February 3, 2014. The very traits considered essential to reach Eagle Scout rank are the very same attributes needed to be a leader of one's peers and associates, and are set forth in the Scout Law: *“A Scout is trustworthy, loyal, helpful, friendly, courteous, kind, obedient, cheerful, thrifty, brave, clean, and reverent.”*

Many of our country's great leaders, doctors, and lawyers have been Eagle Scouts. Through your dedication to the Scout Oath, you have been trained to deal with challenges that will shape your life through adulthood experiences that cannot be taken from you, no matter what hardships and difficult times you may face.

Earning the rank of Eagle Scout is possibly one of the greatest achievements a young man may realize. You are now one of the elite; you must carry the flag and pass it to the next generation, keeping our country great for years to come and inspiring others to follow your footsteps.

I wish the very best to you and I hope you fulfill all of your dreams and plans.

Sincerely,

Gretchen Fagan
Mayor

Regular City Council Agenda Item Data Sheet

Meeting Date: February 3, 2014

Topic:

- February 8, 2014 – **2nd Saturday at the Depot**; showing *“Home on the Range”* – 5:00 p.m.
- February 25, 2014 – **Trailride Reception** – 12:00 Noon
- March 15, 2014 – **3rd Annual Tomball Honky Tonk Music Festival**
- **Walk Tomball!** – Every Saturday at 9:00 a.m. at the Depot
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Glenn Windsor – Quarterly Investment Report for Period Ending December 31, 2013 - The Public Funds Investment Act requires that a report of the City's investments be presented to Council on a quarterly basis. The investment report includes a listing of all investments together with information relating to diversification, cost vs. market values, yield information, and weighted average maturities. On December 31, 2013, the City had total cash equivalents and investments totaling \$53,293,498. A copy of the report is attached for review.

Background:

Origination:

Various

Recommendation:

N/A

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

2nd Saturday at the Depot

Trailride Reception

Quarterly Investment Report for Period Ending December 31, 2013

WALT DISNEY
PICTURES PRESENTS

HOME On The RANGE

disney.com/homeontherange

2ND SATURDAY

AT THE DEPOT

FEBRUARY 8TH

AT 5:00 PM

201 S. ELM STREET
IN DOWNTOWN TOMBALL



- CRAFTS AND GAMES
- FACE PAINTING
- FREE PONY RIDES
- KIDS "STEER" ROPING
- RODEO CLOWNS FROM THE HOUSTON LIVESTOCK SHOW & RODEO
- THE MOVIE "HOME ON THE RANGE"

- CONCESSIONS
- FREE ADMISSION

HOWDY PARTNER!

It's Rodeo time in Tomball and the trail riders are headin' our way again.

Meet the cowboys and cowgirls, enjoy the live music, rodeo clowns and more for some old style Western fun as the riders meander through town!



Trail ride reception on February 25th at the historic Tomball Depot
201 South Elm Street from high-noon 'til 2 p.m.

There'll be grub, too, like hot dogs, cookies and drinks!

It only happens once a year, so don't miss it . . . Call 281-351-5484.

CITY OF TOMBALL PORTFOLIO DIVERSIFICATION December 31, 2013

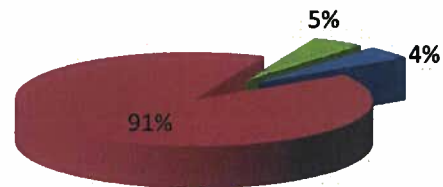
By Type

	Current Market Value	Percent Portfolio
Securities	\$ 2,402,818	4.51%
Investment Pools	48,332,025	90.69%
Checking and Cash on hand	2,558,655	4.80%
Total Portfolio	\$ 53,293,498	

Safety of principal is the first priority of any Public investing portfolio. The City of Tomball invests in Securities of Federal, State and Local Governments, in Texas CLASS and in the state pool, TexPool. These investments are in securities with a rating of A-1/P-1 or higher and pools with Standard & Poor's highest rating of AAAm. Our charter requires that we maintain reserves of no less than 90 days and no more than one year of the current budgeted expenditures. The City is in compliance with this provision.

Diversification By Type

■ Securities
■ Investment Pools
■ Checking and Cash on hand

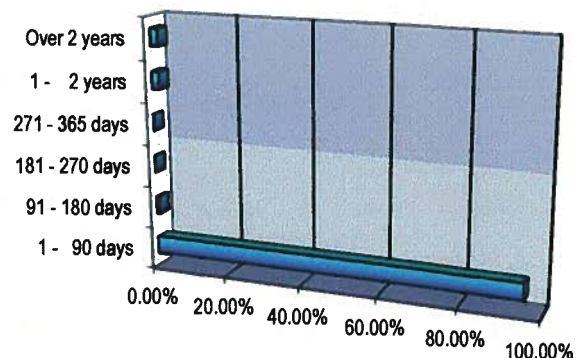


By Maturity

	Current Market Value	Percent Portfolio
1 - 90 days	\$ 50,890,680	95.49%
91 - 180 days	402,828	0.76%
181 - 270 days	-	0.00%
271 - 365 days	-	0.00%
1 - 2 years	999,950	1.88%
Over 2 years	1,000,040	1.88%
Total Portfolio	\$ 53,293,498	

Ensuring adequate liquidity is available to cover all expenditures is the second priority of any public investing program. The City staff forecasts cash flow and ladders the maturity of investments to ensure funds are adequate when needed. A portion of funds are kept in overnight investments as a buffer for any unexpected expenditures. This overnight investment (TexPool) has been performing according to market in the yield category as well as providing liquidity.

Diversification by Maturity



**CITY OF TOMBALL
INVESTMENT PORTFOLIO SUMMARY
ACTIVITY FOR QUARTER ENDING
December 31, 2013**

ALL CITY FUNDS (POOLED)

INVESTMENTS	COST	MARKET	RATIO	YTM at COST	BENCHMARK YTM**
Beginning of period	3,409,286	3,403,401	0.9983	0.423%	0.10%
Purchases	-	-			
Maturities	1,000,490	1,000,000			
Change in value	-	583			
Sales					
End of period	2,408,796	2,402,818	0.9975	0.463%	0.13%

Total Accrued Interest at end of period: \$ 2,658

**Benchmark security is the One-year U. S. Treasury Bill
Weighted average maturity of the portfolio at quarter end is 638 days.

This report is in compliance with the investment strategies as approved
and the Public Funds Investment Act.



Treasurer

Asst. Treasurer

**CITY OF TOMBALL
INVESTMENTS IN SECURITIES
PORTFOLIO AS OF DECEMBER 31, 2013**

SECURITY DESCRIPTION	CUSIP NUMBER	RATING	MATURITY DATE	INTEREST YIELD	MARKET VALUE	DAYS AFTER 12/31/13	INDIVIDUAL MARKET VALUE/TOTAL	WAM DAYS x PERCENT
1) Waukeg, IA- 2%	942830PK0	Aa3	6/1/2014	0.450%	402,828	152	16.765%	25.48
2) Federal Farm Credit Bank- .35%	3133ECHE7	AA+	9/11/2015	0.350%	999,950	619	41.616%	257.60
3) Fed Farm Credit Bank- .59%	3133EAB56	AA+	5/2/2016	0.590%	1,000,040	853	41.619%	355.01
TOTALS				0.463%	2,402,818	541	100.000%	638.10

CITY OF TOMBALL
CASH AND CASH EQUIVALENTS
FOR QUARTER ENDING
December 31, 2013

FUNDS	CASH AND CASH EQUIVALENTS				INVESTMENTS			TOTAL CASH, CASH EQUIVALENTS AND INVESTMENTS
	TEXAS CLASS	TEXPOOL	OPERATING ACCOUNT	CASH ON HAND	TOTAL CASH AND CASH EQUIVALENTS	INVESTMENT SECURITIES	TOTAL INVESTMENTS	
MAJOR FUNDS								
General	\$ 2,269,770	\$ 7,319,631	\$ 90,811	\$ 2,196	\$ 9,682,408	\$ 1,402,868	\$ 1,402,868	\$ 11,085,276
Debt Service	\$ 504,393	\$ 1,399,078	\$ 911,453	\$ -	\$ 2,814,924	\$ -	\$ -	\$ 2,814,924
Enterprise	\$ 2,017,573	\$ 5,864,438	\$ 1,059,050	\$ 600	\$ 8,941,661	\$ -	\$ -	\$ 8,941,661
OTHER FUNDS								
Special Revenue	\$ 75,659	\$ 56,575	\$ 3,125	\$ -	\$ 135,359	\$ -	\$ -	\$ 135,359
Municipal Court Building Security	\$ 100,879	\$ 108,540	\$ 3,164	\$ -	\$ 212,583	\$ -	\$ -	\$ 212,583
Municipal Court Technology	\$ 60,527	\$ 187,742	\$ 4,005	\$ -	\$ 252,274	\$ -	\$ -	\$ 252,274
Hotel Occupancy Tax	\$ 100,879	\$ 220,483	\$ 55,926	\$ -	\$ 377,288	\$ -	\$ -	\$ 377,288
Red Light Camera Program	\$ 252,197	\$ 9,900	\$ 45,029	\$ -	\$ 307,126	\$ -	\$ -	\$ 307,126
PD District Attorney Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Department of Justice Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
SAFER Grant	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Tomball "Fun Runs"	\$ -	\$ -	\$ (165,225)	\$ -	\$ (165,225)	\$ -	\$ -	\$ (165,225)
General Capital Projects	\$ 50,439	\$ 14,879,984	\$ 177,381	\$ -	\$ 15,107,804	\$ 999,950	\$ 999,950	\$ 16,107,754
Business Park	\$ -	\$ 8,518,143	\$ -	\$ -	\$ 8,518,143	\$ -	\$ -	\$ 8,518,143
Fleet Replacement	\$ 453,954	\$ 783,430	\$ 183,289	\$ -	\$ 1,420,673	\$ -	\$ -	\$ 1,420,673
Water Capital Recovery	\$ 100,879	\$ 971,332	\$ 63,477	\$ -	\$ 1,135,688	\$ -	\$ -	\$ 1,135,688
Sewer Capital Recovery	\$ 151,318	\$ 1,121,247	\$ 46,174	\$ -	\$ 1,318,739	\$ -	\$ -	\$ 1,318,739
Health Insurance Trust	\$ -	\$ 753,035	\$ 70,967	\$ -	\$ 824,002	\$ -	\$ -	\$ 824,002
TOTALS	\$ 6,138,467	\$ 42,193,558	\$ 2,555,859	\$ 2,796	\$ 50,890,680	\$ 2,402,818	\$ 2,402,818	\$ 53,293,498

Regular City Council Agenda Item Data Sheet

Meeting Date: February 3, 2014

Topic:

Approve the Minutes of the January 20, 2014 Regular City Council Meeting and the January 27, 2014 Special City Council Meeting

Background:**Origination:**

City Secretary

Recommendation:

N/A

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Draft Minutes of the January 20, 2014 Regular City Council Meeting

Draft Minutes of the January 27, 2014 Special City Council Meeting

MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**MONDAY, JANUARY 20, 2014
6:00 P.M.**

1.0 Call to Order

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

Councilman Hudgens
Councilman Stoll
Councilman Townsend
Councilman Dodson

Others present:

City Manager – George Shackelford
City Secretary – Doris Speer
City Attorney – Donna Johnson
Police Chief – Robert Hauck
Fire Chief – Randy Parr
Director of Public Works – David Kauffman
Finance Director – Glenn Windsor
Marketing Director – Mike Baxter
Community Development Director – Craig Meyers
City Engineer – Lori Lakatos
City Planner – Rebeca Guerra
Community Events Coordinator – Rosalie Dillon
Councilman-Elect Degges
Executive Director-TEDC – Kelly Violette
NWEMS Director – Brian Bayani

2.0 The invocation was led by Pastor Charlie Middlebrook, Impact Church-Houston

3.0 The pledges to the U. S. and Texas Flags were led by Members of the Tomball High School Student Council.

4.0 The following public comments were received:

Jarmon Wolfe
504 Kane, 77375

- Expressed his interest in serving as a Regular member of the Board of Adjustment

Bruce Hillegeist
GTACC
29201 Quinn Road, 77375
and
Laura Wilson
25630 Hufsmith, 77375

- Expressed support for a local option election to allow the legal sale of all alcoholic beverages, including mixed beverages.

Andrea Aroche
16806 Avenfeld Road, 77377

- Requested an opportunity to present electrical prices and terms for the City

Kelly Violette
TEDC

- Announced the Tomball Business & Technology Park groundbreaking event on Wednesday, January 29th at 10:00 a.m.

Randy Parr
Fire Chief

- Introduced Brian Bayani, new Chief for Northwest EMS

Rodney Hutson
9431 Rosie Lane, 77354

- Expressed his support for a local option election to allow the legal sale of all alcoholic beverages, including mixed beverages.

5.0 Reports and Announcements:

- January 27, 2014 – **Special Council Meeting to Canvass 1/18/2014 Special Election** – 5:00 p.m.
- February 4, 2014 – **Mayor's Coffee**
- February 8, 2014 – **2nd Saturday at the Depot**; showing *"Home on the Range"* – 5:00 p.m.
- **Walk Tomball!** – Every Saturday at 9:00 a.m. at the Depot
- Reports by City staff and members of Council about items of community interest on which no action will be taken:
 - Glenn Windsor presented an update regarding Status of Comprehensive Annual Financial Report

- George Shackelford advised that the Finance Department has been awarded the Certificate of Achievement in Financial Reporting for Audit Year Ending September 30, 2012

6.0 Motion was made by Councilman Dodson, second by Councilman Townsend, to approve the Minutes of the January 6, 2014 Regular City Council Meeting.

Motion carried unanimously.

7.0 Old Business:

7.1 Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2014-01R by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Dodson, to adopt, on First Reading, Ordinance No. 2014-01R, an Ordinance of the City of Tomball, Texas, Ordering a Special Election to be Held in the City of Tomball on May 10, 2014, for the Purpose of Submitting to the Qualified Voters of Tomball, Texas Certain Proposed Amendments to the Existing Charter of the City; Stating the Proposed Amendments to be Voted Upon at Said Election; Designation of Polling Place and Appointment of Election Officials of Such Election; Providing the Form of the Ballot and Directing that the Notice of Election be Given; Containing Other Provisions to the State Election Code; Directing Publication of the Caption of This Ordinance; Finding that the Meetings at Which This Ordinance is Considered are Open to the Public as Required by Law; Providing for Severability and the Repeal of Conflicting Ordinances; and Providing an Effective Date. Vote was as follows:

Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Dodson	<u>Aye</u>

Motion carried unanimously.

Moción fue presentada por el Concejal Townsend, en segundo lugar, el Concejal Dodson, para aprobar, en primera lectura, en la ordenanza nO 2014-01R, una ordenanza de la ciudad de Tomball, Texas, ordenando una elección especial que se celebrará en la Ciudad de Tomball el 10 de mayo, 2014, con el fin de presentar a los votantes calificados de Tomball, Texas algunas propuestas de enmiendas a la Carta actual de la ciudad, indicando las modificaciones propuestas al ser sometida a votación en esa elección; la designación del lugar de votación y el

nombramiento de los funcionarios electorales de las elecciones; la forma de la votación y se ordenaba que el anuncio de la elección; que contengan otras disposiciones para el Código Electoral del Estado; Dirigir Publicación del título de esta ordenanza; Diagnóstico que Las reuniones en las que esta ordenanza se considera están abiertas al público que exige la Ley, de separación y la derogación de las Ordenanzas; y proporcionar una fecha efectiva. Votación de la siguiente manera:

Concejal Hudgens	<u>Aye</u>
Concejal Stoll	<u>Aye</u>
Concejal Townsend	<u>Aye</u>
Concejal Dodson	<u>Aye</u>

Moción adoptada por unanimidad.

Chuyển động được tạo ra bởi Ông Townsend, thứ hai của Ông hội đồng Dodson, để nhận nuôi, vào đầu tiên đọc, pháp lệnh không. 2014-01R, một pháp lệnh của thành phố Tomball, Texas, ra lệnh cho một đặc biệt cuộc bầu cử sẽ được tổ chức ở thành phố Tomball trên 10 tháng 5, năm 2014, với mục đích của Gửi đến đủ tiêu chuẩn của Cử Tri Tomball, Texas Một số Nội dung Tu Chính với những điều đã có những khái niệm của thành phố; đưa ra các Đề xuất các khoản Tu Chính phải được bỏ phiếu vào ở nói cuộc bầu cử; ghi đăng của Phòng Phiếu của quý vị và cuộc hẹn của các viên chức bầu cử của các cuộc bầu cử, Cung cấp các dạng Lá Phiếu của quý vị và hướng dẫn rằng các cuộc bầu cử được; chứa Các Điều Khoản khác cho tiểu bang bầu cử; chỉ dẫn đầu đề xuất bản của pháp lệnh này, Tìm ra điều đó Cuộc Họp ở đây pháp lệnh này được cho là đang mở cửa cho công chúng như pháp luật yêu cầu; Cung cấp cho Kết Luận và những Mâu Thuẫn Pence của các sắc luật này; và Cung cấp một ngày Hiệu Lực. Bỏ phiếu là như sau:

Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Dodson	<u>Aye</u>

Chuyển động mang tất cả mọi người.

議案是由委員董誠亨、第二,由委員Dodson通過,第一次讀,條例第2014-01r的城市,一個條例的湯博爾、得克薩斯、訂購一個特別舉行選舉,以在該市的湯博爾10日,2014,為提交給合資格選民的湯博爾、得克薩斯某些擬議修訂現行的《憲章》的城市;他說,擬議的修正案表決者在說選舉;指定的投票站地點和任命官員的選舉,這種選舉的投票;提供的表格,並指示將該通知的選舉

;載有其他規定,將給予該州選舉守則;指導出版物的標題,找到,本條例;
在這次會議審議了本條例所需的是向公眾開放的法律;提供可分割性和廢除
法例的沖突;和提供一個有效日期。 表決情況如下:

Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Dodson	<u>Aye</u>

議案一致。

- 7.2 Motion was made by Councilman Dodson, second by Councilman Hudgens, to adopt, on Second Reading, Ordinance No. 2014-02, an Ordinance of the City of Tomball, Texas, Establishing a Juvenile Case Manager Fund; Providing for the Assessment and Collection of a Juvenile Case Manager Fee; Providing for Severability; Providing for Publication and Effective Date. Vote was as follows:

Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Dodson	<u>Aye</u>

Motion carried unanimously.

8.0 New Business:

- 8.1 Motion was made by Councilman Dodson, second by Councilman Stoll, to appoint Jarmon Wolfe to Regular Member, Position 1, to Fill Vacancy and Complete Unexpired Term on City of Tomball Board of Adjustments.

Motion carried unanimously.

- 8.2 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve Contract between the City of Tomball and TXU Energy for the Purchase of Electrical Energy. Vote was as follows:

Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Townsend	<u>Nay</u>
Councilman Dodson	<u>Aye</u>

Motion carried, 3 votes Aye, 1 vote Nay.

- 8.3 Motion was made by Councilman Dodson, second by Councilman Hudgens, to approve and authorize the City Manager to Execute the Yearly Compensation Amendment to Interlocal Agreement for Fire Protection, Fire Suppression, and Rescue Services, in the Amount of \$67,500, Covering the City of Tomball Fire Department's Continued Provision of Fire Protection and Rescue Services to the Area Contained in the Boundaries of Harris County ESD #15.

Motion carried unanimously.

- 8.4 Item regarding the Consideration and Possible action Regarding the Use of Eminent Domain Authority to Condemn the Property as follows was withdrawn by Mayor Fagan:

Approve Resolution No. 2014-02, a Resolution of the City Council of the City of Tomball, Texas, Determining that a 3.608 Acre Tract of Land is needed for use as a drainage channel as part of the M121 Drainage Project for the City of Tomball, Texas; a 0.200 Acre Tract of Land is needed for the Extension of Holderrieth Road; 0.401 Acre Tract of Land is needed for the construction, operation, maintenance, inspection, replacement, and removal of one or more utility lines as part of the Holderrieth Road Extension Project for the City of Tomball, Texas; and Authorizing the Institution of Eminent Domain Proceedings.

No action taken.

- 8.5 Item regarding the Consideration and Possible action Regarding the Use of Eminent Domain Authority to Condemn the Property as follows was withdrawn by Mayor Fagan:

Approve Resolution No. 2014-03, a Resolution of the City Council of the City of Tomball, Texas, Determining that a 8.288 Acre Tract of Land is needed for use as a drainage channel as part of the M121 Drainage Project for the City of Tomball, Texas; a 0.207 Acre Tract of Land is needed for the Extension of Holderrieth Road; 0.367 and 0.047 Acre Tracts of Land is needed for the construction, operation, maintenance, inspection, replacement, and removal of one or more utility lines as part of the Holderrieth Road Extension Project for the City of Tomball, Texas; and Authorizing the Institution of Eminent Domain Proceedings.

No action taken.

- 8.6 Consideration to approve ZONING CASE P13-148: Request by the City of Tomball to amend Section 34.4 ("Area Regulations for Residential Uses") of the City's Zoning Ordinance (Ordinance No. 2008-01) by creating non-conforming

lot regulations for lots within that portion of the Old Town Area bounded by Fannin Street, Houston Street, the railroad tracks, and Pine Street, and including the lots that front on Fannin Street and Houston Street adjacent to such portion.

- Mayor Fagan opened the public hearing on ZONING CASE P13-148 at 6:58 p.m.; the following comments were received:

Rodney Hutson
9431 Rosie Lane, 77354 - Expressed his opposition to the zoning change.

Pat Bailey
1319 Dove Trails, 77375 - Expressed her support for the zoning change.

Brett Tynes
824 Wilson Lane, 77375 - Expressed his opposition to the zoning change.

- Receiving no additional comments, Mayor Fagan closed the public hearing at 7:05 p.m.
- Motion was made by Councilman Townsend, second by Councilman Hudgens, to read Ordinance No. 2014-03 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Hudgens, to adopt, on First Reading, Ordinance No. 2014-03, an Ordinance of the City of Tomball, Texas, Amending Its Zoning Ordinance by Amending Section 34.4 (“Area Regulations for Residential Uses”) by Creating Non-conforming Lot Regulations for Lots within that Portion of the Old Town Area Bounded by Fannin Street, Houston Street, the Railroad Tracks, and Pine Street, and Including the Lots that Front on Fannin Street and Houston Street Adjacent to such Portion; Providing for Severability, Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof; Making Findings of Fact; and Providing for Other Related Matters.

Motion to Amend was made by Councilman Townsend, second by Councilman Hudgens, to adopt, on First Reading, Ordinance No. 2014-03, an Ordinance of the City of Tomball, Texas, Amending Its Zoning Ordinance by Amending Section 34.4 (“Area Regulations for Residential Uses”) by Creating Non-conforming Lot Regulations for Lots within that Portion of the Old Town Area Bounded by Fannin Street, Houston Street, the Railroad Tracks, and Pine Street, and Including the Lots that Front on Fannin Street and Houston Street Adjacent to such Portion; 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, with the removal of Sections 8(a) and 8(b). Vote was as follows:

Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Nay</u>
Councilman Townsend	<u>Aye</u>
Councilman Dodson	<u>Nay</u>
Mayor Fagan	<u>Nay</u>

Motion, as Amended, FAILED, 3 votes Nay, 2 votes Aye.

8.7 Consideration of a Revision to Section 70-46 of the Tomball Code of Ordinances

Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2014-04 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Dodson, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2014-04, an Ordinance amending the Code of Ordinances of the City of Tomball, Texas by amending Section 70-46, Utilities, of Article III, Design Standards, of Chapter 70, Plats and the Subdivision of Land, to require all above ground electrical transmission and distribution lines to be located along the perimeter of the area within the overall subdivision; providing a penalty in an amount not to exceed \$2,000 for each violation hereof; and providing for severability; and making other provisions and findings related thereto. Vote was as follows:

Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Dodson	<u>Aye</u>

Motion carried unanimously.

8.8 Discussion was held regarding Possible Action to Legislate Payday and Auto Title Lending within the City of Tomball. Consensus of Council was for the Engineering and Planning Department to develop zoning recommendations.

No action taken.

8.9 Mayor Fagan called the Tomball Economic Development Corporation to Order.

Executive Session: The Tomball Economic Development Corporation recessed at 8:02 p.m. as authorized by Title 5, Chapter 551, Texas Government Code, The Texas Open Meetings Act, for the following purpose:

- Section 551.087 - Deliberations Regarding Economic Development Negotiations

After reconvening into regular session at 9:10 p.m., no action was taken.

Motion was made by Commissioner Sumner, second by Commissioner Bruce, to adjourn the TEDC meeting.

Motion carried unanimously.

8.10 Executive Session: The Tomball City Council recessed at 9:10 p.m. as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose:

- Sec. 551.072 – Deliberations Regarding Real Property

After reconvening into regular session at 9:21 p.m., no action was taken.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 3rd day of February 2014.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

MINUTES OF SPECIAL CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**MONDAY, JANUARY 27, 2014
5:00 P.M.**

1.0 Call to Order

The Council meeting was called to order at 5:00 p.m. by Mayor Fagan. Other members present were:

Councilman Hudgens
Councilman Stoll
Councilman Townsend
Councilman Dodson
Councilman-Elect Degges

Others present:

City Manager – George Shackelford
City Secretary – Doris Speer
Marketing Director – Mike Baxter
Community Events Coordinator – Rosalie Dillon

2.0 Canvass of Election

Escrutinio de la Elección
Kiểm Phiếu của Cuộc Bầu Cử
選舉拉票

The Canvass of the January 18, 2014 Special City Election was presented by Doris Speer, Election Clerk.

El escrutinio de la Elección Especial de la Ciudad del 18 de enero de 2014 fue presentado por Doris Speer, Elección Secretario.

Việc Kiểm Phiếu của Cuộc Bầu Cử Đặc Biệt Của Thành Phố ngày 18 tháng Một, 2014 đã được bà Doris Speer, Cuộc bầu cử người bán hàng.

2014年1月18日特別市選舉之選票審核報告已由選舉法官Doris Speer選舉立法會秘書。

- 2.1 Motion was made by Councilman Townsend, second by Councilman Dodson, to adopt Resolution No. 2014-XX, a Resolution and Order Canvassing the Returns and Declaring the Results of the Special City Election Held on January 18, 2014. *El Concejal Townsend hizo la moción, secundada por el Concejal Dodson, para adoptar la Resolución Nro. 2014-XX, una Resolución y Orden de Escrutinio y Declaración de Resultados de la Elección Especial Celebrada el 18 de enero de 2014.*
Kiến Nghị được Nghị Viên Townsend đưa ra, có sự tán thành của Nghị Viên Dodson, để Thông Qua Nghị Quyết Số 2014-XX, một Nghị Quyết và Yêu Cầu Kiểm Phiếu Bầu và Công Bố Các Kết Quả của Cuộc Bầu Cử Đặc Biệt Của Thành Phố được tổ chức vào ngày 18 tháng Một, 2014.
動議由議員 Townsend 提出，獲議員 Dodson 支持，目的是採納第 2014-XX 號決議，即關於審核 2014 年 1 月 18 日特別市選舉之選票報告並宣佈選舉結果的決議與命令。

Motion carried unanimously.
Moción aceptada por unanimidad.
Kiến nghị được nhất trí thông qua.
動議無異議地通過。

- 2.2 The Oath of Office was administered by Mayor Fagan to Chad Degges as the newly elected Councilman, Position 3. *El Juramento al Cargo fue administrado por la Alcaldesa Fagan a Chad Degges como nuevo Concejal, Posición 3.*
Tuyên Thệ Nhậm Chức đã được tiến hành bởi Thị Trưởng Fagan cho Chad Degges là Nghị Viên mới được bầu chọn, Vị Trí 3.
就職宣誓已由市長 Fagan 主持進行，宣誓人為新當選的 3 號席位議員 Chad Degges。

- 2.3 Councilman Stoll nominated Derek Townsend, Sr. as Mayor Pro-Tem, in Accordance with Section 6.08 of the City of Tomball Home Rule Charter. *El Concejal Stoll nominó a Derek Townsend, Sr. como Alcalde interino en conformidad con la Sección 6.08 de la Carta Orgánica de Gobierno Local de la Ciudad de Tomball.*
Viên Stoll đề cử Derek Townsend, Sr. làm Thị Trưởng Tạm Thời, chiếu theo Mục 6.08 của Hiến Chương Điều Lệ Địa Phương Thành Phố Tomball.
任臨時市長，議員 Stoll 已提名 Townsend, Sr. 作為市長 PRO-TEM、按照第 6.08 的城市，湯博爾自治憲章。

Motion carried unanimously.
Moción aceptada por unanimidad.

*Kiến nghị được nhất trí thông qua.
動議無異議地通過。*

Councilman Derek Townsend, Sr. was elected Mayor Pro-Tem.
El Concejal Derek Townsend, Sr. fue elegido Alcalde interino.
Nghị Viên Derek Townsend, Sr. được chọn làm Thị Trưởng Tạm Thời.
委員 Derek Townsend, Sr. 已當選為暫時市長。

3.0 Motion was made by Councilman Degges, second by Councilman Hudgens, to adjourn.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 3rd day of February 2014.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Meeting Date: February 3, 2014

Data Sheet

Topic:

Adopt on Second Reading, Ordinance No. 2013-26, an Ordinance of the City of Tomball, Texas, amending its Zoning Ordinance by changing the Zoning District Classification of approximately 18.77 acres of land, legally described as Lot 1, Lot 3, Reserve A, and Reserve C, Block 1, Tomball South Commercial, within the City of Tomball, Harris County, Texas, from the Agricultural District to the Light Industrial District; said property being generally located west of Hufsmith-Kohrville Road, north of Spell 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:

City Staff met with the applicant, Jeff Presnal, regarding the possible Rezoning of Lot 1, Lot 3, Reserve A, and Reserve C, Block 1, Tomball South Commercial from the Agricultural District to the Light Industrial District. City Staff informed Mr. Presnal that the properties have Future Land Use designations of Rural Residential and Business/Industrial. Additionally, Mr. Presnal was informed that in order to have consistent uses and design standards throughout the development, these properties would need to have their Future Land Use designations changed from Rural Residential and Business/Industrial to entirely Business/Industrial, as well as Rezone the properties to Light Industrial. On October 30, 2013, the City received Comprehensive Plan Amendment and Rezoning applications from Mr. Presnal. This case is the request to change the zoning classification of Lot 1, Lot 3, Reserve A, and Reserve C, Block 1, Tomball South Commercial from Agricultural District to the Light Industrial District.

The Planning and Zoning Commission voted to recommend approval of Zoning Case P13-182 on December 9, 2013, with a 5-0 unanimous vote. On December 16, 2013, Council adopted Ordinance No. 2013-26 on First Reading.

Origination:

Jeff Presnal, on behalf of 2978 Industrial Properties, LLC and KTC Holding, LLC

Recommendation:

Adopt Ordinance No. 2013-26 on Second Reading

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Ordinance No. 2013-26

Notice of Public Hearing

Property Owner Notification Letter

P13-182 Staff Report

ORDINANCE NO. 2013-26

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING ITS ZONING ORDINANCE BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 18.77 ACRES OF LAND, LEGALLY DESCRIBED AS LOT 1, LOT 3, RESERVE A, AND RESERVE C, BLOCK 1, TOMBALL SOUTH COMMERCIAL, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE AGRICULTURAL DISTRICT TO THE LIGHT INDUSTRIAL DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED WEST OF HUFSMITH-KOHRVILLE ROAD, NORTH OF SPELL 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, the owner(s) of approximately 18.77 acres of land, legally described as Lot 1, Lot 3, Reserve A, and Reserve C, Block 1, Tomball South Commercial, generally located west of Hufsmith-Kohrville Road, north of Spell Road, in the City of Tomball, Harris County, Texas, (the "Property"), have requested that 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 written notice of that hearing 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 proposal to change the zoning for the Property from the Agricultural District to the Light Industrial District; and

Whereas, the public hearing was held at least forty (40) calendar days after the City's receipt of the request for rezoning; and

Whereas, the Planning & Zoning Commission recommended in its final report that City Council grant such proposed change in the zoning district classification of the Property; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing on the proposal to change the zoning district classification for the Property from the Agricultural District to the Light Industrial District, the City Council held the public hearing on the proposal to change the zoning for the Property and the City Council considered the final report of the Planning & Zoning Commission regarding the change of zoning district classification, and

Whereas, the City Council deems it appropriate to grant such proposed change in the zoning district classification of the Property.

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

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

Section 7. City Council finds and determines that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Texas Open Meetings Act, Tex.Gov't. Code ch. 551.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 16TH DAY OF DECEMBER 2013.

COUNCILMAN HUDGENS	<u>ABSENT</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN DODSON	<u>AYE</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF FEBRUARY 2014.

COUNCILMAN HUDGENS	_____
COUNCILMAN DEGGES	_____
COUNCILMAN STOLL	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION
DECEMBER 9, 2013
&
CITY COUNCIL
DECEMBER 16, 2013**



Notice is Hereby Given that a Public Hearing will be held by the Planning & Zoning Commission of the City of Tomball on **Monday, December 9, 2013, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, December 16, 2013, at 6:00 P.M.** at Regular Meetings, in the City Council Chambers of the City of Tomball at City Hall, 401 Market Street, Tomball, Texas. On such dates, the Planning & Zoning Commission and City Council will consider the following:

COMPREHENSIVE PLAN CASE P13-181: Request by Jeff Presnal, on behalf of 2978 Industrial Properties, LLC and KTC Holding, LLC, to amend the City's Comprehensive Plan by altering the Future Land Use of approximately 25.70 acres of land, legally described as Lot 1, Lot 2, Lot 3, Reserve A, and Reserve C, Block 1, Tomball South Commercial, within the City of Tomball, Harris County, Texas, generally located west of Hufsmith-Kohrville Road, north of Spell Road, from Rural Residential and Business/Industrial to Business/Industrial.

ZONING CASE P13-182: Request by Jeff Presnal, on behalf of 2978 Industrial Properties, LLC and KTC Holding, LLC, to amend the City's Zoning Ordinance by rezoning approximately 18.77 acres of land, legally described as Lot 1, Lot 3, Reserve A, and Reserve C, Block 1, Tomball South Commercial within the City of Tomball, Harris County, Texas, generally located west of Hufsmith-Kohrville Road, north of Spell Road, from the Agricultural District to the Light Industrial District.

Persons interested in this case will be given an opportunity to be heard. Action by the Planning & Zoning Commission serves as a recommendation to the City Council and is not a final action on the request. Should the Planning & Zoning Commission vote to table a decision/recommendation on this 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 decision/recommendation is forwarded to the City Council by the Planning & Zoning Commission. The application is available for public inspection Monday through Friday, holidays excepted, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Rodney Schmidt, at (281) 290-1410, rschmidt@tomballtx.gov.

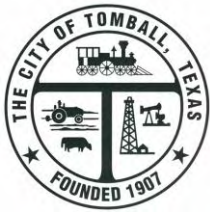
CERTIFICATION

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 5th day of December 2013 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Brandy Pate

Brandy Pate
Senior Administrative Assistant
P&Z Commission Secretary

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.



Notice of Public Hearing

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

CASE NUMBER: P13-182

APPLICANT: Jeff Presnal, on behalf of 2978 Industrial Properties, LLC and KTC Holding, LLC

LOCATION: West of Hufsmith-Kohrville Road, north of Spell Road

PROPOSAL: Request to amend the City's Zoning Ordinance by rezoning approximately 18.77 acres of land, legally described as Lot 1, Lot 3, Reserve A, and Reserve C, Block 1, Tomball South Commercial within the City of Tomball, Harris County, Texas, from the Agricultural District to the Light Industrial District.

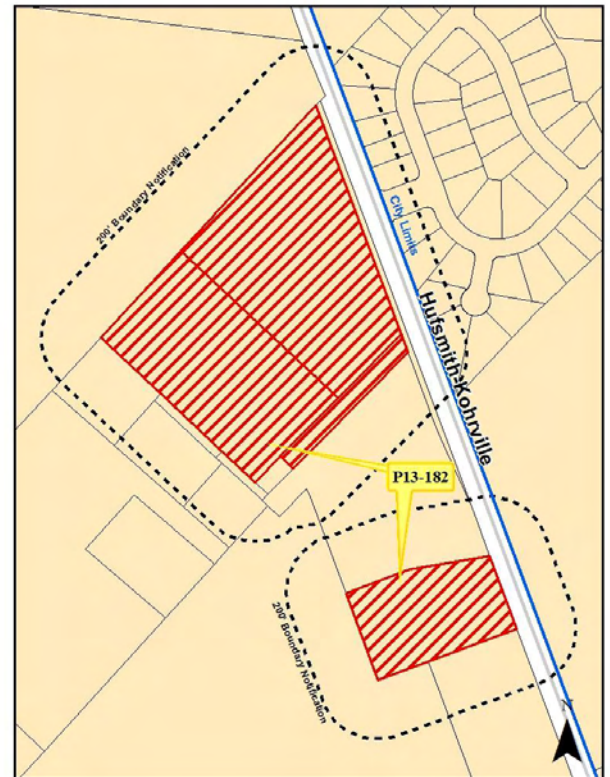
CONTACT: Rodney Schmidt

PHONE: (281) 290-1410

E-MAIL: rschmidt@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 inspection Monday through Friday, holidays excepted, 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. Interested parties may appear and speak on the project or the staff recommendation at the meeting. Written comments may also be submitted for consideration.

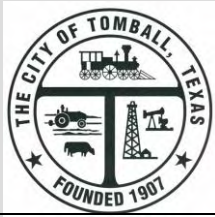


**Planning & Zoning Commission
Public Hearing:
Monday, December 9, 2013, 6:00 PM**

**City Council Public Hearing:
*Monday, December 16, 2013, 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.



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: December 9, 2013

Rezoning Case: P13-182

Property Owner: 2978 Industrial Properties, LLC and KTC Holding, LLC

Applicant: Jeff Presnal

Legal Description: Lot 1, Lot 3, Reserve A, and Reserve C, Block 1, Tomball South Commercial

Location: West of Hufsmith-Kohrville Road, north of Spell Road (Exhibit "A")

Area: 18.77 acres

Present Zoning & Use: Agricultural District (Exhibit "C") / Undeveloped and commercial (CREACOM, Inc.)

Future Land Use (FLU): Rural Residential and Business/Industrial (Exhibit "B")

Proposed Zoning and Use: Light Industrial¹ / Any use permitted in the Light Industrial (LI) District

Adjacent Zoning & Use:

- North:** Single-Family Estate Residential-20 (SF-20-E) District / Single-family residences
- South:** LI District / Undeveloped and future Tomball Economic Development Corporation (TEDC) Business and Technology Park
- West:** SF-20-E and LI Districts / Single-family residences and future TEDC Business and Technology Park
- East:** Unzoned Extraterritorial Jurisdiction (ETJ) / Hufsmith-Kohrville Road, single-family residences, and a former horse training facility

BACKGROUND

On October 18, 2013, City staff met with the applicant, Jeff Presnal, regarding the possible rezoning of Lot 1, Lot 3, Reserve A, and Reserve C, Block 1, Tomball South Commercial from the Agricultural District to the Light Industrial District. City staff informed Mr. Presnal that the properties have Future Land Use (FLU) designations of Rural Residential and Business/Industrial. Additionally, Mr. Presnal was informed that in order to have consistent uses and design standards throughout the development, these properties would need to have their FLU designations changed from Rural Residential and

¹ Any use permitted in the proposed district would be allowed at this location if the zoning is changed. Furthermore, the Planning & Zoning Commission and City Council may consider zoning classifications other than that sought by the applicant for this property.

Business/Industrial to entirely Business/Industrial, as well as rezone the properties to Light Industrial.

On October 30, 2013, the City received Comprehensive Plan (CP) amendment and rezoning (Exhibit “D”) applications from Mr. Presnal. Case P13-181 is the request to change the FLU of Lot 1, Lot 2, Lot 3, Reserve A, and Reserve C, Block 1, Tomball South Commercial from Rural Residential and Business/Industrial to entirely Business/Industrial. Case P13-182 is the request to change the zoning classification of Lot 1, Lot 3, Reserve A, and Reserve C, Block 1, Tomball South Commercial from Agricultural District to the Light Industrial District.

ANALYSIS

There are two dominant land uses in the vicinity of the subject site: single-family residential and undeveloped land (Exhibit “E”). To the north are single-family residences; to the south is undeveloped land and the TEDC’s future Business and Technology Park; to the west are single-family residences and the TEDC’s Business and Technology Park; and to the east is Hufsmith-Kohrville Road, single-family residences, and a former horse training facility. The uses permitted in the LI District appear to be compatible with the TEDC’s Business and Technology Park to the west and the former horse training facility to the east. With the appropriate design standards (i.e. building setbacks, fencing, landscaping, etc.), the uses permitted in the LI District may be compatible with the single-family residences to the north, west, and east.

There are two zoning classifications in the vicinity of the subject site: SF-20-E and LI Districts. To the north is the SF-20-E District; to the south is the LI District; to the west are the SF-20-E and LI Districts; and to the east is unzoned ETJ. The proposed LI District “...is intended primarily for the conduct of light manufacturing, assembling and fabrication activities, and for warehousing, research and development, wholesaling and service operations that do not typically depend upon frequent customer or client visits. Such uses do require accessibility to major thoroughfares, major highways, and/or other means of transportation such as the railroad.” The LI District appears to be compatible with the existing LI Districts to the south and west. With the appropriate design standards (i.e. building setbacks, fencing, landscaping, etc.), the LI District may be compatible with the SF-20-E District to the north and west. Additionally, this request will create an unbroken, contiguous LI District from Holderrieth Road to Country Club Greens subdivision that is consistent with the possible construction of both the TEDC’s Business and Technology Park and Tomball South Commercial.

The FLU map identifies the subject site as Rural Residential and Business/Industrial. Rural Residential is intended for “residential developments on minimum 1 acre lots that allows up to one house per acre lot. The intent is to provide for a rural lifestyle as well as to encourage appropriate development due to environmental constraints such as waterways, floodplains, and other features.” Business/Industrial is “where industrial and intensive employment activities should occur. Activities that will require unenclosed assembly, repair and/or storage and require heavy truck or rail transportation support are acceptable. Also included would be warehousing and distribution facilities, as well as offices and showrooms.” The proposed LI District appears to be consistent with Business/Industrial but not Rural Residential. However, if case P13-181 is approved and the FLU for the subject site is changed from Rural Residential and Business/Industrial to entirely Business/Industrial as requested, the rezoning request would appear to be consistent with the CP.

ZONING CONSIDERATIONS

In making its recommendation regarding a proposed zoning change, the Planning & Zoning Commission 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 LI District appear to be compatible with the TEDC's future Business and Technology Park to the south and west and the former horse training facility to the east. With the appropriate design standards (i.e. building setbacks, fencing, landscaping, etc.), the uses permitted in the LI District may be compatible with the single-family residences to the north, west, and east.

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

The proposed rezoning is not anticipated to negatively impact public schools, streets, water supply, sanitary sewers, or other utilities.

- 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 are over 100 acres of vacant land in the vicinity zoned LI District. However, the majority of this is in the process of being developed for the TEDC's future Business and Technology Park. There are numerous other vacant properties elsewhere in the City-zoned LI District.

- 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 City-wide in the LI District.

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

If the proposed zoning change is approved, few, if any affects on other areas designated for similar developments are anticipated.

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

The proposed rezoning is not anticipated to affect the public health, safety, morals, or general welfare.

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

The proposed LI District appears to be consistent with the FLU designation of Business/Industrial but not Rural Residential. However, if case P13-181 is approved and the FLU for the subject site is changed from Rural Residential and Business/Industrial to entirely Business/Industrial as requested, the rezoning request would appear to be consistent with the CP.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on November 27, 2013; no public comments have been received as of December 4, 2013.

RECOMMENDATION

City staff recommends **APPROVAL** of this request based on the following:

- If P13-181 is approved, the proposed rezoning would appear to be compatible with the Comprehensive Plan;
- The proposed rezoning is not anticipated to negatively impact public schools, streets, water supply, sanitary sewers, or other utilities.
- The proposed rezoning is not anticipated to affect the public health, safety, morals, or general welfare.

ACTION REQUESTED

That the Planning & Zoning Commission recommend **APPROVAL** of Rezoning Case P13-182.

EXHIBITS

- A. Aerial Photo
- B. Comprehensive Plan's Future Land Use Map
- C. Zoning Map
- D. Rezoning Application
- E. Site Photos

Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan's Future Land Use Map

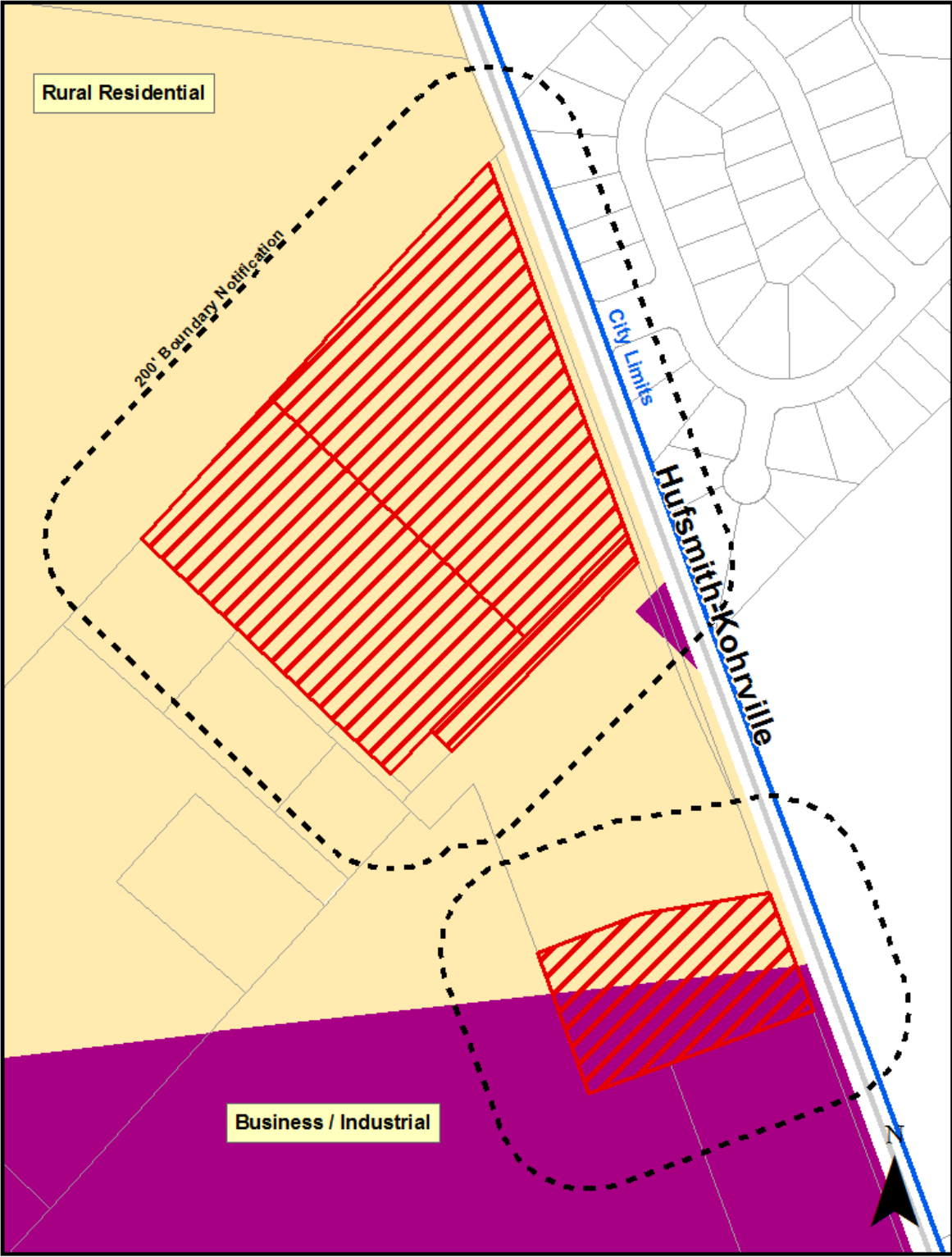


Exhibit "C"
Zoning Map

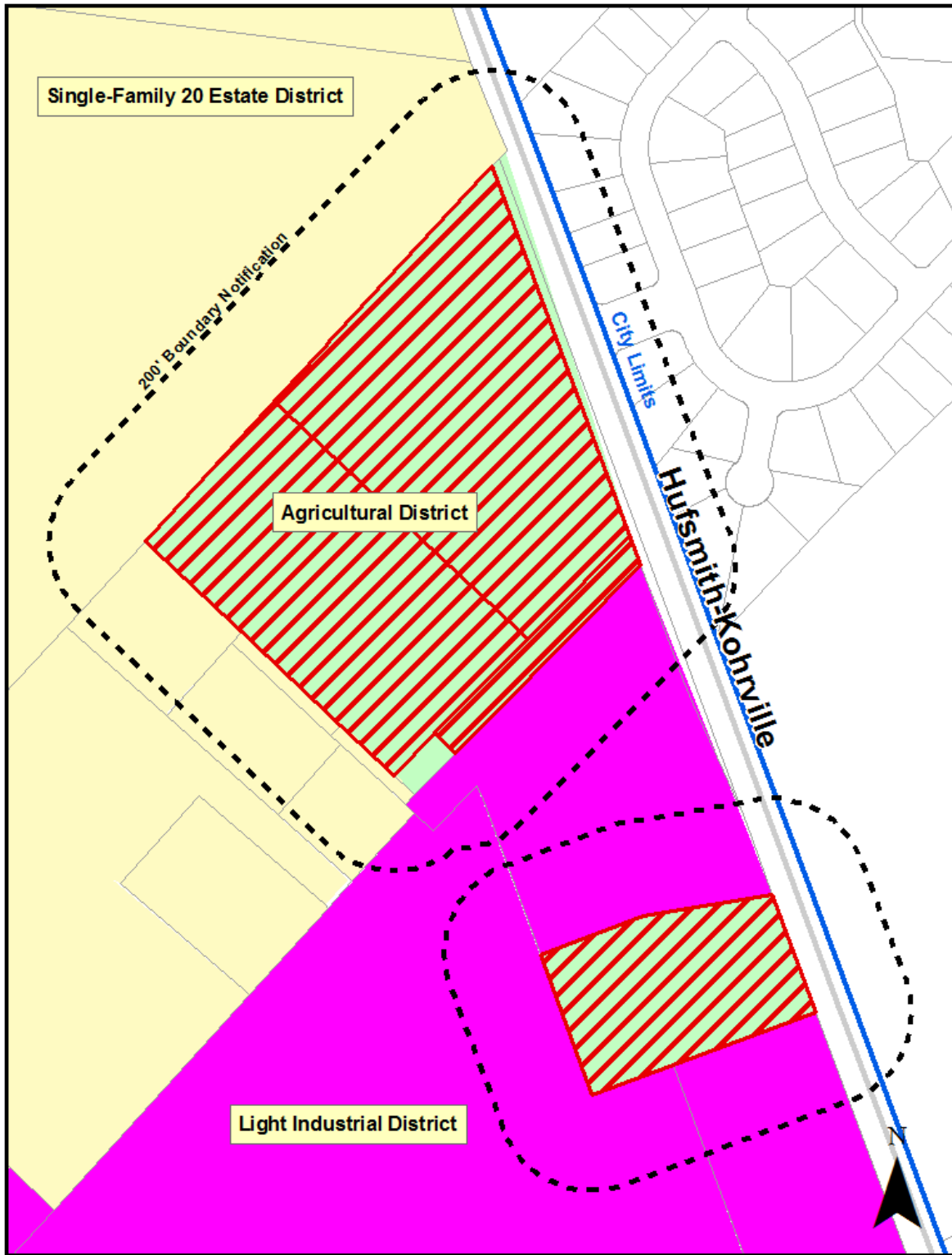
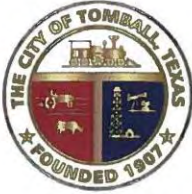


Exhibit "D"
Rezoning Application

Revised 1/20/09



APPLICATION FOR REZONING
Engineering & Planning Department



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: Jeff Presnal Title: Asset Manager
Mailing Address: 25614 Bridle Creek Dr. N City: Magnolia State: TX
Zip: 77355
Phone: (713) 817-9547 Fax: () None Email: jeff.presnal@gmail.com

Owner

Name: 2978 Industrial Properties, LLC ^{§ KTC Holdings LLC} Title: _____
Mailing Address: 25614 Bridle Creek Dr. N. City: Magnolia State: TX
Zip: 77355
Phone: (713) 817-9547 Fax: () None Email: jeff.presnal@gmail.com

Engineer/Surveyor (if applicable)

Name: None Title: _____
Mailing Address: _____ City: _____ State: _____
Zip: _____
Phone: () _____ Fax: () _____ Email: _____

Description of Proposed Project: Rezone Lot 1, Lot 3, Restricted Reserve A and Restricted Reserve C to Commercial plat
from AG to LI.

Physical Location of Property: Approx 1/2 mile North of Holderith on west side of Hufsmith - Kohrville
[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: Lot 1, Lot 3, Rest. Res. A and Rest. Res C - Tomball South Commercial plat
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

Current Zoning District: AG (Agriculture)

Current Use of Property: vacant land

Proposed Zoning District: LI (Light Industrial)

Proposed Use of Property: Not determined yet but assumed to be anything permitted by right or CUP within the LI zoning district.

City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405

www.ci.tomball.tx.us

HCAD Identification Number: See below Acreage: _____

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.

Lot 1	132-003-001-0001	8.1928 Acres
Lot 3	132-003-001-0003	3.4434 Acres
Rest. Res A	132-003-001-0005	0.5140 Acres
Rest. Res C	132-003-001-0007	6.6158 Acres

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 Jeff Purrell 10/29/13
Signature of Applicant Date

X Jeff Purrell, Manager 10/29/13
Signature of Owner #1 Date
2978 Industrial Properties, LLC

Thomas Crea Partner 10/29/13
*Signature of Owner #2 Date
KTC Holdings LLC

2978 INDUSTRIAL PROPERTIES, LLC
25614 Bridle Creek Dr. N.
Magnolia, Texas 77354

October 23, 2013

Engineering and Planning Department
City of Tomball
501 James Street
Tomball, Texas 77375

**RE: Application to Rezone Lot 1-Block 1, Lot 3-Block 1, Restricted Reserve A and
Restricted Reserve C of the Tomball South Commercial plat**

Please allow this letter to serve as our request to rezone the property referenced above
from AG (Agricultural District) to LI (Light Industrial District).

We request that the zoning be supported by staff and ultimately approved by the Planning
and Zoning Commission and City Council as requested for several reasons.

First, the adjacent properties have recently been rezoned LI so this rezoning would be
consistent with adjacent uses.

Second, this rezoning would establish an area that is both consistent in zoning but also in
future land use resulting in overall consistency in the City of Tomball's land use plans.

For these reasons the property should be rezoned from AG- Agricultural District to LI-
Light Industrial District.

Sincerely,



Jeff Presnal
Manager
2978 Industrial Properties, LLC
Owners of Lot1, Restricted Reserve A and Restricted Reserve C



Tom Crea
Manager
TK Holdings, LLC
Owner of Lot 3

Encl: Tomball South Commercial Plat
Replat Parcel Delineation

Exhibit “E”
Site Photos



Figure 1: Subject site.

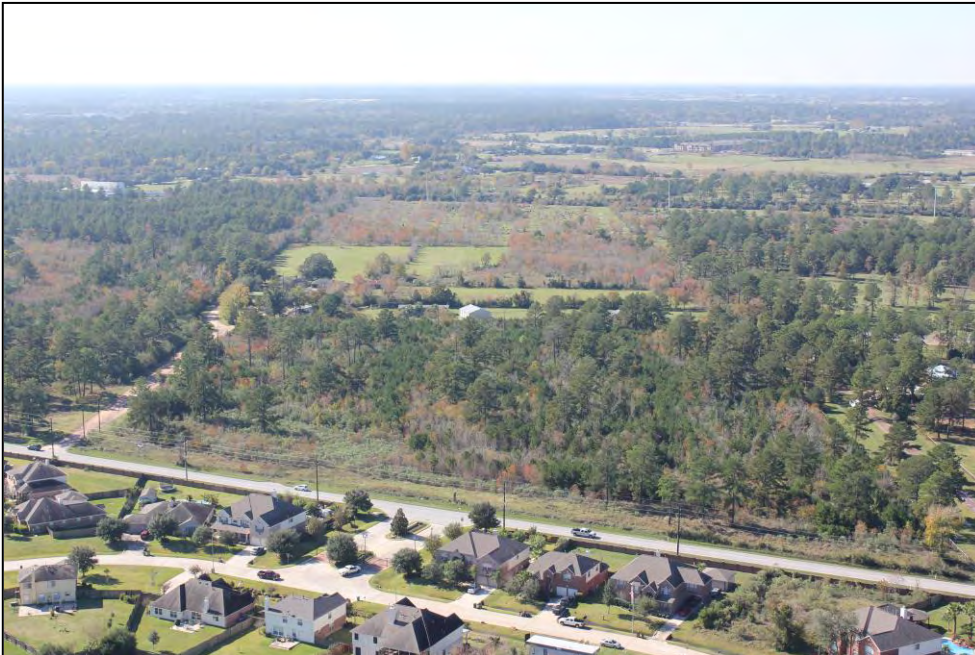


Figure 2: Subject site.



Figure 3: Single-family residences to the north and west.



Figure 4: Undeveloped land and future TEDC Business and Technology Park to the west and south.



Figure 5: Hufsmith-Kohrville Road, single-family residences, and a former horse training facility.

Regular City Council

Agenda Item

Meeting Date: February 3, 2014

Data Sheet

Topic:

Adopt, on Second Reading, Ordinance No. 2014-01, an Ordinance of the City of Tomball, Texas, Ordering a Special Election to be Held in the City of Tomball on May 10, 2014, for the Purpose of Submitting to the Qualified Voters of Tomball, Texas Certain Proposed Amendments to the Existing Charter of the City; Stating the Proposed Amendments to be Voted Upon at Said Election; Designation of Polling Place and Appointment of Election Officials of Such Election; Providing the Form of the Ballot and Directing that the Notice of Election be Given; Containing Other Provisions to the State Election Code; Directing Publication of the Caption of This Ordinance; Finding that the Meetings at Which This Ordinance is Considered are Open to the Public as Required by Law; Providing for Severability and the Repeal of Conflicting Ordinances; and Providing an Effective Date

Adoptar, en segunda lectura, la Ordenanza Nro. 2014-01, una Ordenanza de la Ciudad de Tomball, Texas, Pedido de una elección especial que se celebrará en la Ciudad de Tomball el 10 de mayo de 2014, para el propósito de someter a los votantes calificados de Tomball, Tejas Ciertas enmiendas propuestas a la Carta existente de la Ciudad; indicando las enmiendas propuestas a ser sometidas a votación en dicha elección; designación de Centro de Votación y nombramiento de Oficiales Electorales de dicha elección; entregar el formulario de la votación y que la Dirección Notificación de Elección será dado; se dictan otras disposiciones del Código Electoral del Estado; Publicación de la Leyenda de la presente Ordenanza Directivo; Al comprobar que las sesiones en que esta ordenanza se considera están abiertos al público según lo exige la ley; Prever Nulidad y Derogación del Conflicto de Ordenanzas, y proporcionar una fecha efectiva.

Thông qua, ngày thứ hai đọc của Reading, Pháp lệnh số 2014-01, một Pháp lệnh của thành phố Tomball, Texas, đặt hàng một cuộc bầu cử đặc biệt được tổ chức tại thành phố Tomball vào ngày 10 Tháng 5 năm 2014, cho các Mục đích của Trình bỏ phiếu Đạt Tiêu Chuẩn của Tomball, Texas Một số đề nghị sửa đổi Điều lệ hiện tại của thành phố; Phát biểu sửa đổi được đề xuất để được bình chọn khi ở Said bầu cử; Chỉ định Phòng Phiếu và bổ nhiệm các quan chức bầu cử bầu cử như vậy; Cung cấp mẫu của Lá Phiếu và chỉ đạo các thông báo về bầu cử được Given; Chứa Các quy định khác của Bộ luật bầu cử nhà nước; đạo Công bố các lời ghi chú của Pháp lệnh này; Tìm rằng cuộc họp tại đó Pháp lệnh này được coi là mở cửa để các hồ như bắt buộc của Luật; Cung cấp cho Tách và bãi bỏ của xung đột pháp lệnh; và Cung cấp một ngày hiệu quả.

採納，對首二讀，編號2014-01條例，市湯波，得克薩斯州的一個條例，訂購一個特別選舉中市湯波的將於2014年5月10日，遞交給有選舉權的目的斥建議修訂在該次選舉進行表決；投票站及委任該選舉的選舉官員的指定，湯波，德州的若干建議修訂城市現有憲章提供了選票的表格及導演的選舉通知發出；含其他規定向國家選舉守則；導演出版物本條例的標題中，找到了這個條例被認為是會議舉行的開放日按法律規定，提供可分割性和廢除的衝突條例，並提供了一個有效的日期

Background:

Ordinance No. 2014-01R will order a Special Charter Amendment election, to be held in conjunction with the May 10, 2014 general city election. Expenses for the 2012 City general election were \$16,929.79, which included additional expenses due to the new requirement for ballots, election materials, and notices to be translated into Mandarin (we are now required to conduct our elections in English, Spanish, Vietnamese, and Mandarin), and the purchase of a backup JBC for additional protection of City elections. The expenses for the 2013 general election were minimal, as the election was canceled when the candidates were unopposed. By holding the special election in conjunction with this year's general election, some of the costs for the general and special elections may be reduced.

The contract between Hart Intercivic and the City includes personnel training, equipment testing, programming, on-site support, tallying, maintenance/repairs, software upgrades and certification services for the City's general election and the special election. The anticipated expenses for the May 10, 2014 general election are approximately \$15,000, including the contracted services with Hart Intercivic for programming and Election Day support/finalizing the election. Expenses for the special Charter Amendment election will be approximately \$8,000-\$10,000, depending on the additional expenses involved in preparing the ballot for the proposed amendments. Additional expenses will be incurred for the general election if a runoff election is required; however, funds budgeted for elections in the FY 2013-2014 budget are sufficient to cover anticipated costs.

Origination:

City Secretary

Recommendation:

Adopt Ordinance No. 2014-01R on Second Reading

Funding:

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

City Secretary

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Ordinance No. 2014-01R - English

Ordinance No. 2014-01R - Spanish

Ordinance No. 2014-01R - Vietnamese

Ordinance No. 2014-01R - Mandarin

ORDINANCE NO. 2014-01R

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, ORDERING A SPECIAL ELECTION TO BE HELD IN THE CITY OF TOMBALL ON MAY 10, 2014, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF TOMBALL, TEXAS CERTAIN PROPOSED AMENDMENTS TO THE EXISTING CHARTER OF THE CITY; STATING THE PROPOSED AMENDMENTS TO BE VOTED UPON AT SAID ELECTION; DESIGNATION OF THE POLLING PLACE AND APPOINTMENT OF ELECTION OFFICIALS OF SUCH ELECTION; PROVIDING THE FORM OF THE BALLOT AND DIRECTING THAT THE NOTICE OF ELECTION BE GIVEN; CONTAINING OTHER PROVISIONS TO THE STATE ELECTION CODE; DIRECTING PUBLICATION OF THE CAPTION OF THIS ORDINANCE; FINDING THAT THE MEETINGS AT WHICH THIS ORDINANCE IS CONSIDERED ARE OPEN TO THE PUBLIC AS REQUIRED BY LAW; PROVIDING FOR SEVERABILITY AND THE REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE

* * * * *

WHEREAS, May 10, 2014, is the date provided for in the Texas Election Code for a regular election in the City of Tomball; and

WHEREAS, Section 3.02 of the Home-Rule Charter of the City of Tomball provides for amending the Charter and having the amendments submitted to the voters in accordance with Section 9.001 and 9.004 of the Local Government Code;

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

Section 1.0: That a special election shall be held in the CITY OF TOMBALL, TEXAS, on the 10th of May, 2014, at which election proposed amendments to the City of Tomball Home Rule Charter shall be voted upon by the resident qualified voters of the said CITY OF TOMBALL.

Section 2.0: That said election shall be held in the City Hall Building within the said City, and the entire City of Tomball shall constitute one election precinct. The following named persons are hereby appointed Election Officers to conduct said election, to-wit:

PRESIDING JUDGE:	<u>Mary Coats</u>
ALTERNATE JUDGE:	<u>Patsy Kinsey</u>

Section 3.0: That said election shall be held in accordance with the provisions of the Constitution and the Laws of the State of Texas, and only duly qualified resident electors of the City of Tomball shall be qualified to vote.

Section 4.0: Notice of said election shall be given as provided by the Texas Election Law and the Local Government Code.

Section 5.0: The City Secretary is hereby authorized and instructed to give Notice of said election as required by law.

THERE SHALL BE PLACED ON THE OFFICIAL BALLOT THE FOLLOWING PROPOSED AMENDMENTS TO THE CITY CHARTER FOR THE CITY OF TOMBALL, TEXAS, AND THE BALLOT SHALL PROVIDE THAT THE VOTER SHALL APPROVE OR DISAPPROVE THE AMENDMENTS WHICH ARE STATED INDIVIDUALLY AS FOLLOWS:

AMENDMENT NO. 1

“SECTION 1.05 - CONTINUATION OF BUDGET

DELETE ENTIRE “SECTION 1.05 - CONTINUATION OF BUDGET

The budget adopted for the City for fiscal year October 1, 1986, to September 30, 1987 shall be and become the budget for the current year.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 2

A CHARTER AMENDMENT ELIMINATING AN OBSOLETE REQUIREMENT:

DELETE ENTIRE “SECTION 1.06 - INTERIM MUNICIPAL GOVERNMENT

Upon adoption of this Charter, the persons then filling elective offices will continue to fill these offices to which they were elected. Thereafter, the City Council and Mayor shall be elected as provided in Article VI, Section 6.02. Persons, who on the date this Charter is adopted, who are filling appointive positions with the City which are retained under this Charter, may continue to fill these positions for the term for which they were appointed, unless removed by the Council or by other means provided for in this Charter. Persons who, on the effective date of this Charter, are filling elective offices, that by this Charter are made appointive offices, shall continue to serve in those offices for the terms to which they were elected.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 3

A CHARTER AMENDMENT ELIMINATING AN OBSOLETE REQUIREMENT:

DELETE ENTIRE "SECTION 1.07 - INTERIM ELECTION PROCEDURE

For an orderly transition to three-year (3-year) terms from two-year (2-year) terms, the following schedule will be implemented:

Persons presently in an elective term will continue in office. Immediately following the Charter Election, at the next regularly scheduled Council Meeting, the three (3) City Councilmen whose terms are expiring April 1987 will draw for Positions 1 and 5 for three-year (3-year) terms and Position 3 for a two-year (2-year) term, in a manner not inconsistent with State law. A separate drawing will be held the same date for Positions 2 and 4 by the incumbents with one (1) year remaining on their existing term. These positions will be for three-year (3-year) terms starting May 1988. If the Councilman chooses to run for re-election, he must run for the Position number that he drew.

In the first (1st) election, on the first (1st) Saturday of April 1987, after the adoption of this Charter, Councilmen shall be elected for Positions 1, 3 and 5 as outlined above.

In the second (2nd) election year, on the third (3rd) Saturday of May 1988, after adoption of this Charter, Councilmen shall be elected for Positions 2 and 4 for three-year (3-year) terms. The Mayor will be elected for a two-year (2-year) term.

In the third (3rd) election year, on the third (3rd) Saturday of May 1989, after adoption of this Charter, Position 3 will be elected for a three-year (3-year) term.

In the fourth (4th) election year, on the third (3rd) Saturday of May 1990, after adoption of this Charter, the Mayor will be elected for a two-year (2-year) term. Positions 1 and 5 will be elected for three-year (3-year) terms.

In the fifth (5th) election year, on the third (3rd) Saturday of May 1991, after adoption of this Charter, the Positions 2 and 4 will be elected for three-year (3-year) terms.

In the sixth (6th) election year, on the third (3rd) Saturday of May 1992, after adoption of this Charter, Position 3 and the Mayor will be elected for three-year (3-year) terms.

This will complete the schedule whereby two (2) of the six (6) members comprising the Office of Mayor and City Council will be up for election each year."

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 4

A CHARTER AMENDMENT ELIMINATING AN OBSOLETE REQUIREMENT:

DELETE ENTIRE “SECTION 1.09 - SUBMISSION OF THE CHARTER TO THE VOTERS

The Charter Commission in preparing this Charter concludes it is impracticable to segregate each subject so as to permit a vote of “yes” or “no” on the same, for the reason that the Charter is so constructed that in order to enable it to work and function it is necessary that it should be adopted in its entirety. For these reasons, the Charter Commission directs that the Charter be voted upon as a whole and that it shall be submitted to the qualified voters of the City at an election to be held on January 17, 1987. Not less than (30) days prior to that election, the Council shall cause the City Secretary to mail a copy of this Charter to each qualified voter of the City as appears from the latest certified list of registered voters. If a majority of the qualified voters voting in the election shall vote in favor of the adoption of this Charter, it shall become the Charter of the City and after the returns have been canvassed, the same shall be declared adopted and the City Secretary shall file an official copy of the Charter with the records of the City. The City Secretary shall furnish the Mayor a copy of said Charter which copy of the Charter so adopted, authenticated and certified by his signature and the seal of the City, shall be forwarded by the Mayor to the Secretary of the State of Texas and shall show approval of such Charter by the majority vote at that election.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 5

A CHARTER AMENDMENT AUTHORIZING THE COMPLETE EDITING OF THE CHARTER TO REFLECT THE RESULTS OF THE MAY 10, 2014 SPECIAL ELECTION:

“SECTION 1.10 - RENUMBERING OF CHARTER

Subsequent to the Charter amendment election of May 10, 2014, the Council shall by ordinance authorize the general editing of this Charter to renumber and rearrange as necessary all articles, sections, and subsections therein, or amendments thereto.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 6

A CHARTER AMENDMENT AMENDING CURRENT REQUIREMENTS TO COMPLY WITH FEDERAL AND STATE LAWS:

"SECTION 3.07 – PROVISIONS RELATING TO ASSIGNMENT, EXECUTION, AND GARNISHMENT

The property, real and personal, belonging to the City shall not be sold or appropriated under any writ of execution or cost bill; and no lien of any kind shall ever exist against any such property owned by the City except that the lien be created or authorized by this Charter or state law. The funds belonging to the city in the hands of any person, firm or corporation shall not be subject to garnishment, attachment or sequestration nor shall the City be subject to garnishment on account of any debt it may owe or funds or property it may have on hand or owing to any person. Neither the City nor any of its officers or agents shall be required to answer any writ or garnishment on any account whatever. The City shall not be obligated to recognize any assignment of wages or funds by its employees, agents or contractors, except as required by state or federal law."

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 7

A CHARTER AMENDMENT AMENDING CURRENT REQUIREMENTS TO COMPLY WITH FEDERAL AND STATE LAWS:

"SECTION 5.01 – ELECTIONS: REGULAR AND SPECIAL

- A. All City elections shall be conducted in accordance with the Texas Election Code.
- B. The regular City election shall be held annually on the second Saturday in May or such other date as required by the Texas Election Code. The Council shall be responsible for specifying the places for holding such elections.
- C. The Council may, by resolution or ordinance, order a special election for purposes consistent with this Charter and laws of the State of Texas. The Council will fix the time and places for such a special election and provide all means for holding same.

- D. Municipal elections shall be conducted by election officials appointed by the Council, or as otherwise prescribed by law. Sample ballots identical in format to those used in the specific election shall be posted in the voting place(s) for the purpose of voter orientation.
- E. All municipal elections shall be publicized in accordance with the Texas Election Code.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 8

A CHARTER AMENDMENT AMENDING CURRENT REQUIREMENTS TO COMPLY WITH FEDERAL AND STATE LAWS:

“SECTION 5.03 – FILING FOR OFFICE

Any qualified citizen as defined by Article 6.03 of this Charter may file for election to the Office of Mayor or Council Member. A signed application and prescribed oath shall be filed with the City Secretary in accordance with the Texas Election Code.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 9

A CHARTER AMENDMENT ELIMINATING OBSOLETE REQUIREMENTS:

"SECTION 5.06 - CONDUCTING ELECTIONS

All residents who have complied with voter registration requirements as provided by the State Election Code shall be eligible to vote in the City elections. Election officials will be appointed by the Council, consistent with State laws, and compensation shall be set by the Council. Early voting shall be governed by the State Election Code of the State of Texas.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 10

A CHARTER AMENDMENT ELIMINATING OBSOLETE REQUIREMENTS:

“SECTION 6.02 - NUMBER, SELECTION, AND TERM

The Legislative and governing body of the City shall consist of a Mayor and five (5) Councilmen and shall be known as the "City Council of the City of Tomball, Harris County, Texas."

- A. The Mayor shall be elected from the City at large. The Councilmen shall be elected from the City at large by positions known as Positions 1, 2, 3, 4, and 5.
- B. The Mayor shall be the presiding officer of the Council and shall be recognized as the head of the City Government for all ceremonial purposes and by the Governor for purposes of military law. The Mayor shall be allowed to vote only in case of a tie vote and shall not have the authority to veto any action of the Council.
- C. The Mayor and each Councilman shall hold office for a period of three (3) years or until his successor is elected and qualified. All elections shall be held in the manner provided for by this Charter and the election laws of the State of Texas.
- D. There shall be no limitation of elected terms for the Office of Mayor and Councilman.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 11

A CHARTER AMENDMENT AMENDING CURRENT REQUIREMENTS:

“SECTION 6.03 - QUALIFICATIONS

Each member of the Council shall be a resident citizen of the City, shall be a minimum of **eighteen (18)** years of age and a qualified voter of the State of Texas, shall have been a resident citizen of Tomball for a period of not less than one (1) year immediately preceding his election. An incumbent seeking re-election must file for the same position number. Any person presently holding an elective office shall resign that office upon election to another elective office of profit or trust. No employee of the City shall continue in such position after election to an elective office. A citizen cannot file for an elective office if the candidate has a felony conviction except as provided by the State Election Code. The Mayor or Councilman shall, if convicted of a felony while in office, immediately upon conviction thereof, forfeit said office. If the Mayor or any Councilman

fails to maintain the foregoing qualifications or shall be absent from two (2) regularly scheduled meetings within any six (6) month period without valid excuse, the Council must, at its next regular meeting, declare a vacancy as set forth in Section 6.09 of this Charter.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 12

A CHARTER AMENDMENT AMENDING CURRENT REQUIREMENTS TO COMPLY WITH STATE LAW:

“SECTION 6.09 - VACANCIES

When a vacancy occurs in the Council, the following provisions shall apply, to wit:

Any vacancy or vacancies occurring for which the unexpired term is twelve (12) months or less shall be filled by appointment of the Council. Any vacancy or vacancies for which the unexpired term is for more than twelve (12) months must be filled by a majority of voters voting in a special election called for such purpose in accordance with the Texas State Constitution.

It is further provided that in a special or regular election: The person(s) elected to fill a vacancy or vacancies shall serve only the unexpired term for that particular position.

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 13

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE REQUIREMENTS:

“SECTION 6.12 – MEETINGS OF COUNCIL

The Council shall schedule at least two (2) regular meetings each month and as many additional meetings as it deems necessary to transact the business of the City and its citizens. The Council shall fix the days and time of the regular meetings. All regular meetings of the Council shall be held at the City of Tomball City Hall, unless the Council votes to approve a location other than the City Hall in the event it is determined to be in the public interest. All meetings shall be open and accessible to the public; however, the Council may recess to an Executive Session only for the purposes provided by the Texas

Open Meetings Act. Final action thereon shall not be taken by the Council until the matter is placed on the agenda and a vote taken in an open meeting.

The City Secretary, upon written request of the Mayor or any three (3) Council members, shall call special meetings of the Council, notice of such special meetings shall be given to each member of the Council, which said notice shall state the date for such meeting and the subject to be considered at such meeting, and no other subject shall be thereby considered.

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 14

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE REQUIREMENTS:

“SECTION 6.14 – ORDINANCES

In addition to such acts of the Council as are required by statute or by this Charter to be by ordinance, every act of the Council establishing a fine or other penalty or providing for the expenditure of funds or for the contracting of indebtedness shall be by ordinance. The enacting clause of all ordinances shall be, “BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL:”

A. Procedure for Passage of Ordinances

Every ordinance shall be introduced in written or printed form and, upon passage, shall take effect at the time indicated therein; provided that any ordinance imposing a penalty, fine or forfeiture for a violation of its provisions shall become effective not less than fourteen (14) days from the date of its passage. The City Secretary shall give notice of every ordinance under consideration, by causing the caption or summary, including the penalty, fine, or forfeiture for a violation of any such ordinance to be published in the official newspaper for the City after the first reading and at least once within fourteen (14) days after the passage of said ordinance. He shall note on every ordinance, the caption of which is hereby required to be published, and on the record thereof, the fact that same has been published as required by the Charter, and the date of such publication, and promulgation of such ordinance; provided, that the provisions of this section shall not apply to the correction, revision and modification of the ordinances of the City for publication in book or pamphlet form. It shall be necessary to the validity of any ordinance that it shall be read two (2) times and considered at two (2) sessions of the Council unless addressed otherwise by this Charter. At the first (1st) reading, said ordinance shall be read in its entirety unless a motion is made and passed suspending the requirement of the reading of the ordinance, in which case such ordinance shall be read by caption only, followed by an explanation of the ordinance. The one (1) remaining

presentation of said ordinance may be by caption only. Copies of said ordinances shall be made available at the City Hall upon request. Every ordinance shall be authenticated by the signature of the Mayor and City Secretary and shall be systematically recorded in an ordinance book in a manner approved by the Council. It shall only be necessary to record the caption or title of ordinances in the minutes or journal of Council meetings. The Council shall have power to cause the ordinances of the City to be corrected, revised, codified and printed in code form as often as the Council deems advisable, and such printed code, when adopted by the Council, shall be in full force and effect without the necessity of publishing the same or any part thereof in a newspaper. However, if the ordinance is amended, it then must be published one time, by caption only, in the official City newspaper. Such printed code shall be admitted in evidence in all courts and places without further proof.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 15

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE REQUIREMENTS AND PROVIDE FOR PERIODIC REVIEW OF THE CHARTER:

“SECTION 7.01 - CITY MANAGER

A. Appointment and Qualifications:

The Council shall appoint an administrative and executive officer of the City who shall be responsible to the Council for the administration of all the affairs of the City. He shall be chosen by the Council solely on the basis of his executive and administrative training, experience and ability. No member of the Council shall, during the time for which he is elected and for one year thereafter, be appointed City Manager.

B. Term and Salary:

- (1) The City Manager shall be appointed for a term not to exceed two years by a majority vote appointment shall be secured through an explicit Contractual agreement which shall protect the rights of both the Council and the City Manager.
- (2) The City Manager shall receive compensation as may be fixed by the Council.

C. Duties of the City Manager. The City Manager shall:

- (1) Be responsible to the Council for the efficient and economical administration of the City government. He shall have the authority, with the approval of the Council, to appoint and remove all department heads. He shall have the authority to appoint and remove all other employees in the administrative service of the City. He may authorize the head of a department to appoint and remove subordinates in his respective department. Except for the purpose of inquiry, the Council and its members shall deal with the administrative service solely through the City Manager.
- (2) Prepare the budget annually and submit it to the Council and be responsible for its administration after adoption.
- (3) Prepare and submit to the Council, as of the end of the fiscal year, a complete report on the finances and administrative activities of the City for the preceding year.
- (4) Keep the Council advised of the financial condition and future needs of the City and make such recommendations as may seem desirable.
- (5) Perform such duties as may be prescribed by this Charter or may be required of him by the Council, not inconsistent with this Charter.
- (6) Prepare a written report to the Council, first in 2019, and thereafter at intervals not exceeding five years, as to the need for revision of the city Charter, with special attention given to conflicts, if any, between the Charter and state law and recommending such amendments to the Charter as may seem necessary for legal, administrative, or other reasons.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 16

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE REQUIREMENTS:

“SECTION 7.03 – POLICE DEPARTMENT

A Police Department is established to preserve order, to strive to secure the safety of residents, to prevent violence and to protect life and property from injury and loss within the limits and allowable jurisdiction of the City.

A. Chief of Police

The Chief of Police is the senior officer of the Police Department. He is appointed by the City Manager, with the approval of the Council, for an indefinite term. With the approval of the City Manager, he appoints and removes the employees of the Police Department. He is responsible to the City Manager for the administration of the Police Department and the performance of Council-established duties and directives.

B. Reserve Police

The Chief of Police may appoint or remove "Reserve Police Officers" in accordance with guidelines established by the Council. No other persons, except as otherwise provided by the laws of the State of Texas, shall act as "special police" within the City."

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 17

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE LANGUAGE AND REQUIREMENTS:

"SECTION 7.04 – CITY SECRETARY

There shall be a City Secretary for the City. The City Manager, with the approval of the Council, shall appoint a City Secretary and such assistants as the Council shall deem advisable. The City Secretary, or an Assistant City Secretary, shall give notice of Council meetings, shall keep the minutes of proceedings of such meetings, and shall authenticate by his signature and record in full in a book kept and indexed for the purpose, all ordinances and resolutions, and shall perform such other duties assigned by the City Manager and those elsewhere provided in this Charter and the laws of the State of Texas."

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 18

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE LANGUAGE AND REQUIREMENTS:

“SECTION 7.05 – FINANCE DIRECTOR

There shall be a Finance Director for the City. The City Manager, with the approval of the Council, shall appoint a Finance Director and such assistants as the Council shall deem advisable. The Finance Director shall perform the duties delegated to him by the City Manager and those which may be imposed upon him by the laws of the State of Texas.

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 19

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE REQUIREMENT:

DELETE ENTIRE “SECTION 7.06 – DEPARTMENT OF TAXATION

There shall be established and maintained a Department of Taxation to collect taxes for the City. The City Manager shall appoint an Assessor/Collector to administer said department.

The Assessor/Collector shall perform all duties assigned by the City Manager. He shall, at the end of every business day, pay to the City Treasurer all monies collected. At the end of every month, he shall submit a written report to the City Manager of all monies so collected and paid. The duties of City Secretary, City Treasurer and City Tax Assessor/Collector may be performed by the same individual.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 20

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE REQUIREMENTS:

“SECTION 7.07 – CITY FIRE DEPARTMENT

The Fire Department is established for general protection from fire for the residents of the City, for fire prevention education and enforcement, for salvage and rescue operations, and for other related activities as may be assigned by the Council. The department shall consist of full-time, part-time, volunteer members or any combination thereof. All such members shall function under the Standard Operating Guidelines of the Fire Department.

A. Fire Chief

The Fire Chief is the senior officer of the Fire Department. He is appointed by the City Manager, with the approval of the Council, for an indefinite term. With the approval of the City Manager, he appoints and removes employees of the Fire Department. His is responsible to the City Manager for the administration of the Fire Department and the performance of Council-established duties and directives.

B. Fire Marshal

A Fire Marshal shall be selected by the Fire Chief, with the approval of the City Manager and shall be responsible for enforcement of the City Fire Codes and other functions as may be assigned by the Fire Chief. He shall be a member of the command staff of the Fire Department, and he may be removed from office by the Fire Chief with the approval of the City Manager.

C. Mutual Aid Agreements with Other Fire Departments

Subject to approval by the Council, the Fire Department may enter into inter-local and mutual aid agreements with other fire departments in the area by which to provide and receive assistance in emergency situation.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 21

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE REQUIREMENTS:

“SECTION 7.09 – MUNICIPAL COURT

There shall be established and maintained a Court designated as a "Municipal Court" for the trial of misdemeanor offenses, with all such powers and duties as are now or hereafter may be prescribed by the laws of the State of Texas relative to Municipal or Recorder's Court.

- A. The Judge of said Court shall be appointed by the Council, and shall be a licensed attorney, and shall receive such salary as may be fixed by the Council. The Judge of said Court shall hold office at the pleasure of the Council.
- B. The Clerk of said Court and his deputies shall have the power to administer oaths and affidavits, make certificates, affix the seal of said Court thereto and generally do and perform any and all acts usual and necessary by the Clerk of Courts in issuing process of said courts and conducting the business thereof.
- C. The Council shall appoint other licensed attorneys to act as Temporary Judges of said Court in case of disability or absence of the Judge of the Municipal Court. The salary of Temporary Judges shall be fixed by the Council.
- D. A City Judge shall hold no other City office or City employment during the term for which he is appointed by the Council. Should a person serving as City Judge become a candidate in a City election, he shall resign his position as City Judge upon election to a City Office.
- E. The Mayor shall serve as Judge of the Municipal Court in the absence of the City Judge or his alternates.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 22

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE REQUIREMENTS:

“SECTION 7.10 – HEALTH DEPARTMENT

To assure a high quality of health and sanitation standards for the City, the City shall utilize and adhere to all rules and regulations regarding health and sanitation standards

outlined, required, and governed by the Harris County Department of Health and the State Health Department.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 23

A CHARTER AMENDMENT TO CREATE A DEPARTMENT OF COMMUNITY DEVELOPMENT:

“SECTION 7.12 – DEPARTMENT OF COMMUNITY DEVELOPMENT

There shall be a Director of Community Development for the City. The City Manager, with the approval of the Council, shall appoint a Director of Community Development and such assistants as the Council shall deem advisable. The Director of Community Development shall oversee the city’s development processes, including planning and zoning, engineering, code enforcement, and inspections, and shall perform such other duties assigned by the City Manager and those elsewhere provided in this Charter and the laws of the State of Texas.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 24

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE REQUIREMENTS:

**DELETE ENTIRE “SECTION 7.13 – DEPARTMENT OF PARKS,
RECREATION AND BEAUTIFICATION**

The Council shall appoint an Advisory Board for Park, Recreation and Beautification. The Advisory Board shall study the recreation, park facilities, and beautification programs of the City and shall confer with the City Manager and advise him with respect to the development and use of the City's parks, the recreation programs and City's beautification program. The Advisory Board shall recommend to the Council rules for the use of parks, public grounds, and recreation facilities consistent with the ordinances of the City and the statutes of the State of Texas and appropriate programs for the beautification of the City.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 25

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE REQUIREMENTS:

“SECTION 8.02 – BUDGET AS PUBLIC RECORD

The budget and all supporting schedules shall be filed with the person performing the duties of City Secretary and shall be submitted to the Council. Copies of the budget and the capital program, as adopted, shall be public records and shall be made available to the public at suitable places in the City to include the City Hall, and at two other public locations within the corporate limits of the City.

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 26

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE REQUIREMENTS:

**“SECTION 8.11 – EFFECTIVE DATE OF BUDGET; CERTIFICATION;
COPIES MADE AVAILABLE**

Upon final adoption, the budget shall be in effect for the fiscal year. A copy of the budget as finally adopted, shall be filed with the person performing the duties of City Secretary and the County Clerk of Harris County. Copies of the final budget shall be posted for the public at the office of the City Secretary and at two other public locations within the corporate limits of the City. Copies of the budget may be obtained by the public at the City Hall.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 27

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE REQUIREMENTS AND LANGUAGE:

“SECTION 8.17 – DISBURSEMENT OF FUNDS

All checks, vouchers or warrants for the withdrawal of money from the City Depository shall be signed by the City Manager and countersigned by the City Secretary or the Finance Director. In the absence of the City Manager, the Mayor, or the Mayor Pro-Tem in the absence of the Mayor, may sign.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 28

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE REQUIREMENTS:

“SECTION 8.20 – TAXES, WHEN DUE AND PAYABLE

All taxes due the City shall be payable on receipt of the tax bill and shall be considered delinquent if not paid before February 1 of the year following the year in which imposed. The postponement of any delinquency date and the amount of penalty, interest and costs to be imposed on delinquent taxes shall be in accordance with applicable ordinances of the City and the Property Tax Code of the State of Texas.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 29

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE REQUIREMENTS:

“SECTION 8.21 – TAX LIENS

- A. A special lien in favor of the City is hereby created on all real, personal and mixed property in the City for all unpaid taxes. The priority of said lien shall be determined in accordance with state law.
- B. All seizure and foreclosure proceedings shall be administered in accordance with State property tax codes.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 30

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE LANGUAGE AND REFLECT CURRENT PRACTICE:

“SECTION 8.24 – INDEPENDENT AUDIT

Prior to the end of each fiscal year, the Council shall designate a certified public accountant, who is licensed by the State of Texas, to make an independent audit of accounts and other evidences of financial transactions of the City government and submit a report to the Council within one hundred eighty (180) days from the closing date of the City's fiscal year. Notice shall be given by publication in the official newspaper of the City that the annual audit is on file at the City Hall for inspection.

Such accountant shall have no personal interest, direct or indirect, in the fiscal affairs of the City government. The accountant shall not maintain any accounts or records of the City business, but, within specifications approved by the Council, shall post audit the books and documents kept by the Finance Director and any separate or subordinate accounts kept by any other office, department or agency of the City.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 31

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE LANGUAGE, COMPLY WITH STATE AND FEDERAL LAW, AND REFLECT CURRENT PRACTICE:

“SECTION 9.01 – POWER TO GRANT FRANCHISE

Council shall have power by ordinance to grant, amend, renew and extend all franchises of all public utilities of every type operating with the City. All such ordinances granting, amending, renewing, or extending franchises for public utilities shall be governed by the procedures established in Section 6.14. No public utility franchise shall be granted for a term of more than twenty (20) years, nor be transferable except with the approval of the Council expressed by ordinance.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 32

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE LANGUAGE, COMPLY WITH STATE AND FEDERAL LAW, AND REFLECT CURRENT PRACTICE:

“SECTION 9.08 – REGULATION OF RATES AND UTILITIES

The Council shall have full power, after notice and hearing, to regulate by ordinance, subject to Federal and State laws, the rates of every public utility operating in the City provided that no such ordinance shall be passed as an emergency measure. The City shall have power to employ, at the expense of the Grantee, expert assistance and advice in determining a reasonable rate and equitable profit to the Grantee. This Charter does not revoke any existing City Ordinance that has waived the right of rate regulation by the City to the Public Utility Commission of the State of Texas.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 33

A CHARTER AMENDMENT TO ELIMINATE OBSOLETE REQUIREMENTS:

“SECTION 10.01 – PLANNING AND ZONING COMMISSION

The Council shall appoint a City Planning and Zoning Commission, consisting of five (5) members, who shall be residents of the City but who shall not be employees of the City.

A. Term of Office

The members of the Commission shall be appointed for three (3) year, staggered terms.

B. Rules of Procedure

The Commission shall annually elect one (1) of its number Chairman and shall establish its own rules of procedure which shall include the following: A quorum shall consist of a majority of the members of the Commission and an affirmative vote of a majority of those present shall be necessary to pass upon pending

questions. All meetings shall be open to the public and a record of all proceedings shall be maintained by the person performing the duties of the City Secretary and shall be a public record.

C. Vacancies

Members of the Commission shall actively participate in the activities of the Commission, and any member who is absent from three (3) consecutive meetings of the Commission without valid excuse as determined by the Commission, shall automatically be dismissed from membership. The Commission shall at once notify the Council that a vacancy in the Commission exists.

Vacancies occurring in the Commission, for whatever reason, shall be filled within thirty (30) days by appointment by the Council for the remainder of the unexpired term.

D. Powers and Duties

The Commission shall have the power and shall be required to:

- (1) Recommend to the Council amendments, extensions and additions to the Master Plan for the physical development of the City.
- (2) Recommend to the Council the approval or the disapproval of plats of proposed subdivisions submitted in accordance with City ordinance as adopted or hereafter amended.
- (3) Recommend to the Council plans for the clearance and rebuilding of slum districts and blighted areas which may develop within the City.
- (4) Recommend to the Council the amendment, extension and revision of the Building Code, which code shall include the minimum standards of construction for building, the minimum standards for plumbing and the minimum standards for electrical and mechanical equipment.
- (5) Submit annually to the City Manager, not less than ninety (90) days prior to the beginning of the budget year, a list of recommendations for capital improvements which, in the opinion of the Commission, are necessary or desirable to be constructed during the forthcoming five (5) years. Such list shall be arranged in order of preference, with recommendations as to which projects shall be constructed in which year.
- (6) Meet no less than once each quarter, meetings to be held at the City Hall unless prior notice of change of meeting place be given by publication in a newspaper in general circulation in the City.
- (7) Operate under the guidelines of the powers granted by the Civil Statutes of the State of Texas.

E. Liaison with City Council

The City Manager or his representative shall attend the meetings of the Commission and shall serve as liaison between the Commission and the Council.”

___ APPROVE

___ DISAPPROVE

AMENDMENT NO. 34

A CHARTER AMENDMENT TO COMPLY WITH STATE AND FEDERAL LAW:

“SECTION 11.08 – ELECTION TO BE CALLED

If the officer whose removal is sought does not resign, then it shall become the duty of the Council to order an election and fix a date for holding such recall election, in accordance with State law.

___ APPROVE

___ DISAPPROVE

Section 6.0. Publication; Effective Date; Open Meetings.

The City Secretary of the City of Tomball, Texas, is hereby directed to publish this Ordinance in the official newspaper of the City of Tomball, Texas, in compliance with the provisions of Section 6.14(a) of the City Charter, which publication shall be sufficient if it contains the caption of this Ordinance. This Ordinance shall be effective after the publication requirement of the City Charter is satisfied.

It is hereby found and determined that the meetings at which this Ordinance was considered were open to the public, as required by Local Government Code 551, and that advance public notice of time, place, and purpose of said meeting was given.

Section 7.0 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.

Section 8.0 Rights and Remedies; Repeal

All rights and remedies which have accrued in favor of the City shall be and are preserved for the benefit of the City. All ordinances in force when this Ordinance becomes effective and which ordinances are inconsistent or in conflict with this Ordinance are hereby repealed, insofar as said ordinances are inconsistent or in conflict with this Ordinance.

Section 9.0 The voting at such election shall be by paper ballot. Such paper ballot shall have printed upon it the propositions hereinabove stated, and the ballot shall be prepared so that a voter may approve or disapprove each such proposition.

Section 10.0 This ordinance shall constitute the election order for such charter amendment election, and it shall also constitute the notice of such election. The City Secretary is hereby authorized and directed to cause notice of said election to be given in accordance with the terms and provisions of the Election Code, as amended, and Section 9.004 of the Texas Local Government Code, as amended.

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 20TH DAY OF JANUARY 2014.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN DODSON	<u>AYE</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 3RD DAY OF FEBRUARY 2014

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

GRETCHEN FAGAN, MAYOR

ATTEST:

DORIS SPEER, City Secretary

ORDENANZA NRO. 2014-01R

ORDENANZA DE LA CIUDAD DE TOMBALL, TEXAS, QUE ORDENA UNA ELECCIÓN ESPECIAL A CELEBRARSE EN LA CIUDAD DE TOMBALL EL 10 DE MAYO DE 2014 CON EL FIN DE PRESENTARLES A LOS VOTANTES CALIFICADOS DE TOMBALL, TEXAS, CIERTAS ENMIENDAS PROPUESTAS A LA CARTA ORGÁNICA EXISTENTE DE LA CIUDAD; DECLARA LAS ENMIENDAS PROPUESTAS A SOMETERSE A VOTACIÓN EN DICHA ELECCIÓN; LA DESIGNACIÓN DEL LUGAR DE VOTACIÓN Y LA DESIGNACIÓN DE LOS FUNCIONARIOS ELECTORALES DE DICHA ELECCIÓN; ESTIPULA LA FORMA DE LA BOLETA DE VOTACIÓN E INSTRUYE QUE SE INFORME LA ELECCIÓN; CONTIENE OTRAS DISPOSICIONES PARA EL CÓDIGO ELECTORAL DEL ESTADO; INSTRUYE LA PUBLICACIÓN DEL ENCABEZAMIENTO DE ESTA ORDENANZA; DECLARA QUE LAS ASAMBLEAS EN LAS CUALES SE CONSIDERA ESTA ORDENANZA ESTÁN ABIERTAS AL PÚBLICO COMO LO EXIGE LA LEY; DISPONE LA DIVISIBILIDAD Y LA REVOCACIÓN DE ORDENANZAS EN CONFLICTO; Y PROVEE UNA FECHA DE EFECTIVIDAD

* * * * *

EN VISTA DE QUE el 10 de mayo de 2014 es la fecha dispuesta en el Código Electoral de Texas para una elección regular en la Ciudad de Tomball; y

EN VISTA DE QUE la Sección 3.02 de la Carta Orgánica de Gobierno Local de la Ciudad de Tomball prevé la modificación de la Carta Orgánica y la presentación de las enmiendas a los votantes de acuerdo a la Sección 9.001 y 9.004 del Código de Gobierno Local;

AHORA, POR LO TANTO, EL CONSEJO MUNICIPAL DE LA CIUDAD DE TOMBALL, TEXAS, ORDENA lo siguiente:

Sección 1.0: Que se realice una elección especial en la CIUDAD DE TOMBALL, TEXAS, el día 10 de mayo de 2014, en la cual los electores calificados y residentes votarán enmiendas propuestas a la Carta Orgánica de Gobierno Local de la Ciudad de Tomball para la mencionada CIUDAD DE TOMBALL.

Sección 2.0: Que la mencionada elección se realizará en el edificio del City Hall dentro de dicha Ciudad, y toda la Ciudad de Tomball constituirá un solo precinto electoral. Por la presente las siguientes personas nombradas se designan Funcionarios Electorales para llevar a cabo la mencionada elección, a saber:

JUEZ PRESIDENTE:	<u>Mary Coats</u>
JUEZ ALTERNO:	<u>Patsy Kinsey</u>

Sección 3.0: Que dicha elección se celebrará en conformidad con las disposiciones de la Constitución y las Leyes del Estado de Texas, y solo los electores residentes debidamente calificados de la Ciudad de Tomball cumplirán con los requisitos para votar.

Sección 4.0: Se dará aviso de dicha elección según lo dispuesto en la Ley Electoral de Texas y el Código de Gobierno Local.

Sección 5.0: Por la presente se autoriza e instruye a la Secretaria de la Ciudad a dar Aviso de dicha elección según lo requiere la ley.

EN LA BOLETA OFICIAL DE VOTACIÓN SE COLOCARÁN LAS SIGUIENTES ENMIENDAS PROPUESTAS A LA CARTA ORGÁNICA DE LA CIUDAD PARA LA CIUDAD DE TOMBALL, TEXAS, Y LA BOLETA DE VOTACIÓN PERMITIRÁ QUE EL VOTANTE APRUEBE O DESAPRUEBE LAS ENMIENDAS QUE SE EXPRESAN INDIVIDUALMENTE DEL SIGUIENTE MODO:

ENMIENDAS PROPUESTAS:

ENMIENDA NRO. 1

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR UN REQUISITO OBSOLETO:

BORRAR TODA LA “SECCIÓN 1.05 - CONTINUACIÓN DEL PRESUPUESTO

El presupuesto adoptado por la Ciudad para el año fiscal del 1 de octubre de 1986 al 30 de septiembre de 1987 será el presupuesto para el año en curso”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 2

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR UN REQUISITO OBSOLETO:

BORRAR TODA LA “SECCIÓN 1.06 - GOBIERNO MUNICIPAL PROVISORIO

Tras la adopción de esta Carta Orgánica, las personas que en ese momento ocupan cargos electivos seguirán ocupando estos cargos para los que fueron electos. A partir de entonces, el Consejo Municipal y el Alcalde serán electos según lo dispuesto en el Artículo VI, Sección 6.02.

Las personas, que en la fecha de adopción de esta Carta Orgánica, que ocupan las posiciones por designación en la Ciudad que se retienen según esta Carta Orgánica, pueden seguir ocupando dichas posiciones por el mandato por el cual fueron designados, a menos que el Consejo Municipal u otros medios dispuestos en esta Carta Orgánica los destituyan. Las personas que, en la fecha de entrada en vigencia de esta Carta Orgánica, ocupan cargos electivos, que se convierten por esta Carta Orgánica en cargos por designación, seguirán ocupando dichos cargos por los periodos para los cuales fueron electas”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO.3

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR UN REQUISITO OBSOLETO:

BORRAR TODA LA “SECCIÓN 1.07 - PROCEDIMIENTO DE ELECCIÓN PROVISORIA

Para lograr una transición ordenada a los mandatos de tres años (3 años) de los mandatos de dos años (2 años), se implementará el siguiente cronograma:

Las personas actualmente en un mandato electivo seguirán en sus cargos. Inmediatamente después de la Elección de la Carta Orgánica, en la siguiente Asamblea del Consejo programada regularmente, los tres (3) Concejales de la Ciudad cuyos mandatos terminan en abril de 1987 serán sorteados para las Posiciones 1 y 5 para mandatos de tres años (3 años) y la Posición 3 para un mandato de dos años (2 años), de una manera que no sea incompatible con las leyes del Estado. Se realizará un sorteo aparte en la misma fecha para las Posiciones 2 y 4 para los titulares de los cargos con un (1) año restante en su mandato existente. Estas posiciones serán mandatos de tres (3) años a partir de mayo de 1988. Si el Concejal opta por postularse para reelección, debe ser candidato para el número de Posición que le fue sorteado.

En la primera (1.ra) elección, el primer (1.er) sábado de abril de 1987, después de la adopción de esta Carta Orgánica, se elegirán Concejales para las Posiciones 1, 3 y 5 según lo descrito arriba.

En el segundo (2.do) año electoral, el tercer (3.er) sábado de mayo de 1988, después de la adopción de esta Carta Orgánica, se elegirán Concejales para las Posiciones 2 y 4 para los mandatos de tres años (3 años). El Alcalde será electo para un mandato de dos años (2 años).

En el tercer (3.er) año electoral, el tercer (3.er) sábado de mayo de 1989, después de la adopción de esta Carta Orgánica, se elegirá la Posición 3 para un mandato de tres años (3 años).

En el cuarto (4.to) año electoral, el tercer (3.er) sábado de mayo de 1990, después de la adopción de esta Carta Orgánica, se elegirá al Alcalde para un mandato de dos años (2 años). Las Posiciones 1 y 5 serán electas para mandatos de tres años (3 años).

En el quinto (5.to) año electoral, el tercer (3.er) sábado de mayo de 1991, después de la adopción de esta Carta Orgánica, se elegirán las Posiciones 2 y 4 para mandatos de tres años (3 años).

En el sexto (6.to) año electoral, el tercer (3.er) sábado de mayo de 1992, después de la adopción de esta Carta Orgánica, se elegirán la Posición 3 y el Alcalde para mandatos de tres años (3 años).

Esto completará el cronograma mediante el cual dos (2) de los seis (6) miembros que conforman la Oficina del Alcalde y Consejo Municipal se someterán a elección cada año”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 4

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR UN REQUISITO OBSOLETO:

BORRAR TODA LA “SECCIÓN 1.09 - PRESENTACIÓN DE LA CARTA ORGÁNICA A LOS VOTANTES

La Comisión de la Carta Orgánica en la preparación de esta Carta Orgánica llega a la conclusión de que es impracticable separar cada tema para permitir un voto por “sí” o “no” sobre el mismo, porque la Carta Orgánica fue construida de forma tal que para que pueda servir y funcionar se debe adoptar en su totalidad. Por estos motivos, la Comisión de la Carta Orgánica instruye que se vote por la Carta Orgánica en su totalidad y que será presentada a los votantes calificados de la Ciudad en una elección que se realizará el 17 de enero de 1987. No menos de treinta (30) días antes de esa elección, el Consejo hará que el Secretario de la Ciudad envíe por correo una copia de esta Carta Orgánica a cada uno de los votantes calificados de la Ciudad como aparece en la lista certificada de votantes registrados más reciente. Si una mayoría de los votantes calificados que vota en la elección votara a favor de la adopción de esta Carta Orgánica, se convertirá en la Carta Orgánica de la Ciudad y después del escrutinio de los resultados, se declarará la adopción de la misma y el Secretario de la Ciudad entregará una copia oficial de la Carta Orgánica para ser archivada con los registros de la Ciudad. El Secretario de la Ciudad entregará al Alcalde una copia de dicha Carta Orgánica, la cual adoptada, autenticada y certificada por su firma y el sello de la Ciudad, será enviada por el Alcalde al Secretario del Estado de Texas y mostrará la aprobación de dicha Carta Orgánica por el voto mayoritario en esa elección”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 5

UNA ENMIENDA A LA CARTA ORGÁNICA QUE AUTORIZA LA EDICIÓN COMPLETA DE LA CARTA ORGÁNICA PARA REFLEJAR LOS RESULTADOS DE LA ELECCIÓN ESPECIAL DEL 10 DE MAYO DE 2014:

“SECCIÓN 1.10- NUEVA NUMERACIÓN DE LA CARTA ORGÁNICA

Subsiguiente a la elección de enmienda de la Carta Orgánica del 10 de mayo de 2014, el Consejo autorizará por ordenanza la edición general de esta Carta Orgánica para colocar una nueva numeración y organización según sea necesaria de todos los artículos, las secciones y subsecciones de estos, o enmiendas a los mismos”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 6

UNA ENMIENDA A LA CARTA ORGÁNICA QUE MODIFICA LOS REQUISITOS ACTUALES PARA CUMPLIR CON LAS LEYES FEDERALES Y ESTATALES:

“SECCIÓN 3.07- DISPOSICIONES RELATIVAS A CESIÓN, EJECUCIÓN Y EMBARGO

Los bienes, muebles e inmuebles, que pertenecen a la Ciudad no serán vendidos o incautados mediante ninguna orden de ejecución o pliego de costas; y ningún gravamen de ningún tipo existirá nunca sobre ninguno de dichos bienes pertenecientes a la Ciudad salvo que el gravamen sea creado o autorizado por esta Carta Orgánica o las leyes estatales. Los fondos que pertenecen a la ciudad en manos de cualquier persona, firma o corporación no serán sujetos a embargo, retención o confiscación ni la Ciudad será sujeta a embargo debido a alguna deuda que podría deber o fondos o bienes de los que podría disponer o deberle a cualquier persona. Ni la Ciudad ni ninguno de sus funcionarios o agentes tendrá obligación de responder a ninguna orden judicial o embargo bajo ningún concepto. La Ciudad no estará obligada a reconocer ninguna cesión de salarios o fondos por parte de sus empleados, agentes o contratistas, salvo los requisitos de las leyes estatales o federales”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 7

UNA ENMIENDA A LA CARTA ORGÁNICA QUE MODIFICA LOS REQUISITOS ACTUALES PARA CUMPLIR CON LAS LEYES FEDERALES Y ESTATALES:

“SECCIÓN 5.01- ELECCIONES: REGULARES Y ESPECIALES

A. Todas las elecciones de la Ciudad se llevarán a cabo en conformidad con el Código Electoral de Texas.

B. La elección regular de la Ciudad se realizará anualmente el segundo sábado de mayo o en cualquier otra fecha que requerida por el Código Electoral de Texas. El Consejo será el responsable de especificar los lugares para la celebración de dichas elecciones.

C. El Consejo podrá, por resolución u ordenanza, ordenar una elección especial por motivos compatibles con esta Carta Orgánica y las leyes del Estado de Texas. El Consejo fijará el horario y los lugares para dicha elección especial y proveerá todos los medios para la celebración de la misma.

D. Las elecciones municipales estarán a cargo de funcionarios electorales designados por el Consejo, o según lo disponga la ley de otro modo. Se colocarán boletas de votación de muestra con formato idéntico al usado en la elección específica en el o los lugares de votación para proveer orientación a los votantes.

E. Las elecciones municipales se anunciarán de acuerdo con el Código Electoral de Texas”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 8

UNA ENMIENDA A LA CARTA ORGÁNICA QUE MODIFICA LOS REQUISITOS ACTUALES PARA CUMPLIR CON LAS LEYES FEDERALES Y ESTATALES:

“SECCIÓN 5.03 -POSTULARSE A UN CARGO

Cualquier ciudadano calificado según la definición del Artículo 6.03 de esta Carta Orgánica puede postularse para ser electo para el cargo de Alcalde o Concejal. Se debe presentar al Secretario de la Ciudad una solicitud firmada y un juramento prescrito en conformidad con el Código Electoral de Texas”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 9

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR REQUISITOS OBSOLETOS:

“SECCIÓN 5.06 - CELEBRACIÓN DE ELECCIONES

Todos los residentes que hayan cumplido con los requisitos de registro de votante según lo dispuesto en el Código Electoral del Estado serán elegibles para votar en las elecciones de la Ciudad. El Consejo designará a los funcionarios electorales de acuerdo a las leyes del Estado, y el Consejo fijará una remuneración. La votación anticipada se registrará por el Código Electoral del Estado del Estado de Texas”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 10

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR REQUISITOS OBSOLETOS:

“SECCIÓN 6.02 -NÚMERO, SELECCIÓN Y MANDATOS

El órgano legislativo y de gobierno de la Ciudad estará formado por un Alcalde y cinco (5) Concejales y será conocido como el “Consejo Municipal de la Ciudad de Tomball, Condado de Harris, Texas”.

A. La Ciudad en general elegirá al Alcalde. La Ciudad en general elegirá los Concejales para las posiciones conocidas como Posiciones 1, 2, 3, 4 y 5.

B. El Alcalde será el funcionario que presidirá el Consejo y será reconocido como el jefe del Gobierno de la Ciudad a todos los fines ceremoniales y por el Gobernador para fines de ley militar. El Alcalde podrá votar únicamente en caso de empate en una votación y no tendrá la facultad para vetar ninguna acción del Consejo.

C. El Alcalde y cada Concejal ocupará su cargo por un periodo de tres (3) años o hasta que su sucesor sea electo y cumpla con los requisitos. Todas las elecciones se llevarán a cabo en la manera dispuesta por esta Carta Orgánica y las leyes electorales del Estado de Texas.

D. No habrá ninguna limitación a los mandatos electos para el cargo de Alcalde y Concejal”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 11

UNA ENMIENDA A LA CARTA ORGÁNICA QUE MODIFICA REQUISITOS ACTUALES:

“SECCIÓN 6.03- REQUISITOS

Cada miembro del Consejo será un ciudadano residente de la Ciudad, tendrá un mínimo de dieciocho (18) años de edad y será un votante calificado del Estado de Texas, habrá sido un ciudadano residente de Tomball por un periodo no menor a un (1) año inmediatamente anterior a su elección. El titular de un cargo que busque la reelección debe postularse para el mismo número de posición. Cualquier persona que en la actualidad ocupe un cargo electivo renunciará a ese cargo en el momento de ser electo para otro cargo electivo de confianza o con remuneración.

Ningún empleado de la Ciudad continuará ocupando dicha posición después de ser electo para un cargo electivo. Un ciudadano no puede postularse para un cargo electivo si el candidato tiene una condena por un delito mayor salvo lo dispuesto por el Código Electoral del Estado. El Alcalde o Concejal, de ser condenado por un delito mayor durante el desempeño de su función, en el momento de la condena por el mismo, deberá renunciar a dicho cargo. Si el Alcalde o cualquier Concejal no mantiene los requisitos anteriores o llegara a ausentarse de dos (2) asambleas regulares programadas dentro de cualquier periodo de seis (6) meses sin un justificativo válido, el Consejo debe, en su siguiente asamblea regular, declarar una vacante según lo estipula la Sección 6.09 de esta Carta Orgánica”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 12

UNA ENMIENDA A LA CARTA ORGÁNICA QUE MODIFICA LOS REQUISITOS ACTUALES PARA CUMPLIR CON LA LEY ESTATAL:

“SECCIÓN 6.09 - VACANTES

Cuando se produce una vacante en el Consejo, se aplicarán las siguientes disposiciones, a saber:

Cualquier vacante o vacantes que se produzca en un cargo con doce (12) meses o menos restantes de mandato será cubierta por designación del Consejo. Cualquier vacante o vacantes en un cargo con más de doce (12) meses restantes de mandato debe ser cubierta por una mayoría de los votantes que votan en una elección especial convocada para dicho fin de acuerdo a la Constitución del Estado de Texas.

Además se dispone que en una elección especial o regular: La o las personas electas para cubrir una vacante o vacantes fungirá únicamente durante el mandato sin finalizar de esa posición particular.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 13

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR REQUISITOS OBSOLETOS:

“SECCIÓN 6.12- ASAMBLEAS DEL CONSEJO

El Consejo programará al menos dos (2) asambleas regulares cada mes y tantas asambleas adicionales como considere necesarias para manejar los asuntos de la Ciudad y sus ciudadanos. El Consejo fijará los días y el horario de las asambleas regulares. Todas las asambleas regulares del Consejo se realizarán en el City Hall de la Ciudad de Tomball, a menos que el Consejo vote para aprobar un lugar distinto al City Hall en caso que se determine que es de interés público. Todas las asambleas serán abiertas y accesibles al público; sin embargo, el Consejo podrá recurrir a una Sesión Ejecutiva únicamente por los fines dispuestos en la Ley de Asambleas Públicas de Texas. El Consejo no tomará una medida final sobre los mismos hasta que el asunto se coloque en la agenda y se someta a votación en una asamblea abierta.

El Secretario de la Ciudad, por pedido escrito del Alcalde o cualesquiera tres (3) miembros del Consejo, convocará asambleas especiales del Consejo, de las cuales se dará aviso a cada miembro del Consejo, en el cual se indicará la fecha de dicha asamblea y el tema a considerar en dicha asamblea, y no se considerará ningún otro tema en la misma.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 14

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR REQUISITOS OBSOLETOS:

“SECCIÓN 6.14- ORDENANZAS

Además de ciertos actos del Consejo que por ley o por esta Carta Orgánica deben ser por ordenanza, todo acto del Consejo que establece una multa u otra sanción o dispone el gasto de fondos o la contratación de endeudamiento será por ordenanza. La fórmula de promulgación de todas las ordenanzas será: “EL CONSEJO MUNICIPAL DE LA CIUDAD DE TOMBALL ORDENA”:

A. Procedimiento de aprobación de ordenanzas

Se presentará cada ordenanza por escrito o en forma impresa y, después de su aprobación, entrará en vigencia en el momento indicado en la misma; siempre que cualquier ordenanza que impone una sanción, multa o decomiso por una violación de sus disposiciones entrará en vigencia no menos de catorce (14) días desde la fecha de su aprobación. El Secretario de la Ciudad informará todas las ordenanzas en consideración, mediante la publicación del encabezamiento o resumen, incluida la sanción, multa o decomiso por una violación de cualquier ordenanza de ese tipo en el periódico oficial de la Ciudad después de la primera lectura y al menos una vez dentro de los catorce (14) días posteriores a la aprobación de dicha ordenanza. Notará en cada ordenanza, cuyo encabezamiento por la presente se debe publicar, y en el registro de la misma, el hecho de que la misma ha sido publicada según el requisito de la Carta Orgánica, y la fecha de dicha publicación, y la promulgación de dicha ordenanza; siempre que las disposiciones de esta sección no se aplicarán a la corrección, revisión y modificación de las ordenanzas de la Ciudad para publicación en forma de libro o panfleto. Será necesario para la validez de cualquier ordenanza que se lea dos (2) veces y se considere en dos (2) sesiones del Consejo a menos que esta Carta Orgánica lo trate de otro modo. En la primera (1.ra) lectura, dicha ordenanza será leída en su totalidad a menos que se presente y se apruebe una moción que suspenda el requisito de la lectura de la ordenanza, en cuyo caso se leerá únicamente el encabezamiento de la ordenanza, seguido por una explicación de la ordenanza. La presentación restante (1) de dicha ordenanza podrá ser a través solo de su encabezamiento. Habrá disponibles por pedido copias de dichas ordenanzas en el City Hall. Cada ordenanza será autenticada por la firma del Alcalde y del Secretario de la Ciudad y será registrada sistemáticamente en un libro de ordenanzas en una manera aprobada por el Consejo. Será necesario registrar únicamente el encabezamiento o título de ordenanzas en las actas o el registro diario de las asambleas del Consejo. El Consejo tendrá la facultad de hacer que las ordenanzas de la Ciudad sean corregidas, revisadas, codificadas e impresas en forma de

código con la frecuencia que el Consejo considere recomendable, y dicho código impreso, cuando el Consejo lo adopta, tendrá plena vigencia sin la necesidad de publicar el mismo o cualquier parte del mismo en un periódico. Sin embargo, si se enmienda la ordenanza, entonces se debe publicar una vez, solo mediante su encabezamiento, en el periódico oficial de la Ciudad. Dicho código impreso deberá ser admitido como prueba en todos los tribunales y lugares sin necesidad de otras pruebas”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 15

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR REQUISITOS OBSOLETOS Y DISPONER LA REVISIÓN PERIÓDICA DE LA CARTA ORGÁNICA:

“SECCIÓN 7.01 - ADMINISTRADOR DE LA CIUDAD

A. Designación y requisitos:

El Consejo designará a un funcionario administrativo y ejecutivo de la Ciudad que será responsable ante el Consejo de la administración de todos los asuntos de la Ciudad. Será escogido exclusivamente por el Consejo en base a su formación ejecutiva y administrativa, experiencia y capacidad. Ningún miembro del Consejo será, durante el plazo de su mandato y por un año posterior al mismo, designado Administrador de la Ciudad.

B. Mandato y Salario:

(1) El Administrador de la Ciudad será designado por un mandato que no supere los dos años por un voto mayoritario garantizado por un acuerdo contractual explícito que protegerá los derechos tanto del Consejo como del Administrador de la Ciudad.

(2) El Administrador de la Ciudad recibirá una remuneración que fijará el Consejo.

C. Obligaciones del Administrador de la Ciudad. El Administrador de la Ciudad deberá:

(1) Ser responsable ante el Consejo de la administración eficiente y económica del gobierno de la Ciudad. Tendrá la facultad, con la aprobación del Consejo, de designar y destituir a todos los jefes de departamentos. Tendrá la facultad de designar y destituir a todos los demás empleados del servicio administrativo de la Ciudad. Puede autorizar al jefe de un departamento a designar y destituir subordinados en su respectivo departamento. Salvo a efectos de indagación, el Consejo y sus miembros tratará con el servicio administrativo exclusivamente a través del Administrador de la Ciudad.

- (2) Preparar el presupuesto anualmente y presentarlo al Consejo y ser responsable de su administración después de la adopción.
- (3) Preparar y presentarle al Consejo, a partir del final del año fiscal, un informe completo de las actividades financieras y administrativas de la Ciudad para el año precedente.
- (4) Mantener al Consejo al tanto de la situación financiera y las necesidades futuras de la Ciudad y hacer ciertas recomendaciones que considere adecuadas.
- (5) Desempeñar ciertas funciones como podrían disponerse en esta Carta Orgánica o podría requerirle el Consejo, que no sean incompatibles con esta Carta Orgánica.
- (6) Preparar un informe escrito al Consejo, primero en 2019, y a partir de entonces en intervalos que no superen los cinco años, relativo a la necesidad de revisión de esta Carta Orgánica, con especial atención puesta en los conflictos, de existir, entre la Carta Orgánica y la ley estatal y recomendar ciertas enmiendas a la Carta Orgánica que podrían ser necesarias a efectos legales, administrativos u otros motivos”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 16

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR REQUISITOS OBSOLETOS:

“SECCIÓN 7.03- DEPARTAMENTO DE POLICÍA

Se establece un Departamento de Policía para preservar el orden, procurar la seguridad de los residentes, prevenir la violencia y proteger la vida y los bienes contra daños y pérdida dentro de los límites y la jurisdicción admisible de la Ciudad.

A. Jefe de Policía

El Jefe de Policía es el funcionario de mayor categoría del Departamento de Policía. Es designado por el Administrador de la Ciudad, con la aprobación del Consejo, por un periodo indefinido. Con la aprobación del Administrador de la Ciudad, designa y destituye a los empleados del Departamento de Policía. Es responsable ante el Administrador de la Ciudad de la administración del Departamento de Policía y del desempeño de obligaciones y directivas establecidas por el Consejo.

B. Policía de Reserva

El Jefe de Policía puede designar o destituir “Oficiales de Policía de Reserva” según las directivas dispuestas por el Consejo. Ninguna otra persona, salvo lo dispuesto de otro modo por las leyes del Estado de Texas, actuará como “policía especial” dentro de la Ciudad”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 17

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR LENGUAJE Y REQUISITOS OBSOLETOS:

“SECCIÓN 7.04 - SECRETARIO DE LA CIUDAD

Habrà un Secretario de la Ciudad para la Ciudad. El Administrador de la Ciudad, con la aprobación del Consejo, designará a un Secretario de la Ciudad y ciertos asistentes como el Consejo considere adecuado. El Secretario de la Ciudad, o un Secretario de la Ciudad Asistente, anunciará las asambleas del Consejo, conservará las actas de dichas asambleas, y autenticará con su firma y registrará por completo en un libro conservado e indexado para tal fin, todas las ordenanzas y resoluciones, y desempeñará todas las demás funciones asignadas por el Administrador de la Ciudad y otras dispuestas en otros lugares de esta Carta Orgánica y las leyes del Estado de Texas”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 18

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR LENGUAJE Y REQUISITOS OBSOLETOS:

“SECCIÓN 7.05 -DIRECTOR DE FINANZAS

Habrà un Director de Finanzas para la Ciudad. El Administrador de la Ciudad, con la aprobación del Consejo, designará a un Director de Finanzas y ciertos asistentes como el Consejo considere adecuado. El Director de Finanzas desempeñará las funciones que le delegue el Administrador de la Ciudad y aquellas impuestas por las leyes del Estado de Texas.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 19

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR REQUISITO OBSOLETO:

BORRAR TODA LA “SECCIÓN 7.06- DEPARTAMENTO DE IMPUESTOS

Se establecerá y mantendrá un Departamento de Impuestos para recaudar los impuestos para la Ciudad. El Administrador de la Ciudad designará a un Asesor/Recaudador para administrar dicho departamento.

El Asesor/Recaudador realizará todas las tareas asignadas por el Administrador de la Ciudad. Al final de cada día laboral, dicho asesor deberá pagarle al Tesorero de la Ciudad todas las sumas de dinero recaudadas. Al final de cada mes, deberá presentar un informe escrito al Administrador de la Ciudad de todas las sumas de dinero recaudadas y pagadas de este modo. Las funciones de Secretario de la Ciudad, Tesorero de la Ciudad y Asesor/Recaudador de Impuestos de la Ciudad pueden ser desempeñadas por el mismo individuo”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 20

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR REQUISITOS OBSOLETOS:

“SECCIÓN 7.07- DEPARTAMENTO DE BOMBEROS DE LA CIUDAD

El Departamento de Bomberos se establece para la protección general contra incendios de los residentes de la Ciudad, para la educación de prevención de incendios y la aplicación de códigos, para las operaciones de salvamento y rescate, y para otras actividades relacionadas que podría asignar el Consejo. El departamento estará formado por miembros voluntarios, de tiempo completo, medio tiempo o cualquier combinación de los mismos. Todos esos miembros responderán a las Directivas estándares de operación del Departamento de Bomberos.

A. Jefe de Bomberos

El Jefe de Bomberos es el funcionario de mayor categoría del Departamento de Bomberos. Es designado por el Administrador de la Ciudad, con la aprobación del Consejo, por un periodo

indefinido. Con la aprobación del Administrador de la Ciudad, designa y destituye a los empleados del Departamento de Bomberos.

Es responsable ante el Administrador de la Ciudad de la administración del Departamento de Bomberos y del desempeño de las obligaciones y directivas establecidas por el Consejo.

B. Inspector de Bomberos

El Jefe de Bomberos escogerá un Inspector de Bomberos, con la aprobación del Administrador de la Ciudad y será responsable de la aplicación de los Códigos contra incendios de la Ciudad y otras funciones que podría asignar el Jefe de Bomberos. Será miembro del personal a cargo del Departamento de Bomberos, y podría ser destituido de su cargo por el Jefe de Bomberos con la aprobación del Administrador de la Ciudad.

C. Acuerdos de ayuda mutua con otros departamentos de bomberos

Sujetos a la aprobación del Consejo, el Departamento de Bomberos podrá celebrar acuerdos de ayuda mutua y entre localidades con otros departamentos de bomberos de la zona mediante los cuales podrá proveer y recibir asistencia en situaciones de emergencia”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 21

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR REQUISITOS OBSOLETOS:

“SECCIÓN 7.09- TRIBUNAL MUNICIPAL

Se establecerá y mantendrá un Tribunal designado como un “Tribunal Municipal” para el juicio de faltas, con todas las facultades y obligaciones que ordenan ahora o en lo sucesivo las leyes del Estado de Texas relativas al Tribunal Municipal o del Registrador.

A. El Juez de dicho Tribunal será designado por el Consejo, y será un abogado licenciado, y recibirá cierto salario que fije el Consejo. El Juez de dicho Tribunal permanecerá en el cargo según el criterio del Consejo.

B. El Secretario de dicho Tribunal y sus subsecretarios tendrán la facultad de tomar juramentos y declaraciones juradas, elaborar certificados, colocar el sello de dicho Tribunal a los mismos y generalmente hacer y desempeñar toda y cualquier función habitual y necesaria para el Secretario de los Tribunales en el proceso de expedición de dichos tribunales y el tratamiento de los asuntos de los mismos.

C. El Consejo designará otros abogados licenciados para fungir como Jueces Temporales de dicho Tribunal en caso de discapacidad o ausencia del Juez del Tribunal Municipal. El Consejo fijará el salario de los Jueces Temporales.

D. Un Juez de la Ciudad no puede tener ningún otro cargo en la Ciudad ni empleo en la Ciudad durante el mandato que le designó el Consejo. Si una persona que se desempeña como Juez de la Ciudad se convierte en un candidato en una elección de la Ciudad, deberá renunciar a su posición como Juez de la Ciudad en el momento de ser electo para un Cargo de la Ciudad.

E. El Alcalde se desempeñará como Juez del Tribunal Municipal en ausencia del Juez de la Ciudad o sus representantes alternativos”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 22

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR REQUISITOS OBSOLETOS:

“SECCIÓN 7.10- DEPARTAMENTO DE SALUD

Para garantizar una alta calidad de normas de salud y sanidad pública para la Ciudad, la Ciudad utilizará y se adherirá a todas las reglas y reglamentos relativos a las normas de salud y sanidad pública descritas, requeridas y regidas por el Departamento de Salud del Condado de Harris y el Departamento de Salud del Estado”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 23

UNA ENMIENDA A LA CARTA ORGÁNICA PARA CREAR UN DEPARTAMENTO DE DESARROLLO DE LA COMUNIDAD:

“SECCIÓN 7.12-DEPARTAMENTO DE DESARROLLO DE LA COMUNIDAD

Habrá un Director de Desarrollo de la Comunidad para la Ciudad. El Administrador de la Ciudad, con la aprobación del Consejo, designará a un Director de Desarrollo de la Comunidad y ciertos asistentes como el Consejo considere adecuado. El Director de Desarrollo de la Comunidad supervisará los procesos de desarrollo de la ciudad, incluidos planificación y

zonificación, ingeniería, aplicación de códigos e inspecciones, y desempeñará todas las demás funciones asignadas por el Administrador de la Ciudad y otras dispuestas en otros lugares de esta Carta Orgánica y las leyes del Estado de Texas”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 24

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR REQUISITOS OBSOLETOS:

BORRAR TODA LA “SECCIÓN 7.13- DEPARTAMENTO DE PARQUES, RECREACIÓN Y EMBELLECIMIENTO

El Consejo designará una Junta Asesora para Parques, Recreación y Embellecimiento. La Junta Asesora estudiará los programas de recreación, las instalaciones de parques y el embellecimiento de la Ciudad y consultará con el Administrador de la Ciudad y le hará recomendaciones respecto del desarrollo y del uso de los parques de la Ciudad, los programas de recreación y un programa de embellecimiento de la Ciudad. La Junta Asesora recomendará al Consejo reglas para el uso de parques, espacios públicos e instalaciones de recreación en conformidad con las ordenanzas de la Ciudad y los reglamentos del Estado de Texas y programas adecuados para el embellecimiento de la Ciudad”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 25

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR REQUISITOS OBSOLETOS:

“SECCIÓN 8.02 EL PRESUPUESTO COMO UN REGISTRO PÚBLICO

El presupuesto y todos los anexos de respaldo se deben entregar a la persona que desempeñe las funciones de Secretario de la Ciudad y será presentado al Consejo. Las copias del presupuesto y del programa de capital, según su adopción, serán registros públicos y estarán a disposición del público en lugares adecuados en la Ciudad que incluyan el City Hall, y en dos otros lugares públicos dentro de los límites corporativos de la Ciudad.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 26

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR REQUISITOS OBSOLETOS:

“SECCIÓN 8.11- FECHA DE ENTRADA EN VIGENCIA DEL PRESUPUESTO; CERTIFICACIÓN; COPIAS PUESTAS A DISPOSICIÓN

En el momento de adopción final, el presupuesto entrará en vigencia para el año fiscal. Una copia del presupuesto según su versión final adoptada se debe entregar a la persona que desempeñe la función de Secretario de la Ciudad y al Secretario del Condado de Harris. Se colocarán copias del presupuesto final para el público en la oficina del Secretario de la Ciudad y en otros dos lugares dentro de los límites corporativos de la Ciudad. El público podrá obtener copias del presupuesto en el City Hall”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 27

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR LENGUAJE Y REQUISITOS OBSOLETOS:

“SECCIÓN 8.17- DESEMBOLSO DE FONDOS

Todos los cheques, vouchers o warrants para el retiro de dinero de la Depositaria de la Ciudad serán firmados por el Administrador de la Ciudad y refrendados por el Secretario de la Ciudad o el Director de Finanzas. En ausencia del Administrador de la Ciudad, el Alcalde, o el Alcalde Pro t  mpore en ausencia del Alcalde, pueden firmar”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 28

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR REQUISITOS OBSOLETOS:

“SECCIÓN 8.20- IMPUESTOS, FECHA DE VENCIMIENTO Y PAGO

Todos los impuestos adeudados a la Ciudad serán pagaderos en el momento de recepción de la factura del impuesto y se considerarán en mora si no se pagan antes del 1 de febrero del año siguiente al año en el que fueron impuestos. La postergación de cualquier fecha de morosidad y el monto de la sanción, interés y costos a imponerse en impuestos en mora estarán de acuerdo con ordenanzas aplicables de la Ciudad y el Código de Impuestos Prediales del Estado de Texas”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 29

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR REQUISITOS OBSOLETOS:

“SECCIÓN 8.21- GRAVÁMENES FISCALES

A. Por la presente se crea en favor de la Ciudad un gravamen especial sobre todos los bienes inmuebles, muebles y mixtos en la Ciudad para todos los impuestos impagos. La prioridad de dicho gravamen será determinada de acuerdo a la ley estatal.

B. Todos los procedimientos de decomiso y ejecución de una hipoteca serán administrados de acuerdo a los códigos de impuestos prediales del Estado”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 30

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR LENGUAJE OBSOLETO Y REFLEJAR LA PRÁCTICA ACTUAL:

“SECCIÓN 8.24- AUDITORÍA INDEPENDIENTE

Antes del final de cada año fiscal, el Consejo designará un contador público certificado, con licencia en el Estado de Texas, para que lleve a cabo una auditoría independiente de las cuentas y demás constancias de transacciones financieras del gobierno de la Ciudad y presente un informe al Consejo dentro de los ciento ochenta (180) días desde la fecha de cierre del año fiscal de la Ciudad. Se informará que la auditoría anual se encuentra en los archivos de City Hall para inspección a través de la publicación en el periódico oficial de la Ciudad.

Dicho contador no tendrá ningún interés personal, directo o indirecto, en los asuntos fiscales del gobierno de la Ciudad. El contador no mantendrá ninguna cuenta ni registro de los asuntos de la Ciudad, pero, dentro de especificaciones aprobadas por el Consejo, llevará a cabo una auditoría posterior de los libros contables y documentos que conserva el Director de Finanzas y cualquier cuenta separada o subordinada que mantiene cualquier otra oficina, departamento o agencia de la Ciudad”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 31

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR LENGUAJE OBSOLETO, CUMPLIR CON LAS LEYES ESTATALES Y FEDERALES, Y REFLEJAR LA PRÁCTICA ACTUAL:

“SECCIÓN 9.01- FACULTAD PARA OTORGAR FRANQUICIAS

El Consejo tendrá la facultad por ordenanza de otorgar, modificar, renovar y extender todas las franquicias de todos los servicios públicos de todos los tipos que operan con la Ciudad. Todas las ordenanzas que otorgan, modifican, renuevan o extienden franquicias de servicios públicos se regirán por los procedimientos estipulados en la Sección 6.14. No se otorgará ninguna franquicia de servicio público por un plazo mayor a veinte (20) años, ni será transferible salvo con la aprobación del Consejo expresada por ordenanza”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 32

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR LENGUAJE OBSOLETO, CUMPLIR CON LAS LEYES ESTATALES Y FEDERALES, Y REFLEJAR LA PRÁCTICA ACTUAL:

“SECCIÓN 9.08- REGULACIÓN DE TARIFAS Y SERVICIOS PÚBLICOS

El Consejo tendrá la facultad absoluta, después de aviso y audiencia, de regular por ordenanza, sujeta a las leyes federales y estatales, las tarifas de todos los servicios públicos que operan en la Ciudad siempre que ninguna ordenanza de este tipo se aprobará como una medida de emergencia. La Ciudad tendrá la facultad de emplear, a expensas del Concesionario, asistencia y recomendaciones de expertos para determinar una tarifa razonable y una ganancia justa para el Concesionario. Esta Carta Orgánica no revoca ninguna Ordenanza de la Ciudad existente que haya renunciado al derecho de regulación tarifaria de la Ciudad en favor de una Comisión de Servicios Públicos del Estado de Texas”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 33

UNA ENMIENDA A LA CARTA ORGÁNICA PARA ELIMINAR REQUISITOS OBSOLETOS:

“SECCIÓN 10.01 – COMISIÓN DE PLANIFICACIÓN Y ZONIFICACIÓN

El Consejo designará una Comisión de Planificación y Zonificación de la Ciudad compuesta por cinco (5) miembros, que serán residentes de la Ciudad, pero no serán empleados de la Ciudad.

A. Duración del cargo

Los miembros de la Comisión serán designados por mandatos intercalados de tres (3) años.

B. Reglamento

La Comisión elegirá anualmente uno (1) de su número Presidente y establecerá su propio reglamento que incluirá lo siguiente: Un quórum constará de una mayoría de los miembros de la Comisión y un voto afirmativo de una mayoría de los presentes será necesario para aprobar cuestiones pendientes. Todas las asambleas estarán abiertas al público y la persona que desempeña las funciones de Secretario de la Ciudad mantendrá un registro de todos los procedimientos y será un registro público.

C. Vacantes

Los miembros de la Comisión participarán activamente en las actividades de la Comisión, y cualquier miembro que se ausente de tres (3) asambleas consecutivas de la Comisión sin justificativo válido según lo determina la Comisión, perderá automáticamente la membresía. La Comisión notificará de inmediato al Consejo que existe una vacante en la Comisión.

Las vacantes que se producen en la Comisión, cualquiera sea el motivo, se cubrirán dentro de treinta (30) días por designación del Consejo para el resto del mandato sin finalizar.

D. Facultades y obligaciones

La Comisión tendrá la facultad y deberá:

- (1) Recomendar al Consejo enmiendas, extensiones y adiciones al Plan Maestro para el desarrollo físico de la Ciudad.
- (2) Recomendar al Consejo la aprobación o desaprobación de planos catastrales de subdivisiones propuestas presentados según una ordenanza de la Ciudad en la versión adoptada o su enmienda posterior.
- (3) Recomendar al Consejo planes para demoler y reconstruir distritos de barrios pobres y zonas deterioradas que se podrían haber desarrollado en la Ciudad.
- (4) Recomendar al Consejo la enmienda, extensión y revisión del Código de Construcción, el cual incluirá los estándares mínimos de construcción para edificar, los estándares mínimos de fontanería y los estándares mínimos para equipos eléctricos y mecánicos.
- (5) Presentar anualmente al Administrador de la Ciudad, no menos de noventa (90) días antes del inicio del año del presupuesto, una lista de recomendaciones para mejoras de capital que, según la opinión de la Comisión, son necesarias o deseables para ser construidas durante los próximos cinco (5) años. Dicha lista estará preparada en orden de preferencia, con recomendaciones respecto de cuáles proyectos se construirán en cuál año.
- (6) Reunirse no menos de una vez por trimestre, y las reuniones se llevarán a cabo en City Hall a menos que se informe previamente un cambio del lugar de reunión a través de la publicación en un periódico de circulación general de la Ciudad.
- (7) Operar bajo las directivas de las facultades otorgadas por los Reglamentos Civiles del Estado de Texas.

E. Enlace con el Consejo Municipal

El Administrador de la Ciudad o su representante asistirá a las reuniones de la Comisión y servirá de enlace entre la Comisión y el Consejo”.

_____ APROBAR

_____ DESAPROBAR

ENMIENDA NRO. 34

UNA ENMIENDA A LA CARTA ORGÁNICA PARA CUMPLIR CON LAS LEYES ESTATALES Y FEDERALES:

“SECCIÓN 11.08- CONVOCATORIA A ELECCIÓN

Si el funcionario cuya destitución se procura no renuncia, entonces será obligación del Consejo ordenar una elección y fijar una fecha para celebrar dicha elección de destitución, de acuerdo a la ley del Estado.

_____ APROBAR

_____ DESAPROBAR

Sección 6.0. Publicación; Fecha de efectividad; Asambleas Públicas.

Por la presente se instruye a la Secretaria de la Ciudad de la Ciudad de Tomball, Texas, que publique esta Ordenanza en el periódico oficial de la Ciudad de Tomball, Texas, en cumplimiento de las disposiciones de la Sección 6.14(a) de la Carta Orgánica de la Ciudad, cuya publicación será suficiente si contiene el encabezamiento de esta Ordenanza. Esta Ordenanza tendrá vigencia después de satisfacer el requisito de publicación de la Carta Orgánica de la Ciudad.

Por la presente se declara y determina que las asambleas en las cuales se consideró esta Ordenanza eran abiertas al público, como lo requiere el Capítulo 551 del Código de Gobierno Local, y que se otorgó aviso público del horario, lugar y propósito de dicha asamblea.

Sección 7.0 Divisibilidad. En caso de que cualquier sección, párrafo, subdivisión, cláusula, frase, disposición, oración o parte de esta Ordenanza o la aplicación de la misma a cualquier persona o circunstancia por cualquier motivo se decreta inválida o inconstitucional por un tribunal con competencia jurisdiccional, no se afectará, impedirá ni invalidará esta Ordenanza como un todo o cualquier parte de una disposición de la misma además de la parte declarada inválida o inconstitucional; y el Consejo Municipal de la Ciudad de Tomball, Texas, declara que habría aprobado cada una de la partes de la misma no obstante la omisión de cualquier parte declarada de ese modo inválida o inconstitucional, o ya sea una o más partes.

Sección 8.0 Derechos y Recursos; Revocación

Todos los derechos y recursos que se han acumulado en favor de la Ciudad serán y son preservados para el beneficio de la Ciudad. Por la presente se revocan todas las ordenanzas vigentes cuando esta Ordenanza entra en vigencia y que sean incompatibles o estén en conflicto

con esta Ordenanza, solo en la medida en que las mencionadas ordenanzas sean incompatibles o estén en conflicto con esta Ordenanza.

Sección 9.0 La votación en dicha elección se realizará con boleta de votación de papel. Dicha boleta de votación de papel tendrá impresas todas las proposiciones declaradas anteriormente en este documento, y la boleta de votación se preparará de modo tal que el votante pueda aprobar o desaprobar cada una de dichas proposiciones.

Sección 10.0 Esta ordenanza constituirá la orden de elección para la mencionada elección de enmienda de la carta orgánica y también constituirá el aviso de dicha elección. Por la presente se autoriza e instruye a la Secretaria de la Ciudad a hacer que se publique el aviso de dicha elección de acuerdo a los términos y las disposiciones del Código Electoral y sus enmiendas, y la Sección 9.004 del Código de Gobierno Local de Texas y sus enmiendas.

PRIMERA LECTURA:

LEÍDA, APROBADA Y ACEPTADA SEGÚN SE DESCRIBE ABAJO EN LA ASAMBLEA DEL CONSEJO MUNICIPAL DE LA CIUDAD DE TOMBALL, REALIZADA EL 20 DE ENERO DE 2014.

CONCEJAL HUDGENS	<u>AYE</u>
CONCEJAL STOLL	<u>AYE</u>
CONCEJAL TOWNSEND	<u>AYE</u>
CONCEJAL DODSON	<u>AYE</u>

SEGUNDA LECTURA:

LEÍDA, APROBADA Y ACEPTADA SEGÚN SE DESCRIBE ABAJO EN LA ASAMBLEA DEL CONSEJO MUNICIPAL DE LA CIUDAD DE TOMBALL, REALIZADA EL 3 DE FEBRERO DE 2014

CONCEJAL HUDGENS	_____
CONCEJAL STOLL	_____
CONCEJAL TOWNSEND	_____
CONCEJAL DODSON	_____

GRETCHEN FAGAN, ALCALDE

ATESTIGUA:

DORIS SPEER, Secretaria de la Ciudad

SẮC LỆNH SỐ 2014-01R

MỘT SẮC LỆNH CỦA THÀNH PHỐ TOMBALL, TEXAS, RA LỆNH RẰNG MỘT CUỘC BẦU CỬ ĐẶC BIỆT SẼ ĐƯỢC TỔ CHỨC TẠI THÀNH PHỐ TOMBALL, TEXAS, VÀO NGÀY 10 THÁNG NĂM, 2014, CHO MỤC ĐÍCH ĐỀ TRÌNH LÊN CÁC CỬ TRI HỘI ĐỦ ĐIỀU KIỆN CỦA TOMBALL, TEXAS MỘT SỐ TU CHÍNH ĐƯỢC ĐỀ NGHỊ SẼ ĐƯỢC BỎ PHIẾU TẠI CUỘC BẦU CỬ NÓI TRÊN; NÊU RÕ CÁC TU CHÍNH ĐƯỢC ĐỀ NGHỊ TẠI CUỘC BẦU CỬ NÓI TRÊN; CHỈ ĐỊNH ĐỊA ĐIỂM BỎ PHIẾU VÀ BỎ NHIỆM CÁC VIÊN CHỨC BẦU CỬ CỦA CUỘC BẦU CỬ ĐÓ; CUNG CẤP MẪU LÁ PHIẾU VÀ CHỈ THỊ RẰNG THÔNG BÁO CỦA CUỘC BẦU CỬ ĐƯỢC ĐƯA RA; CHỨA ĐỤNG CÁC ĐIỀU KHOẢN KHÁC ĐỐI VỚI BỘ LUẬT TUYỂN CỬ TIỂU BANG; CHỈ THỊ VIỆC CÔNG BỐ CHÚ THÍCH CỦA SẮC LỆNH NÀY; PHÁT HIỆN RẰNG CÁC CUỘC HỌP TẠI ĐÓ SẮC LỆNH NÀY ĐƯỢC XEM XÉT LÀ CÔNG KHAI CHO CÔNG CHÚNG THEO YÊU CẦU CỦA LUẬT PHÁP; QUY ĐỊNH SỰ VÔ HIỆU TỪNG PHẦN VÀ BÃI BỎ CÁC SẮC LỆNH XUNG ĐỘT; VÀ QUY ĐỊNH NGÀY HIỆU LỰC

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XÉT RẰNG, ngày 10 tháng Năm, 2014 là ngày được quy định trong Bộ Luật Tuyển Cử Texas cho một cuộc bầu cử thường kỳ trong Thành Phố Tomball; và

XÉT RẰNG, Mục 3.02 của Hiến Chương Điều Lệ Địa Phương của Thành Phố Tomball quy định việc tu chính Hiến Chương và đề trình các tu chính lên cử tri chiếu theo Mục 9.001 và 9.004 của Bộ Luật Chính Quyền Địa Phương;

NAY VÌ VẬY HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ TOMBALL, TEXAS RA LỆNH như sau:

Mục 1.0: Rằng một cuộc bầu cử đặc biệt sẽ được tổ chức tại THÀNH PHỐ TOMBALL, TEXAS, vào ngày 10 tháng Năm, 2014, tại cuộc bầu cử đó các tu chính được đề nghị sẽ được bỏ phiếu bởi các cử tri cư dân hội đủ điều kiện của THÀNH PHỐ TOMBALL nói trên.

Mục 2.0: Rằng cuộc bầu cử nói trên sẽ được tổ chức trong Tòa Nhà Thị Chính trong phạm vi Thành Phố nói trên, và toàn bộ Thành Phố Tomball sẽ tạo thành một phân khu bầu cử. Những người có tên sau đây được bổ nhiệm làm Viên Chức Tuyển Cử để thực hiện cuộc bầu cử nói trên như sau:

TRƯỞNG BAN ĐIỀU HÀNH:	<u>Mary Coats</u>
TRƯỞNG BAN ĐIỀU HÀNH DỰ KHUYẾT:	<u>Patsy Kinsey</u>

Mục 3.0: Rằng cuộc bầu cử nói trên sẽ được tổ chức chiếu theo các quy định của Hiến Pháp và Luật Pháp của Tiểu Bang Texas, và chỉ những cử tri hội đủ điều kiện hợp lệ của Thành Phố Tomball sẽ hội đủ điều kiện bỏ phiếu.

Mục 4.0: Thông báo về cuộc bầu cử nói trên sẽ được đưa ra theo quy định của Luật Pháp Tuyền Cử Texas và Bộ Luật Chính Quyền Địa Phương.

Mục 5.0: Thư Ký Thành Phố theo đây được ủy quyền và chỉ thị đưa ra Thông Báo của cuộc bầu cử nói trên theo yêu cầu của luật pháp.

SẼ ĐƯỢC IN TRÊN LÁ PHIẾU CHÍNH THỨC CÁC TU CHÍNH ĐƯỢC ĐỀ NGHỊ SAU ĐỐI VỚI HIẾN CHƯƠNG THÀNH PHỐ CỦA THÀNH PHỐ TOMBALL, TEXAS, VÀ LÁ PHIẾU SẼ QUY ĐỊNH RẰNG CỬ TRI SẼ THÔNG QUA HOẶC KHÔNG THÔNG QUA CÁC TU CHÍNH MÀ ĐƯỢC NÊU RIÊNG RẼ NHƯ SAU:

CÁC TU CHÍNH ĐƯỢC ĐỀ NGHỊ:

TU CHÍNH SỐ 1

TU CHÍNH HIẾN CHƯƠNG ĐỀ BÃI BỎ YÊU CẦU LỖI THỜI:

XÓA TOÀN BỘ "MỤC 1.05-GIA HẠN NGÂN QUỸ

Ngân quỹ được thông qua đối với Thành Phố cho năm tài chính vào ngày 1 tháng Mười, 1986 đến ngày 30 tháng Chín, 1987 sẽ và trở thành ngân quỹ cho năm hiện tại."

_____ THÔNG QUA

_____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 2

TU CHÍNH HIẾN CHƯƠNG ĐỀ BÃI BỎ YÊU CẦU LỖI THỜI:

XÓA TOÀN BỘ "MỤC 1.06-CHÍNH QUYỀN THÀNH PHỐ LÂM THỜI

Sau khi thông qua Hiến Chương này, những người nộp đơn cho các vị trí tuyển cử sẽ tiếp tục nộp đơn cho các chức vụ mà họ được bầu chọn. Sau đó, Hội Đồng Thành Phố và Thị Trưởng sẽ được bầu chọn như được quy định tại Điều VI, Mục 6.02. Những người, mà vào ngày Hiến Chương này được thông qua, nộp đơn cho các vị trí được chỉ định với Thành Phố được tuyển theo Hiến Chương này, có thể tiếp tục nộp đơn cho các vị trí này với nhiệm kỳ mà họ được chỉ định trừ trường hợp được bãi miễn bởi Hội Đồng hoặc bởi phương thức khác được quy định trong Hiến Chương này. Những người, vào ngày hiệu lực của Hiến Chương này, nộp đơn cho các vị trí tuyển cử, mà theo Hiến Chương này là các chức vụ được chỉ định, sẽ tiếp tục phục vụ trong các chức vụ đó cho các nhiệm kỳ mà họ được chỉ định."

_____ THÔNG QUA

_____ KHÔNG THÔNG QUA

TU CHÍNH SÓ 3

TU CHÍNH HIẾN CHƯƠNG ĐỂ BÃI BỎ YÊU CẦU LỖI THỜI:

XÓA TOÀN BỘ "MỤC 1.07-THỦ TỤC BẦU CỬ TẠM THỜI

Đối với một chuyển tiếp theo trật từ lên các nhiệm kỳ ba năm (3 năm) từ các nhiệm kỳ hai năm (2 năm), lịch trình sau đây sẽ được thực hiện:

Những người có mặt trong một nhiệm kỳ được bầu chọn sẽ tiếp tục chức vụ. Ngay sau Cuộc Bầu Cử Hiến Chương, tại Cuộc Họp thường kỳ tiếp theo của Hội Đồng, ba (3) Ủy Viên Hội Đồng Thành Phố có nhiệm kỳ hết hạn vào tháng Tư, 1987 sẽ rút thăm các Vị Trí Số 1 và 5 cho các nhiệm kỳ ba năm (3 năm) và Vị Trí Số 3 cho nhiệm kỳ hai năm (2 năm), theo một cách thức không trái ngược với luật pháp Tiểu Bang. Một lần rút thăm riêng rẽ sẽ được tổ chức vào cùng ngày cho các Vị Trí Số 2 và 4 bởi những người đương nhiệm với một (1) năm còn lại của nhiệm kỳ hiện tại của họ. Các vị trí sẽ có nhiệm kỳ ba năm (3 năm) bắt đầu từ tháng Năm, 1988. Nếu Ủy Viên Hội Đồng lựa chọn tái tranh cử, Ủy Viên Hội Đồng đó phải tranh cử cho Vị Trí theo số mà người đó đã rút thăm.

Trong năm bầu cử thứ nhất (thứ 1), vào ngày Thứ Bảy đầu tiên (thứ 1) của tháng Tư, 1987, sau khi thông qua Hiến Chương này, các Ủy Viên Hội Đồng sẽ được bầu chọn cho các Vị Trí Số 1, 3 và 5 như được nêu trên đây.

Trong năm bầu cử thứ hai (thứ 2), vào ngày Thứ Bảy thứ ba (thứ 3) của tháng Năm, 1988, sau khi thông qua Hiến Chương này, các Ủy Viên Hội Đồng sẽ được bầu chọn cho các Vị Trí Số 2 và 4 cho các nhiệm kỳ ba năm (3 năm). Thị Trưởng sẽ được bầu chọn cho một nhiệm kỳ hai năm (2 năm).

Trong cuộc bầu cử thứ ba (thứ 3), vào ngày Thứ Bảy thứ ba (thứ 3) của tháng Năm, 1989, sau khi thông qua Hiến Chương này, Vị Trí Số 3 sẽ được bầu chọn cho nhiệm kỳ ba năm (3 năm).

Trong năm bầu cử thứ tư (thứ 4), vào ngày Thứ Bảy thứ ba (thứ 3) của tháng Năm, 1990, sau khi thông qua Hiến Chương này, Thị Trưởng sẽ được bầu chọn cho nhiệm kỳ hai năm (2 năm). Các Vị Trí Số 1 và 5 sẽ được bầu chọn cho các nhiệm kỳ ba năm (3 năm).

Trong năm bầu cử thứ năm (thứ 5), vào ngày Thứ Bảy thứ ba (thứ 3) của tháng Năm, 1991, sau khi thông qua Hiến Chương này, các Vị Trí Số 2 và 4 sẽ được bầu chọn cho các nhiệm kỳ ba năm (3 năm).

Trong năm bầu cử thứ sáu (thứ 6), vào ngày Thứ Bảy thứ ba (thứ 3) của tháng Năm,

1992, sau khi thông qua Hiến Chương này, Vị Trí Số 3 và Thị Trưởng sẽ được bầu chọn cho các nhiệm kỳ ba năm (3 năm).

Điều này sẽ hoàn tất lịch trình trong đó hai (2) trong số sáu (6) thành viên cấu thành Chức Vụ Thị Trưởng và Hội Đồng Thành Phố sẽ tiến đến cuộc bầu cử mỗi năm."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 4

TU CHÍNH HIẾN CHƯƠNG ĐỂ BÃI BỎ YÊU CẦU LỖI THỜI:

XÓA TOÀN BỘ "MỤC 1.09 - ĐỀ TRÌNH HIẾN CHƯƠNG LÊN CÁC CỬ TRI

Ủy Ban Lập Hiến Chương đang chuẩn bị Hiến Chương này kết luận rằng không thể tách riêng từng chủ đề liên quan đến việc cho phép một phiếu bầu "có" hoặc "không" đối với cùng một chủ đề, do nguyên nhân rằng Hiến Chương được xây dựng để giúp làm việc và thực hiện chức năng cần thiết mà nên được thông qua một cách tổng thể. Vì những lý do đó, Ủy Ban Lập Hiến Chương chỉ thị rằng Hiến Chương được bỏ phiếu một cách tổng thể và rằng Hiến Chương nên được đệ trình cho các cử tri hội đủ điều kiện của Thành Phố tại một cuộc bầu cử được tổ chức vào ngày 17 tháng Một, 1987. Không ít hơn (30) ngày trước ngày bầu cử, Hội Đồng sẽ yêu cầu Thư Ký Thành Phố gửi một bản sao của Hiến Chương này cho từng cử tri hội đủ điều kiện của Thành Phố có tên trên danh sách được xác nhận mới nhất của các cử tri ghi danh. Nếu đa số cử tri hội đủ điều kiện trong cuộc bầu cử sẽ bỏ phiếu ủng hộ việc thông qua Hiến Chương này, Hiến Chương này sẽ trở thành Hiến Chương của Thành Phố và sau khi có kết quả kiểm phiếu, Hiến Chương này sẽ được tuyên bố là đã được thông qua và Thư Ký Thành Phố sẽ nộp một bản sao chính thức của Hiến Chương cho hồ sơ lưu giữ của Thành Phố. Thư Ký Thành Phố sẽ cung cấp cho Thị Trưởng một bản sao của Hiến Chương nói trên, đó là bản sao của Hiến Chương đã được thông qua, được chứng thực và xác nhận bởi chữ ký của Thư Ký Thành Phố và con dấu của Thành Phố, sẽ được gửi bởi Thị Trưởng đến Ngoại Trưởng Tiểu Bang Texas và sẽ thể hiện sự phê chuẩn Hiến Chương đó bởi đa số phiếu bầu tại cuộc bầu cử đó."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 5

MỘT TU CHÍNH HIẾN CHƯƠNG CHO PHÉP VIỆC CHỈNH SỬA ĐẦY ĐỦ HIẾN CHƯƠNG NHẪM PHẢN ẢNH KẾT QUẢ CỦA CUỘC BẦU CỬ ĐẶC BIỆT VÀO NGÀY 10 THÁNG NĂM, 2014:

"MỤC 1.10- ĐÁNH SỐ LẠI HIẾN CHƯƠNG

Tiếp sau cuộc bầu cử tu chính Hiến Chương ngày 10 tháng Năm, 2014, thông qua một sắc lệnh Hội Đồng cho phép sửa đổi chung của Hiến Chương này để đánh số lại và sắp xếp lại như cần thiết tất cả các điều, mục và tiểu mục của Hiến Chương hoặc các tu chính của Hiến Chương."

_____ THÔNG QUA

_____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 6

MỘT CHU CHÍNH HIẾN CHƯƠNG TU CHÍNH CÁC YÊU CẦU HIỆN TẠI ĐỂ TUÂN THỦ LUẬT PHÁP LIÊN BANG VÀ TIỂU BANG:

"MỤC 3.07- CÁC ĐIỀU KHOẢN LIÊN QUAN ĐẾN CHUYỂN NHƯỢNG, KÝ KẾT VÀ SUNG CÔNG

Tài sản, thực tế hoặc cá nhân, thuộc về Thành Phố sẽ không được bán hoặc chiếm đoạt theo bất kỳ trát tòa án nào hoặc hóa đơn tính phí nào; và không có biện pháp bảo đảm dưới bất kỳ hình thức nào sẽ tồn tại đối với bất kỳ tài sản nào được sở hữu bởi Thành Phố ngoại trừ biện pháp bảo đảm đó được xác lập hoặc được cho phép bởi Hiến Chương này hoặc luật pháp tiểu bang. Ngân quỹ thuộc thành phố dưới sự quản lý của bất kỳ người, công ty hoặc tập đoàn nào sẽ không phải chịu sung công, tịch biên hoặc tịch thu cũng như Thành Phố không chịu sung công đối với bất kỳ khoản nợ nào mà Thành Phố có thể nắm giữ hoặc các khoản ngân quỹ hoặc tài sản Thành Phố có thể có sẵn hoặc nợ bất kỳ người nào. Thành Phố cũng như bất kỳ viên chức hoặc đại lý nào của Thành Phố không được yêu trả lời bất kỳ trát hoặc lệnh sung công nào đối với bất kỳ tài khoản nào dưới mọi hình thức. Thành Phố sẽ không có nghĩa vụ ghi nhận bất kỳ chuyển nhượng lương hoặc ngân quỹ nào bởi các nhân viên, đại lý hoặc nhà thầu của Thành Phố, ngoại trừ được luật pháp liên bang hoặc tiểu bang yêu cầu."

_____ THÔNG QUA

_____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 7

MỘT CHU CHÍNH HIẾN CHƯƠNG TU CHÍNH CÁC YÊU CẦU HIỆN TẠI ĐỂ TUÂN THỦ LUẬT PHÁP LIÊN BANG VÀ TIỂU BANG:

"MỤC 5.01 -CÁC CUỘC BẦU CỬ: THƯỜNG KỲ VÀ ĐẶC BIỆT

- A. Tất cả các cuộc bầu cử của Thành Phố sẽ được tiến hành theo đúng các quy định của Bộ Luật Tuyển Cử Texas.
- B. Cuộc bầu cử thường kỳ của Thành Phố sẽ được tổ chức hàng năm vào ngày Thứ Bảy thứ hai trong tháng Năm hoặc ngày khác như vậy như được yêu cầu bởi Bộ Luật Tuyển Cử Texas. Hội Đồng sẽ có trách nhiệm nêu rõ các vị trí để tổ chức các cuộc bầu cử.
- C. Hội Đồng có thể, thông qua nghị quyết hoặc sắc lệnh, ra lệnh một cuộc bầu cử đặc biệt cho các mục đích phù hợp với Hiến Chương này và luật pháp của Tiểu Bang Texas. Hội Đồng sẽ ấn định thời gian và địa điểm cho cuộc bầu cử đặc biệt đó và cung cấp tất cả các phương tiện để tổ chức cuộc bầu cử đặc biệt đó.
- D. Các cuộc bầu cử thành phố sẽ được thực hiện bởi các viên chức bầu cử được chỉ định bởi Hội Đồng hoặc như được luật pháp quy định khác đi. Các lá phiếu mẫu có hình thức giống với các lá phiếu được sử dụng trong cuộc bầu cử cụ thể sẽ được niêm yết tại (các) địa điểm bỏ phiếu cho mục đích theo định hướng của cử tri.
- E. Tất cả các cuộc bầu cử của Thành Phố sẽ được công khai theo đúng các quy định của Bộ Luật Tuyển Cử Texas."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 8

MỘT CHU CHÍNH HIẾN CHƯƠNG TU CHÍNH CÁC YÊU CẦU HIỆN TẠI ĐỂ TUÂN THỦ LUẬT PHÁP LIÊN BANG VÀ TIỂU BANG:

"MỤC 5.03 - NỘP ĐƠN CHO CHỨC VỤ

Bất kỳ công dân hội đủ điều kiện nào như được quy định tại Điều 6.03 của Hiến Chương này có thể nộp đơn cho cuộc bầu cử vào Chức Vụ Thị Trưởng hoặc Ủy Viên Hội Đồng. Đơn được ký và tuyên thệ theo quy định sẽ được nộp cho Thư Ký Thành Phố theo đúng Bộ Luật Tuyển Cử Texas."

____ THÔNG QUA

_____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 9

TU CHÍNH HIẾN CHƯƠNG ĐỂ BÃI BỎ CÁC YÊU CẦU LỖI THỜI:

"MỤC 5.06-TIẾN HÀNH BẦU CỬ"

Tất cả các cư dân tuân thủ các yêu cầu ghi danh cử tri theo quy định của Bộ Luật Tuyển Cử Tiểu Bang sẽ đủ điều kiện bỏ phiếu trong các cuộc bầu cử của Thành Phố. Các viên chức bầu cử sẽ được chỉ định bởi Hội Đồng, phù hợp với luật pháp Tiểu Bang, và thù lao sẽ được quy định bởi Hội Đồng. Thủ tục bỏ phiếu sớm sẽ được điều chỉnh bởi Bộ Luật Tuyển Cử Tiểu Bang của Tiểu Bang Texas."

_____ THÔNG QUA

_____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 10

TU CHÍNH HIẾN CHƯƠNG ĐỂ BÃI BỎ CÁC YÊU CẦU LỖI THỜI:

"MỤC 6.02 -SỐ, LỰA CHỌN VÀ NHIỆM KỲ"

Lập Pháp và cơ quan điều hành của Thành Phố sẽ bao gồm một Thị Trưởng và năm (5) Ủy Viên Hội Đồng và sẽ được biết đến là "Hội Đồng Thành Phố của Thành Phố Tomball, Quận Harris Texas."

- A. Thị Trưởng sẽ được bầu chọn trên toàn khu vực Thành Phố. Ủy Viên Hội Đồng sẽ được bầu chọn trên toàn khu vực Thành Phố theo các vị trí là Vị Trí Số 1, 2, 3, 4 và 5.
- B. Thị Trưởng sẽ là viên chức chủ trì của Hội Đồng và sẽ được ghi nhận là người đứng đầu Chính Quyền Thành Phố cho tất cả các mục đích nghi thức và bởi Thống Đốc cho tất cả các mục đích của luật pháp quân sự. Thị Trưởng sẽ được cho phép chỉ bỏ phiếu trong trường hợp lá phiếu đồng hạng và không có thẩm quyền phủ quyết bất kỳ hành động nào của Hội Đồng.
- C. Thị Trưởng và từng Ủy Viên Hội Đồng sẽ nắm giữ chức vụ trong một thời hạn ba (3) năm hoặc cho đến khi người kế nhiệm được bầu chọn và hội đủ điều kiện. Tất cả các cuộc bầu cử sẽ được tổ chức theo cách thức được quy định bởi Hiến Chương này và luật pháp bầu cử của Tiểu Bang Texas.
- D. Sẽ không có giới hạn về các nhiệm kỳ được bầu chọn cho Chức Vụ Thị Trưởng và

Ủy Viên Hội Đồng."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 11

MỘT CHU CHÍNH HIẾN CHƯƠNG TU CHÍNH CÁC YÊU CẦU HIỆN TẠI:

"MỤC 6.03-TÌNH TRẠNG HỘI ĐỦ ĐIỀU KIỆN

Mỗi thành viên của Hội Đồng phải là một cư dân của Thành Phố, phải tối thiểu mười tám (18) tuổi và là một cử tri hội đủ điều kiện của Tiểu Bang Texas, phải là một công dân cư trú của Tomball trong một thời hạn không ít hơn một (1) năm ngay trước cuộc bầu cử. Một thành viên đương nhiệm muốn tái bầu cử phải nộp đơn cho cùng số vị trí. Bất kỳ người nào hiện đang nắm giữ một chức vụ được bầu chọn phải từ nhiệm chức vụ đó sau khi đắc cử vào một chức vụ được bầu chọn khác có lợi ích hoặc trách nhiệm. Không có nhân viên nào của Thành Phố sẽ tiếp tục vị trí đó sau khi đắc cử vào một chức vụ được bầu chọn. Một công dân không thể nộp đơn cho một chức vụ được bầu chọn nếu ứng cử viên phạm trọng tội trừ trường hợp được quy định bởi Bộ Luật Tuyển Cử Tiểu Bang. Thị Trưởng hoặc Ủy Viên Hội Đồng, nếu phạm trọng tội khi giữ chức vụ, ngay sau khi phạm trọng tội đó, sẽ bị bãi bỏ chức vụ đó. Nếu Thị Trưởng hoặc bất kỳ Ủy Viên Hội Đồng nào không duy trì tình trạng hội đủ điều kiện nói trên hoặc vắng mặt từ hai (2) cuộc họp có kế hoạch thường kỳ trong phạm vi bất kỳ thời hạn sáu (6) tháng nào mà không có lý do hợp lệ thì trong cuộc họp thường kỳ tiếp theo Ủy Viên Hội Đồng đó phải tuyên bố một vị trí bỏ trống như được quy định trong Mục 6.09 của Hiến Chương này."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 12

MỘT CHU CHÍNH HIẾN CHƯƠNG TU CHÍNH CÁC YÊU CẦU HIỆN TẠI ĐỂ TUÂN THỦ LUẬT PHÁP TIỂU BANG:

"MỤC 6.09-CÁC VỊ TRÍ TRỐNG

Khi một vị trí trống xảy ra trong Hội Đồng, các quy định sau đây sẽ áp dụng, như sau:

Bất kỳ vị trí trống hoặc các vị trí trống xảy ra mà nhiệm kỳ chưa hết hạn là mười hai (12) tháng hoặc ít hơn sẽ được nắm giữ thông qua việc chỉ định của Hội Đồng. Bất kỳ vị trí trống hoặc các vị trí trống mà nhiệm kỳ chưa hết hạn là mười hai (12) tháng phải được

nắm giữ thông qua việc bỏ phiếu của đa số cử tri trong một cuộc bầu cử đặc biệt được triệu tập cho mục đích đó chiếu theo Hiến Pháp Tiểu Bang Texas.

Đồng thời quy định rằng trong một cuộc bầu cử đặc biệt hoặc cuộc bầu cử thường lệ: (Những) người được bầu chọn để bổ sung cho một vị trí trống hoặc các vị trí trống sẽ chỉ phục vụ cho nhiệm kỳ chưa hết hạn đối với vị trí cụ thể đó.

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 13

TU CHÍNH HIẾN CHƯƠNG ĐỂ BÃI BỎ CÁC YÊU CẦU LỖI THỜI:

"MỤC 6.12-CÁC CUỘC HỌP CỦA HỘI ĐỒNG

Hội Đồng sẽ định ít nhất hai (2) cuộc họp thường lệ mỗi tháng và nhiều cuộc họp bổ sung như Hội Đồng cho là cần thiết để thực hiện hoạt động kinh doanh của Thành Phố và các cư dân của Thành Phố. Hội Đồng sẽ ấn định ngày và thời gian của các cuộc họp thường lệ. Tất cả các cuộc họp thường lệ của Hội Đồng sẽ được tổ chức tại Tòa Thị Chính của Thành Phố Tomball, trừ khi Hội Đồng Thành Phố bỏ phiếu phê chuẩn một địa điểm không phải là Tòa Thị Chính trong trường hợp xác định rằng điều đó là vì lợi ích của công chúng. Tất cả các cuộc họp sẽ được công khai và có thể tiếp cận đối với công chúng; tuy nhiên, Hội Đồng có thể hoãn họp đến một Phiên Họp Kín chỉ cho các mục đích được quy định trong Đạo Luật Họp Công Khai Texas. Hành động cuối cùng trong các cuộc họp đó sẽ không được Hội Đồng đưa ra cho đến khi vấn đề được đưa vào lịch trình và một phiếu bầu được thực hiện trong một cuộc họp công khai.

Thư Ký Thành Phố, sau khi có văn bản yêu cầu của Thị Trưởng hoặc bất kỳ ba (3) Ủy Viên Hội Đồng nào, sẽ triệu tập các cuộc họp đặc biệt của Hội Đồng, thông báo về các cuộc họp đặc biệt đó sẽ được gửi cho từng ủy viên của Hội Đồng, thông báo được nêu đó phải ghi ngày của cuộc họp và chủ đề sẽ được xem xét tại cuộc họp đó, và không có chủ đề nào khác theo đó sẽ được xem xét.

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 14

TU CHÍNH HIỂN CHƯƠNG ĐỂ BÃI BỎ CÁC YÊU CẦU LỖI THỜI:

"MỤC 6.14- SẮC LỆNH

Ngoài các hành động của Hội Đồng như được yêu cầu bởi quy định hoặc bởi Hiến Chương này phải thông qua sắc lệnh, mọi hành động của Hội Đồng thiết lập hình phạt hoặc phạt trừ khác hoặc cung cấp kinh phí của ngân quỹ hoặc giao kết nợ phải được thông qua sắc lệnh. Điều khoản ban hành tất cả các sắc lệnh sẽ là "HỘI ĐỒNG THÀNH PHỐ CỦA THÀNH PHỐ TOMBALL RA LỆNH:"

A. Thủ tục Thông Qua Sắc Lệnh

Mọi sắc lệnh sẽ được giới thiệu dưới hình thức văn bản hoặc in ấn và, sau khi thông qua, sẽ có hiệu lực tại thời điểm được nêu trong sắc lệnh; với điều kiện là bất kỳ sắc lệnh nào áp đặt việc phạt trừ, phạt hoặc tước quyền do vi phạm các điều khoản của sắc lệnh sẽ trở nên có hiệu lực không chậm hơn mười bốn (14) ngày kể từ ngày thông qua sắc lệnh. Thư Ký Thành Phố sẽ đưa ra thông báo về mọi sắc lệnh được xem xét bằng việc yêu cầu phần chú thích hoặc tóm tắt, bao gồm cả phạt trừ, phạt hoặc tước quyền do vi phạm bất kỳ sắc lệnh nào như vậy được công bố trên tờ báo chính thức của Thành Phố sau khi được đọc lần thứ nhất và ít nhất một lần trong vòng mười bốn (14) ngày sau ngày thông qua sắc lệnh nói trên. Thư Ký Thành Phố sẽ ghi chú trên mọi sắc lệnh, chú thích của sắc lệnh được yêu cầu công bố và trên ghi chép của sắc lệnh thực tế rằng sắc lệnh đã được công bố theo yêu cầu của Hiến Chương và ngày công bố và việc ban hành sắc lệnh đó; với điều kiện là các quy định của mục này sẽ không áp dụng đối với việc chỉnh sửa, sửa đổi và thay đổi các sắc lệnh của Thành Phố để công bố trên mẫu sách hoặc sách giới thiệu.

Sẽ cần thiết đối với hiệu lực của bất kỳ sắc lệnh nào rằng sắc lệnh phải được đọc hai (2) lần và được xem xét tại hai (2) phiên họp của Hội Đồng trừ khi được quy định khác đi bởi Hiến Chương này. Tại lần đọc thứ nhất (1), sắc lệnh nói trên sẽ được đọc toàn bộ trừ khi kiến nghị được đưa ra và được thông qua tạm ngừng yêu cầu đọc sắc lệnh, trong trường hợp đó sẽ chỉ chú thích của sắc lệnh được đọc, tiếp theo bởi việc giải thích sắc lệnh. Một (1) phần trình bày còn lại của sắc lệnh nói trên có thể chỉ theo phần chú thích. Các bản sao của sắc lệnh nói trên sẽ được cung cấp tại Tòa Thị Chính khi có yêu cầu. Mọi sắc lệnh sẽ được xác thực bởi chữ ký của Thị Trưởng và Thư Ký Thành Phố và sẽ được lưu giữ một cách hệ thống trong sổ sắc lệnh theo một cách thức được Hội Đồng chấp thuận. Sẽ chỉ cần thiết lưu giữ phần chú thích hoặc tiêu đề của các sắc lệnh trong biên bản hoặc nhật ký họp Hội Đồng. Hội Đồng có thẩm quyền yêu cầu các sắc lệnh của Thành Phố được sửa đổi, chỉnh sửa, soạn thảo và in ấn theo mẫu bộ luật thường xuyên như Hội Đồng cho là cần thiết và bộ luật được in ấn đó, khi được thông qua bởi Hội Đồng, sẽ có hiệu lực đầy đủ mà không cần công bố bộ luật hoặc bất kỳ phần nào của bộ luật đó trên một tờ báo. Tuy nhiên, nếu sắc lệnh được tu chính thì sắc lệnh phải được công bố một lần, chỉ bằng chú thích, trên một tờ báo chính thức của Thành Phố. Bộ luật được in ấn đó sẽ được công nhận là bằng chứng tại tất cả các tòa án và các địa điểm mà không cần chứng minh thêm."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 15

TU CHÍNH HIẾN CHƯƠNG ĐỂ BÃI BỎ CÁC YÊU CẦU LỖI THỜI VÀ CUNG CẤP VIỆC XEM XÉT ĐỊNH KỲ HIẾN CHƯƠNG:

"MỤC 7.01 - QUẢN LÝ THÀNH PHỐ

A. Bổ Nhiệm và Tình Trạng Hội Đủ Điều Kiện

Hội Đồng sẽ bổ nhiệm một viên chức hành chính và điều hành của Thành Phố là người sẽ chịu trách nhiệm đối với Hội Đồng về việc quản lý tất cả các vấn đề của Thành Phố. Người này sẽ được chọn bởi Hội Đồng chỉ trên cơ sở đào tạo, kinh nghiệm và năng lực điều hành và hành chính của người đó. Không có thành viên nào của Hội Đồng, trong thời gian được bầu chọn và một năm sau đó, được bổ nhiệm làm Quản Lý Thành Phố.

B. Nhiệm kỳ và Lương:

- (1) Quản Lý Thành Phố sẽ được bổ nhiệm với một nhiệm kỳ không vượt quá hai năm bởi việc bổ nhiệm theo đa số phiếu bầu sẽ được bảo đảm thông qua một thỏa thuận hợp đồng rõ ràng bảo vệ các quyền của cả Hội Đồng và Quản Lý Thành Phố.
- (2) Quản Lý Thành Phố sẽ nhận được thù lao như có thể được Hội Đồng Quyết định.

C. Nhiệm vụ của Quản Lý Thành Phố. Quản Lý Thành Phố sẽ:

- (1) Chịu trách nhiệm đối với Hội Đồng về việc quản lý hiệu quả và kinh tế của Chính Quyền Thành Phố. Quản Lý Thành Phố có thẩm quyền, với sự chấp thuận của Hội Đồng, bổ nhiệm và bãi miễn tất cả các trưởng phòng. Quản Lý Thành Phố có thẩm quyền bổ nhiệm và bãi miễn tất cả các nhân viên trong bộ phận hành chính của Thành Phố. Quản Lý Thành Phố có thể ủy quyền cho trưởng phòng để bổ nhiệm và bãi miễn nhân viên cấp dưới trong phòng ban tương ứng của trưởng phòng đó. Trừ mục đích tìm hiểu thông tin, Hội Đồng và các thành viên của Hội Đồng sẽ xử lý các dịch vụ hành chính chỉ thông qua Quản Lý Thành Phố.

- (2) Chuẩn bị ngân quỹ hàng năm và đệ trình ngân quỹ lên Hội Đồng và chịu trách nhiệm về việc quản lý ngân quỹ sau khi thông qua.
- (3) Chuẩn bị và đệ trình lên Hội Đồng, tính đến hết năm tài chính, một báo cáo hoàn chỉnh về các hoạt động tài chính và hành chính của Thành Phố cho năm trước đó.
- (4) Giữ cho Hội Đồng được tư vấn về điều kiện tài chính và nhu cầu tương lai của Thành Phố và đưa ra các kiến nghị như có thể cần thiết.
- (5) Thực hiện các nhiệm vụ như có thể được quy định bởi Hiến Chương này hoặc có thể được Hội Đồng yêu cầu không trái ngược với Hiến Chương này.
- (6) Chuẩn bị một báo cáo bằng văn bản gửi Hội Đồng, đầu tiên trong năm 2019, liên quan đến nhu cầu tu chính Hiến Chương Thành Phố, với sự chú ý đặc biệt đến sự xung đột, nếu có, giữa Hiến Chương và luật pháp tiểu bang và kiến nghị các tu chính đối với Hiến Chương như có thể được cho là cần thiết vì lý do pháp lý, hành chính hoặc lý do khác."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 16

TU CHÍNH HIẾN CHƯƠNG ĐỂ BÃI BỎ CÁC YÊU CẦU LỖI THỜI:

"MỤC 7.03- SỞ CẢNH SÁT

Một Sở Cảnh Sát được thiết lập nhằm duy trì trật tự, đấu tranh bảo đảm sự an toàn của người dân, ngăn chặn bạo lực và bảo vệ tính mạng và tài sản khỏi thương vong và mất mát trong phạm vi giới hạn và thẩm quyền cho phép của Thành Phố.

A. Cảnh Sát Trưởng

Cảnh Sát Trưởng là viên chức cao cấp của Sở Cảnh Sát. Giám Đốc Sở Cứu Hỏa được bổ nhiệm bởi Quản Lý Thành Phố, với sự chấp thuận của Hội Đồng, cho một nhiệm kỳ không xác định. Với sự chấp thuận của Quản Lý Thành Phố, Cảnh Sát Trưởng bổ nhiệm và bãi miễn các nhân viên của Sở Cảnh Sát. Cảnh Sát Trưởng chịu trách nhiệm trước Quản Lý Thành Phố đối với việc quản lý Sở Cảnh Sát và việc thực hiện các nhiệm vụ và chỉ thị được thiết lập của Hội Đồng.

B. Duy Trì Cảnh Sát

Trưởng Cảnh Sát có thể bổ nhiệm hoặc bãi miễn "Duy Trì Các Viên Chức Cảnh Sát" chiếu theo các hướng dẫn được xây dựng bởi Hội Đồng. Không có người nào khác, trừ trường hợp được quy định khác đi bởi luật pháp của Tiểu Bang Texas, sẽ hành động là "cảnh sát đặc biệt" trong phạm vi Thành Phố."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 17

TU CHÍNH HIẾN CHƯƠNG ĐỀ BÀI BỎ NGÔN NGỮ VÀ CÁC YÊU CẦU LỖI THỜI:

"MỤC 7.04 - THƯ KÝ THÀNH PHỐ

Sẽ có một Thư Ký Thành Phố cho Thành Phố. Quản Lý Thành Phố, với sự chấp thuận của Hội Đồng, sẽ bổ nhiệm một Thư Ký Thành Phố và các phụ tá như Hội Đồng có thể cho là cần thiết. Thư Ký Thành Phố hoặc một Phụ Tá Thư Ký Thành Phố, sẽ đưa ra thông báo về các cuộc họp Hội Đồng, sẽ lưu giữ biên bản tiến hành các cuộc họp đó, và sẽ xác thực bởi chữ ký và hồ sơ đầy đủ trong một cuốn sổ được lưu giữ và phân mục cho mục đích, tất cả các sắc lệnh và nghị quyết, và sẽ thực hiện các nhiệm vụ khác được giao bởi Quản Lý Thành Phố và những người khác được quy định trong Hiến Chương này và luật pháp của Tiểu Bang Texas."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 18

TU CHÍNH HIẾN CHƯƠNG ĐỀ BÀI BỎ NGÔN NGỮ VÀ CÁC YÊU CẦU LỖI THỜI:

"MỤC 7.05 - GIÁM ĐỐC TÀI CHÍNH

Sẽ có một Giám Đốc Tài Chính cho Thành Phố. Quản Lý Thành Phố, với sự chấp thuận của Hội Đồng, sẽ bổ nhiệm một Giám Đốc Tài Chính và các phụ tá như Hội Đồng có thể cho là cần thiết. Giám Đốc Tài Chính sẽ thực hiện các nhiệm vụ được Quản Lý Thành Phố giao cho và những người mà có thể giao nhiệm vụ theo quy định của luật pháp Texas.

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 19

TU CHÍNH HIỆN CHƯƠNG ĐỂ BÃI BỎ YÊU CẦU LỖI THỜI: XÓA TOÀN BỘ "MỤC 7.06 -SỞ THUẾ

Sẽ thành lập và duy trì một Sở Thuế để thu thuế cho Thành Phố. Quản Lý Thành Phố sẽ bổ nhiệm một Giám Định Viên/Viên Chức Thu Thuế để quản lý sở nói trên.

Giám Định Viên/Viên Chức Thu Thuế sẽ thực hiện các nhiệm vụ được Quản Lý Thành Phố giao cho. Vào cuối mỗi ngày làm việc, Giám Định Viên/Viên Chức Thu Thuế sẽ nộp cho Thủ Quỹ Thành Phố tất cả các khoản tiền thu được. Vào cuối mỗi tháng, Giám Định Viên/Viên Chức Thu Thuế sẽ nộp một báo cáo bằng văn bản cho Quản Lý Thành Phố về tất cả các khoản tiền đã thu và đã nộp. Các nhiệm vụ của Thư Ký Thành Phố, Thủ Quỹ Thành Phố và Giám Định Viên/Viên Chức Thu Thuế có thể do cùng một cá nhân thực hiện."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 20

TU CHÍNH HIỆN CHƯƠNG ĐỂ BÃI BỎ CÁC YÊU CẦU LỖI THỜI:

"MỤC 7.07 -SỞ CỨU HỎA THÀNH PHỐ

Sở Cứu Hỏa Thành Phố được thành lập để bảo vệ chung khỏi hỏa hoạn cho các cư dân của Thành Phố, để giáo dục và thực thi việc phòng ngừa hỏa hoạn, để cứu hộ và cứu nạn, và để phục vụ các hoạt động liên quan khác như có thể được Hội Đồng chỉ định. Sở gồm các thành viên toàn thời gian, bán thời gian và tình nguyện viên hoặc bất kỳ hình thức kết hợp nào. Tất cả các thành viên sẽ thực hiện chức năng theo Hướng Dẫn Vận Hành Tiêu Chuẩn của Sở Cảnh Sát.

A. Giám Đốc Sở Cứu Hỏa

Giám Đốc Sở Cứu Hỏa là viên chức cao cấp của Sở Cứu Hỏa. Giám Đốc Sở Cứu Hỏa được bổ nhiệm bởi Quản Lý Thành Phố, với sự chấp thuận của Hội Đồng, cho một nhiệm kỳ không xác định. Với sự chấp thuận của Quản Lý Thành Phố, Giám Đốc Sở Cứu Hỏa bổ nhiệm và bãi miễn các nhân viên của Sở Cứu Hỏa. Giám Đốc Sở Cứu Hỏa chịu trách nhiệm trước Quản Lý Thành Phố đối với việc quản lý Sở Cứu Hỏa và việc thực hiện các

nhệm vụ và chỉ thị được thiết lập của Hội Đồng.

B. Trưởng Sở Cứu Hỏa

Một Trưởng Sở Cứu Hỏa sẽ được lựa chọn bởi Giám Đốc Sở Cứu Hỏa, với sự chấp thuận của Quản Lý Thành Phố và sẽ chịu trách nhiệm thi hành các Bộ Luật Cứu Hỏa Thành Phố và các chức năng khác như có thể được Giám Đốc Sở Cứu Hỏa chỉ định. Trưởng Sở Cứu Hỏa là một thành viên của nhân viên tư lệnh của Sở Cứu Hỏa và Trưởng Sở Cứu Hỏa có thể được bãi miễn khỏi chức vụ bởi Giám Đốc Sở Cứu Hỏa với sự chấp thuận của Quản Lý Thành Phố.

C. Các Thỏa Thuận Hỗ Trợ Chung với các Sở Cứu Hỏa khác.

Phụ thuộc vào sự chấp thuận của Hội Đồng, Sở Cứu Hỏa có thể ký kết các thỏa thuận liên địa phương và chung với các sở cứu hỏa khác trong khu vực theo đó cung cấp và nhận được sự hỗ trợ trong tình huống khẩn cấp."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 21

TU CHÍNH HIẾN CHƯƠNG ĐỂ BÃI BỎ CÁC YÊU CẦU LỖI THỜI:

"MỤC 7.09-TÒA ÁN THÀNH PHỐ

Một Tòa án sẽ được thành lập và duy trì được chỉ định là "Tòa Án Thành Phố" để xét xử các khinh tội với tất cả thẩm quyền và nhiệm vụ như hiện nay hoặc sau này có thể được quy định bởi luật pháp của Tiểu Bang Texas liên quan đến Tòa Án Thành Phố hoặc Quan Tòa.

- A. Thẩm Phán của Tòa Án nói trên sẽ được Hội Đồng bổ nhiệm và phải là một luật sư được cấp phép và sẽ nhận được lương như có thể được Hội Đồng ấn định. Thẩm phán của Tòa Án nói trên sẽ nắm giữ chức vụ thỏa mãn yêu cầu của Hội Đồng.
- B. Thư Ký của Tòa Án nói trên và các phụ tá thư ký có thẩm quyền quản lý các tuyên thệ và chứng thệ, thực hiện xác nhận, đóng con dấu của Tòa Án nói trên vào các văn bản đó và thường làm và thực hiện bất kỳ và tất cả các hành động thông thường và cần thiết bởi Thư Ký của Tòa Án trong quá trình ban hành của các tòa án và thực hiện các công việc của tòa án.
- C. Hội Đồng sẽ bổ nhiệm các luật sư được cấp phép khác để làm Thẩm Phán Tạm Thời của Tòa Án nói trên trong trường hợp mất khả năng hoặc vắng mặt của

Thẩm Phán Tòa Án Thành Phố. Lương của các Thẩm Phán Tạm Thời sẽ do Hội Đồng ấn định.

- E. Một Thẩm Phán Thành Phố sẽ không nắm giữ chức vụ khác hoặc công việc khác của Thành Phố trong suốt nhiệm kỳ mà Thẩm Phán Thành Phố đó được Hội Đồng bổ nhiệm. Nếu một người phục vụ với tư cách là Thẩm Phán Thành Phố trở thành một ứng cử viên trong một cuộc bầu cử của Thành Phố, người đó phải từ nhiệm vị trí của mình với tư cách là Thẩm Phán Thành Phố sau cuộc bầu cử vào một Chức Vụ Thành Phố.
- E. Thị Trưởng sẽ phục vụ với tư cách là Thẩm Phán của Tòa Án Thành Phố khi Thẩm Phán Thành Phố hoặc những người thay thế vắng mặt."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỞ 22

TU CHÍNH HIẾN CHƯƠNG ĐỀ BÀI BỎ CÁC YÊU CẦU LỖI THỜI:

"MỤC 7.10- SỞ Y TẾ

Nhằm đảm bảo các tiêu chuẩn chất lượng y tế và vệ sinh cao cho Thành Phố, Thành Phố sử dụng và tuân theo tất cả các quy chế và quy định về tiêu chuẩn y tế và vệ sinh được đề ra, yêu cầu và điều chỉnh bởi Sở Y Tế Quận Harris và Sở Y Tế Tiểu Bang."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỞ 23

TU CHÍNH HIẾN CHƯƠNG ĐỀ THÀNH LẬP MỘT SỞ PHÁT TRIỂN CỘNG ĐỒNG:

"MỤC 7.12-SỞ PHÁT TRIỂN CỘNG ĐỒNG

Sẽ có một Giám Đốc của Sở Phát Triển Cộng Đồng cho Thành Phố. Quản Lý Thành Phố, với sự chấp thuận của Hội Đồng, sẽ bổ nhiệm một Giám Đốc Phát Triển Cộng Đồng và các phụ tá như Hội Đồng có thể cho là cần thiết. Giám Đốc của Sở Phát Triển Cộng Đồng sẽ giám các quá trình phát triển của thành phố, bao gồm việc quy hoạch và phân vùng, kỹ thuật, thực thi bộ luật và kiểm tra và thực hiện các nhiệm vụ khác được giao bởi Quản Lý Thành Phố và những người khác được quy định trong Hiến Chương này và luật

pháp của Tiểu Bang Texas."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 24

TU CHÍNH HIẾN CHƯƠNG ĐỂ BÃI BỎ CÁC YÊU CẦU LỖI THỜI:

XÓA TOÀN BỘ "MỤC 7.13 -SỞ CÔNG VIÊN, GIẢI TRÍ VÀ CẢNH QUAN

Hội Đồng sẽ bổ nhiệm một Ban Cố Vấn về Công Viên, Giải Trí và Cảnh Quan. Ban Cố Vấn sẽ xem xét các chương trình giải trí, cơ sở vật chất công viên và cảnh quan của Thành Phố và sẽ bàn thảo với Quản Lý Thành Phố và cố vấn cho Quản Lý Thành Phố về việc phát triển và sử dụng các chương trình công viên, giải trí của Thành Phố và chương trình cảnh quan của Thành Phố. Ban Cố Vấn sẽ đề xuất lên Hội Đồng các quy định về sử dụng các công viên, sân chơi công cộng và cơ sở giải trí phù hợp với các sắc lệnh của Thành Phố và quy định của Tiểu Bang Texas và các chương trình phù hợp về cảnh quan của Thành Phố."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 25

TU CHÍNH HIẾN CHƯƠNG ĐỂ BÃI BỎ CÁC YÊU CẦU LỖI THỜI:

"MỤC 8.02-NGÂN QUỸ VÀ HỒ SƠ CÔNG CỘNG

Ngân quỹ và tất cả các phụ lục kèm theo sẽ được nộp cho người thực hiện các nhiệm vụ của Thư Ký Thành Phố và sẽ được đệ trình lên Hội Đồng. Các bản sao của ngân quỹ và chương trình vốn, đã được thông qua, sẽ là các hồ sơ công cộng và sẽ được cung cấp cho công chúng tại các địa điểm phù hợp trong Thành Phố bao gồm Tòa Thị Chính và hai địa điểm công cộng khác trong phạm vi chung của Thành Phố.

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 26

TU CHÍNH HIẾN CHƯƠNG ĐỂ BÃI BỎ CÁC YÊU CẦU LỖI THỜI:

"MỤC 8.11- NGÀY HIỆU LỰC CỦA NGÂN QUỸ; GIẤY CHỨNG NHẬN; BẢN SAO ĐƯỢC CUNG CẤP

Sau khi được thông qua lần cuối cùng, ngân quỹ sẽ có hiệu lực trong năm tài chính. Một bản sao của ngân quỹ được thông qua lần cuối cùng sẽ được nộp cho người thực hiện các nhiệm vụ của Thư Ký Thành Phố và Thư Ký Quận Hạt của Quận Harris. Các bản sao của ngân quỹ sẽ được niêm yết tại văn phòng của Thư Ký Thành Phố và hai địa điểm công cộng khác trong phạm vi chung của Thành Phố. Công chúng có thể nhận các bản sao của ngân quỹ tại Tòa Thị Chính."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 27

TU CHÍNH HIẾN CHƯƠNG ĐỂ BÃI BỎ CÁC YÊU CẦU QUÁ HẠN VÀ NGÔN NGỮ:

"MỤC 8.17- GIẢI NGÂN NGÂN QUỸ

Tất cả các séc, hóa đơn hoặc trát đề rút tiền từ Ngân Khố Thành Phố sẽ được ký bởi Quản Lý Thành Phố và đồng thời được ký bởi Thư Ký Thành Phố hoặc Giám Đốc Tài Chính. Khi Quản Lý Thành Phố vắng mặt thì Thị Trưởng hoặc Thị Trưởng Tạm Thời khi Thị Trưởng vắng mặt, có thể ký."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 28

TU CHÍNH HIẾN CHƯƠNG ĐỂ BÃI BỎ CÁC YÊU CẦU LỖI THỜI:

"MỤC 8.20- THUẾ, KHI ĐẾN HẠN VÀ PHẢI NỘP

Tất cả các khoản thuế đến hạn đối với Thành Phố sẽ phải nộp khi nhận được hóa đơn thuế và sẽ được xem là không nộp đúng kỳ hạn nếu không được nộp trước ngày 1 tháng Hai của năm sau năm thuế được tính. Việc trì hoãn bất kỳ ngày nộp thuế không đúng hạn nào và số tiền phạt, tiền lãi và chi phí được tính đối với các khoản thuế nộp không đúng hạn

sẽ chiếu theo các sắc lệnh hiện hành của Thành Phố và Bộ Luật Thuế Tài Sản của Tiểu Bang Texas."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 29

TU CHÍNH HIỆN CHƯƠNG ĐỂ BÃI BỎ CÁC YÊU CẦU LỖI THỜI:

"MỤC 8.21- QUYỀN CẦM GIỮ THUẾ

- A. Một quyền cầm giữ đặc biệt vì lợi ích của Thành Phố theo đây được xác lập đối với tất cả tài sản thực tế, cá nhân và hồ hợp trong Thành Phố đối với tất cả các khoản thuế chưa nộp. Ưu tiên của quyền cầm giữ nói trên sẽ được quyết định chiếu theo luật pháp tiểu bang.
- B. Tất cả các thủ tục tịch biên và kê biên sẽ được tiến hành chiếu theo bộ luật thuế tài sản Tiểu Bang."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 30

TU CHÍNH HIỆN CHƯƠNG ĐỂ BÃI BỎ NGÔN NGỮ LỖI THỜI VÀ PHẢN ÁNH THỰC TRẠNG:

"MỤC 8.24- KIỂM TOÁN ĐỘC LẬP

Trước khi kết thúc mỗi năm tài chính, Hội Đồng sẽ chỉ định một kế toán viên được chứng nhận, là người được Tiểu Bang Texas cấp phép, để thực hiện kiểm toán độc lập sổ sách kế toán và các bằng chứng khác về các giao dịch tài chính của chính quyền Thành Phố và đệ trình một báo cáo lên Hội Đồng trong vòng một trăm tám mươi (180) ngày kể từ ngày kết thúc năm tài chính của Thành Phố. Thông báo theo đây được đưa ra bằng cách đăng trên tờ báo chính thức của Thành Phố rằng kiểm toán hàng năm được lưu giữ tại Tòa Thị Chính để kiểm tra.

Kế toán viên đó không được có lợi ích cá nhân, trực tiếp hay gián tiếp, trong các công việc tài chính của chính quyền Thành Phố. Kế toán viên không được duy trì bất kỳ sổ sách kế toán hoặc hồ sơ nào của công việc của Thành Phố, nhưng trong phạm vi chi tiết được Hội Đồng chấp thuận, sẽ hậu kiểm toán sổ sách và hồ sơ được lưu giữ bởi Giám

Độc Tài Chính và bất kỳ sổ sách kế toán riêng rẽ hoặc hỗ trợ nào được lưu giữ bởi bất kỳ văn phòng, sở hoặc cơ quan nào của Thành Phố."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 31

TU CHÍNH HIỂN CHƯƠNG ĐỂ BÃI BỎ NGÔN NGỮ LỖI THỜI, TUÂN THỦ LUẬT PHÁP TIỂU BANG VÀ LIÊN BANG VÀ PHẢN ÁNH THỰC TRẠNG:

"MỤC 9.01- THẨM QUYỀN CẤP ĐẶC QUYỀN KINH DOANH

Hội đồng có thẩm quyền thông qua sắc lệnh để cấp, tu chính, gia hạn và mở rộng tất cả các đặc quyền kinh doanh của tất cả các tiện ích công cộng thuộc mọi loại hình hoạt động với Thành Phố. Tất cả các sắc lệnh cấp, tu chính, gia hạn hoặc mở rộng đặc quyền kinh doanh đối với các tiện ích công cộng sẽ được điều chỉnh bởi các thủ tục được thiết lập tại Mục 6.14. Không có đặc quyền kinh doanh tiện ích công cộng nào sẽ được cấp trong một kỳ hạn trên hai mươi (20) năm, cũng như không được chuyển nhượng trừ trường hợp với sự chấp thuận của Hội Đồng được nêu rõ theo sắc lệnh."

____ THÔNG QUA

____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 32

TU CHÍNH HIỂN CHƯƠNG ĐỂ BÃI BỎ NGÔN NGỮ LỖI THỜI, TUÂN THỦ LUẬT PHÁP TIỂU BANG VÀ LIÊN BANG VÀ PHẢN ÁNH THỰC TRẠNG:

"MỤC 9.08- QUY ĐỊNH VỀ MỨC GIÁ VÀ TIỆN ÍCH

Hội Đồng có đầy đủ thẩm quyền, sau khi thông báo và điều trần, để quy định theo sắc lệnh, phụ thuộc vào pháp luật Liên Bang và Tiểu Bang, mức giá của mọi tiện ích công cộng hoạt động trong Thành Phố với điều kiện rằng không có sắc lệnh nào như vậy sẽ được thông qua như một biện pháp khẩn cấp. Thành Phố có thẩm quyền thuê mướn, bằng chi phí của Người Thụ Hưởng, hỗ trợ chuyên môn và cố vấn để xác định mức giá hợp lý và lợi nhuận công bằng của Người Thụ Hưởng. Hiến Chương này không bãi bỏ bất kỳ Sắc Lệnh Thành Phố hiện tại nào mà đã từ bỏ quyền quy định mức giá của Thành Phố đối với Ban Tiện Ích Công Cộng của Tiểu Bang Texas."

____ THÔNG QUA

_____ KHÔNG THÔNG QUA

TU CHÍNH SỐ 33

TU CHÍNH HIẾN CHƯƠNG ĐỂ BÃI BỎ CÁC YÊU CẦU LỖI THỜI:

"MỤC 10.01- ỦY BAN QUY HOẠCH VÀ PHÂN VÙNG

Hội Đồng sẽ chỉ định một Ban Quy Hoạch và Phân Vùng Thành Phố, gồm năm (5) thành viên, là những cư dân của Thành Phố nhưng không phải là nhân viên của Thành Phố.

A. Nhiệm Kỳ

Các thành viên của Ban sẽ được bổ nhiệm với các nhiệm kỳ so le ba (3) năm.

B. Quy Định Thủ Tục

Hàng năm Ban sẽ chọn một (1) thành viên làm Chủ Tịch và sẽ thiết lập các quy định riêng về thủ tục bao gồm những nội dung sau: Số người tối thiểu theo quy định gồm đa số thành viên của Ban và một phiếu thuận của đa số những người có mặt là cần thiết để thông qua các vấn đề chưa được thông qua. Tất cả các cuộc họp sẽ công khai cho công chúng và một ghi chép về tất cả các thủ tục sẽ được duy trì bởi người thực hiện các nhiệm vụ của Thư Ký Thành Phố và sẽ là một hồ sơ công cộng.

C. Các vị trí trống

Các thành viên của Ban phải tích cực tham gia vào các hoạt động của Ban và bất kỳ thành viên nào vắng mặt từ ba (3) cuộc họp liên tiếp của Ban mà không có lý do hợp lệ như được Ban xác định sẽ tự động bị mất tư cách thành viên. Ban sẽ ngay lập tức thông báo cho Hội Đồng rằng đang có một vị trí trống trong Ban.

Các vị trí trống xảy ra trong Ban, vì bất kỳ lý do nào, sẽ được nắm giữ trong vòng ba mươi (30) ngày bằng việc bổ nhiệm của Hội Đồng cho thời gian còn lại của nhiệm kỳ chưa hết hạn.

D. Thẩm Quyền và Nhiệm Vụ

Ban có thẩm quyền và được yêu cầu:

- (1) Đề xuất lên Hội Đồng các tu chính, gia hạn và bổ sung cho Kế Hoạch Tổng Thể về phát triển cơ sở vật chất của Thành Phố.
- (2) Đề xuất lên Hội Đồng chấp thuận hoặc không chấp thuận sơ đồ các bộ phận dự kiến được đệ trình chiếu theo sắc lệnh của Thành Phố như đã được thông qua hoặc sau đó được tu chính.
- (3) Đề xuất lên Hội Đồng các kế hoạch giải phóng mặt bằng và xây dựng lại

các khu vực ổ chuột và các khu vực bị hủy hoại có thể phát triển trong phạm vi Thành Phố.

- (4) Đề xuất lên Hội Đồng tu chính, gia hạn và sửa đổi Bộ Luật Xây Dựng, bộ luật gồm các tiêu chuẩn tối thiểu về xây dựng đối với tòa nhà, các tiêu chuẩn tối thiểu về cấp nước và các tiêu chuẩn tối thiểu về thiết bị điện và cơ khí.
- (5) Hàng năm đệ trình lên Quản Lý Thành Phố, không ít hơn chín mươi (90) ngày trước khi bắt đầu năm ngân quỹ, một danh sách các đề xuất về cải thiện vốn mà, theo ý kiến của Ban, là cần thiết hoặc nên xây dựng trong năm (5) năm tiếp theo. Danh sách đó sẽ được sắp xếp theo thứ tự ưu tiên, với các đề xuất liên quan đến các dự án được xây dựng trong năm đó.
- (6) Họp không ít hơn một lần mỗi quý, các cuộc họp sẽ được tổ chức tại Tòa Thị Chính trừ khi thông báo trước về thay đổi địa điểm họp được đưa ra bằng cách đăng trên một tờ báo được lưu hành chung trong Thành Phố.
- (7) Hoạt động theo hướng dẫn về thẩm quyền được trao bởi Quy Định Dân Sự của Tiểu Bang Texas.

E. Đại Diện cho Hội Đồng Thành Phố

Quản Lý Thành Phố hoặc đại diện của Quản Lý Thành Phố sẽ tham dự các cuộc họp của Ban và sẽ làm đại diện giữa Ban và Hội Đồng."

___ THÔNG QUA

___ KHÔNG THÔNG QUA

TU CHÍNH SỐ 34

TU CHÍNH HIẾN CHƯƠNG ĐỂ TUÂN THỦ LUẬT PHÁP TIỂU BANG VÀ LIÊN BANG:

"MỤC 11.08 -CUỘC BẦU CỬ SẼ ĐƯỢC TRIỆU TẬP

Nếu viên chức được yêu cầu bãi miễn không từ nhiệm thì Hội Đồng có trách nhiệm yêu cầu một cuộc bầu cử và ấn định ngày tổ chức cuộc bầu cử lại đó chiếu theo luật pháp Tiểu Bang.

___ THÔNG QUA

___ KHÔNG THÔNG QUA

Mục 6.0. Công Bố; Ngày Hiệu Lực: Các Cuộc Họp Công Khai.

Thư Ký Thành Phố Tomball, Texas theo đây được chỉ thị công bố Sắc Lệnh này trên tờ báo chính thức của Thành Phố Tomball, Texas, chiếu theo các điều khoản của Mục 6.14(a) của Hiến Chương Thành Phố, việc công bố đó sẽ đầy đủ nếu có chứa chú thích của Sắc Lệnh này. Sắc Lệnh này sẽ có hiệu lực sau khi yêu cầu công bố của Hiến Chương Thành Phố được thỏa mãn.

Theo đây phát hiện và xác định rằng các cuộc họp tại đó Sắc Lệnh này đã được xem xét được công khai cho công chúng, như được yêu cầu bởi Bộ Luật Chính Quyền Địa Phương 551, và rằng thông báo công khai trước về thời gian, địa điểm và mục đích của cuộc họp nói trên được đưa ra.

Mục 7.0 Vô Hiệu Từng Phần. Trong trường hợp bất kỳ mục, đoạn, phân đoạn, điều, cụm từ, điều khoản, câu hoặc phần nào của Sắc Lệnh này hoặc việc áp dụng mục, đoạn, phân đoạn, điều, cụm từ, điều khoản, câu hoặc phần đó đối với bất kỳ người hoặc trường hợp nào sẽ vì bất kỳ lý do nào được phán xét là vô hiệu hoặc trái pháp luật bởi một tòa án có thẩm quyền phân xử, điều đó sẽ không ảnh hưởng, làm suy yếu hoặc mất hiệu lực Sắc Lệnh này xét tổng thể hoặc bất kỳ phần nào của điều khoản của Sắc Lệnh này ngoại trừ phần được tuyên bố là vô hiệu hoặc trái pháp luật, và Hội Đồng Thành Phố của Thành Phố Tomball, Texas tuyên bố rằng lẽ ra đã thông qua từng và mỗi phần của Sắc Lệnh không phụ thuộc vào việc bỏ qua bất kỳ phần nào được tuyên bố là vô hiệu hoặc trái pháp luật hoặc dù là có một hoặc nhiều phần hay không.

Mục 8.0 Quyền và Biện Pháp Khắc Phục; Bãi Bỏ

Tất cả các quyền và biện pháp khắc phục đã tích dồn ủng hộ Thành Phố sẽ và đang được duy trì vì lợi ích của Thành Phố. Tất cả sắc lệnh có hiệu lực khi Sắc Lệnh này trở nên có hiệu lực và các sắc lệnh trái ngược hoặc xung đột với Sắc Lệnh theo đây được bãi bỏ chừng nào các sắc lệnh nói trên trái ngược hoặc xung đột với Sắc Lệnh này.

Mục 9.0 Bỏ phiếu tại cuộc bầu cử sẽ là lá phiếu bằng giấy. Lá phiếu bằng giấy sẽ được in trên đó các kế hoạch đề nghị được nêu trên đây, và lá phiếu sẽ được chuẩn bị để một cử tri có thể phê chuẩn hoặc phản đối từng kế hoạch đề nghị đó.

Mục 10.0 Sắc lệnh này sẽ cấu thành lệnh bầu cử cho cuộc bầu cử tu chính hiến chương, và sắc lệnh cũng cấu thành thông báo cho cuộc bầu cử đó. Thư Ký Thành Phố theo đây được ủy quyền và chỉ thị yêu cầu thông báo cuộc bầu cử nói trên sẽ được đưa ra chiếu theo các điều khoản và quy định của Bộ Luật Tuyển Cử, như được tu chính, và Mục 9.004 của Bộ Luật Chính Quyền Địa Phương Texas, như được tu chính.

ĐỌC LẦN THỨ NHẤT:

ĐÃ ĐỌC, THÔNG QUA VÀ PHÊ CHUẨN NHƯ ĐƯỢC NÊU DƯỚI ĐÂY TẠI CUỘC HỌP CỦA HỘI ĐỒNG THÀNH PHỐ TOMBALL, ĐƯỢC TỔ CHỨC VÀO NGÀY 20 THÁNG MỘT, 2014.

ỦY VIÊN HỘI ĐỒNG HUDGENS	<u>AYE</u>
ỦY VIÊN HỘI ĐỒNG STOLL	<u>AYE</u>
ỦY VIÊN HỘI ĐỒNG TOWNSEND	<u>AYE</u>
ỦY VIÊN HỘI ĐỒNG DODSON	<u>AYE</u>

ĐỌC LẦN THỨ HAI:

ĐÃ ĐỌC, THÔNG QUA VÀ PHÊ CHUẨN NHƯ ĐƯỢC NÊU DƯỚI ĐÂY TẠI CUỘC HỌP CỦA HỘI ĐỒNG THÀNH PHỐ TOMBALL, ĐƯỢC TỔ CHỨC VÀO NGÀY 3 THÁNG HAI, 2014.

ỦY VIÊN HỘI ĐỒNG HUDGENS	_____
ỦY VIÊN HỘI ĐỒNG STOLL	_____
ỦY VIÊN HỘI ĐỒNG TOWNSEND	_____
ỦY VIÊN HỘI ĐỒNG DODSON	_____

GRETCHEN FAGAN, THỊ TRƯỞNG

CHỨNG THỰC:

DORIS SPEER, Thư Ký Thành Phố

TEXAS州TOMBALL市第2014-01R號法令

茲定於2014年5月10日在TOMBALL市舉行特別選舉，藉此向TEXAS州TOMBALL市合資格選民呈交關於現行市憲章的提議修正案；就將於上述選舉中接受投票表決的提議修正案作出說明；為上述選舉指定投票地點並任命選舉官員；規定上述選舉之選票樣式並就發出選舉通知作出指示；將其他條款納入TEXAS州選舉法；就發佈本法令之提要作出指示；查實審閱本法令之會議是否按法律要求向公眾開放；就相抵觸法令的分割性與廢止作出規定；以及規定本法令的生效日期

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鑒於，Texas州選舉法規定2014年5月10日為Tomball市例行選舉日；

鑒於，Tomball市自治憲章第3.02條規定，憲章之修正與修正案之呈交選民必須依照地方政府法第9.001條和9.004條進行；故此，TEXAS州TOMBALL市市議會現命令如下：

第1.0條： 特別選舉應於2014年5月10日在TEXAS州TOMBALL市舉行，藉此呈交Tomball市自治憲章之提議修正案以供Tomball市合資格居民選民投票表決。

第2.0條： 本選舉應在Tomball市的市政廳舉行，且整個Tomball市應構成一選區。現任命以下人士為負責執行本選舉的選舉官員：

首席選舉法官：Mary Coats

後補選舉法官：Patsy Kinsey

第3.0條： 本選舉應按照Texas州憲法與法律的規定舉行，且僅 Tomball市 合資格居民選民可參與投票。

第4.0條： 關於本選舉的通知應按照Texas州選舉法與地方政府法的規定發出。

第5.0條： 現授權並指示市政秘書根據法律規定發出關於本選舉的通知。

正式選票應載有以下關於TEXAS州TOMBALL市市憲章的提議修正案，且應規定選民就批准或否決以下分別詳述之修正案而做出表決：

提議修正案：

修正案1

關於刪除過時規定的憲章修正案

刪除整個「第1.05條-預算的延續

已通過的本市1986年10月1日至1987年9月30日財年預算應成為本年度的預算。」

____ 批准

____ 否決

修正案2

關於刪除過時規定的憲章修正案

刪除整個「第1.06條-臨時市政府

在本憲章通過時擔任民選公職的人士應繼續留任其已當選公職。此後，市議會與市長應依照第VI條第6.02款的規定而當選。在本憲章通過時擔任任命職位的人士，若其職位被本憲章予以保留，則可在其任命任期內繼續留任其職位，除非遭議會免職或以本憲章規定的其他方式予以免職。在本憲章生效之日擔任民選公職的人士，若其職位由本憲章改為任命職位，則應在其當選任期內繼續留任其職位。」

____ 批准

____ 否決

修正案3

關於刪除過時規定的憲章修正案

刪除整個「第1.07條-臨時選舉程序

為確保任期由兩（2）年有序過渡至三（3）年，以下計劃將予以執行：

民選公職任期內的人士將繼續留任。在緊隨憲章選舉后的下一次例行議會會議上，三（3）位任期將於1987年4月期滿的市議員將抽籤選取任期為三（3）年的職位1與職位5以及任期為兩（2）年的職位3，且抽選方式不得違反Texas州法律。任期剩餘一（1）年的現任議員將在同日舉行的單獨抽籤中抽選職位2與職位4。自1988年5月起，上述職位的任期將定為三（3）年。

若議員尋求連任，則必須競選其抽選的職位編號。

在本憲章通過后的第一（1）個選舉年，擔任職位1、職位3與職位5的議員應依照上述方式於1987年4月的第一（1）個週六選舉產生。

在本憲章通過后的第二（2）個選舉年，擔任職位2與職位4的議員應按三（3）年任期於1988年5月的第三（3）個週六選舉產生。市長應按兩（2）年任期於同日選舉產生。

在本憲章通過后的第三（3）個選舉年，擔任職位3的議員應按三（3）年任期於1989年5月的第三（3）個週六選舉產生。

在本憲章通過后的第四（4）個選舉年，市長應按兩（2）年任期於1990年5月的第三（3）個週六選舉產生。擔任職位1與職位5的議員應按照三（3）年任期於同日選舉產生。

在本憲章通過后的第五（5）個選舉年，職位2與職位4應按三（3）年任期於1991年5月的第三（3）個週六選舉產生。

在本憲章通過后的第六（6）個選舉年，擔任職位3的議員與市長應按三（3）年任期於1992年5月的第三（3）個週六選舉產生。

任期過渡計劃將隨之完成，此後，擔任市長與議會職位的六（6）人中每年均有兩（2）人進行改選。」

____ 批准

____ 否決

修正案4

關於刪除過時規定的憲章修正案

刪除整個「第1.09條-向選民呈交本憲章

憲章委員會在製備本憲章時認定，將各主題單獨列出以供選民分別投以讚成或反對票並非切實可行，考慮到憲章的訂立方式，為確保憲章能夠發揮效力與作用，必須將其作為整體來投票通過。

為此，憲章委員會指示，憲章應作為整體接受投票表決，並應於1987年1月17日的選舉中呈交本市合資格選民。議會應至少先於該選舉30天前指示市政秘書向載於最

新登記選民確認名單上的每位本市合資格選民郵寄一份本憲章的副本。
若多數合資格選民在上述選舉中就通過本憲章投以讚成票，則應在選票報告經審核後宣佈本憲章獲通過，並由市政秘書將一份本憲章的正式副本放入本市記錄簿冊中，此後，本憲章即應成為本市憲章。市政秘書應向市長提供一份上述憲章的副本，由其簽名並加蓋本市印章以示採納、認證及確認，此後，市長應將該副本遞交Texas州州務卿，並表明本憲章已在選舉中獲得多數投票批准。」

____ 批准

____ 否決

修正案4

關於授權全面修訂本憲章以反映2014年5月10日特別選舉結果的憲章修正案：

「第1.10條-對憲章進行重新編號

在2014年5月10日的憲章修正選舉結束後，議會應以法令形式授權對本憲章進行全面修訂，以便對其中的所有條款與小節或相關修正案進行必要的編號和編排。」

____ 批准

____ 否決

修正案6

關於修訂現行規定以符合聯邦法律和Texas州法律的憲章修正案：

「第3.07條-關於轉讓、沒收與扣押的規定

由本市所有的動產與不動產不得根據任何沒收令狀或訟費清單而予以出售或挪用；由本市所有的任何上述財產皆不得以任何形式予以留置，除非該留置行為由本憲章或Texas州法律確立或批准。屬於本市的、由任何人士、公司或企業所掌握的資金，皆不得予以扣押或暫押；也不得因本市可能欠有債務，或者擁有或欠某人資金或

財產，而對由本市所有的資金予以扣押。本市及任何本市官員或代理人皆無須履行基於任何緣由的扣押令狀。本市無須負責認可本市職員、代理人或立約人用工資或資金作擔保的借約，但Texas州法律或聯邦法律另有規定時除外。」

____ 批准

____ 否決

修正案7

關於修訂現行規定以符合聯邦法律和Texas州法律的憲章修正案：

「第5.01條-選舉：例行選舉與特別選舉

A. 本市一切選舉均應依照Texas州選舉法執行。

B. 本市例行選舉應於每年5月的第二個週六或Texas州選舉法規定的其他日期舉行。議會應負責指定舉行此類選舉的地點。

C. 議會可以決議或法令形式命令舉行一次特別選舉，但此舉目的須符合本憲章與Texas州法律規定。議會將確定舉行該特別選舉的時間與地點，並滿足舉行該選舉的一切所需。

D. 除法律另有規定外，本市選舉應由議會任命的選舉官員負責執行。各投票地點皆應張貼與相應選舉所用選票樣式相同的選票樣本，以便選民了解投票方法。

E. 本市一切選舉均應依照Texas州選舉法公佈。」

____ 批准

____ 否決

修正案8

關於修訂現行規定以符合聯邦法律和Texas州法律的憲章修正案：

「第5.03條-申請任職

凡本憲章第6.03條所界定的合資格選民，皆可申請競選市長或議員之職位。申請者應按照Texas州選舉法向市政秘書呈交一份經本人簽署的申請書與符合規定的誓詞。
。」

____ 批准

____ 否決

修正案9

關於刪除過時規定的憲章修正案：

「第5.06條-執行選舉

凡符合Texas州選舉法規定的選民註冊要求之居民，皆有資格在本市選舉中投票。選舉官員將由議會按照Texas州法律任命，其報酬亦應由議會確定。提前投票應受Texas州選舉法管轄。」

____ 批准

____ 否決

修正案10

關於刪除過時規定的憲章修正案：

「第6.02條-人數、選擇及任期

本市的立法與管理機構由一名市長和五（5）名議員組成，全稱為Texas州Harris郡Tomball市市議會。」

- A. 市長應在全市範圍內選舉產生。議員亦應在全市範圍內不分區選舉產生，議員職位分別以職位1、職位2、職位3、職位4以及職位5命名。
- B. 市長應擔任議會議長，並為一切禮節性目的而出任市政府的首長，為軍事法目的而出任總督。市長只有在投票出現平局時才能投票，且無權否決議會的任何決定。
- C. 市長與議員的任期為三（3）年，或止於其繼任者當選並符合資格時。一切選舉皆應以本憲章和Texas選舉法律所規定的方式舉行。
- D. 市長與議員的連任屆數不限。」

____ 批准

____ 否決

修正案11

關於修訂現行規定的憲章修正案：

「第6.03條-任職資格

每位議會成員均必須滿足以下條件：為本市居住公民；年齡至少達到十八（18）歲；為Texas州合資格選民；在當選前，Tomball市居住公民身份至少年滿一（1）年。現任者若尋求連任，則必須申請相同的職位編號。民選公職的現任者在當選其他公信或盈利性民選公職后，須辭去現有公職。

市政僱員在當選民選公職后，不得繼續擔任現有職務。若參選公民犯有重罪，除Texas州選舉法另有規定外，不得申請任何民選公職。市長或議會成員若在任職期間犯有重罪，則罪名一旦成立，即免去職務。市長或任何議會成員若無法繼續滿足上

述任職資格，或在六（6）個月內無故缺席兩（2）次例行會議，則議會須在下次例會中依照本憲章第6.09條宣佈職位空缺。」

____ 批准

____ 否決

修正案12

關於修訂現行規定以符合Texas州法律的憲章修正案：

「第6.09條-空缺職位

當議會出現空缺職位時，應遵循以下規定：

若任何空缺職位的剩餘任期為十二（12）個月或以內，則該職位應以議會任命方式予以填補。

若任何空缺職位的剩餘任期超過十二（12）個月，則須依照Texas州憲法為此舉行特殊選舉，並由獲得多數選民投票的人士填補空位。

還應在特殊或例行選舉中進一步規定如下：空缺職位的獲選人僅在該職位的剩餘任期中任職。」

____ 批准

____ 否決

修正案13

關於刪除過時規定的憲章修正案：

「第6.12條-議會會議

議會應每月至少安排兩（2）次例會，並可視需要舉行多次會議，以便處理本市及本市市民之事務。議會應確定舉行例會的日期與時間。議會的所有例會均應在Tom ball市市政廳舉行，除非市議會經投票表決后同意另換地點，且此舉確實符合公眾利益。議會各項會議均應向公眾開放；然而，議會可出於Texas州公開會議法案規定之目的而舉行秘密會議。

議會須先將事項載於議程，並在公開會議中進行投票表決，此後方可作出最終決定。

市政秘書應按市長或任何三（3）位議會成員之書面要求而召開議會特別會議，相關會議通知應向每位議會成員發出，其中應載有會議的舉行日期與審議主題，而任何其他主題皆不得在該會議中審議。」

____ 批准

____ 否決

修正案14

關於刪除過時規定的憲章修正案：

「第6.14條-法令

除按法律或本憲章要求而應成為法令的議會決定外，凡構成罰款或其他處罰，或規定資金支出或債務合約的議會決定亦應成為法令。所有法令的制定條款皆為：「TOMBALL市市議會現命令如下：」

A. 通過法令的程序

每項法令皆應以書面或打印形式提出，一經通過即於其中規定日期生效；若某法令規定對違反其中條款的行為予以處罰、罰款或沒收財物，則該法令的生效日期應至少晚於其通過日期十四（14）天。市政秘書應在本市官方報紙中以提要或概要形式就每項在審法令發出通告，其內容應包括因違反此類法令中的條款而處以的處罰、罰款及沒收財物之措施，該等通知應在法令經一讀后發佈，並在法令獲通過后的十四（14）天內至少發佈一次。市政秘書應在每項法令上註明：現要求相應提要予以發佈，並在法令記錄中註明關於相應提要已按本憲章規定而發佈的事實，該提要的發佈日期，以及相應法令的公佈事宜；但本條規定不適用於以書籍或手冊形式公佈的本市法令之更正，修改和更改版本。

為確保任意發令的有效性，必須將其在議會會議中宣讀兩（2）次並審議兩（2）次，除非以其他本憲章規定的方式進行。

在一（1）讀中，法令應作為整體進行宣讀，除非關於取消宣讀要求的動議提出並獲通過，而在此種情況下，只需宣讀法令提要部分即可，並在隨後對法令進行解釋。

上述法令的剩餘一（1）次宣讀可僅以提要部分進行。該法令的副本應按要求在市政廳公開。每項法令均應由市長與市政秘書簽署認證，並以議會許可的方式同時記錄在法令簿冊中。

法令的提要或標題只需記錄在議會會議的紀要或議事錄中即可。議會有權在其認為合宜時對本市法令進行更正、修改、編纂及以法規形式印刷，該印刷法規經議會通過后，應完全有效且無需將其全部或部分公佈于報紙上。然而，若上述法令被修改，則應將其提要在本市官方報紙中發佈一次。此類印刷法規應在所有法院與地點被接納為證據而無需進一步證明。」

____ 批准

____ 否決

修正案15

關於刪除過時規定並定期審閱本憲章的憲章修正案：

「第7.01條 -市政執政官

A. 任命與資格：

議會應任命一位本市行政與執行官，該官員應就本市一切事務的管理對議會負責。議會在遴選擔任該職位的人選時，應以行政與執行教育背景、經驗及能力作為唯一評判標準。議員不得在其任期內或任期結束后的一年內被任命為市政執行官。

B. 任期與薪酬：

(1)

市政執政官應由獲得多數投票的人士擔任，任期不得超過兩年。其任命應以一份明確的合約協議來確立，藉此保護議會與執行官雙方的權益。

(2) 市政執行官應獲得薪酬，其數額可由議會確定。

C. 市政執行官之職責。市政執行官須：

(1) 高效而經濟地管理市政府，並就此對市議會負責。

市政執政官經市議會批准後，有權任免各部門首長。市政執政官也有權任免其他在本市從事行政工作的僱員。

市政執政官可授權部門首長來任免其部門的下屬人員。

除非出於問詢目的，否則議會與議員只能經由市政執行官處

理行政工作。

- (2) 製備年度預算，將其呈交議會，並在預算通過後負責對其進行管理。
- (3) 在財年結束時製備一份關於上一年度本市經濟與行政活動的完整報告，並將其呈交議會。
- (4) 向議會匯報本市財政狀況與未來需求，並就此提供合宜的建議。
- (5) 履行本憲章規定的職責，或按議會要求行事，但不得違反本憲章。
- (6) 應在2019年首次製備一份向議會呈交的書面報告，並在此後每隔一段時間（不超過五年）再次提交一份，以便對憲章進行必要的修改，報告中應著重記錄憲章中可能存在的違反州法律的內容，並就出於法律、行政或其他原因而或有必要進行的憲章修正提供建議。」

____ 批准

____ 否決

修正案16

關於刪除過時規定的憲章修正案：

「第7.03條-警察局

為維護社會秩序，保護居民安全，防治犯罪行為，確保生命財產不受損失，已在本市地界與司法管轄區內設立一警察局。

A. 警察總長

警察總長是警察局的高級官員，由市政執行官經議會批准後任命，任期不定。警察總長經市政執政官批准後，可任免警察局的僱員。警察總長就管理警察局並履行議會規定的職責與下達的指令而對市政執政官負責。

B. 後備警察

警察總長可按照議會確立的指導方針任免『後備警察』。除Texas州法律另有規定外，任何人士皆不得於本市內擔任『特種警察』。」

____ 批准

____ 否決

修正案17

關於刪除過時語言與規定的憲章修正案：

「第7.04條-市政秘書

本市應設立一名市政秘書。市政執政官經議會批准後，應任命一名市政秘書與數名議會認為合宜的助理。

市政秘書或市政秘書助理須負責通知議會會議；製備議會會議紀要；將各項法令與決議全面地記入為此而備存的簿冊中，並予以簽署認證；履行由市政執行官委派的或由本憲章或Texas州法律所規定的其他職責。」

____ 批准

____ 否決

修正案18

關於刪除過時語言與規定的憲章修正案：

「第7.05條-財務主管

本市應設立一名財務主管。市政執政官經議會批准後，應任命一名財務主管與數名議會認為合宜的助理。財務主管應履行由市政執政官所委派的及由Texas州法律所賦予的一切職責。」

____ 批准

____ 否決

修正案19

關於刪除過時規定的憲章修正案：刪除整個「第7.06條-稅務部門

本市應成立並運作一個稅務部門，由其代表本市征收稅費。
市政執行官應任命一位估稅官/征稅官，由其負責管理該部門。

估稅官/征稅官應履行市政執行官所指派的一切職責，應在每個工作日結束時向市財政官上繳所征款項，並在每月結束時向市政執政官呈交一份關於所征款項及支出款項的書面報告。
市政秘書、市財政官及估稅官/征稅官的職責可由同一人士履行。」

____ 批准

____ 否決

修正案20

關於刪除過時規定的憲章修正案：

第7.07條 -市消防局

為全面防範火災，保障市民安全，宣傳防火教育，執行消防措施，開展救援行動，

以及從事其他由議會委派的相關活動，本市應設立消防局。該部門應由全職人員、兼職人員、志願人員或上述任意組合構成。一切人員皆應按照消防局標準行動指南行使職責。

A. 消防總長

消防總長是消防局的高級官員，由市政執行官經議會批准後任命，任期不定。消防總長經市政執政官批准後，可任免消防局的僱員。消防總長就管理消防局並履行議會規定的職責與下達的指令而對市政執政官負責。

B. 消防局長

消防局長應由消防總長經市政執政官批准後選出，並負責執行本市消防法規，履行由消防總長委派的其他職責。消防局長應是消防局指揮部的一員，並可由消防總長經市政執政官批准後罷免。

C. 與其他消防局簽訂互助協議

經議會批准後，消防局可與地區內的其他消防局簽訂互助協議，藉此在緊急情況下提供或接受援助。」

____ 批准

____ 否決

修正案21

關於刪除過時規定的憲章修正案：

「第7.09條-市法院

本市應設立並運作一處法院，並將其命名為「市法院」，由其負責審理輕度罪行。該法院應享有並履行由Texas州關於市法院或地方司法官法院的法律於目前或今後所規定的一切權力與職責。

- A. 市法院的法官應由議會任命一位具有從業執照的律師擔任，並應獲得數額可由議會確定的薪酬。市法院的法官職位可由議會隨時任免。
- B. 市法院的書記員及其助理有權管理誓詞與誓章，製作證書，加蓋法院印章，執行並履行上述法院在發證過程中作出的任何及一切常規與必要決定，並從事與之相關的工作。
- C. 議會應任命其他具有從業執照的律師，在市法院法官無行為能力或缺席期間由其擔任臨時法官。臨時法官的薪酬應由議會確定。
- D. 市法官在受任於議會期間不得擔任其他市政公職或受本市其他僱傭。擔任市法官的人士若成為本市選舉之候選人，則須先辭去市法官職位方可競選本市公職。
- E. 市長應在市法官或其候補人缺席期間擔任市法院法官。」

____ 批准

____ 否決

修正案22

關於刪除過時規定的憲章修正案：

「第7.10條-衛生局

為確保本市健康與衛生標準保持較高水平，本市應利用並遵守各項關於健康與衛生標準的法規及條例，無論其由Harris郡衛生局或Texas州衛生廳制定、規定及管轄。

」

____ 批准

___ 否決

修正案23

關於設立社區發展局的憲章修正案：

「第7.12條-社區發展局

本市社區發展局應設立一名主管。市政執政官經議會批准後，應任命一名社區發展局主管與數名議會認為合宜的助理。社區發展局主管應監督本市的開發進程，包括規劃與分區、工程建設、法規實施、視察工作，並履行由市政執政官委派的或由本憲章與Texas州法律規定的其他職責。」

___ 批准

___ 否決

修正案24

關於刪除過時規定的憲章修正案：

刪除整個「第7.13條-公園、娛樂及美化管理局

議會應為公園、娛樂及美化管理局任命一諮詢委員會。該諮詢委員會應對本市的娛樂與公園設施以及美化工程進行研究，與市政執行官交換意見，並就本市公園、娛樂工程以及美化工程的開發與利用向其提供建議。諮詢委員會應向議會提供建議，以確保公園、公眾場地及娛樂設施的使用規定符合本市法令與Texas州成文法，在本市開展的美化工程恰當合適。」

___ 批准

___ 否決

修正案25

關於刪除過時規定的憲章修正案：

「第8.02條-預算作為公開記錄

預算與所有輔助報表應送交履行市政秘書職責的人士並呈交議會。

經通過的預算與投資計劃的副本應成為公開記錄，並在本市合宜地點（如市政廳）與本市自治範圍內的其他兩處公共地點面向公眾開放。」

____ 批准

____ 否決

修正案26

關於刪除過時規定的憲章修正案：

「第8.11條-預算生效日期；認證；公開副本

預算經採納后，應在當前財年內有效。

預算最終通過后，應將其一份副本送交履行市政秘書與Harris郡書記官職責的人士。最終預算的副本應張貼在市政秘書辦公室與本市自治範圍內的其他兩處公共地點，以供公眾查閱。公眾可在市政廳索取預算副本。」

____ 批准

____ 否決

修正案27

關於刪除過時規定與語言的憲章修正案：

「第8.17條-資金的支出

用於從本市存款機構中提取資金的一切支票、憑單或憑證皆應由市政執行官簽署並由市政秘書或財務主管會簽。在市政執行官缺席期間，市長應代為簽署，若市長亦缺席，則由臨時市長代簽。」

____ 批准

____ 否決

修正案28

關於刪除過時規定的憲章修正案：

「第8.20條-到期及應繳稅款

一切應向本市繳納的稅款皆應在收到稅單時繳納，若未能在征稅年度后的下一年的2月1日前繳清，則視為拖欠稅款。拖欠稅款的延期繳納日期及為此征收的罰金、利息與費用應按照本市適用法令與Texas州財產稅法確定。」

____ 批准

____ 否決

修正案29

關於刪除過時規定的憲章修正案：

「第8.21條-稅收留置權

A.

現授權為本市利益而對一切動產、不動產及混合財產行使特別留置權，以抵償一切未繳稅費。留置權的優先級應按照Texas州法律確定。

B. 一切沒收與止贖程序應按照Texas州財產稅法管理。」

____ 批准

____ 否決

修正案30

關於刪除過時語言及反映當前慣例的憲章修正案：

「第8.24條-獨立審計

議會應在每一財年結束前指定一位由Texas州許可的註冊會計師，由其對市政府財政交易的賬目與其他憑據進行獨立審計，並在本市財年結束日后的一百八十（180）天內向議會呈交一份審計報告。應在本市官方報紙中發佈公告，說明年度審計報

告已在市政廳存檔以供審閱。

上述註冊會計師不得在市政府的財政事務中享有直接或間接的個人利益。該註冊會計師亦不得保留任何本市財務賬目或記錄，但可在議會許可的範圍內，對由財務主管保管的賬簿與文件以及由任何其他本市辦公室、部門或機構保管的獨立或下屬賬目進行事後審計。」

____ 批准

____ 否決

修正案31

關於刪除過時語言，迎合Texas州法律與聯邦法律，並反映當前慣例的憲章修正案：

「第9.01條-授予特許經營權的權利

議會有權以法令形式授予、更改、延續或擴大所有於本市運營的各類公用事業公司之特許經營權。授予、更改、延續或擴大公用事業公司之特許經營權的所有法令皆應受6.14條規定的程序所管轄。公用事業公司之特許經營權的授權期限不得超過二十（20）年，亦不得未經議會以法令形式批准而進行轉讓。」

____ 批准

____ 否決

修正案32

關於刪除過時語言，迎合Texas州法律與聯邦法律，並反映當前慣例的憲章修正案：

「第9.08條-公共事業公司資費調整

議會有權經通知與聆聽後，依據聯邦法律與Texas州法律，以法令形式調整每個於本市內運營的公共事業公司的資費，但此類法令不得作為緊急措施獲通過。本市有權利用專家的援助與建議來確定承授人的合理資費和公平利潤，由此產生的費用由承授人承擔。本憲章並未撤銷任何現有的、放棄對Texas州公共事業公司委員會行使資費調整權利的本市法令。」

____ 批准

____ 否決

修正案33

關於刪除過時規定的憲章修正案：

「第10.01條-規劃與分區委員會

議會應任命一規劃與分區委員會，由五（5）位成員組成，這些成員應為本市居民，但不得為市政僱員。

A. 任期

委員會成員的任期為三（3）年，且任期交錯。

B. 程序規定

規劃與分區委員會應每年選出一（1）名成員擔任主席，並應確立包含以下內容的委員會程序規定：法定人數應為委員會成員半數以上，若半數以上出席成員投以讚成票，則待決議題應予以通過。

所有會議皆應面向公眾開放，會議過程記錄應由履行市政秘書職責的人士負責保管，並應成為公開記錄。

C. 空缺職位

委員會成員應積極參與委員會的各項活動，經委員會認定無故連續缺席三（3）次會議的成員應自動免除成員資格，

委員會應立即告知議會：委員會出現職位空缺。

委員會出現的職位空缺無論因何種原因造成，皆應在三十（30）天內由議會任命的人士予以填補，且其任期為該職位的剩餘任期。

D. 權力與職責

委員應有權並應當：

- (1) 就修正、擴展及增補本市土地開發總體計劃而向議會提供建議。
- (2) 建議議會批准或否決依據本市法令（已採納或在今後修訂之法令）呈交的擬分區圖。
- (3) 就可在本市範圍內制定的清理及重建貧民區與荒廢區計劃向議會提供建議。
- (4) 就修正、增補及修改建築法規向議會提供建議，該法規中應包含建築施工最低標準、管道工程最低標準以及電子和機械設備最低標準。
- (5) 每年向市政執政官呈交一份資產改良工程建議表，呈交時間應至少先於預算年度開始九十（90）天，其中應包含委員會認為在未來五（5）年內必須或適合營建的資產改良工程。建議表中的內容應按優先次序排列，並列出關於工程營建年份的建議。
- (6) 每季度至少舉行一次會議，地點地點應在市政廳，除非關於更改會議地點的事先通知已在在本市普遍發行的報紙中發出。
- (7) 依照指導方針，在Texas州民事法律授予的權力範圍內行事。

E. 與市議會的聯絡

市政執政官或其代表應參加委員會的會議，並擔任委員會與議會之間的聯絡員。
。」

____ 批准

____ 否決

修正案34

關於迎合Texas州法律與聯邦法律的憲章修正案：

「第11.08條-應舉行的選舉

若某官員已被要求免職卻並未辭職，則議會應負責依據Texas州法律來命令舉行罷免選舉，並指定該選舉的舉行日期。」

____ 批准

____ 否決

第6.0條法令發佈；生效日期；公開會議

現指示Texas州Tomball市市政秘書依照市憲章第6.14(a)條規定，在Texas州Tomball市官方報紙中發佈本法令；只需包含一份關於本法令的提要即視為本法令已妥為發佈。本法令將在滿足市憲章中的法令發佈規定后生效。

現查實並認定，審議本法令的會議已依照地方政府法第551條面向公眾開放，且關於上述會議舉時間、地點及目的的通知均已提前向公眾發出。

第7.0條 可分割性。若本法令中的任何章節、段落、分段、條款、短語、規定、句子或其他部份，或上述內容對任何人或任何情況的適用性，被任一具有司法管轄權的法院判定為無效或違反憲法，則除已被宣告無效或違憲部份內容外，其不得對本法令部份或全部造成任何影響、損害或導致無效；Texas州Tomball市議會宣佈，即使已刪除了被宣告無效或違憲的部份（無論是一處或多處），其仍將通過該法令的每個部分。

第8.0條 權利與救濟；廢除

為惠及本市而已賦予的一切權利與救濟均應為服務于本市利益而予以保留。在本法令生效時，若存在其他已生效法令與之相抵觸，則其中與本法令相抵觸的部分應予以廢除。

第9.0條 本選舉應採用紙質選票。紙質選票中應載有上述提及提案，且其製備形式應便於選民就每項提案投以讚成或反對票。

第10.0條 本法令應構成舉行憲章修正選舉的命令與通知。現授權並指示市政秘書依照經修正之選舉法與Texas州地方政府法第9.004條發佈上述選舉之通知。
初次審閱：

本法令於2014年1月20日在TEXAS州TOMBALL市議會會議中審閱、通過並予以採納，與會者包括：

議員HUDGENS	<u>AYE</u>
議員STOLL	<u>AYE</u>
議員TOWNSEND	<u>AYE</u>
議員DODSON	<u>AYE</u>

二次審閱：

本法令於2014年2月3日在TEXAS州TOMBALL市議會會議中審閱、通過並予以採納，與會者包括：

議員HUDGENS	_____
議員STOLL	_____
議員TOWNSEND	_____
議員DODSON	_____

GRETCHEN FAGAN，市長

見證：

DORIS SPEER，市政秘書

Regular City Council Agenda Item Data Sheet

Meeting Date: February 3, 2014

Topic:

Consideration of a Revision to Section 70-46 of the Tomball Code of Ordinances.

Adopt on First Reading, Ordinance No. 2014-04, an Ordinance amending the Code of Ordinances of the City of Tomball, Texas by amending Section 70-46, Utilities, of Article III, Design Standards, of Chapter 70, Plats and the Subdivision of Land, to require all above ground electrical transmission and distribution lines to be located along the perimeter of the area within the overall subdivision; providing a penalty in an amount not to exceed \$2,000 for each violation hereof; and providing for severability; and making other provisions and findings related thereto.

Background:

On January 6, 2014, City Council directed Community Development to draft revisions to Section 70-46 of the Tomball Code of Ordinances to permit aboveground electrical primary distribution along the perimeter of subdivision developments. The attached ordinance permits aboveground transmission and electrical distribution, other than single phase, only along the perimeter of the overall subdivision.

Origination:

Community Development

Recommendation:

Approval

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

Community Development

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Ordinance No. 2014-04

ORDINANCE NO. 2014-04

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF TOMBALL, TEXAS BY AMENDING SECTION 70-46, UTILITIES, OF ARTICLE III, DESIGN STANDARDS, OF CHAPTER 70, PLATS AND THE SUBDIVISION OF LAND, TO REQUIRE ALL ABOVE GROUND ELECTRICAL TRANSMISSION AND DISTRIBUTION LINES TO BE LOCATED ALONG THE PERIMETER OF THE AREA WITHIN THE OVERALL SUBDIVISION; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH VIOLATION HEREOF; AND PROVIDING FOR SEVERABILITY; AND MAKING OTHER PROVISIONS AND FINDINGS RELATED THERETO.

* * * * *

WHEREAS, the City Council of the City of Tomball finds that it is in the best interest of the health, safety and welfare of its citizens for above-ground electrical transmission and distribution lines be located along the perimeter of subdivisions; and

WHEREAS, the City Council desires to amend Section 70-46 of the Tomball Code of Ordinances to require all above-ground electrical transmission and distribution lines to be located along the perimeter of the area within an overall subdivision; now, therefore,

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

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

Section 2. Section 70-46, Utilities, of Article III, Design Standards, of Chapter 70, Plats and the Subdivision of Land, of the Code of Ordinances of the City of Tomball, Texas is hereby amended by adding the language underscored below:

“Section 70-46. Utilities.

Adequate provision for all utilities shall be provided to the entire subdivision. All distribution and service lines of single-phase electrical, telephone, television, and other wire-carrier type utilities shall be underground. Transformers, amplifiers, or similar devices associated with the underground lines shall be located upon the

ground or below ground level. Where the underground placement of such facilities is not a standard practice of the utility involved, the subdivider or developer shall make arrangements with the applicable utility for payment of all costs associated with the non-standard installation. All electrical transmission and distribution (other than single phase), if installed aboveground, shall be located along the perimeter of the overall subdivision. All utility installations shall comply with the 'City of Tomball Minimum Construction Standards for Community Improvements.'"

Section 3. Any person who shall intentionally, knowingly, recklessly, or with criminal negligence, violate any provision of this Ordinance, shall be deemed guilty of a misdemeanor and, upon conviction, shall be fined in an amount not to exceed \$2000. Each day of violation shall constitute a separate offense.

Section 4. It is the intent of the City that this Ordinance shall comply in all respects with the applicable provisions of the United States Constitution, the Texas Constitution, and the Charter of the City of Tomball. In the event any 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 than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 20TH DAY OF JANUARY 2014.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN DODSON	<u>AYE</u>

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF FEBRUARY 2014.

COUNCILMAN HUDGENS	_____
COUNCILMAN	_____
COUNCILMAN STOLL	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 3, 2014

Topic:

Approve Request by Tomball Lions Club for City Co-sponsorship and Support for Its Annual Car Show, to be held on Sunday, April 27, 2014

Background:

The Tomball Lions Club is requesting use of Depot Plaza and the surround area for its annual car show. The active event time involving the public is from 8 a.m. to 3 p.m.

1. Street Closures, from approximately 6:30 a.m. until 5:30 p.m. on Sunday, April 27th
 - (a) South Walnut at Main;
 - (b) South Elm at Main;
 - (c) South Walnut at Fannin;
 - (d) Market at South Cherry; and
 - (e) the alley where the TISD parking lot is located, at South Cherry.
2. Barriers provided by the Public Works Department, to be placed in position by volunteers.
3. Waiver of the rental fee for the Gazebo.
4. Personnel support from the Police and Public Works Departments.
5. Operation of the splash pad, if available.

The Lions Club will provide portable toilets if deemed necessary and plans to use the dumpster behind the Gazebo at Fannin.

This event is approximately 11 hours long; the estimated cost of personnel and in-kind services should be \$950 for personnel support from the Public Works (\$400) and Police Departments (\$300) and the \$250 rental fee for the Gazebo.

The Lions Club request falls within the scope of the City's Strategic Initiative to focus on building our economy by encouraging events in the downtown area that advance our tourism efforts.

Origination:

Mike Baxter - Marketing Director

Recommendation:

Accept the request and provide in-kind support

Funding:

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

Mike Baxter and Tim Fowler (Tomball Lions Club)

ACTION TAKEN

APPROVAL ☐ YES ☐ NO	READINGS PASSED ☐ 1 ST ☐ 2 ND	OTHER
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ATTACHMENTS:

Tomball Lions Club Car Show



Regular City Council

Agenda Item

Meeting Date: February 3, 2014

Data Sheet

Topic:

Approve Project Utility Adjustment Agreement with TxDOT and Zachry Odebrecht Parkway Builders, LLC. and Authorize City Manager to Execute Agreement

Background:

TxDOT and Zachry Odebrecht Parkway Builders, LLC. are constructing the Grand Parkway Segments F-1, F-2, and G. The City has a waterline located along Boudreaux within an easement. This waterline needs to be relocated due to the ROW acquisition and construction of the Grand Parkway. This agreement is for a developer managed project, which means that Zachry Odebrecht Parkway Builders, LLC has hired a consultant to design the utility relocation. This design has been approved by the Engineering Division, who will monitor and inspect the waterline during construction to ensure it meets City standards.

Origination:

TxDOT and Zachry Odebrecht Parkway Builders, LLC.

Recommendation:

Engineering Recommends approval

Funding:

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

Lori Lakatos, Engineering Division

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Project Utility Adjustment Agreement

City of Tomball Assembly Package

Transmittal



Zachry Odebrecht Parkway Builders, LLC
222 Pennbriht Drive, Suite 300
Houston, Texas 77090
Phone: 713-780-6008

Date: 01/XX/14 **Project:** Grand Parkway Segment F1, F2, G1, & G2 **Transmittal No.:** ZOPB-T-UT-00XX

ATTN: Mark Johnson
Texas Department of Transportation
222 Pennbriht Drive, Suite 310
Houston, TX 77090

RE: Submittal of PUAA — SH99-U-5006 — City of Tomball

We are sending you:

Copies	Date	Description
1	01/XX/14	City of Tomball Assembly Package - TxDOT Copy
1	01/XX/14	City of Tomball Assembly Package - Owner Copy
1	01/XX/14	City of Tomball Assembly Package - ZOPB Copy
1	01/XX/14	City of Tomball Assembly Package - FTP: City of Tomball/Assembly Package F1 DM U5006/

These are transmitted as checked below:

☒ For approval	☐ Approved as submitted	☐ Resubmit	☐ copies for approval
☐ For your use	☐ Approved as noted	☐ Submit	☐ copies for distribution
☐ As requested	☐ Returned for corrections	☐ Return	☐ corrected prints
☐ For review/comment	☐ Other		

Remarks: Attached is the submittal of the PUAA for City of Tomball Assembly No. SH99-U-5006. Please reference the Table of Contents for a list of included items.

Copy to: Document Control

Signed _____

Vineeta Jayaram, Utility Design Coordinator

If enclosures are not as noted above, please notify us at once.

TABLE OF CONTENTS

UTILITY ASSEMBLY SH99-U-5006 CITY OF TOMBALL

Section I.	Transmittal Memo
Section II.	Utility Assembly Checklist
Section III.	Utility Adjustment Agreement (PUAA) – Developer Managed
Section IV.	Exhibit A – Plans, Specs, Estimate
Section V.	Exhibit B – Buy America Compliance Certificate
Section VI.	Exhibit C – Form of Utility Adjustment Agreement Amendment (UAAA)
Section VII.	Utility Joint Use Acknowledgement (ROW-U-JUAA)
Section VIII.	Utility Construction Contract Statement of Work (ROW-U-48)
Section IX.	Utility Owner Affidavit of Property Interests (GP-U1A) & Easement Docs
Section X.	SH99 ROW Maps
Section XI.	UDC & UM No Conflict Sign-Off Forms
Section XII.	Easement Quitclaim Commitment from Utility Company (ROW-N-30)

Section I.

Transmittal Memo

DATE: January 7, 2013
ATTN: Mark Johnson
REF: City of Tomball
Developer Managed Assembly Number SH99-U-5006
Segment F1, F2, G1, and G2

Basic Information:

Please see Attachment A for conflict information.

Zachry Odebrecht Parkway Builders (ZOPB) is submitting the attached Utility Assembly in compliance with the Development Agreement. The adjustment will consist of relocating 8" Waterline (W2-1) from sta. 2983+55 to sta. 2986+55.

Unique Characteristics:

1. W2-1 is in an existing easement. The proposed relocation will be partially in a proposed easement, but the crossing will be relocated in TxDOT ROW per the plans.
2. Quitclaim will be filed after relocation is complete.
3. Since relocation is developer managed, all materials will be supplied by ZOPB, and ZOPB will be responsible for Buy America compliance.

Betterment (if any): There is no betterment by the utility owner.

Applicable Non-Utility Plans: ZOPB has prepared the Traffic Control Plan (TCP) and Storm Water Pollution Prevention Plan (SWPPP) to address potential impacts from utility relocations/adjustments. See the TCP and SWPPP for details.

Schedule for Start Date & Approximate Duration:

The relocation will begin on or around 03/31/2014. The duration of the relocation will be approximately 30 days.

ZOPB recommends approval of this Assembly package. Both ZOPB and City of Tomball have executed the assembly.

Recommended for approval:

Garrett Coffin, Utility Manager

Transmittal Memo
Attachment A

Grand Parkway
Utility Conflict Matrix - REFERENCE ONLY

City of Tomball
Developer Managed
Assembly Number: SH99-U-5006
Segment F1, F2, G1, G2

Utility Code	Along Roadway	Nearest Cross Streets		Location			Existing Utility Information					Proposed Method of Treatment	
		Left	Right	Begin		End	Type	Size (In)	Material	Class	Description		
				Sta.	Offset	Sta.							Offset
W2-1	Grand Parkway	Shaw Road	Randon Ln	2983+55	200 RT	2986+55	200 LT	Water	8	PVC		Crossing	Relocation by others

Section II.

GP TxDOT Checklist



GP-Checklist
Rev. 11/2012
Page 1 of 4

TxDOT
UTILITY ADJUSTMENT CHECKLIST
(To be included with submittal)

U-No.: SH99-U-5006

Utility Owner Name: City of Tomball

County: Harris and Montgomery

Jurisdictions: Houston District

Estimated Dollar Amount of Utility Adjustment/Cost to Developer: \$124,504.00 / \$124,504.00

ROW CSJ No.: 3510-06-005, 3510-06-006, 3510-06-011, 3510-07-007

Construction CSJ No.: 0912-00-471

Section or Segment Number: Segments F1, F2, G1, and G2

☒ Actual Cost or ☐ Lump Sum (Check one)

Federal-Aid ROW Project No.: RW 3510-6-5, RW-3510-6-6, HP 2013(443)

Alternate Procedure Approval Date: 05/01/13, revised 09/27/13

Highway Station Limits (To & From): US 290 to US 59

Description/Scope of Work:

1. Yes ☒ No ☐ N/A ☐ Approved & current ROW Maps on file with TxDOT?
2. Yes ☒ No ☐ N/A ☐ Is the Utility Adjustment within the Facility ROW limits or directly related to work required within Facility ROW limits?
3. Yes ☐ No ☐ N/A ☒ Are explanations and clarifications included in the transmittal to describe unique conditions affecting the Utility?
4. Yes ☒ No ☐ N/A ☐ Have (3) identical originals of the Utility Assembly with plans been submitted, of which one original should be color-coded?
5. Yes ☒ No ☐ N/A ☐ Has the Developer's Utility Design Coordinator located on the plans the major items of material listed on the estimate by scaling or stationing?
6. Yes ☒ No ☐ N/A ☐ Have the existing and proposed Utility facilities been plotted on the ROW map and attached with this submission?



7. Yes ☒ No ☐ N/A ☐ Have the Utility Adjustments been designed for the Proposed Configuration?
8. Yes ☒ No ☐ N/A ☐ Has the Utility Owner signed the plans for a Developer Managed (DM) PUAU/UAAA?
9. Yes ☐ No ☐ N/A ☒ Has the Utility Owner signed the plans for an Owner Managed (OM) PUAU/UAAA that allows for the Developer to design for the Utility Adjustment?
10. Yes ☐ No ☐ N/A ☒ If the agreed sum method has been marked, has a detailed, itemized estimate and matching plans been provided?
11. Yes ☒ No ☐ N/A ☐ Is the Utility consultant-engineering contract reviewed and approved by the Developer's Utility Manager (UM)?
12. Yes ☒ No ☐ N/A ☐ Are all forms submitted complete and correct for the situation/circumstance of the Utility Adjustment?
13. Yes ☒ No ☐ N/A ☐ Has the Statement Covering Utility Construction Contract Work (TxDOT Form ROW-U-48) been submitted for work completed by an owner-managed contractor?
14. Yes ☒ No ☐ N/A ☐ Is the Utility Assembly folded so as to fit into an 8.5" x 11" file?
15. Yes ☒ No ☐ N/A ☐ Are any of the proposed Utility facilities installed longitudinally inside the control of access, excluding areas near ramp terminals?
16. Yes ☐ No ☐ N/A ☒ Has Barlow's Formula information been submitted for unencased high-pressure pipelines? The following information is required to complete Barlow's formula. $S = \text{Yield Strength}$, $t = \text{Wall thickness}$, $D = \text{Outside Diameter}$, $F = \text{Design Factor}$. Maximum Operating Pressure must also be given and compared to the pressure calculated with Barlow's. The Barlow calculation must be shown with the submission.
17. Yes ☐ No ☐ N/A ☒ If the pipeline is unencased, is there adequate coating, wrapping and cathodic protection?
18. Yes ☒ No ☐ N/A ☐ Are replacement Utility ROW charges justified and supported?
19. Yes ☒ No ☐ N/A ☐ If yes to #18, is an affidavit and an ownership instrument (i.e. easement, license or deed) included?



20. Yes ☒ No ☐ N/A ☐ Do Utility Adjustment plans demonstrate Utility Accommodation Rules compliance, including minimum depth of cover from proposed grade and casing requirements?
21. Yes ☒ No ☐ N/A ☐ Is the proposed Utility Adjustment shown on the plans with stationing and offsets from centerline, edge of pavement, or ROW lines?
22. Yes ☒ No ☐ N/A ☐ Are backfill requirements met?
23. Yes ☐ No ☐ N/A ☒ Is a schedule of work provided by/required of the Utility Company if the Utility Adjustment is large and complex?
24. Yes ☐ No ☒ N/A ☐ Is a Betterment credit applicable?
25. Yes ☐ No ☐ N/A ☒ If yes to #24, is the credit calculated and applied properly?
26. Yes ☐ No ☒ N/A ☐ Is accrued depreciation credit applicable?
27. Yes ☐ No ☐ N/A ☒ If accrued depreciation is applicable, is credit applied properly?
28. Yes ☐ No ☒ N/A ☐ Is salvage credit applicable?
29. Yes ☐ No ☐ N/A ☒ If salvage credit applicable, is the credit applied properly?
30. Yes ☒ No ☐ N/A ☐ Are overheads and loadings checked for reasonableness?
31. Yes ☒ No ☐ N/A ☐ Are cost estimate extensions checked?
32. Yes ☐ No ☒ N/A ☐ Is a correct & recorded Quitclaim Deed (TxDOT Form ROW-N-30) submitted, if required?
33. Yes ☒ No ☐ N/A ☐ Has a recommendation for approval been stated on the transmittal memorandum?
34. Yes ☒ No ☐ N/A ☐ Is the Utility Adjustment in only one jurisdiction?
35. Yes ☐ No ☐ N/A ☒ If the Utility Adjustment is in more than one jurisdiction, have the percentages in each jurisdiction been detailed in the transmittal memorandum?
36. Yes ☒ No ☐ N/A ☐ Are the sign-off forms attached?
37. Yes ☒ No ☐ N/A ☐ Have the plans for the Utility Adjustment been sealed by a Registered Professional Engineer?



GP-Checklist

Rev. 11/2012

Page 4 of 4

Prepared by:

M. Jayaram
Utility Design Coordinator

Approved by:

Utility Manager

Recommended for Approval by:

Quality Control

Date:

11/14/14

Comments:

Section III.

PUAA

County: Harris and Montgomery
Highway: SH 99 Segments F1, F2, G1, G2
Limits: US 290 to US 59
Fed. Proj. No.: RW 3510-6-5
RW 3510-6-6
HP 2013(443)
ROW CSJ No.: 3510-06-005
3510-06-006
3510-06-011
3510-07-007
Const. CSJ No.: 0912-00-471

PROJECT UTILITY ADJUSTMENT AGREEMENT
(Developer Managed)
Agreement No.: SH99-U-5006

THIS AGREEMENT, by and between Zachry-Odebrecht Parkway Builders, a Texas joint venture, hereinafter identified as the "**Developer**", and City of Tomball, hereinafter identified as the "**Owner**", is as follows:

WITNESSETH

WHEREAS, the STATE OF TEXAS, acting by and through the Texas Department of Transportation, hereinafter identified as "TxDOT", is authorized to design, construct, operate, maintain, and improve toll projects as part of the state highway system throughout the State of Texas, all in conformance with the provisions of Chapters 201, 203, 222, 223, 224, and 228 Texas Transportation Code, as they may be amended; and

WHEREAS, TxDOT proposes to construct a new location of a toll project on the state highway system identified as the Grand Parkway Project a tolled highway along SH 99, Segments F-1, F-2 and G in Houston and Harris and Montgomery Counties (the "**Project**"); and

WHEREAS, pursuant to that certain Development Agreement by and between TxDOT and the Developer with respect to the Project (the "**DA**"), the Developer has undertaken the obligation to design and construct the Project; and

WHEREAS, to facilitate the financing of the Project, TxDOT assigned its interest in the DA to the Grand Parkway Transportation Corporation, a public transportation corporation created under the Texas Transportation Corporation Act at Transportation Code, Chapter 431; and therefore references to TxDOT herein shall also be deemed to be references to Grand Parkway Transportation Corporation; and

WHEREAS, the Developer's duties pursuant to the DA include causing the relocation, removal or other necessary adjustment of existing utilities impacted by the Project (collectively, "**Adjustment**" and with correlative meaning, "**Adjust**," "**Adjusting**," or "**Adjusted**" or such other form as context requires) at Developer's cost in accordance with applicable federal and state law including, but not limited to, § 203.092, Texas Transportation Code, Rule 21.23 of Title 43, Texas Administrative Code, as they may be amended; and

WHEREAS, the Project may receive Federal funding, financing and/or credit assistance in payment of costs incurred in Adjusting the Owner's utility facilities to accommodate the Project; and

WHEREAS, the Developer has notified the Owner that certain of its utility facilities and appurtenances (collectively the "**Owner Utilities**") are in conflict with the Project (and/or with the "**Ultimate Configuration**" of the Project), and the Owner has requested that the Developer undertake the Adjustment of the Owner Utilities as necessary to accommodate the Project (and the Ultimate Configuration) and the Owner agrees that the Adjustment of the Owner Utilities will be constructed in accordance with applicable federal and state law including, but not limited to, § 203.092, Texas Transportation Code, Rule 21.23 of Title 43 Tex. Admin. Code, and 23 C.F.R. 645 Subpart A (Utility Relocations, Adjustments and Reimbursement), and the Buy America provisions of 23 U.S.C § 313 and 23 C.F.R. § 635.410, as they may be amended; and

WHEREAS, the Owner Utilities and the proposed Adjustment of the Owner Utilities are described as follows *[insert below a description of the affected facilities (by type, size and location) as well as a brief description of the nature of the Adjustment work to be performed (e.g., "adjust 12" waterline from approximately Highway Station 100+00 to approximately Highway Station 200+00") adjustment of water facilities from approximately Highway Station 2438+00 to approximately Highway Station 4441+00 (Highway 290 to Highway 59), as is more specifically described in Exhibit A; and*

WHEREAS, the Owner recognizes that time is of the essence in completing the work contemplated by this Agreement; and

WHEREAS, the Developer and the Owner desire to implement the Adjustment of the Owner Utilities by entering into this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of these premises and of the mutual covenants and agreements of the parties hereto and other good and valuable consideration, the receipt and sufficiency of which being hereby acknowledged, the Developer and the Owner agree as follows:

1. **Preparation of Plans.** *[Check one box that applies:]*

- ☒ The Developer has hired engineering firm(s) acceptable to the Owner to perform all engineering services needed for the preparation of the drawings, plans, required specifications, and cost estimates, attached hereto as Exhibit A (collectively, the "Plans"), for the proposed Adjustment of the Owner Utilities. The Developer represents and warrants that the Plans conform to the Utility Accommodation Rules issued by TxDOT, as set forth in 43 Tex. Admin. Code Part 1, Chapter 21, Subchapter C *et seq.*, (the "UAR"). By its execution of this Agreement or by the signing of the Plans, the Owner hereby approves the Plans and confirms that the Plans are in compliance with the UAR and the Owner's Standards (as defined in Paragraph 3(a)(4) below).
- ☐ The Owner has provided the drawings, plans, required specifications and cost estimates, attached hereto as Exhibit A (collectively, the "Plans"), for the proposed Adjustment of the Owner Utilities. The Owner represents and warrants that the Plans conform to the UAR and the Owner's Standards. By its execution of this Agreement, the Developer and the Owner hereby approve the Plans. The Owner also has provided

to the Developer a utility plan view map illustrating the location of existing and proposed utility facilities on the Developer's right of way map of the Project. With regard to its preparation of the Plans, the Owner represents as follows *[check one box that applies]*:

- ☐ The Owner's employees were utilized to prepare the Plans, and the charges therefore do not exceed the Owner's typical costs for such work.
- ☐ The Owner utilized consulting engineers to prepare the Plans, and the fees for such work are not based upon a percentage of construction costs. Further, such fees encompass only the work necessary to prepare the Plans for Adjustment of the Owner Utilities described herein, and do not include fees for work done on any other project. The fees of the consulting engineers are reasonable and are comparable to the fees typically charged by consulting engineers in the locale of the Project for comparable work for the Owner.

2. **Review by TxDOT.** The parties hereto acknowledge and agree as follows:

- (a) Upon execution of this Agreement by the Developer and the Owner, the Developer will submit this Agreement, together with the attached Plans, and other required documentation, to TxDOT for its review and approval as part of a package referred to as a "Utility Assembly". The parties shall modify this Agreement, the other required documentation and/or the Plans, as necessary to address any comments made by TxDOT. Without limiting the generality of the foregoing, (i) the Owner shall respond (with comment and/or acceptance) to any modified Plans, required documentation and/or Agreement prepared by the Developer in response to TxDOT comments within fourteen (14) days after receipt of such modifications; and (ii) if the Owner originally prepared the Plans and/or required documentation, the Owner shall modify the Plans and/or required documentation in response to TxDOT's comments and submit such modified Plans and/or required documentation to the Developer for its comment and/or approval (and re-submittal to TxDOT for its comment and/or approval) within fourteen (14) days after receipt of TxDOT's comments. The Owner's failure to timely respond to any modified Plans and/or required documentation submitted by the Developer pursuant to this paragraph shall be deemed the Owner's approval of same. If the Owner fails to timely prepare modified Plans and/or required documentation that are its responsibility hereunder, then the Developer shall have the right to modify the Plans and/or required documentation for the Owner's approval as if the Developer had originally prepared the Plans and required documentation. The process set forth in this paragraph will be repeated until the Owner, Developer and TxDOT have all approved this Agreement, any required documentation, and the Plans.
- (b) The parties hereto acknowledge and agree that TxDOT's review, comments, and/or approval of a Utility Assembly or any component thereof shall constitute TxDOT's approval of the location and manner in which a Utility Assembly will be installed, adjusted, or relocated within the state highway right of way (the "ROW"), subject to the Developer's and Owner's satisfactory performance of the Adjustment work in accordance with the approved Plans. TxDOT has no duty to review Owner Facilities or components for their quality or adequacy to provide the intended utility service.

3. **Design and Construction Standards.**

- (a) All design and construction work performed for the Adjustments that are the subject of this Agreement shall comply with and conform to the following:
 - (1) All applicable local and state laws, regulations, decrees, codes, ordinances and policies, including, but not limited to, the UAR, the Utility Manual issued by TxDOT (to the extent its requirements are mandatory for the Adjustment necessitated by the Project, as communicated to the Owner by the Developer, or TxDOT), the requirements of the DA, and the policies of TxDOT;
 - (2) All Federal laws, regulations, decrees, ordinances and policies applicable to projects receiving Federal funding, financing and/or credit assistance, including without limitation, 23 C.F.R. § 645 Subparts A and B (relating to utility relocations) and 23 U.S.C. § 313 and 23 C.F.R. § 635.410 (Buy America);
 - (3) The terms of all governmental permits or other approvals, as well as any private approvals of third parties necessary for such work, including, without limitation and where applicable, railroads;
 - (4) The standard specifications, standards of practice, and construction methods (collectively, "**Owner's Standards**") which the Owner customarily applies to utility facilities comparable to the Owner Utilities that are constructed by the Owner or for the Owner by its contractors at the Owner's expense, which standards are current at the time this Agreement is signed by the Owner, and which the Owner has submitted to the Developer in writing; and
 - (5) Owner agrees that all service meters must be placed outside of the State ROW.
- (b) Such design and construction work also shall be consistent and compatible with (i) the Developer's current design and construction of the Project, (ii) the "Ultimate Configuration" for the Project, and (iii) any other utilities being installed in the same vicinity. The Owner acknowledges receipt from the Developer of Project plans and Ultimate Configuration documents as necessary to comply with the foregoing. In case of any inconsistency among any of the standards/requirements referenced in this Agreement, the most stringent standard/requirement shall apply.
- (c) The plans, specifications, and cost estimates contained in Exhibit A shall identify and detail all utility facilities that the Owner intends to abandon in place rather than remove, including material type, quantity, size, age, and condition. No facilities containing hazardous or contaminated materials may be abandoned, but shall be specifically identified and removed in accordance with the requirements of subparagraph (a). It is understood and agreed that the Developer shall not pay for the assessment and remediation or other corrective action resulting from any contamination attributable to the presence of the utility facility or the acts or omissions of Owner or its contractors in Adjusting the facility.
- (d) The Owner shall execute the Buy America certification attached hereto as Exhibit B contemporaneously with this Agreement. The Owner shall supply, upon request by

Developer or TxDOT, proof of compliance with the laws, rules, and regulations referenced in Paragraph 3(a)(2) prior to the commencement of construction.

4. **Responsibility for Costs of Adjustment Work.**

- (a) With the exception of any Betterment (hereinafter defined in Paragraph 9), the parties shall allocate the cost of any Adjustment between themselves in accordance with applicable federal and state law, including § 203.092, Texas Transportation Code, as such laws may be amended from time to time. The “**Developer’s Share**” is the percentage of the Adjustment costs that have been allocated to the Developer in accordance with applicable law. It is stated in Exhibit A. The Developer’s Share may be determined by application of an eligibility ratio, if appropriate, as detailed in Exhibit A; provided, however, that any Adjustment cost attributable to Betterment shall be allocated 100% to the Owner in accordance with Paragraph 9.
- (b) The Owner agrees that the timely progress of any Adjustment made under this Agreement serves an important public purpose by allowing the timely completion of the Project. Therefore, the Owner will not delay, hinder, or otherwise impede the progress of any Adjustment due to a payment dispute with the Developer.

5. **Construction by the Developer.**

- (a) The Owner hereby requests that the Developer perform the construction work necessary to adjust the Owner Utilities and the Developer hereby agrees to perform such construction. Without limiting any other requirement of this Agreement, all construction work hereunder shall be performed in a good and workmanlike manner, and in accordance with the Plans (except as the Plans may be modified pursuant to Paragraph 16). The Owner agrees that during the Adjustment of the Owner Utilities, the Owner and its contractors will coordinate their work with the Developer so as not to interfere with the performance of work on the Project by the Developer or by any other party. “Interfere” means, without limitation, any action or inaction that interrupts, interferes, delays, disrupts or damages Project work or Developer.
- (b) The Developer shall retain such contractor or contractors as are necessary to adjust the Owner Utilities.
- (c) The Developer shall obtain all permits and third party approvals necessary for the work to be performed by the Developer hereunder, and the Owner shall cooperate in that process as needed.
- (d) Developer shall stake the survey of the proposed locations of the Owner Utilities being Adjusted, on the basis of the final approved Plans. The Developer shall verify that the Owner Utilities, whether moving to a new location or remaining in place, clear the planned construction of the Project as staked in the field as well as the Ultimate Configuration.

6. **Reimbursement of Owner’s Indirect Costs.**

- (a) Developer shall reimburse the Owner for the Developer’s Share of the Owner’s indirect costs (e.g., Owner’s costs of engineering, inspection, testing, and ROW attributable to the

Adjustment hereunder) as identified in Exhibit A. When requested by the Owner, progress payments will be made as provided in paragraph 6(d).

- (b) The Owner's indirect costs associated with Adjustment of the Owner Utilities shall be determined pursuant to the method checked and described below *[check only one box]*:

☒ (1) Actual related indirect costs accumulated in accordance with (i) a work order accounting procedure prescribed by the applicable Federal or State regulatory body, or (ii) established accounting procedure developed by the Owner and which the Owner uses in its regular operations (either (i) or (ii) referred to as "Actual Cost") or,

☐ (2) The agreed sum of \$_____ ("Agreed Sum") as supported by the analysis of the Owner's estimated costs attached hereto as part of Exhibit A.

- (c) All indirect costs charged to the Developer by the Owner shall be Eligible Costs. Eligible Costs are only those costs are (i) compensable under applicable law, (ii) necessary and reasonable and (iii) computed using rates and schedules not exceeding those applicable to similar work performed by or for the Owner at the Owner's expense. Costs of adjustments attributable to a change in the Owner's Standards that become effective after the date of this Agreement are not eligible for reimbursement. Developer's performance of the Adjustment work hereunder and payment of the Developer's Share of the Owner's costs pursuant to this Agreement, if applicable, shall be full compensation to the Owner for all costs incurred by the Owner in Adjusting the Owner Utilities (including, without limitation, costs of relinquishing and/or acquiring right of way).

- (d) If Owner requests that ZOPB make progress payments, such payments will not be made more than monthly. Developer shall pay the Owner progress payments within thirty (30) days after the latest to occur of: (i) Developer's receipt of an invoice satisfying the requirements of this paragraph and Paragraph 8; and (ii) the Developer's confirmation of Owner's satisfactory performance of the work for which partial payment is sought. The amount paid shall be based upon the progress of the Owner's Adjustment work and shall not exceed 80% of the Developer's Share of the cost of the indirect work done to date by Owner. Once the indirect work is complete, final payment of the eligible indirect costs will be made. Progress payments shall not be construed as final payment for any items included in the invoice or acceptance of any work included in an invoice.

- (e) Within thirty (30) days after the last to occur of: (i) Owner's satisfactory completion of all work for which payment of indirect costs is sought, (ii) the Developer's final inspection of the work for which payment of indirect costs is sought (and resolution of any deficiencies found), and (iii) receipt of an invoice complying with the requirements of Paragraph 8, the Developer shall pay to the Owner an amount equal to ninety percent (90%) of the Developer's Share of the costs of indirect work done as shown in the approved final invoice (less amounts previously paid, and applicable credits). After completion of the Developer's audit referenced in Paragraph 6(f) and the determination of any necessary adjustment to the final invoice resulting therefrom, the Developer shall make any final payment due so that total payments to the Owner will equal the Developer's Share of the indirect costs.

- (f) The Owner shall maintain complete and accurate cost records for all work performed pursuant to this Agreement. The Owner shall maintain such records for five (5) years after receipt of final payment hereunder. The Developer and its respective representatives shall be allowed to audit such records during the Owner's regular business hours. Unsupported charges will not be considered eligible for reimbursement. The parties shall promptly implement (by payment or refund, as applicable) any financial adjustment found necessary by the Developer's audit. TxDOT, the Federal Highway Administration, and their respective representatives also shall be allowed to audit such records upon reasonable notice to the Owner, during the Owner's regular business hours.

7. **Advancement of Funds by Owner for Construction Costs.**

- (a) The Owner is responsible for the Owner's share of the Developer's cost for the Adjustment, plus all costs of any identified Betterment. When indicated below, the Owner shall advance to the Developer the Owner's share, if any, of the Developer's estimated costs as shown on Exhibit A. Exhibit A shall identify all estimated engineering and construction-related costs, including labor, material, equipment and other miscellaneous construction items and all indirect costs. Exhibit A shall also identify the Owner's and Developer's respective shares of the estimated costs.

- (b) The Owner shall advance to the Developer its allocated share, if any, of the estimated costs for construction and engineering work to be performed by the Developer, in accordance with the following terms:

☒ The Adjustment of the Owner's Utilities does not require advancement of funds.

☐ The Adjustment of the Owner's Utilities does require advancement of funds and the terms agreed to between the Developer and Owner are listed on Attachment 1.

- (c) Adjustment Based on Actual Costs or Agreed Sum. If this Agreement requires the Owner to advance funds to the Developer, then:

[Check the one appropriate provision, if advancement of funds is required]:

☐ The Owner is responsible for its share of the Developer's actual cost for the Adjustment, plus the full cost of any identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Agreement (including any Betterment), (i) the Owner shall pay to the Developer the amount, if any, by which the actual cost of any Betterment (as determined in Paragraph 9(b)) plus the Owner's Share of the actual cost of the Adjustment (based on the allocation set forth in Exhibit A) exceeds the estimated cost advanced by the Owner, or (ii) the Developer shall refund to the Owner the amount, if any, by which such advance exceeds the Owner's share of the actual cost of the Adjustment and the actual cost of the Betterment, whichever is applicable.

☐ The Agreed Sum is the agreed and final amount due for the Adjustment, including any Betterment, under this Agreement. Accordingly, no adjustment (either up or down) of such amount shall be made based on actual costs.

8. **Invoices.** Invoices prepared by either the Owner or the Developer where costs are developed using the "Actual Cost" method described in Paragraph 6(b)(1), shall (i) be itemized in a format allowing for comparisons to the approved estimates, (ii) be submitted with such supporting information to substantiate all costs as reasonably requested (including breakdown of costs including overhead), and (iii) list each of the services performed, the amount of time spent and the date on which the service was performed. The original and three (3) copies of each invoice, together with such waivers and releases of claims and affidavits of bills paid completed and executed as the other party may require, shall be submitted to the other party at the address for notices stated in Paragraph 21, unless otherwise directed pursuant to Paragraph 21. The Owner and the Developer shall make commercially reasonable efforts to submit to each other their final invoices within sixty (60) days after the completion of all of the Adjustment work under this Agreement, but not later, in any event, than one hundred twenty (120) days after completion of all of the Adjustment work under this Agreement. Owner's final invoices shall include (i) any necessary, executed quitclaim deeds pursuant to Paragraph 15, (ii) such final waivers and releases of claims and affidavits of bills paid completed and executed as the other party may require, (iii) all applicable record drawings accurately representing the Adjustment as installed, unless the Developer has agreed to prepare the record drawings for the Adjustment(s), and (iv) a certification acceptable to Developer containing a definitive statement about the origin of all products, if any, that were supplied by the Owner and permanently incorporated into the Owner's Utilities as Adjusted. The Owner and the Developer hereby acknowledge and agree that any costs not submitted to the other party within one (1) year following completion of all Adjustment work to be performed by the parties pursuant to this Agreement shall be deemed to have been abandoned and waived. Invoices shall clearly delineate total costs, and those costs that are reimbursable pursuant to the terms of this Agreement.

9. **Betterment and Salvage.**

- (a) For purposes of this Agreement, the term "Betterment" means any upgrading of an Owner Utility being Adjusted that is not attributable to the construction of the Project and is made solely for the benefit of and at the election of the Owner, including but not limited to an increase in the capacity, capability, efficiency or function of the Adjusted utility over that provided by the existing utility facility or an expansion of the existing utility facility; provided, however, that the following are not considered Betterments:
- (1) any upgrading which is required for accommodation of the Project;
 - (2) replacement devices or materials that are of equivalent standards although not identical;
 - (3) replacement of devices or materials no longer regularly manufactured with the next highest grade or size;
 - (4) any upgrading required by applicable laws, regulations or ordinances;
 - (5) replacement devices or materials which are used for reasons of economy (e.g., non-stocked items may be uneconomical to purchase);
 - (6) any upgrading required by the Owner's Standards; or

- (7) any discretionary decision by a Utility Owner that is contemplated within a particular Owner's Standard.

If Adjustment is to fiber optic Owner Utilities, then the extension of an Adjustment to the nearest splice boxes shall not be considered a Betterment if required by the Owner in order to maintain its written telephony standards.

Any upgrading required by the Owner's Standards shall be deemed to be of direct benefit to the Project.

- (b) It is understood and agreed that the Developer shall not pay for any Betterments and that the Owner shall be solely responsible therefor. No Betterment may be performed in connection with the Adjustment of Owner Utilities which is incompatible with the Project or the Ultimate Configuration or which cannot be performed within the other constraints of applicable law, any applicable governmental approvals, or ZOPB's Project schedule. Accordingly, the parties agree as follows *[check the one box that applies, and complete if appropriate]*:

☒ The Adjustment of the Owner Utilities pursuant to the Plans does not include any Betterment.

☐ The Adjustment of the Owner Utilities pursuant to the Plans includes Betterment to the Owner by reason of *[insert explanation, e.g. "replacing 12" pipe with 24" pipe]*: _____. The Developer has provided to the Owner comparative estimates for (i) all costs for work to be performed by the Developer pursuant to this Agreement, including work attributable to the Betterment, and (ii) the cost to perform such work without the Betterment, which estimates are hereby approved by the Owner. The estimated cost of the Developer's work hereunder which is attributable to Betterment is \$_____ *[insert the total estimated cost for the Betterment]*, calculated by subtracting (ii) from (i). The percentage of the total cost of the Developer's work hereunder which is attributable to Betterment is _____%, calculated by subtracting (ii) from (i), which remainder is divided by (i).

- (c) If Paragraph 9(b) identifies Betterment, the Owner shall advance to the Developer, at least fourteen (14) business days prior to the date scheduled for commencement of construction of any Adjustment hereunder, the estimated cost attributable to Betterment as set forth in Paragraph 9(b). Should the Owner fail to timely advance payment to the Developer fourteen (14) business days prior to commencement of the Adjustment construction, the Developer shall have the option of commencing and completing (without delay) the Adjustment work without installation of the applicable Betterment. If the Owner advances funds for Betterment, then the parties agree that *[If Paragraph 9(b) identifies Betterment, check the one appropriate provision]*:

☐ The estimated cost attributable to Betterment stated in Paragraph 9(b) is the agreed and final amount due for Betterment hereunder, and accordingly no adjustment (either up or down) of such amount shall be made based on actual costs.

- ☐ The Owner is responsible for the Developer's actual cost for the identified Betterment. Accordingly, upon completion of all Adjustment work to be performed by both parties pursuant to this Agreement, (i) the Owner shall pay to the Developer the amount, if any, by which the actual cost of the Betterment (determined as provided below in this paragraph) exceeds the estimated cost attributable to Betterment advanced by the Owner, or (ii) the Developer shall refund to the Owner the amount, if any, by which such advance exceeds such actual cost, as applicable. Any additional payment by the Owner shall be due within sixty (60) calendar days after the Owner's receipt of the Developer's invoice therefor, together with supporting documentation; any refund shall be due within sixty (60) calendar days after completion of the Adjustment work hereunder. The actual cost of Betterment incurred by the Developer shall be calculated by multiplying (i) the Betterment percentage stated in Paragraph 9(b), by (ii) the actual cost of all work performed by the Developer pursuant to this Agreement (including work attributable to the Betterment), as invoiced by the Developer to the Owner.

- (d) If Paragraph 9(b) identifies Betterment, the amount allocable to Betterment in Owner's indirect costs shall be determined by applying the percentage of the Betterment calculated in Paragraph 9(b) to the Owner's indirect costs. The Owner's invoice to the Developer for the Developer's Share of the Owner's indirect costs shall credit the Developer with any Betterment amount determined pursuant to this Paragraph 9(d).
- (e) For any Adjustment from which the Owner recovers any materials and/or parts and retains or sells the same, after application of any applicable Betterment credit, the Developer is entitled to a credit for the salvage value of such materials and/or parts. If the Owner's costs are developed under procedure (1) described in Paragraph 6(b), then the Owner's final invoice submitted to the Developer pursuant to Paragraph 6(e) shall credit the Developer with the full salvage value for such materials and/or parts. If the Owner's costs are developed under procedure (2) described in Paragraph 6(b), then the Agreed Sum includes any credit due to the Developer on account of salvage.
- (f) The determinations and calculations of Betterment described in this Paragraph 9 shall exclude right of way acquisition costs. Betterment in connection with right-of-way acquisition is addressed in Paragraph 15.

10. **Management of the Adjustment Work.** The Developer will provide project management during the Adjustment of the Owner Utilities as provided in Exhibit A.
11. **Utility Investigations.** At the Developer's request, the Owner shall assist the Developer in locating any utilities (including appurtenances and service lines) which are owned and/or operated by Owner and may be impacted by the Project. Without limiting the generality of the foregoing, in order to help assure that neither the Owner Utilities, as Adjusted, nor existing, unadjusted utilities owned or operated by the Owner are damaged during construction of the Project, the Owner shall mark in the field the location of all such utilities horizontally on the ground in advance of construction in the immediate area of such utilities.

12. **Inspection and Acceptance by the Owner.**

- (a) Throughout the Adjustment construction hereunder, the Owner shall provide adequate inspectors for such construction. The work shall be inspected by the Owner's inspector(s) at least once each working day, and more often if such inspections are deemed necessary to maintain Developer's schedule or deemed prudent by Owner. Further, upon request by the Developer or its contractors, the Owner shall furnish an inspector at any reasonable time in which construction is underway pursuant to this Agreement, including occasions when construction is underway in excess of the usual forty (40) hour work week and at such other times as reasonably required. The Owner agrees to notify the Developer of any concerns resulting from any such inspection within twenty-four (24) hours of the inspection.
- (b) The Owner shall perform a final inspection of the Adjusted Owner Utilities, including conducting any tests as are necessary or appropriate, within five (5) business days after completion of the construction of an Adjustment. The Owner shall accept such construction if it is consistent with the standards identified in Paragraph 3, by giving written notice of such acceptance to the Developer within said five (5) day period. If the Owner does not accept the construction, then the Owner shall, not later than the expiration of said five (5) day period, notify the Developer in writing of its grounds for non-acceptance and suggestions for correcting the work, and if the suggested corrections are justified, the Developer will make the work acceptable. The Owner shall re-inspect any revised construction work (and re-test if appropriate) and give notice of acceptance of the revised work, not later than five (5) business days after completion of any further work. The Owner's failure to inspect and/or to give any required notice of acceptance or non-acceptance within the specified time period shall be deemed acceptance.
- (c) From and after the Owner's acceptance (or deemed acceptance) of an adjusted Owner Utility, the Owner agrees to accept ownership of, and full operation and maintenance responsibility for, such Owner Utility.

13. **Design Changes.** The Developer will be responsible for the reasonable and necessary additional Adjustment design and/or construction costs necessitated by changes to the Project design that are made after the approval of the Plans. The additional costs for which the Developer is responsible shall be determined as provided in this Agreement.

14. **Field Modifications.** The Developer shall provide the Owner with documentation of any field modifications, including Utility Adjustment Field Modifications as well as minor changes described in Paragraph 16(b), occurring in the Adjustment of the Owner Utilities.

15. **Real Property Interests.**

- (a) If the Owner claims any right, title or interest in the existing locations of Owner Utilities, the Owner has provided, or upon execution of this Agreement shall promptly provide to the Developer, documentation acceptable to TxDOT indicating the right, title or interest in the real property claimed by the Owner, including, but not limited to an Affidavit of Property Interest ("**Affidavit**") on the form required by TxDOT. If the Owner has not already executed and provided the Affidavit to the Developer, the Owner shall execute it contemporaneously with its execution of this Agreement and provide it to the Developer. Such claims are subject to TxDOT's approval as part of its review of the Developer

Utility Assembly as described in Paragraph 2(a). Claims approved by TxDOT as to rights or interests are referred to herein as “**Existing Interests**”.

- (b) If acquisition of any new easement or other interest in real property (“**New Interest**”) is necessary for the Adjustment of any Owner Utilities, then the Owner shall be responsible for undertaking such acquisition. The Owner shall commence and complete each New Interest acquisition expeditiously so that related Adjustment construction can proceed in accordance with the Developer’s Project schedules. If the Owner acquires a New Interest, the Developer shall be responsible for the Developer’s Share (as specified in Paragraph 4) of the actual and reasonable acquisition costs of any such New Interest (including without limitation the Owner’s reasonable overhead charges and reasonable legal costs as well as compensation paid to the landowner), excluding any costs attributable to Betterment as described in Paragraph 15(c), and subject to the provisions of Paragraph 15(e); provided, however, that all acquisition costs shall be subject to the Developer’s prior written approval. Eligible acquisition costs shall be invoiced by the Owner and paid by the Developer pursuant to this Agreement, as a segregated component of the Owner’s costs. Any such New Interest shall have a written valuation and shall be acquired in accordance with applicable law.
- (c) The Developer shall pay the Developer’s Share only for replacement in kind of an Existing Interest (e.g., as to width and type), unless a New Interest exceeding such standard (i) is required in order to accommodate the Project or by compliance with applicable law, or (ii) is called for by the Developer in the interest of overall Project economy. Any New Interest which is not the Developer’s responsibility pursuant to the preceding sentence shall be considered a Betterment to the extent that it upgrades the Existing Interest which it replaces, or in its entirety if the related Owner Utility was not installed pursuant to an Existing Interest. Betterment costs shall be solely the Owner’s responsibility.
- (d) For each Existing Interest located within the final Project right of way, the Owner agrees to execute a quitclaim deed or other appropriate documentation relinquishing such Existing Interest to TxDOT, unless the existing Owner Utility occupying such interest is either (i) remaining in its original location or (ii) being reinstalled in a new location within the area subject to such Existing Interest. The Owner shall provide the Developer the executed quitclaim deed upon completion of the related Adjustment work and its acceptance by the Owner. Except as otherwise directed by the Developer, the Owner shall execute a quitclaim deed for each relinquishment of an Existing Interest in the form required by TxDOT. The Owner shall execute the quitclaim deed upon completion of the related Adjustment work and its acceptance by the Owner. In addition, at the time the Owner executes this Agreement, the Owner shall provide the Developer a letter signed by the Owner’s authorized representative confirming that the Owner will quitclaim the Existing Interest to TxDOT upon completion and acceptance of the Utility Adjustment. The letter shall include a copy of the unsigned quitclaim deed. All quitclaim deeds or other relinquishment documents (including the Owner’s letter and unsigned deed) shall be subject to TxDOT’s approval as part of its review of the Utility Assembly as described in Paragraph 2. For each such Existing Interest relinquished by the Owner, the Developer shall do one of the following to compensate the Owner for such Existing Interest, as appropriate:

- (e) (i) If the Owner acquires a New Interest for the affected Owner Utility, the Developer shall reimburse the Owner for the Developer's Share of the Owner's actual and reasonable New Interest acquisition costs in accordance with Paragraph 15(b), subject to Paragraph 15(c); or
- (ii) If the Owner does not acquire a New Interest for the affected Owner Utility, the Developer shall compensate the Owner for the Developer's Share of the fair market value of such relinquished Existing Interest, as mutually agreed between the Owner and the Developer and supported by a written valuation.

The compensation provided to the Owner pursuant to either subparagraph (i) or subparagraph (ii) above shall constitute complete compensation to the Owner for the relinquished Existing Interest and any New Interest, and no further compensation shall be due to the Owner from the Developer or TxDOT on account of such Existing Interest or New Interest.

- (f) The Owner shall execute a Utility Joint Use Acknowledgment ("UJUA") for each Adjustment where required by TxDOT. The Owner shall execute it contemporaneously with its execution of this Agreement. All Utility Joint Use Acknowledgments shall be subject to TxDOT approval as part of its review of the Utility Assembly as described in Paragraph 2.

16. **Amendments and Modifications.** Except as otherwise provided in Paragraph 5, this Agreement may be amended or modified only by a written instrument executed by the parties hereto, in accordance with Paragraph 16(a) or Paragraph 16(b) below.

- (a) Except as otherwise provided in Paragraph 16(b), any amendment or modification to this Agreement or the Plans attached hereto shall be implemented by a Utility Adjustment Agreement Amendment ("UAAA") in the form of Exhibit C hereto. The UAAA form can be used for a new scope of work with concurrence of the Developer and TxDOT as long as the design and construction responsibilities have not changed from those hereunder. Each UAAA is subject to the review and approval of TxDOT, prior to its becoming effective for any purpose and prior to any work being initiated thereunder. The Owner agrees to keep and track costs for each UAAA separately from other work being performed.
- (b) For purposes of this Paragraph 16(b), "Utility Adjustment Field Modification" shall mean any horizontal or vertical design change from the Plans included in a Utility Assembly previously approved by TxDOT, due either to design of the Project or to conditions not accurately reflected in the approved Utility Assembly (e.g., shifting the alignment of an 8 in. water line to miss a modified or new roadway drainage structure). A Utility Adjustment Field Modification agreed upon by the Developer and Owner does not require a UAAA, provided that the modified Plans have been submitted to TxDOT for its review and comment. The Owner shall comply with the Developer's procedures for Utility Adjustment Field Modifications. A minor change (e.g., an additional water valve, an added utility marker at a ROW line, a change in vertical bend, etc.) will not be considered a Utility Adjustment Field Modification and will not require a UAAA, but shall be shown in the documentation required pursuant to Paragraph 14 and in the record drawings.

- (c) This Agreement does not alter and shall not be construed in any way to alter the obligations, responsibilities, benefits, rights, remedies, and claims between the Developer and TxDOT to design and construct the Project, including the Adjustment.

17. **Entire Agreement.** This Agreement embodies the entire agreement between the parties regarding the Adjustment of the Owner Utilities identified on Exhibit A and there are no oral or written agreements between the parties or any representations made which are not expressly set forth herein.

18. **Assignment; Binding Effect; TxDOT as Third Party Beneficiary.** Neither the Owner or the Developer may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other party and of TxDOT, which consent may not be unreasonably withheld or delayed; provided, however, that the Developer may assign any of its rights and/or delegate any of its duties to TxDOT or to any other entity engaged by TxDOT to fulfill the Developer's obligations, at any time without the prior consent of the Owner.

This Agreement shall bind the Owner, the Developer and their successors and permitted assigns, and nothing in this Agreement nor in any approval subsequently provided by either party hereto shall be construed as giving any benefits, rights, remedies, or claims to any other person, firm, corporation or other entity, including, without limitation, any contractor or other party retained for the Adjustment work or the public in general; provided, however, that the Owner and the Developer agree that although TxDOT is not a party to this Agreement, TxDOT is intended to be a third-party beneficiary to this Agreement.

19. **Breach by the Parties.**

- (a) If the Owner claims that the Developer has breached any of its obligations under this Agreement, the Owner will notify the Developer and TxDOT in writing of such breach, and the Developer shall have fifteen (15) days following receipt of such notice in which to respond to the allegation or commence curing such breach (if one actually exists), before the Owner may invoke any remedies which may be available to it as a result of such breach; provided, however, that both during and after such period TxDOT shall have the right, but not the obligation, to cure any breach by the Developer. Without limiting the generality of the foregoing, (a) TxDOT shall have no liability to the Owner for any act or omission committed by the Developer in connection with this Agreement, including without limitation any claimed defect in any design or construction work supplied by the Developer or by its contractors or liability for any compensation due hereunder, and (b) in no event shall TxDOT be responsible for any repairs or maintenance to the Owner Utilities Adjusted pursuant to this Agreement.
- (b) If the Developer claims that the Owner has breached any of its obligations under this Agreement, the Developer will notify the Owner and TxDOT in writing of such breach, and the Owner shall have fifteen (15) days following receipt of such notice in which to respond to the allegation or commence curing such breach (if one actually exists), before the Developer may invoke any remedies which may be available to it as a result of such breach.

20. **Traffic Control, Staking and Storm Water Pollution Prevention.** Except as otherwise directed by Developer, the Developer shall provide traffic control, staking, and storm water pollution prevention ("SWPP") made necessary by the Adjustment work performed by either the

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on the date of receipt shown on the received facsimile, and served by certified or registered mail or by reliable messenger or overnight courier shall be deemed delivered on the date of receipt as shown on the addressee's registry or certification of receipt or on the date receipt is refused as shown on the records or manifest of the U.S. Postal Service or such courier. Any party may from time to time designate any other address for this purpose by written notice to all other parties; TxDOT may designate another address by written notice to all parties.

22. **Approvals.** Any acceptance, approval, or any other like action (collectively "**Approval**") required or permitted to be given by either the Developer, or the Owner pursuant to this Agreement:

- (a) Must be in writing to be effective (except if deemed granted pursuant hereto),
- (b) Shall not be unreasonably withheld or delayed; and if Approval is withheld, such withholding shall be in writing and shall state with specificity the reason for withholding such Approval, and every effort shall be made to identify with as much detail as possible what changes are required for Approval, and
- (c) Except for approvals by TxDOT, and except as may be specifically provided otherwise in this Agreement, approval shall be deemed granted if no response is provided to the party requesting an Approval within the time period prescribed by this Agreement (or if no time period is prescribed, then fourteen (14) calendar days), commencing upon actual receipt by the party from which an Approval is requested or required, of a request for Approval from the requesting party. All requests for Approval shall be sent out by the requesting party to the other party in accordance with Paragraph 21.

23. **Time; Force Majeure.**

- (a) Time is of the essence in the performance of this Agreement.
- (b) All references to "days" herein shall be construed to refer to calendar days, unless otherwise stated.
- (c) Neither the Owner nor the Developer shall be liable to the other for any delay in performance under this Agreement if the delay results from an event or condition that is beyond the party's control and is without the party's fault or negligence ("**Force Majeure**"); provided, however, if the foregoing requirements are met, Force Majeure may include acts of God, acts of civil or military authority, fire, earthquake, strike, unusually severe weather, floods or power blackouts. If Force Majeure occurs and delays a party's performance of its obligations under this Agreement, the party whose performance is delayed shall notify the other party of the commencement of the delay, of the expected duration of the delay and of any other effects of the delay on the party's performance. The notice shall be provided to the other party within five (5) days of the commencement of the delay and is a condition precedent to the party's receipt of the relief available under this Paragraph. If any such event of Force Majeure occurs, the Owner agrees, if requested by the Developer, to accelerate its efforts hereunder in order to regain lost time, so long as the Developer agrees to reimburse the Owner for the reasonable and actual costs of such efforts.

24. **Continuing Performance.** In the event of a dispute, the Owner and the Developer agree to continue their respective performance hereunder, including paying amounts for which the parties do not have a good faith dispute, and such continuation of efforts and payment of undisputed billings shall not be construed as a waiver of any legal right. Upon the Owner's receipt of payment for disputed amounts, the Owner shall provide the Developer a final waiver and release of claims and affidavits of bills paid completed and executed by the Owner on a form acceptable to Developer.
25. **Equitable Relief.** The Developer and the Owner acknowledge and agree that delays in Adjustment of the Owner Utilities will impact the public convenience, safety and welfare, and that (without limiting the parties' remedies hereunder) monetary damages would be inadequate to compensate for delays in the construction of the Project. Consequently, the parties hereto (and TxDOT as well, as a third party beneficiary) shall be entitled to specific performance or other equitable relief in the event of any breach of this Agreement which threatens to delay construction of the Project; provided, however, that the fact that specific performance or other equitable relief may be granted shall not prejudice any claims for payment or otherwise related to performance of the Adjustment work hereunder.
26. **Authority.** The Owner and the Developer each represent and warrant to the other party that the warranting party possesses the legal authority to enter into this Agreement and that it has taken all actions necessary to exercise that authority and to lawfully authorize its undersigned signatory to execute this Agreement and to bind such party to its terms. Each person executing this Agreement on behalf of a party warrants that he or she is duly authorized to enter into this Agreement on behalf of such party and to bind it to the terms hereof.
27. **Cooperation.** The parties acknowledge that the timely completion of the Project will be influenced by the ability of the Owner (and its contractors) and the Developer to coordinate their activities, communicate with each other, and respond promptly to reasonable requests. Subject to the terms and conditions of this Agreement, the Owner and the Developer agree to take all steps required to coordinate their respective duties hereunder in a manner consistent with the Developer's current and future construction schedules for the Project. The Owner further agrees to require its contractors to coordinate their respective work hereunder with the Developer.
28. **Termination.** If the Project is canceled or modified so as to eliminate the necessity of the Adjustment work described herein, then the Developer shall notify the Owner in writing and the Developer reserves the right to thereupon terminate this Agreement. Upon such termination, the parties shall negotiate in good faith an amendment that shall provide mutually acceptable terms and conditions for handling the respective rights and liabilities of the parties relating to such termination.
29. **Nondiscrimination.** Each party hereto agrees, with respect to the work performed by such party pursuant to this Agreement, that such party shall not discriminate on the grounds of race, color, sex, national origin or disability in the selection and/or retention of contractors and consultants, including procurement of materials and leases of equipment.
30. **Applicable Law.** This Agreement shall be governed by the laws of the State of Texas, without regard to the conflict of laws principles thereof.

31. **Disputes.**

- (a) **Resolution Process.** The parties commit to first try to settle any dispute or claim against each other arising out of or related to this Agreement (“**Dispute**”) through direct discussions of their senior officers. If the parties’ senior officers do not resolve the Dispute within fifteen (15) days after a party delivers written notice of such Dispute, then the parties shall proceed to mediation under the International Institute for Conflict Prevention and Resolution’s (“CPR”) rules for non-administered mediations. Mediation proceedings shall be completed within thirty (30) days after the date CPR receives the request for mediation. If the Dispute is not resolved by mediation, then the dispute shall be resolved by binding, confidential arbitration in Houston, Texas under the then prevailing CPR Rules for Non-Administered Arbitration (“CPR Rules”) with a single arbitrator selected from CPR’s Panel of Distinguished Neutrals by mutual agreement of the parties. Arbitrator’s fees will be shared equally by the parties. Each party will be allowed sixty (60) days after the appointment of the arbitrator to conduct discovery and take depositions, and the arbitration hearing shall conclude not later than thirty (30) days after the expiration of such sixty (60) day discovery period. Monetary relief shall be limited to what is permitted by this Agreement. Within ten (10) business days after the conclusion of the arbitration hearing, the arbitrator will furnish a written decision, with findings of fact and conclusions of law. The prevailing party shall be entitled to its reasonable attorney’s fees and arbitration costs. All arbitration awards may be entered in any court of competent jurisdiction. The parties may, by mutual agreement, join other disputes or persons in an arbitration proceeding conducted hereunder; provided such persons consent or are otherwise legally obligated to join in the arbitration. If, during an arbitration conducted hereunder, (i) any legal proceeding is commenced against the Developer, its affiliates, or the Developer’s sureties by a third person for a dispute arising from or related to this Agreement or the party’s rights and obligations hereunder, then the Developer shall be entitled to stay the arbitration pending the outcome of such legal proceeding or withdraw from arbitration if the other person cannot be joined in the arbitration and their presence is required in order for complete relief to be accorded to the Developer, to prevent the Developer from incurring multiple or inconsistent obligations, or to prevent the Developer from otherwise being prejudiced by the arbitration proceeding in the exercise of its rights or remedies pursuant to an agreement with a third person related to the Project. Notwithstanding the foregoing, if TxDOT is a party to the Dispute or is joined to the Dispute, then the Dispute shall be resolved by litigation and the exclusive venue for any proceedings shall be the District Court of Travis County, Texas or the United States District Court for the Western District of Texas (Austin) with all other venues being waived. If TxDOT becomes a party to a Dispute after the commencement of an arbitration hereunder, the parties agree that the litigation involving TxDOT shall become the parties’ sole and exclusive forum for the resolution of their Disputes. The Owner shall require its contractors (at all tiers) to participate in any proceeding conducted hereunder as necessary to grant full and complete relief of all Disputes arising out of or relating to the Adjustments performed hereunder.
- (b) **No Interruption of Work.** There shall be no interruption, disruption, delay or suspension by the Owner of its work hereunder during the pendency of any Dispute between the parties; provided however, that this paragraph does not limit or restrict the Developer’s right to suspend or terminate the Owner’s performance under this Agreement.

32. **Waiver of Consequential Damages.** No party hereto shall be liable to any other party to this Agreement, whether in contract, tort, equity, or otherwise (including negligence, warranty, indemnity, strict liability, or otherwise,) for any of the following loss, cost, or expense: loss of business, opportunity, revenues, profits, or goodwill; utility related fines or penalties; loss associated with becoming insolvent or filing for bankruptcy, receivership, or making an assignment for the benefit of creditors, regardless of the reason for same; cost of capital; loss of use; claims of customers; and home, regional or district office overhead or any Eichleay formula calculation or variant thereof or fixed manufacturing overhead costs.
33. **Relationship of the Parties.** This Agreement does not in any way, and shall not be construed to, create a principal/agent or joint venture relationship between the parties hereto and under no circumstances shall the Owner or the Developer be considered as or represent itself to be an agent of the other
34. **Captions.** The captions and headings of the various paragraphs of this Agreement are for convenience and identification only, and shall not be deemed to limit or define the content of their respective paragraphs.
35. **Counterparts.** This Agreement may be executed in any number of counterparts. Each such counterpart hereof shall be deemed to be an original instrument but all such counterparts together shall constitute one and the same instrument.
36. **Effective Date.** This Agreement shall become effective upon the later of (a) the date of signing by the last party (either the Owner or Developer) signing this Agreement, and (b) the date of TxDOT's approval as indicated by the signature of TxDOT's representative, below.

[SIGNATURES APPEAR ON THE NEXT PAGE.]



APPROVED BY:

**TEXAS DEPARTMENT OF
TRANSPORTATION**

By: _____
Authorized Signature

Printed

Name: Donald C. Toner, Jr. SR/WA
Director – Strategic Projects Right of Way
Strategic Projects Division
Texas Department of Transportation

Date: _____

**OWNER
CITY OF TOMBALL**

By: _____
Duly Authorized Representative

Printed

Name: _____

Title: _____

Date: _____

DEVELOPER

By: _____
Duly Authorized Representative

Printed

Name: _____

Title: _____

Date: _____

Section IV.

Exhibit A

Plans

Material Specs

Cost Estimate

County: Harris and Montgomery
Highway: SH99 Segments F1, F2, G1, G2
Limits: SH 290 to SH 59
Fed. Proj. No.: RW 3510-6-5
RW-3510-6-6
HP-2013(443)
ROW CSJ No.: 3510-06-005
3510-06-006
3510-06-011
3510-07-007
Const. CSJ No.: 0912-00-471

Exhibit A – Material Specs: Specs to be included with the bid package.

ESTIMATE OF PROBABLE CONSTRUCTION COST**Project Name:** F1 COT RELO PLANS**APIN:****Job No:** 1203-053-01**Consultant:** Cobb, Fendley & Associates, Inc.**October 2013**

ITEM NO.	SPEC ITEM NO.	DESCRIPTION	UNIT	QUANTITY	UNIT PRICE	AMOUNT
SECTION 1 - GENERAL AND SITE WORK ITEMS						
1	02260	TRENCH SAFETY	LF	778	\$ 0.50	\$ 389.00
SUBTOTAL SECTION 1 - GENERAL AND SITE WORK ITEMS (Bid Item 1):						\$ 389.00
SECTION 2 - WATER DISTRIBUTION ITEMS						
2	02511	8-INCH WATER LINE BY OPEN-CUT	LF	391	\$ 45.00	\$ 17,595.00
3	02511	8-INCH WATER LINE IN 14-INCH STEEL CASING BY OPEN-CUT	LF	387	\$ 160.00	\$ 61,920.00
4	02513	8-INCH DIAMETER WET CONNECTION	EA	2	\$ 800.00	\$ 1,600.00
5	02516	CUT, PLUG, ABANDON, AND FILL EXISTING 8-INCH DIAMETER WATER LINE	EA	2	\$ 500.00	\$ 1,000.00
6		PROPOSED EASEMENT COST	SF	7,000	\$ 6.00	\$ 42,000.00
SUBTOTAL SECTION 2 - WATER DISTRIBUTION ITEMS (Bid Items 2 - 6):						\$ 124,115.00
Eligibility Ratio 100%						
TOTAL COST						\$ 124,504.00
Developers cost: 100%						\$ 124,504.00

Section V.

Exhibit B

Buy America Compliance Certificate

County: Harris and Montgomery
Highway: SH 99 Segments F1, F2, G1, G2
Limits: US 290 to US 59
Fed. Proj. No.: RW 3510-6-5
RW 3510-6-6
HP 2013(443)
ROW CSJ No.: 3510-06-005
3510-06-006
3510-06-011
3510-07-007
Const. CSJ No.: 0912-00-471

BUY AMERICA CERTIFICATION

(To be signed by authorized signatory(ies) of Owner contemporaneous with execution of the Agreement)

The undersigned certifies on behalf of itself and all of its proposed contractors, subcontractors and suppliers (at all tiers) that only domestic steel and iron will be used in the Project.

- A. Owner shall comply with the Federal Highway Administration ("FHWA") Buy America Requirements of 23 CFR 635.410, which permits FHWA participation in the Prime Contract only if domestic steel and iron will be used on the Project, and with the requirements of 23 U.S.C. § 313, as they may be amended. To be considered domestic, all steel and iron used and all products manufactured from steel and iron must be produced in the United States, and all manufacturing processes, including application of a coating, for these materials must occur in the United States. Coating includes all processes which protect or enhance the value of the material to which the coating is applied.
- B. A false certification is a criminal act in violation of 18 U.S.C. § 1001. Should the Agreement with Developer be investigated, Owner has the burden of proof to establish that it is in compliance.

CITY OF TOMBALL

Date: _____

By: _____

Name: _____

Title: _____

Section VI.

Exhibit C

Form of Utility Adjustment Agreement Amendment

County: Harris and Montgomery
Highway: SH99 Segments F1, F2, G1, G2
Limits: SH 290 to SH 59
Fed. Proj. No.: RW 3510-6-5
RW-3510-6-6
HP-2013(443)
ROW CSJ No.: 3510-06-005
3510-06-006
3510-06-011
3510-07-007
Const. CSJ No.: 0912-00-471

**Exhibit C - Form of Utility Adjustment
Agreement Amendment: Not used on
this agreement.**

Section VII.

ROW-U-JUAA

Utility joint use acknowledgement.



UTILITY JOINT USE ACKNOWLEDGEMENT

Form ROW-U-JUAA-CDA
(Rev. 11/12)
Page 1 of 2

U-Number: **SH99-U-5006**

ROW CSJ: 3510-06-005, 3510-06-006, 3510-06-011, 3510-07-007

County: Harris and Montgomery

District: Houston

Highway: SH 99 Segments F1, F2, G1, and G2

Federal Project No.: RW 3510-6-5, RW-3510-6-6, HP 2013(443)

From: US 290

Projected Highway Letting Date: N/A

To: US 59

WHEREAS, the State of Texas, ("**State**"), acting by and through the Texas Department of Transportation ("**TxDOT**"), proposes to make certain highway improvements on that section of the above-indicated highway; and

WHEREAS, the City of Tomall, ("**Utility**"), proposes to adjust or relocate certain of its facilities, if applicable, and retain title to any property rights it may have on, along or across, and within or over such limits of the highway right of way as indicated by the location map attached hereto.

NOW, THEREFORE, in consideration of the covenants and acknowledgements herein contained, the parties mutually agree as follows:

It is agreed that joint usage for both highway and utility purposes will be made of the area within the highway right of way limits as such area is defined and to the extent indicated on the aforementioned plans or sketches. Nothing in this Acknowledgement shall serve to modify or extinguish any compensable property interest vested in the **Utility** within the above described area. If the facilities shown in the aforementioned plans need to be altered or modified or new facilities constructed to either accommodate the proposed highway improvements or as part of **Utility's** future proposed changes to its own facilities, **Utility** agrees to notify **TxDOT** at least 30 days prior thereto, and to furnish necessary plans showing location and type of construction, unless an emergency situation occurs and immediate action is required. If an emergency situation occurs and immediate action is required, **Utility** agrees to notify **TxDOT** promptly. If such alteration, modification or new construction is in conflict with the current highway or planned future highway improvements, or could endanger the traveling public using said highway, **TxDOT** shall have the right, after receipt of such notice, to prescribe such regulations as necessary for the protection of the highway facility and the traveling public using said highway. Such regulations shall not extend, however, to requiring the placement of intended overhead lines underground or the routing of any lines outside of the area of joint usage above described.

If **Utility's** facilities are located along a controlled access highway, **Utility** agrees that ingress and egress for servicing its facilities will be limited to frontage roads where provided, nearby or adjacent public roads and streets, or trails along or near the highway right of way lines which only connect to an intersecting road. Entry may be made to the outer portion of the highway right of way from any one or all access points. Where supports, manholes or other appurtenances of the **Utility's** facilities are located in medians or interchange areas, access from the through-traffic roadways or ramps will be allowed by permit issued by the **State** to the **Utility** setting forth the conditions for policing and other controls to protect highway users. In an emergency situation, if the means of access or service operations as herein provided will not permit emergency repairs as required for the safety and welfare of the public, the **Utility** shall have a temporary right of access to and from the through-traffic roadways and ramps as necessary to accomplish the required repairs, provided **TxDOT** is notified immediately when such repairs are initiated and adequate provision is made by **Utility** for the convenience and safety of highway traffic. Except as expressly provided herein, the **Utility's** rights of access to the through-traffic roadways and/or ramps shall be subject to the same rules and regulations as apply to the general public.



INITIAL
HERE

Initial

Date

Utility

If **Utility's** facilities are located along a non-controlled access highway, the **Utility's** rights of ingress and egress to the through-traffic roadways and/or ramps are subject to the same rules and regulations as apply to the general public.

Participation in actual costs incurred by the **Utility** for any future adjustment, removal or relocation of utility facilities required by highway construction shall be in accordance with applicable laws of the State of Texas.

It is expressly understood that **Utility** conducts the new installation, adjustment, removal, and/or relocation at its own risk, and that **TxDOT** makes no warranties or representations regarding the existence or location of utilities currently within its right of way.

The **Utility** and the **State**, by execution of this Acknowledgement , do not waive or relinquish any right that they may have under the law.

The signatories to this Acknowledgement warrant that each has the authority to enter into this Acknowledgement on behalf of the party represented.

IN WITNESS WHEREOF, the parties hereto have affixed their signatures.

The State of Texas

Owner: City of Tomball
Name of Utility

By: _____
Authorized Signature

Print or Type Name

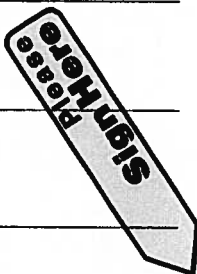
Title: _____

Date: _____

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Donald C. Toner, Jr. SR/WA
Director – Strategic Projects Right of Way
Strategic Projects Division
Texas Department of Transportation

Date: _____



Initial Date
Utility

Section VIII.

ROW-U-48

Statement covering utility construction contract work, if applicable.



STATEMENT COVERING UTILITY CONSTRUCTION CONTRACT WORK (AS APPEARING IN ESTIMATE)

U-No. SH99-U-5006

District: Houston

County: Harris and Montgomery

ROW CSJ No.: 3510-06-005, 3510-06-006, 3510-06-011, 3510-07-007

Federal Project No.: RW 3510-6-5, RW-3510-6-6, HP 2013(443)

Highway No.: SH 99 Segements F1, F2, G1, G2

I, _____, a duly authorized and qualified representative of City of Tomball, hereinafter referred to as **Owner**, am fully cognizant of the facts and make the following statements in respect to work which will or may be done on a contract basis as appears in the estimate to which this statement is attached.

It is more economical and/or expedient for **Owner** to contract this adjustment, or **Owner** is not adequately staffed or equipped to perform the necessary work on this project with its own forces to the extent as indicate on the estimate.

Procedure to be Used in Contracting Work

- ☐ A. Solicitation for bids is to be accomplished through open advertising and contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed.
- ☐ B. Solicitation for bids is to be accomplished by circulating to a list of pre-qualified contractors or known qualified contractors and such contract is to be awarded to the lowest qualified bidder who submits a proposal in conformity with the requirements and specifications for the work to be performed. Such presently known contractors are listed below:
1. _____
 2. _____
 3. _____
 4. _____
 5. _____
- ☐ C. The work is to be performed under an existing continuing contract under which certain work is regularly performed for **Owner** and under which the lowest available costs are developed. (If only part of the contract work is to be done under an existing contract, give detailed information by attachment hereto.)
- ☐ D. The utility proposes to contract outside the foregoing requirements and therefore evidence in support of its proposal is attached to the estimate in order to obtain the concurrence of the State, and the Federal Highway Administration Division Engineer where applicable, prior to taking action thereon (approval of the agreement shall be considered as approval of such proposal).
- ☐ E. The utility plans and specifications, with the consent of the State, will be included in the construction contract awarded by the State.



Signature _____

Date _____

Title _____

*Fill out your
Name -
Check off
the box.*

Section IX.

GP-U1A

Utility owner affidavit of property interest, if applicable.



AFFIDAVIT

(for Utility Owner)

U-No. SH99-U-5006

THE STATE OF TEXAS

COUNTY OF _____

§
§
§

District: Houston
County: Harris and Montgomery
Federal Project No.: RW 3510-6-5, RW-3510-6-6, HP 2013(443)
ROW CSJ No.: 3510-06-005, 3510-06-006, 3510-06-011, 3510-07-007
Highway No.: SH 99
(To be filled in by State)

BEFORE ME, THE UNDERSIGNED AUTHORITY, on this day personally appeared _____ of the City of Tomball, ("Utility") who after being by me duly sworn upon his/her oath deposes and says as follows:

"I, _____, am over the age of 18 years and am fully competent to testify to the matters set forth in this Affidavit. I have personal knowledge of all facts and swear that such facts are true and correct.

1. _____;
[legal description of land]
2. _____;
[facts indicating affiant's familiarity with subject land, including inspection and surveys]
3. _____;
[facts attesting to ownership, including claims through deeds, etc.]
4. _____;
[facts showing use of property]
5. _____;
[facts showing nature and state of repair of enclosures or fencing]
6. _____;
[facts showing continuous possession for statutory period].

Further affiant sayeth not."

[SIGNATURES APPEAR ON THE NEXT PAGE]

Signature

Title

City of Tomball
Company

Corporate Acknowledgment

State of Texas
County of

This instrument was acknowledged before me on _____ by _____
_____, _____ of _____
_____, a _____ corporation, on behalf of said corporation.

Notary Public's Signature

20
6
NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEDICATION OF EASEMENT

06/08/05 Y524655 30034144

\$26.00

THE STATE OF TEXAS

§

COUNTY OF HARRIS

§

§

KNOW ALL MEN BY THESE PRESENTS:

Exxon Mobil Corporation, hereinafter referred to as "Grantor," for and in consideration of the growth, the requirements, and the benefits to accrue to the parties and the citizens of the City of Tomball, Texas, and the receipt and sufficiency of such consideration being hereby acknowledged, HAS DEDICATED, GIVEN, GRANTED, AND CONVEYED and by these presents DOES HEREBY DEDICATE, GIVE, GRANT, AND CONVEY, unto the City of Tomball, Texas, hereinafter referred to as "Grantee," its successors, assigns, and legal representatives, an exclusive and perpetual easement for public utility purposes, including the right to construct, operate, maintain, inspect, replace, and remove said public utilities, along, across, over, and under that certain tract or parcel of land in Harris County, Texas, described by metes and bounds in *Exhibit 'A'* attached hereto, and described by survey plat in *Exhibit 'B'* attached hereto, both Exhibits being incorporated herein by this reference for all purposes.

The Grantee may do and perform all acts necessary to construct, operate, maintain, inspect, replace, and remove said public utilities along, across, over, and under said easement, and operate thereon all necessary machinery and equipment, and Grantee shall have the right to cut, trim, and remove trees, brush, or shrubbery, or weeds, or to remove improvements which may encroach upon, burden, or interfere with the easement herein granted. Grantor retains, reserves, and shall continue to enjoy the use of the surface of the easement area for any and all

purposes which do not interfere with or prevent the use by Grantee of the easement, rights, and privileges granted herein, subject to all applicable laws and regulations of the State of Texas or its political subdivisions, including Grantee. In the event that it appears that any planned use of the surface of the easement area by Grantor or any successor of Grantor and the exercise of the rights granted hereunder to Grantee may conflict the parties shall attempt to reach an agreement that allows both of them to accomplish their desired result with a minimum of cost and inconvenience to both parties, provided that it is understood and agreed that the rights of Grantee granted hereunder shall be paramount and Grantee shall not be required to agree to anything that would substantially reduce the value and/or utility of such rights.

The easement and the rights and privileges herein granted shall be in force an effect for so long as said easement is used for the purposes provided herein, it being understood and agreed that, at such time as Grantee shall cease to utilize said easement for the purposes provided herein for an uninterrupted period of two (2) years, said easement and the rights and privileges granted herein shall terminate, and be of no further force and effect. This instrument shall be binding upon the successors, assigns, legal representatives, heirs, executors, and administrators of both the Grantor and the Grantee.

TO HAVE AND TO HOLD the above described easement unto the said Grantee, its successors, assigns, and legal representatives, and Grantor hereby binds Grantor and Grantor's heirs, executors, administrators, successors, and assigns to Grantee and its successors, assigns, and legal representatives, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this 26th day of May, 2005.

GRANTOR: Exxon Mobil Corporation

By: G.R. Shultz, Agent and Attorney in Fact

By: GK Shultz

Printed Name: G.R. SHULTZ

ADDRESS OF GRANTEE:

**The City of Tomball
401 West Market Street
Tomball, Texas 77375**

Attachments: Exhibit "A"--Utility Easement, Metes and Bounds
Exhibit "B"--Utility Easement, Survey Plat

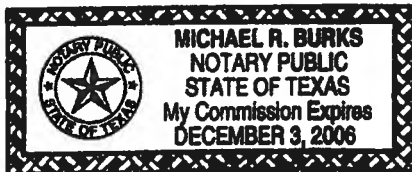
ACKNOWLEDGEMENT

THE STATE OF TEXAS

COUNTY OF HARRIS

Answers

This instrument was acknowledged before me on the 26 day of MAY, 2005,
by G.R. Shultz, Agent and Attorney in Fact




NOTARY PUBLIC IN AND FOR
SAID COUNTY AND STATE

My commission expires:

12-3-2006

Please return to:

**Attn. Roderick J. Hainey, C.F.M.
Director of Public Works
City of Tomball
501 James Street
Tomball, Texas 77375**

COUNTY CLERK
HARRIS COUNTY, TEXAS

05 JUN -8 AM 11:42

FILED

**METES AND BOUNDS DESCRIPTION
3.604 ACRES (157,005 SQUARE FEET)
AUGUST SENECHAL SURVEY, A-722
HARRIS COUNTY, TEXAS**

Being a 3.604 acre (157,005 square feet) tract of land located in the August Senechal Survey, Abstract 722, Harris County, Texas, said 3.604 acre tract being out of and part of that certain 314.8179 acre tract conveyed to Exxon Mobil Corp. by instrument recorded under Harris County Clerk's File Number (H.C.C.F.) W883345, of the Official Public Records of Real Property of Harris County, Texas (O.P.R.R.P.H.C.T.), said 3.604 acre tract being more particularly described by metes and bounds as follows (All bearings are based on the Texas Coordinate System, South Central Zone 4204, NAD83):

BEGINNING at a found 5/8 inch iron rod at the southeast corner of that certain 3.000 acre tract out of Boudreaux Estates an unrecorded subdivision conveyed to Greater Life Church, Inc. by instrument recorded under H.C.C.F. H433378, O.P.R.R.P.H.C.T. and the northeast corner of said 314.8179 acre tract and in the westerly right-of-way line of Boudreaux Road (60 foot wide as shown on W.P.A. Project 65-1-66-2749):

THENCE, along said westerly and northerly right-of-way lines of Boudreaux Road the following three (3) courses and distances:

- 1) South 02°54'46" East, a distance of 2591.31 feet to a found 5/8 inch iron rod with cap stamped "Carter Burgess" at a cut-back corner of the herein described tract;
- 2) South 41°51'16" West, a distance of 21.19 feet to a found 5/8 inch iron rod with cap stamped "Carter Burgess" at a cut-back corner of the herein described tract;
- 3) South 87°01'19" West, a distance of 5254.30 feet to the southwest corner of said 314.8179 acre tract and the southeast corner of that certain 2.39 acre tract out of Hoffman Estates an unrecorded subdivision conveyed to Mariano Ruz and Maria Deiga Ruz by instrument recorded under H.C.C.F. W271382 O.P.R.R.P.H.C.T. and the southwest corner of the herein described tract;

THENCE, North 03°00'36" West, a distance of 20.00 feet along the common line of the said 314.8179 acre tract and said 2.39 acre tract to the most easterly northeast corner of the herein described tract;

THENCE, over and across the said 314.8179 acre tract the following three courses and distances, being 20 feet west of and north of and parallel to the easterly and northerly right-of-way lines of Boudreaux Road:

- 1) North 87°01'19" East, a distance of 5245.99 feet to an angle point of the herein described tract;
- 2) North 41°51'16" East, a distance of 4.64 feet to an angle point of the herein described tract;

- 3) North 02°54'46" West, a distance of 2583.10 feet to the most northerly northeast corner of the herein described tract;

THENCE, South 87°09'52" East, a distance of 20.00 feet to the **POINT OF BEGINNING** and containing 3.604 acres (157,005 square feet) of land

Notes:

1. This metes and bounds description was prepared in conjunction with a parcel sketch of even date.
2. All coordinates and distances are surface and may be converted to grid by multiplying by a combined scale factor of 0.9999462.

Prepared by:
PBS&J, Inc.
1880 S. Dairy Ashford
Houston, Texas 77077-4760
281-493-5100
PBS&J Job No. 460749.00

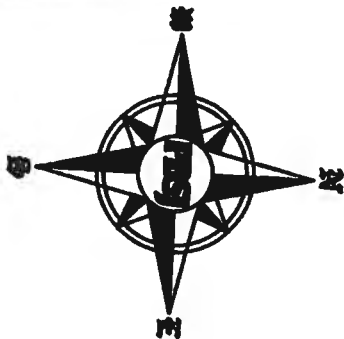


T. Rowe 05/20/04
Terry L. Rowe RPLS #5493

MATCH LINE

S 87°01'19" W BOUDREAUX ROAD 5254.30'
(60' R.O.W.)
(W.P.A. PROJECT NO. 65-1-66-2749)

N 87°01'19" E 5245.99'



314.8179 ACRES
EXXON MOBIL CORP.
H.C.C.F. W883345
O.P.R.R.P.H.C.T.

BOUDREAUX ESTATES
UNRECORDED SUBDIVISION

20'
60'

AUGUST SENECHAL SURVEY, A-722
HARRIS COUNTY, TEXAS
N 02°54'46" W 2583.10'

3.000 ACRES
GREATER LIFE CHURCH, INC.
H.C.C.F. H433378
O.P.R.R.P.H.C.T.

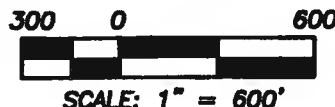
3.604 ACRES
157,005 SQ. FT.
S 02°54'46" E 2591.31'

2-FND 5/8" IR
W/CAP STAMPED
"CARTER/BURGESS"

BOUDREAUX ROAD
(60' R.O.W.)
(W.P.A. PROJECT NO. 65-1-66-2749)

END 5/8" IR
P.O.B.

PROPOSED 20' WATERLINE EASEMENT



LINE TABLE		
LINE	BEARING	LENGTH
L1	S41°51'16"W	21.19'
L2	N03°00'36"W	20.00'
L3	N41°51'16"E	4.64'
L4	N87°09'52"E	20.00'

NOTES:

- 1) ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, SOUTH CENTRAL ZONE 4204, NAD 83. ALL COORDINATES AND DISTANCES ARE SURFACE AND MAY BE CONVERTED TO GRID BY MULTIPLYING BY A COMBINED SCALE FACTOR OF 0.9999462.
- 2) THIS PARCEL SKETCH IS PREPARED IN CONJUNCTION WITH A WRITTEN DESCRIPTION OF THE HEREIN DESCRIBED TRACT.
- 3) H.C.C.F. = HARRIS COUNTY CLERK'S FILE NUMBER, F.C.
= FILM CODE M.R.H.C.T. = MAP RECORDS HARRIS COUNTY TEXAS, O.P.R.R.P.H.C.T. = OFFICIAL PUBLIC RECORDS OF REAL PROPERTY HARRIS COUNTY, TEXAS, D.R.H.C.T. = DEED RECORDS OF HARRIS COUNTY, TEXAS, P.O.C. = POINT OF COMMENCEMENT, P.O.B. = POINT OF BEGINNING.

Exhibit "B"

PARCEL 11

TOMBALL WATERLINE
CITY OF TOMBALL
HARRIS COUNTY, TX

PBSJ

1880 S. DAIRY ASHFORD RD., SUITE 300
HOUSTON, TEXAS 77077
PHONE (281) 493-5100

JOB NO. 460749.00 DATE: 05/20/04

FILE: PARCEL 11.DWG DWG BY: RBM

2.39 ACRES
MARIANO RUZ &
MARIA DEIGA RUZ
C.C.F. W271382

60'

L2

HOFFMAN ESTATES
UNRECORDED SUBDIVISION

⑪

3.604 ACRES
157,005 SQ. FT.

20'

AUGUST SENECHAL SURVEY, A-722
HARRIS COUNTY, TEXAS

MATCH LINE

S 87°01'19" W BOUDREAU ROAD 5254.30'

(60' R.O.W.)
(W.P.A. PROJECT NO. 65-1-66-2749)

N 87°01'19" E

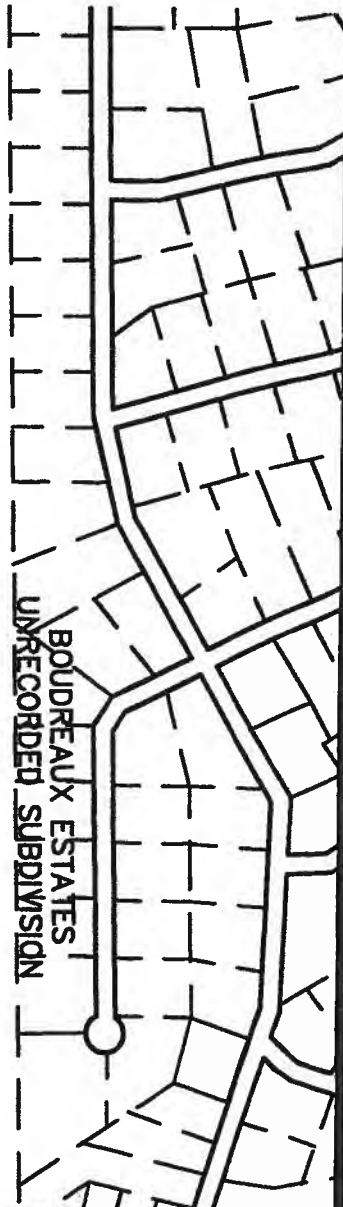
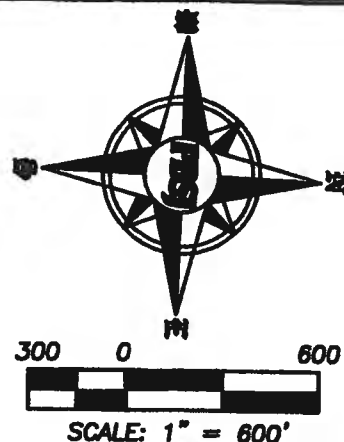
5245.99'

RECORDER'S MEMORANDUM:
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blockouts additions and changes were present at the time the instrument was filed and recorded

314.8179 ACRES
EXXON MOBIL CORP.
H.C.C.F. W883345
O.P.R.R.P.H.C.T.

Exhibit "B"

LINE TABLE		
LINE	BEARING	LENGTH
L1	N41°51'16"E	21.19'
L2	N03°00'36"W	20.00'
L3	N41°51'16"E	4.64'
L4	N87°09'52"E	20.00'



PARCEL 11

TOMBALL WATERLINE
CITY OF TOMBALL
HARRIS COUNTY, TX

PBSJ

1880 S. DAIRY ASHFORD RD., SUITE 300
HOUSTON, TEXAS 77077
PHONE (281) 493-5100

JOB NO. 460749.00 DATE: 05/20/04

FILE: PARCEL 11.DWG DWG BY: RBM



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

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

JUN - 8 2005



Beverly B. Keyman
COUNTY CLERK
HARRIS COUNTY, TEXAS

Section X.

ROW Map(s)

Section XI.

No Conflict Sign-Off Forms

GP-USO-UDC

GP-USO-UM



GP-USO-UDC

Rev. 6/2012

Page 1 of 1

Developer's Utility Design Coordinator Utility No Conflict Sign-Off Form

Utility Design Coordinator: Vineeta Jayaram
Date plans received: 12/06/13
Utility Company: City of Tomball
Assembly "U" number: SH99-U-5006
Type of Utilities: Water
Date on Utility's plans: 12/10/13 No. of sheets in Utility's plans: 9

I, the Utility Design Coordinator (UDC) on behalf of the Developer (Zachry Odebrecht Parkway Builders) certify that a review of the above referenced Utility plans concerning the proposed highway improvements on the Grand Parkway has been completed and have not identified any conflicts between the Utility's proposed relocation and any design features.

Design features include but are not limited to pavement structures, drainage facilities, bridges, retaining walls, traffic signals, illumination, signs, foundations, duct/conduit, ground boxes, erosion control facilities, water quality facilities and other Developer-Managed Utilities.

Any design changes to the Grand Parkway roadway after the signing of this form will be coordinated through the Developer's Utility Manager and the affected Utility Owner.

☐ Check box if there are any areas of concern and insert comments below:

Print Name:
(UDC)

Vineeta Jayaram

Date:

1/14/14

Utility Design Coordinator (UDC)

Sign Name:
(UDC)

Vineeta Jayaram

Date:

1/14/14

Utility Coordination
Firm Name:

Cobb, Fendley and Associates, Inc.

This form must be completed/signed and included in each Utility Assembly submitted to the Texas Department of Transportation.



Developer's Utility Manager Utility No Conflict Sign-Off Form

Utility Manager: Garrett Coffin
Date plans received: 12/06/13
Utility Company: City of Tomball
Assembly "U" number: SH99-U-5006
Type of Utilities: Water
Date on Utility's plans: 12/10/13 No. of sheets in Utility's plans: 9

I, the Utility Manager (UM) working on behalf of the Developer (Zachry Odebrecht Parkway Builders) certify that a review of the above referenced Utility plans concerning the proposed highway improvements on the Grand Parkway has been completed and have not identified any conflicts between the Utility's proposed relocation and any existing and/or proposed Utilities.

The proposed Utility plans conform to Title 43, Texas Administrative Code, Section 21.31 – 21.56 of the Utility Accommodation Rules.

☐ Check box if there are any areas of concern and insert comments below:

Print Name:
(Utility Manager-
UM) Garrett Coffin Date: _____

Sign Name:
(UM) _____ Date: _____

Print Name:
(Utility Design
Coordinator –
UDC) Vineeta Jayaram Date: 1/14/14

Sign Name:
(UDC) Vineeta Jayaram Date: 1/14/14

Utility
Coordination
Firm Name: Cobb, Fendley and Associates, Inc.

This form must be completed/signed and included in each Utility Assembly submitted to the Texas Department of Transportation.

Section XII.

ROW-N-30

Quitclaim deed, if applicable.

Notice of Confidentiality Rights: If you are a natural person, you may remove or strike any of the following information from this instrument before it is filed for record in the public records: your Social Security Number or your Driver's License Number.



Form ROW-N-30
(Rev. 07/11)
Page 1 of 2

QUITCLAIM DEED

THE STATE OF TEXAS

§ **ROW CSJ: 3510-06-005, 3510-06-006, 3510-06-011, 3510-07-007**

COUNTY OF _____

§
§ **KNOW ALL MEN BY THESE PRESENTS:**

That, _____ of the County of _____, State of Texas, hereinafter referred to as Grantors, whether one or more, for and in consideration of the sum of _____ Dollars (\$_____) and other good and valuable consideration to Grantors in hand paid by the State of Texas, acting by and through the Texas Transportation Commission, the receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied, have Quitclaimed and do by these presents Bargain, Sell, Release and forever Quitclaim unto the State of Texas all of Grantors' right, title, interest, claim and demand in and to that certain tract or parcel of land, situated in the County of _____, State of Texas, more particularly described in Exhibit "A," attached hereto and incorporated herein for any and all purposes.

Type in District description of acquisition here.

TO HAVE AND TO HOLD for said purposes together with all and singular the rights, privileges, and appurtenances thereto in any manner belonging unto the said State of Texas forever.

IN WITNESS WHEREOF, this instrument is executed on this the ____ day of _____, 20__.

_____	_____
_____	_____
_____	_____

Acknowledgement

State of Texas

County of _____

This instrument was acknowledged before me on _____

by _____.

Notary Public's Signature

Corporate Acknowledgment

State of Texas

County of _____

This instrument was acknowledged before me on _____ by _____

_____, _____

of _____, a _____

corporation, on behalf of said corporation.

Notary Public's Signature

January 8, 2014

Mr. Donald C. Toner, Jr.
Division Right of Way Administrator
Texas Turnpike Authority
7700 Chevy Chase Dr.
Building 5, Suite 250
Austin, Texas 78752

RE: SH99 Segment F1, F2, G1, G2 -- Utility Assembly SH99-U-5006
Quitclaim of Existing Property Interests

Dear Mr. Toner,

This letter is to inform you that City of Tomball will provide an executed Quitclaim Deed to TxDOT for each existing property interest upon completion of the adjustment work as described in the Utility Assembly SH99-U-5006 and shown on the included Utility Adjustment Plans. The relevant existing utility property interests have been documented in the Affidavit of Property Interest provided in the Utility Assembly. The existing property interests will be relinquished in accordance with Section 15(d) of the Utility Agreement (Form TxDOT-CDA-U-35-DM). The existing property interest for the 8-inch waterline will be relinquished once a replacement property interest has been obtained and the 8-inch waterline has been relocated. All remaining existing property interests along Grand Parkway will be relinquished at no cost and with no replacement property interest upon completion of the adjustment work.

If you need further information, do not hesitate to contact me.

Signature

Lori Lakatos
City Engineer

Regular City Council Agenda Item Data Sheet

Meeting Date: February 3, 2014

Topic:

Approve Encroachment Agreement for Raleigh Creek Boulevard at Raleigh Creek Subdivision and Authorize Mayor to Execute Agreement

Background:

LS Development, LLC desires to install a central entry tower, that is non-habitable, within the median of Raleigh Creek Boulevard at Raleigh Creek Subdivision. Should the City need repair or expand any public improvements along Raleigh Creek Boulevard, the City will not be responsible for replacing any private improvements that encroach within the right of way if they become damaged

The request letter from LS Development, LLC. is attached along with the Encroachment Agreement.

Origination:

Jim Spurlin, LS Development, LLC

Recommendation:

N/A

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

Lori Lakatos, Engineering Division

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

LS Development Request Letter
Encroachment Agreement - Raleigh Creek Blvd
Encroachment Agreement Exhibit

LS Development, LLC
10423 Huffsmith Road
Tomball, Texas 77375
Jim Spurlin, Owner

December 16,2013

City of Tomball, Management
501 James Street
Tomball, Texas 77375

Dear City of Tomball Management-

Now that we have resolved and are seeking a re-plat of restricted reserves A and B at the Entrance of the Raleigh Creek Subdivision, LS Development, LLC seeks permission to encroach/overhang into the 80' ROW by constructing improvements between the ingress and egress lanes for beautification and identity of the Raleigh Creek Subdivision located off Zion Road. We will be installing concrete conduit/sleeves for installation of irrigation systems, electricity for lighting plumbing for two water features, electrical for sign illumination, a non-habitable Entry Tower, and some heavy timber accent pergolas. These are more specifically described and attached hereto as Exhibit "D" and made a part of this cover letter to City of Tomball management. Also more descriptions of Liability Releases are found in the Formal Consent to Encroach agreement to be reviewed by City Counsel and Management.

I appreciate your consideration of this endeavor, as it will greatly enhance our entry and identity on Zion Road. We are simply following suit with many dramatic residential entry designs across Harris county so that Raleigh Creek can compete and be a desirable place to live.

We have reviewed the plans with Fire, Rescue, Service, and Engineering and manipulated the vertical and horizontal clearances for all affected. Please review the enclosed plans Exhibit "D" and consent to encroach agreement Exhibit "E" found attached to this cover letter. Thanks to everyone involved, that has helped make this a great development.

Yours Truly,

A handwritten signature in black ink, appearing to be 'JS' with a stylized flourish.

Jim Spurlin

LS Development LLC

CONSENT TO ENCROACHMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This Agreement is made and entered into by and between the City of Tomball, Texas, a municipal corporation situated in Harris County, Texas ("City"), and LS Development, LLC a Texas corporation ("LS").

WHEREAS, LS owns land and proposed improvements located at the entrance to Raleigh Creek Subdivision, City of Tomball, Harris County, Texas, and more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, some of the proposed improvements to be located on such property encroach into the right-of-way of Raleigh Creek Blvd., herein called the "ROW," more particularly described in Exhibit "A" attached hereto and made a part hereof; and

WHEREAS, the City Council of City has determined that such encroachment does not adversely affect the ROW or create any hazardous condition thereon; and

WHEREAS, the City Council of City desires to authorize the encroachment; now, therefore,

For and in consideration of the premises and the mutual covenants and promises herein contained, City and LS agree as follows:

1. Subject to the terms and conditions of this Agreement, City consents to the encroachment into the ROW by LS's improvements between and above the ingress and egress lanes for beautification and identity of the Raleigh Creek Subdivision, which includes: a central entry tower feature, identified as Tower 3, that is non-habitable, and concrete conduit/sleeves for installation of irrigation system, electricity for lighting, and plumbing for two water features, as more specifically described and attached hereto as Exhibit "A" and made a part hereof.

2. LS, and its successors and assigns agree to defend, indemnify, and hold harmless City and its officers, agents, and employees from any and all claims and liabilities for injury to or death of any person or for damages to property arising out of the execution of this Agreement or the use of the ROW encroached upon.

3. Based upon the recommendations of Civil Engineers, licensed by the State of Texas and acting as a consultant to the City, the City may, at the sole discretion of its City Council, require that any encroachment allowed by this Agreement be removed or altered. LS or its successors and assigns, shall, at its sole expense, cause the removal or alteration of such encroachment within ninety (90) days following demand to do so. Should LS, or its successors or assigns, fail or refuse to remove or alter such encroachment within the prescribed period following demand, City may cause such removal or alteration and LS, or its successors and assigns, shall be liable for all costs and expenses incurred by City. LS for itself and its successors and assigns, hereby releases City from and against any and all liability for damage or loss caused to its property by any such removal or alteration regardless of whether City's negligence may contribute to such damage or loss.

EXECUTED this ____ day of _____, 2014.

LS DEVELOPMENT

By: _____
Name: Jim Spurlin
Title: President

Address: 10423 HufsmithRd
Tomball Texas, 77375

ATTEST:

By: _____
Name: _____
Title: _____

THE STATE OF TEXAS §
 §
COUNTY OF _____ §

This instrument was acknowledged before me on the ____ day of _____, 2014, by Jim Spurlin, President of LS Development.

Notary Public In and For the State of Texas

My Commission Expires: _____

(SEAL)

CITY OF TOMBALL, TEXAS

Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary

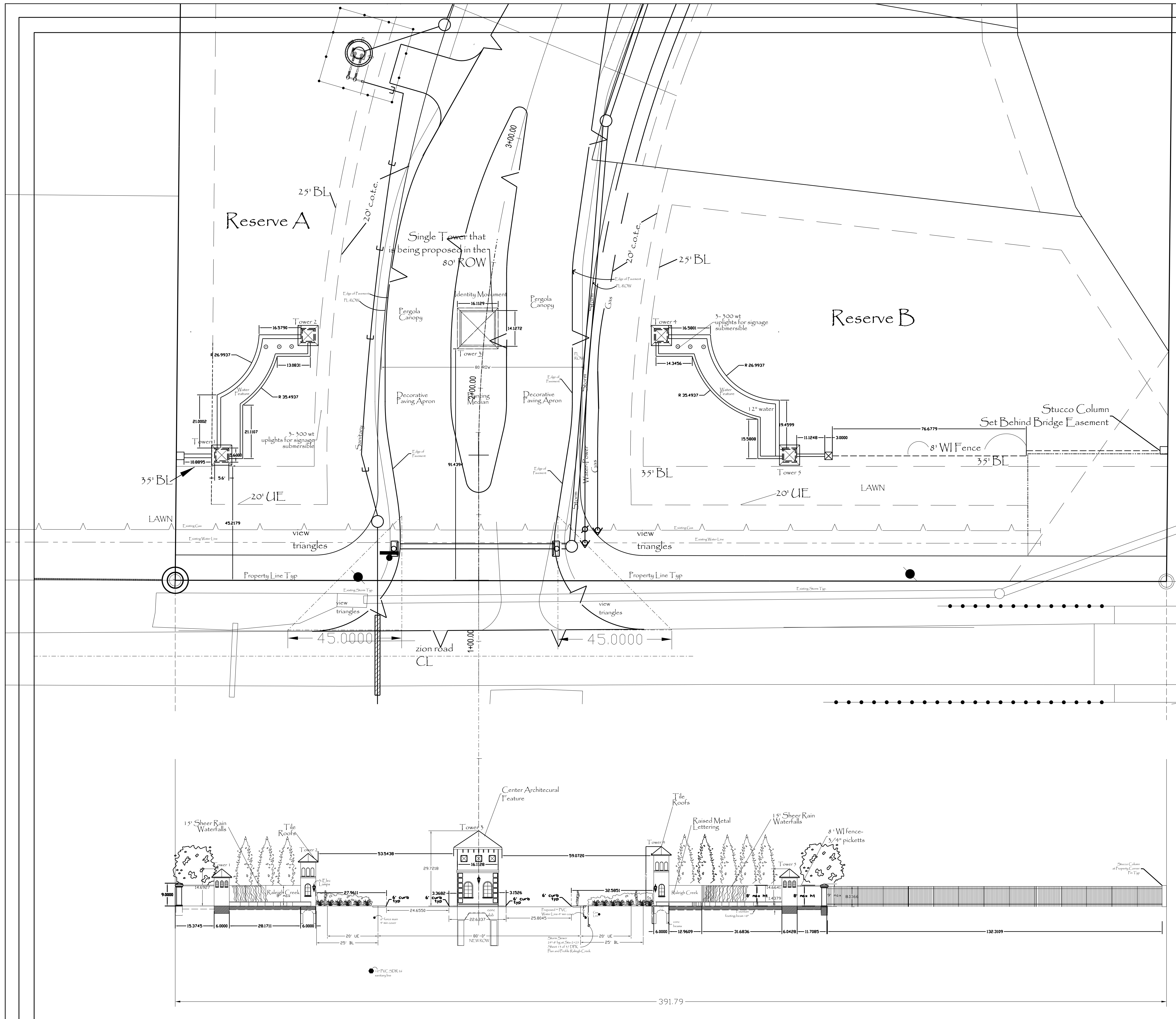
THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

 This instrument was acknowledged before me on the _____ day of
_____, 2014, by Gretchen Fagan, Mayor of the City of Tomball, Texas.

Notary Public In and For the State of Texas

My Commission Expires:_____

(SEAL)



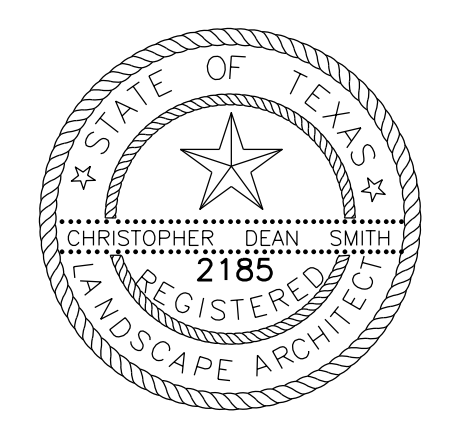
- GENERAL NOTES
1. U.E. Indicates Utility Easement.
 2. B.L. Indicates Building Line
 3. W.L.E. Indicates Water Line Easement.
 4. H.C.C.F. No. Indicates Harris County Clerk's File Number.
 5. V. & P. Indicates Volume and Page.
 6. "One foot reserve dedicated to the public as a buffer separation between the side or end of streets in subdivision plats where such streets abut adjacent acreage tracts, the conditions of such dedication being that when adjacent property is subdivided in a recorded plat the one foot reserve shall thereupon become vested in the public for street right of way purposes (and the fee title thereto shall revert to and revert in the dedicator, his heirs assigns, or successors)
 7. All 14 foot Utility Easements shown extend 7 feet on either side of a common lot line unless otherwise indicated.
 8. H.C.M.R. Indicates Harris County Map Records.
 9. Reserves "A", and "B" are hereby restricted to Recreation.
 10. Tower 3 and Related Pergola elements are not part of this application and are shown for reference only, they will be submitted once developer gets Encroachment Agreement approved through city.
 11. Towers 2-4 will seek a variance via Board of Adjustments.

Single Exhibit A for Consent to Encroach 80' ROW

↑
All bearings shown hereon are based on grid north of the U.S. State Plane Coordinate System, Texas South Central Zone, NAD 1983 Datum
1"=0"= 1/16"

1/21/2014

RALEIGH CREEK
SECTION ONE,
PARTIAL REPLAT NUMBER TWO
A SUBDIVISION OF 1.2774 ACRES, BEING A
REPLAT OF RESERVE "A", BLOCK 2 AND
RESERVE "B", BLOCK 1, OF RALEIGH
CREEK SECTION ONE, AS RECORDED IN
FILM CODE NO. 656125 H.C.M.R., AND
SITUATED IN THE JOSEPH MILLER
SURVEY, ABSTRACT NUMBER 50, HARRIS
COUNTY, TEXAS



Overall Site Plan-Exhibit A 1/16"= 1'-0"

Marquise Pools, LLC- Landscape Architecture Design-Build
27326 Robinson Road Suite 221
Oak Ridge, TX 77385
Chris D. Smith- Reg Landscape Architect TBAE # 2185
281-296-7946, chris@marquisepools.com

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 3, 2014

Topic:

Discussion regarding the Adoption of Updated Building and Fire Codes

Background:

The Community Development Department and Fire Department are pursuing updates to existing Building and Fire Codes. Currently, the City regulates to the following codes:

- 2003 International Building Code
- 2003 International Residential Code
- 2003 International Mechanical Code
- 2003 International Plumbing Code
- 2005 National Electric Code
- 2009 Commercial Energy Code (enforced by state mandate)
- 2006 International Fire Code
- 2006 National Fire Protection Association (NFPA) 101-Life Safety Code

Over the past several months, the City's Building Official, Building Inspectors and Fire Marshal 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. Therefore, the proposed updated codes are:

- 2012 International Building Code
- 2012 International Residential Code
- 2012 International Mechanical Code
- 2012 International Plumbing Code
- 2011 National Electric Code
- 2012 International Fire Code
- 2012 NFPA 101-Life Safety Code

An Ordinance to adopt the updated codes will be brought to the February 17, 2014 City Council meeting. Mark Roberts, Senior Regional Manager with the International Code Council (ICC), will be presenting an overview of the updated codes.

Origination:

Community Development Department and Fire Department

Recommendation:

N/A

Funding:

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

Community Development Department

ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

ISO Letter 06.13.13

City of Tomball Letter 09.05.13



4 B EVES DRIVE SUITE 200 MARLTON, NJ 08053 (856) 985-5600 FAX: (856) 810-9065

June 13, 2013

Mr. David Allen, Building Official
City of Tomball
401 Market St.
Tomball, Texas 77375

RE: Building Code Effectiveness Grading Schedule Classification Results
Tomball, Harris County, Texas

Dear Mr. Allen:

We wish to thank you and Mr. Craig Meyers 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 10 for 1 & 2 family residential property and a Class 10 for commercial and industrial property.

The new Classification is a regression from the former Class 6 for 1 & 2 family residential property and a Class 6 for commercial and industrial property. The principal reasons contributing to this regression are:

- Current adopted building codes ten years old.
- Current adopted additional codes ten years old.
- Plan review staff experience less than 5 years.

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 6 and CL 6. If this letter is acknowledged by **July 15, 2013** advising us that this matter will be reviewed within the next three months 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 6 and CL class 6, we will need to receive, by **September 13, 2013**, a list of the changes you intend to make. Additionally, we would appreciate your estimate of the amount of time which will be 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 Sola'

BCEGS Community Mitigation Analyst
(312) 241-7297
esola@iso.com

cc: Mr. George Shackleford, City Manager

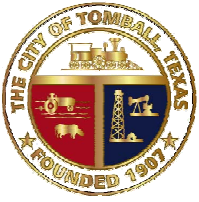
Ms. Esther Sola', BCEGS Community Mitigation Analyst
ISO National Processing Center
4 B Eves Drive - Suite 200
Marlton, NJ 08053

Date: _____

We have reviewed your letter of June 13, 2013 advising the results of the recent survey for **Tomball, TX**. With regards to the regression from our previous classification, we plan to take the following action (please check the appropriate statement below):

- ☐ We will review the results of the survey and decide if Tomball will institute programs to regain our previous BCEGS classification number. We understand that we are to notify ISO by **July 15, 2013** of our decision.
- ☐ We are in the process of developing an action plan or have implemented an action plan to effect changes that will regain our original class. This plan will be submitted to ISO by **September 13, 2013** and will include details of condition(s) to be addressed and a timeline for bringing the plan to completion.
- ☐ Tomball has completed the action plan and we are attaching the relevant information to be evaluated by ISO for the purposes of re-classifying Tomball.
- ☐ The conditions that have resulted in our less favorable classification are mandates Tomball must adhere to. We do not intend to make significant changes in the immediate future to the other aspects of our agency that might improve the BCEGS classification.
- ☐ We have reviewed the results of the survey for Tomball and feel our building code enforcement effort at present represents our best interest. We understand that you will contact us in approximately 5-years to update the survey. We can request a new BCEGS survey from ISO if we institute changes that would affect our classification.
- ☐ We would like an ISO BCEGS representative to contact us regarding our recent BCEGS evaluation. The person they should call is _____ at the following phone number (____) _____.
- ☐ Other, please explain.

Name: _____ Title: _____
Street Address: _____
City: _____ State: _____ Zip Code: _____
Phone Number: (____) _____.



City of Tomball

Gretchen Fagan
Mayor

George Shackelford
City Manager

September 5, 2013

Ms. Esther Sola', BCEGS Community Mitigation Analyst
ISO National Processing Center
4 B Eves Drive, Suite 200
Marlton, NJ 08053

Re: City of Tomball Building Code Effectiveness Grading Schedule (BCEGS) Classification

Dear Ms. Sola':

The City of Tomball has commenced the process of updating Building Codes in an effort to maintain the current BCEGS Classification of 6 for one and two family residential properties and commercial and industrial properties. Currently the City of Tomball enforces the 2003 International Building Code, 2003 International Residential Code, 2003 International Mechanical Code, 2003 International Plumbing Code and 2005 National Electric Code. As part of the update, City of Tomball staff is pursuing a transition to the 2012 International Building Code, 2012 International Residential Code, 2012 International Mechanical Code, 2012 International Plumbing Code and 2011 National Electric Code.

Over the last six months, Building Permits and Inspections Division personnel have attended numerous training classes on the updated Codes. Also, we have been in contact with Mark Roberts at the International Code Council in regards to assisting with the transition and education of City staff and City Council on the significant differences between the adopted and 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 first quarter of 2014.

Also, it was mentioned in the BCEGS results that the City's plan review staff has less than five years of experience. All plan review is performed by the Building Official, David Allen, who has been a Building Official and Inspector for over 20 years and also has an additional 20 years of construction experience.

If you have any questions or require more information in order for the City of Tomball to maintain its current BCEGS rating of 6 while we transition to the updated codes, please contact me directly at cmeyers@tomballtx.gov or (281) 290-1412. Thank you.

Sincerely,

Craig T. Meyers, PE, CFM
City of Tomball Community Development Director

cc: Mr. George Shackelford, City of Tomball City Manager
Mr. David Allen, City of Tomball Building Official