

CORRECTED

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



MONDAY, JANUARY 20, 2014

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, January 20, 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 Charlie Middlebrook, Impact Church-Houston

3.0 Pledges to U.S. and Texas Flags

- Led by Members of the Tomball High School Student Council

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

accordance with law.]

5.0 Reports and Announcements

- January 27, 2014 – **Special Council Meeting to Canvass 1/18/2014 Special Election** – 5:00 p.m.
- 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 – Update regarding Status of Comprehensive Annual Financial Report
 - Glenn Windsor – Finance Department has been awarded the Certificate of Achievement in Financial Reporting for Audit Year Ending September 30, 2012

6.0 Approve the Minutes of the January 6, 2014 Regular City Council Meeting

7.0 Old Business:

- 7.1 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

Adoptar, en primera lectura, la Ordenanza Nro. 2014-01R, 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 đầu tiên của Reading, Pháp lệnh số 2014-01R, 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，對首讀，編號2014-01R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

- 7.2 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

8.0 New Business:

- 8.1 Appoint Regular Member, Position 1, to Fill Vacancy and Complete Unexpired Term on City of Tomball Board of Adjustments
- 8.2 Approve Contract between the City of Tomball and TXU Energy for the Purchase of Electrical Energy.
- 8.3 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
- 8.4 Consideration and Possible action Regarding the Use of Eminent Domain Authority to Condemn the Property as Follows:

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.
- 8.5 Consideration and Possible action Regarding the Use of Eminent Domain Authority to Condemn the Property as Follows:

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.

- 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.

- Conduct a Public Hearing on **ZONING CASE P13-148**
- 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.

- 8.7 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.

- 8.8 Discussion and Possible Action to Legislate Payday and Auto Title Lending within the City of Tomball

- 8.9 Tomball Economic Development Corporation - Call to Order

Executive Session: The Tomball City Council and the Tomball Economic Development Corporation will meet in Executive Session as Authorized by

Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose:

- Sec. 551.087 – Deliberations Regarding Economic Development Negotiations

Tomball Economic Development Corporation - Adjournment

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

- Sec. 551.072 – Deliberations Regarding Real Property

9.0 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 17th 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: January 20, 2014

Topic:

- Led by Pastor Charlie Middlebrook, Impact Church-Houston

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: January 20, 2014

Topic:

- Led by Members of the Tomball High School Student Council

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: January 20, 2014

Topic:

Background:

Origination:

Recommendation:

Funding:

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

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

Regular City Council Agenda Item Data Sheet

Meeting Date: January 20, 2014

Topic:

- January 27, 2014 – **Special Council Meeting to Canvass 1/18/2014 Special Election** – 5:00 p.m.
- 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 – Update regarding Status of Comprehensive Annual Financial Report
 - Glenn Windsor – Finance Department has been awarded the Certificate of Achievement in Financial Reporting for Audit Year Ending September 30, 2012

Background:

Origination:

Various

Recommendation:

N/A

Funding:

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

City Secretary

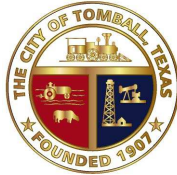
ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Notice of Canvass of Election - 1/27/2014

**NOTICE OF CANVASS OF ELECTION
AT THE
SPECIAL CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**

MONDAY, JANUARY 27, 2014



5:00 P.M.

Notice is hereby given that the Canvass of the January 18, 2014 Special City Election will be held at a Special meeting of the Tomball City Council, on **Monday, January 27, 2014 at 5:00 p.m.**, at City Hall, 401 Market Street, Tomball, Texas 77375.

*Por el presente se notifica que el escrutinio de la Elección Especial de la Ciudad del 18 de enero de 2014 se realizará en una asamblea especial del Consejo Municipal de la Ciudad de Tomball el **lunes 27 de enero de 2014 a las 5:00 p.m.** en City Hall, 401 Market Street, Tomball, Texas 77375.*

Thông báo theo đây cho biết rằng Thủ Tục Kiểm Phiếu cho Cuộc Bầu Cử Tổng Quát của Thành Phố ngày 18 tháng Một, 2014 sẽ được tổ chức trong một buổi họp mặt Thường lệ của Hội Đồng Thành Phố Tomball, vào lúc 5 giờ chiều thứ Hai, 27 tháng Một, 2014 ở tòa thị chính, 401 Market Street, Tomball, Texas 77375.

特此公告的2014年1月18日的特別選舉城的招商會在湯波市議會，在星期一，2014年1月27日的下午5:00召開專題會議，在市政府，市場街401舉行，湯波，德克薩斯州77375。

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 16th day of January 2014 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer
Doris Speer
City Secretary, TRMC

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: January 20, 2014

Topic:

Approve the Minutes of the January 6, 2014 Regular City Council Meeting

Background:**Origination:**

City Secretary

Recommendation:

N/A

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

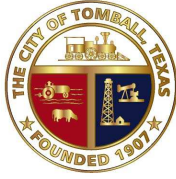
City Secretary

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

ATTACHMENTS:

Draft Minutes - January 6, 2014 Regular City Council Meeting

MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**MONDAY, JANUARY 6, 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 – Loren Smith
Police Chief – Robert Hauck
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Community Development Director – Craig Meyers
City Engineer – Lori Lakatos
City Planner – Rebeca Guerra
Community Events Coordinator – Rosalie Dillon

2.0 The invocation was led by George Shackelford.

3.0 The pledges to the U. S. and Texas Flags were led by Hannah Stoll and Danielle Caviness, members of the Tomball High School Student Council.

4.0 The following public comment was received:

Monique Dermaux - Requested an update on progress by City staff and Council regarding non-conforming lot issues.

5.0 Reports and Announcements:

- January 6-14, 2014 – **Early Voting** for January 18, 2014 **Special Election**
- January 11, 2014 – **2nd Saturday at the Depot** – 5:00 p.m.
- January 18, 2014 – **Special Election** – 7:00 a.m-7:00 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

6.0 Motion was made by Councilman Townsend, second by Councilman Dodson, to approve the Minutes of the December 16, 2013 Regular City Council Meeting.

Motion carried unanimously.

7.0 Old Business:

7.1 Motion was made by Councilman Dodson, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2013-24, an Ordinance of the City of Tomball, Texas, Amending Chapter 60 Signs, of the Code of Ordinances, City of Tomball, by Providing that Certain Political Signs used for Electioneering shall be Governed by the Code of Ordinances, City of Tomball, by Adding Definitions to Section 60-1 Definitions; by Amending Section 60-7, Miscellaneous Sign Provisions, of Chapter 60, Signs, to Adopt Regulations Concerning the Time, Place and Manner of Electioneering on Public Property Used as a Polling Place; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$500 for Each Day of Violation of Any Provision Hereof, Providing an Effective Date; Making Findings of Fact; and Providing for Other Related Matters. 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 Townsend, to reappoint Lamar Casparis as a City of Tomball Representative to the 249 Partnership Board of Directors, with his new term expiring December 2, 2016.

Motion carried unanimously.

- 8.2 Motion was made by Councilman Townsend, second by Councilman Dodson, to approve Resolution No. 2014-01, a Resolution and Order of the City Council of the City Of Tomball, Texas, Ordering the General City Election, to be Held in the City of Tomball on Saturday, May 10, 2014; Designating the Polling Places and Appointing Election Officials for Such Election; Directing the Giving of Notice of Such Election; and Providing Details Relating to the Holding of Such Election.

Fue presentada una moción por el Concejal Townsend, secundada por el Concejal Dodson, para aprobar la Resolución Nro. 2014-01, una Resolución y Orden del Consejo Municipal de la Ciudad de Tomball Texas, Ordenando una Elección Regular de Funcionarios Municipales a Celebrarse el sábado 10 de mayo de 2014; Designando los Lugares de Votación y Nombrando a los Oficiales Electorales de tal Elección; Instruyendo que se Notifique Sobre esta Elección; Designando la Fecha de una Elección de Desempate de ser Necesaria; y Proporcionando Detalles Referentes a la Celebración de Tal Elección.

Cuộc Vận Động được tiến hành bởi Ủy Viên Hội Đồng Townsend, tán thành bởi Ủy Viên Hội Đồng Dodson, để chấp thuận Nghị Quyết số 2014-01, một Nghị Quyết và Sắc Lệnh của Hội Đồng Thành Phố Tomball, Texas, Yêu Cầu một Cuộc Bầu Cử Viên Chức Thường Lệ sẽ được tổ chức tại Thành Phố Tomball vào Thứ Bảy, ngày 10 tháng Năm, 2014; Chỉ định các Địa Điểm Bỏ Phiếu và Chỉ Định các Viên Chức Bầu Cử cho Cuộc Bầu Cử đó; Hướng Dẫn việc Đưa Ra Thông Báo của Cuộc Bầu Cử đó; Chỉ Định Ngày Bầu Cử Chung Cuộc nếu cần; và Đưa Ra các Chi Tiết có Liên Quan đến việc Tổ Chức Cuộc Bầu Cử đó.

提案是由市議員Townsend，第二由市議員Dodson，批准決議案編號2014-01，為一德克薩斯州，Tomball市市議會決議及指示，特指示一市府官員普選，其將於2014年5月10日，星期六在Tomball市召開；並已為此選舉指定投票所地點以及指派選舉官員；指導發出本選舉之選舉通知；如需要，將指定決選日期；以及提供所有與召開本選舉相關的細節。

Motion carried unanimously.

La moción fue aprobada por unanimidad.

Cuộc Vận Động được nhất trí tiến hành.

議案獲得一致通過。

- 8.3 Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2014-01 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. 2014-01, 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. Vote was as follows:

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

Moción fue presentada por el Concejal Dodson, en segundo lugar, el Concejal Stoll, a adoptar, en primera lectura, en la ordenanza nO 2014-01, una ordenanza de la ciudad de Tomball, Texas, ordenando a una elección especial que se celebrará en la Ciudad de Tomball el 10 de mayo, 2014, a los efectos de presentar a los votantes calificados de Tomball, Texas algunas propuestas de enmiendas a la Carta actual de la ciudad, indicando la propuesta de enmiendas al ser sometida a votación en esa elección; la designación del lugar de votación y el nombramiento de los Miembros de las mesas electorales de las elecciones; que la forma de la boleta, y dirigir que el anuncio de la elección; que contiene 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>

Chuyển động đã được thực hiện bởi Councilman Dodson, thứ hai bởi Councilman Stoll, thông qua ngày đọc đầu tiên, ở Pháp lệnh số 2014-01, một sắc lệnh của thành phố Tomball, Texas, đặt hàng một bầu cử đặc biệt được tổ chức tại thành phố Tomball ngày 10 tháng 5 năm 2014, với mục đích đề cử tri đủ điều kiện Tomball, Texas một số đề xuất sửa đổi để điều lệ hiện tại của thành phố; Nói sửa đổi đề xuất để là bỏ phiếu khi nói cuộc bầu cử; Tên gọi của phiếu và bổ nhiệm các viên chức bầu cử của cuộc bầu cử; Cung cấp dưới dạng lá phiếu, đạo diễn thông báo cuộc bầu cử được cung cấp; Có quy định khác để mã cuộc bầu cử tiểu bang; Chỉ đạo các ấn phẩm của các chú thích của Pháp lệnh này; Việc tìm kiếm các cuộc họp tại đó Pháp lệnh này được coi là là mở cho công chúng theo yêu cầu của pháp luật; Cung cấp cho Severability và bãi bỏ xung đột pháp lệnh; và cung cấp một ngày có hiệu lực. Bỏ phiếu đã như sau:

Nghị Viên Hudgens	<u>Aye</u>
Nghị Viên Stoll	<u>Aye</u>
Nghị Viên Townsend	<u>Aye</u>
Nghị Viên Dodson	<u>Aye</u>

運動是由議會議員多德森做，第二個通過市議員斯托爾，採納，對首讀，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五月10，2014年，提交給湯波，德州的若干建議修訂城市現有憲章的合格選民的目的;斥建議修訂在該次選舉進行表決，投票地點及委任選舉官員的指定這樣的選舉，提供了選票的表格及導演的選舉公告發出;含其他規定向國家選舉守則;導演出刊物本條例的標題中，查找該會議在本條例被認為是開放的公眾根據法律規定，提供的可分割性和衝突條例的廢除，並提供了一個有效的日期。表決情況如下：

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

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

- 8.4 Motion was made by Councilman Hudgens, second by Councilman Townsend, to read Ordinance No. 2014-02 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Dodson, second by Councilman Townsend, to adopt, on First 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.

- 8.5 Motion was made by Councilman Dodson, second by Councilman Stoll, to approve the following Plats, as recommended by the Planning and Zoning Commission:

- **RALEIGH CREEK SECTION ONE PARTIAL REPLAT NUMBER ONE**; A subdivision of 0.2518 acres, being a Replat of Lot 6, Block 6 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.
- **RALEIGH CREEK SECTION ONE REPLAT 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.

Motion carried unanimously.

- 8.6 Discussion was held regarding Raleigh Creek electrical distribution lines. Motion was made by Councilman Townsend, second by Councilman Dodson, to revise the Code of Ordinances, Section 70-46, to allow aerial transmission lines in subdivisions.

Motion to Amend was made by Councilman Townsend, second by Councilman Dodson, to revise the Code of Ordinances, Section 70-46, to allow primary overhead distribution transmission lines in subdivisions. Vote was as follows:

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

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

Motion, as Amended, carried, 3 votes Aye, 1 vote Nay.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the _____ day of _____ 2014.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Meeting Date: January 20, 2014

Data Sheet

Topic:

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

Adoptar, en primera lectura, la Ordenanza Nro. 2014-01R, 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 đầu tiên của Reading, Pháp lệnh số 2014-01R, 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，對首讀，編號2014-01R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:

In reviewing Ordinance No. 2014-01, as presented for first reading, we discovered errors in the document; the errors have been corrected. Ordinance No. 2014-01R has also been revised to include each amendment number and the voter choice of "Approve" or "Disapprove", as recommended by HART Intercivic.

Ordinance No. 2014-01R will order a Special Charter Amendment election, to be held in conjunction with the May 10, 2014 general city election. The 2012 City general election cost \$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 2013 general

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 First 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

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 6TH DAY OF JANUARY 2014.

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

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 20TH DAY OF
JANUARY 2014

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

GRETCHEN FAGAN, MAYOR

ATTEST:

DORIS SPEER, City Secretary

Regular City Council Agenda Item Data Sheet

Meeting Date: January 20, 2014

Topic:

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

Background:

Recent state legislation provides for the establishment of a Juvenile Case Manager fund, which must be collected by municipalities and forwarded to the state.

Under Article 102.0174 of the Code of Criminal Procedures, a municipality may collect a Juvenile Case Manager fee, in the amount of \$5.00, upon conviction for a fine-only misdemeanor offense in the Municipal Court as a cost of court. The fee may be waived at the discretion of the Municipal Court Judge.

The funds collected shall be used only to finance the salary, benefits, training, travel expenses, office supplies, and other necessary expenses relating to the position of a juvenile case manager employed under Article 45.056 in the Municipal Court of the City of Tomball, Texas. Melissa Theiss is the juvenile case manager for our Municipal Court.

Origination:

City Secretary

Recommendation:

Adopt Ordinance No. 2014-02 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. 2014-02

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.**

* * * * *

WHEREAS, Article 102.0174 of the Code of Criminal Procedure provides for the establishment of a Juvenile Case Manager Fund;

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

Section 1. Establishment of Juvenile Case Manager Fund.

1. There is hereby created and established a Juvenile Case Manager Fund, here-in-now known as the Juvenile Case Manager Fund, pursuant to Article 102.0174 of the Code of Criminal Procedure.
2. The Fund may be maintained in an interest-bearing account and may be maintained in the general revenue account.

Section 2. Establishment of Amount of the Fee and Assessment and Collection.

1. The fee shall be in the amount of \$5.00.
2. The fee shall be assessed and collected from the defendant upon conviction for a fine-only misdemeanor offense in the Municipal Court as a cost of court. A defendant is considered convicted if:
 - (1) a sentence is imposed on the defendant;
 - (2) the defendant receives deferred disposition, including deferred proceedings under Article 45.052 or 45.053, Code of Criminal Procedure; or
 - (3) the defendant receives deferred adjudication in county court.
3. The Municipal Court Judge is authorized to waive the fee in the case of financial hardship.
4. The fee shall be collected on conviction for an offense committed on or after January 31, 2014.

5. The clerk of the court shall collect the fee and pay the fee to the treasurer of the City of Tomball, who shall deposit the fee into the Juvenile Case Manager Fund.

Section 3. Designated Use of the Fund and Administration.

1. The Fund shall be used only to finance the salary, benefits, training, travel expenses, office supplies, and other necessary expenses relating to the position of a juvenile case manager employed under Article 45.056 in the Municipal Court of the City of Tomball, Texas. The fund may not be used to supplement the income of an employee whose primary role is not that of a juvenile case manager.
2. The Fund shall be administered by or under the direction of the City Council of the City of Tomball.

Section 4. Severability.

If any provision, section, subsection, sentence, clause or phrase of this Ordinance, or the application of the same to any person or set of circumstances for any reason is held to be unconstitutional, void or invalid or for any reason unenforceable, the validity of the remaining portions of this Ordinance or the application thereby shall remain in effect, it being the intent of the City Council of the City of Tomball, Texas in adopting this Ordinance, that no portion thereof or provision contained herein shall become inoperative or fail by any reason of unconstitutionality or invalidity of any portion or provision.

Section 5. Repealing Conflict.

All ordinances and parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of conflict with this Ordinance.

Section 6. Publishing and Effective Date.

This Ordinance shall be published in accordance with the requirement of publishing all ordinances and becomes effective in accordance with state law upon passage, but no earlier than January 31, 2014.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 6TH 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 A REGULAR MEETING
OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 20TH DAY OF
JANUARY 2014.

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

GRETCHEN FAGAN
City of Tomball

ATTEST:

DORIS SPEER, City Secretary
City of Tomball

Regular City Council Agenda Item Data Sheet

Meeting Date: January 20, 2014

Topic:

Appoint Regular Member, Position 1, to Fill Vacancy and Complete Unexpired Term on City of Tomball Board of Adjustments

Background:

Tana Ross, serving in Position 1 on the Board of Adjustments, has resigned due to increased work commitments. Mrs. Ross was re-appointed by City Council to the Board of Adjustment last February; her term expires March 2, 2015.

Council is asked to make an appointment to fill the unexpired portion of Mrs. Ross' position on the Board of Adjustments.

The following individuals currently serve as alternate members of the Board of Adjustments (applications attached):

April Gray
Rocky LeAnn Pilgrim
Christine Roquemore
Jarmon Wolfe.

We have no applications on file from individuals not currently serving on other City boards and interested in serving on the Board of Adjustments.

I would like to recommend that Jarmon Wolfe be appointed to complete the unexpired term; his attendance and service record as an alternate in 2013 and 2014 is exemplary. Nominations will also be accepted at the Council meeting.

The attendance record for 2012-2014 is attached, per Council's previous requests.

Origination:

Mayor Fagan

Recommendation:

N/A

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

City Secretary

ACTION TAKEN

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

Board of Adjustments Roster

April Gray Application

Rocky LeAnn Pilgrim

Christine Roquemore Application

Jarmon Wolfe Application

BOA Attendance Records 2012-2014

Board of Adjustments

Regular BOA Member

~~Tana Ross~~ – Position 1
~~30722 Country Meadows~~
Tomball, Texas 77375

Home: ~~281-516-7185~~
Office: ~~713-515-0226~~
Email:
Expires: 3/2/2015
(Apptd 2008 as sub; 2009/2011 as regular member /2013) - 2

John Ford – Position 2 (Chair)
930 Agg Road
Tomball, Texas 77375

Home: 281-357-1466
Office: 979-680-5439
Email: john_ford@chs.net
Expires: 3/2/2014
(Apptd 2008/2010/2012 as regular member) - 3

Billy Hemby - Position 3
14127 Pollux Court
Tomball, Texas 77375

Home: 713-899-2289
Email: Billyhemby@aol.com
Office: 713-862-6364
Expires: 3-2-2015
(Apptd 2/2010/12 as alternate; 8-2012 as regular member / 2013)-2

John Lynch – Position 4
14219 Carneswood
Tomball, Texas 77375

Home: none
Office: 281-351-0949
Email: john@johnllynchcpa.com
Expires: 3/2/2014
(Apptd 2/2010/2012 as regular member) - 3

Brett Tynes – Position 5 (Vice Chair)
824 Wilson Lane
Tomball, Texas 77375

Home: 281-386-6653
Email: btynes@hiddenval.com
Expires: 3/2/2015
(Apptd 2008 as sub; 2009/2011 as regular Member/2013) - 2

Alternate BOA Member

Christine (Tina) Roquemore - Alternate 1
614 N. Hickory
Tomball, Texas 77375

Home: 281-357-1704
Cell: 713-907-5530
Email: dtroquemore@gmail.com
Expires: 3/2/2014
(Apptd 8/2012 as alternate) - 2

Rocky Pilgrim - Alternate 2
211 Commerce Street
Tomball, TX 77375

Home: 281-516-7054
Office: 713-859-1431(cell)
Email: rockypilgrim@yahoo.com
Expires: 3/2/2015
(Apptd 7/2012 as alternate/2013)

April Gray - Alternate 3
704 Percival Street
Tomball, TX. 77375

Home: 281-255-8515
Office: 281-899-4602
Email: april.d.gray@att.net
Email 2: april.gray@sbmatlantia.com
Expires: 3/2/2014
(Apptd 2/2010/2012 as alternate) - 2

Jarmon Wolfe – Alternate 4
504 Kane
Tomball, TX 77375

Home: 281-351-9590
Office: 832-868-6069
Email: jarcarwolfe@comcast.net
Expires: 3/2/2015
(Apptd 2/2012 as alternate/2013) - 1

CITY MANAGER

George Shackelford
401 Market Street

Office: 281-290-1006
E-mail: gshackelford@ci.tomball.tx.us

ASST. CITY MANAGER

Christal Weber
401 Market Street

Office: 281-290-1009
E-mail: cweber@ci.tomball.tx.us

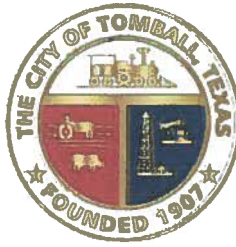
CITY SECRETARY

Doris Speer

Office: 281-290-1002
E-mail: dspeer@ci.tomball.tx.us

DO NOT release home address, phone or dependent info.

Rev 2-20-13



CITY OF TOMBALL

2009

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. 2009 applications expire on December 31, 2009; a new application will be required in 2010.

Please Type or Print Clearly:

Date:

4-5-09

Name: APRIL GRAY

Phone:

Address:

Phone: 281-899-4602 (Home)

(Work)

Email:

I have lived in Tomball 25 years.

I am ☒ am not ☐ a U.S. Citizen

Occupation: REGULATORY SPECIALIST FOR A COMPANY THAT DESIGNS, CONSTRUCTS & INSTALLS OFFSHORE PLATFORMS.

Professional and/or Community Activities: PUBLIC ACCESS BOARD (INACTIVE BOARD)
CHARTER REVIEW COMMISSION - BOTH FOR CITY OF TOMBALL

Additional Pertinent Information/References: I ATTACHED MY RESUME WHICH DETAILS MY PROFESSIONAL EXPERIENCE

Applications for the following Council-appointed Boards, Commissions, and Committees will be kept on file in the City Secretary's office (281-290-1002) for one year.

If you are interested in serving on more than one board, please indicate your preference by numbering in order of preference (i.e., 1, 2, 3, etc.)

Decision-Making Boards and Commissions

- (3) Planning & Zoning Commission
(4) Board of Adjustments

Separate Legal Entities

- (/) Tomball Economic Development Corporation

- (8) Tomball Hospital Board

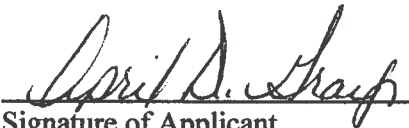
Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Meeting Information

First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)
Fourth Wednesday each month, 4 p.m.

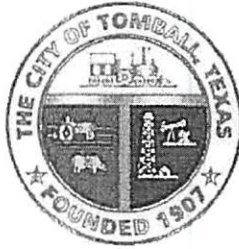
I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.



Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type or Print Clearly:

Date: 06 May 12 5 Dec 13

Name: Rocky LeAnn Pilgrim

Phone: n/a

Address: 211 Commerce St.

(Home)

Phone:

(Work)

City/State/Zip Tomball, TX 77375

Cell:

Email: _____

I have lived in Tomball 7 years.

I am ☒ ~~am not~~ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: Attorney

Professional and/or Community Activities: Active volunteer with Houston Volunteer Lawyers Program; volunteer at SIRE in Hockley (therapeutic riding program for disabled children and adults); adjunct professor for UHD criminal justice program;

volunteer for HLSP Speakers Committee and Special Attractions;
CASA volunteer

Additional Pertinent Information/References: Vitae attached.

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Decision-Making Boards and Commissions

- () Planning & Zoning Commission
(4) Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.
To Be Announced; Evenings

Separate Legal Entities

- (3) Tomball Economic Development Corporation

- () Tomball Hospital Board

Meeting Information

First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)

Fourth Wednesday each month, 4 p.m.

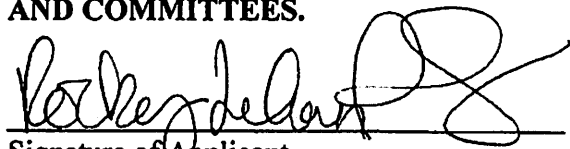
Ad Hoc/Advisory Committees

- (2) Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.



Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375

ROCKY LEANN PILGRIM PILGRIM LAW OFFICE, P.C.

PRINCIPAL OFFICE:

211 COMMERCE ST.
TOMBALL, TEXAS 77377
281-516-7054 (TEL)
815-642-8745 (FAX)

SATELLITE OFFICE:

202 TRAVIS, STE 205
HOUSTON, TEXAS 77002
rocky@pilgrimlaw.com

CURRICULUM VITAE

ADMISSIONS AND CERTIFICATIONS:

State Bar of Texas

November 2003

EDUCATIONAL BACKGROUND:

Boston College Law School
Juris Doctor

Newton, MA
Aug. 2000 - May 2003

University of Texas – Pan American
Bachelor of Arts, cum laude (Philosophy, English, Pol. Science)

Edinburg, TX
Sept. 1995 - Aug. 1999

Mediation Training (A.A. White Dispute Resolution Center)

April 2007

PROFESSIONAL EXPERIENCE:

Pilgrim Law Office, P.C.
Solo Practitioner

Tomball, TX
Nov. 2003 - present

University of Houston – Downtown
Adjunct Professor (legal courses in criminal justice dept.)

Houston, TX
Jan. 2004 – May 2013

PROFESSIONAL ASSOCIATIONS/ACTIVITIES:

State Bar of Texas (Family Section)

Houston Bar Association (Family Section)

Association of Family and Conciliation Courts (Texas Chapter)

State Bar of Texas Pro Bono College

Phi Kappa Phi (honor society)

Gamma Beta Phi (honor/service society)

VOLUNTEER/COMMUNITY OUTREACH

Houston Volunteer Lawyers Association (Equal Access Champion as volunteer lawyer)
Child Advocates, Inc. (volunteer as guardian ad litem and special events)
Houston Bar Association – Speaker’s Bureau Committee
SIRE-Houston’s Therapeutic Equestrian Center (Board of Directors, volunteer)
Houston Livestock Show and Rodeo (Speaker’s Committee, Special Attractions)
City of Tomball, Board of Adjustments (alternate)

PUBLICATIONS:

Jon Sorensen & Rocky Pilgrim, *DEATH BY LETHAL INJECTION: CAPITAL PUNISHMENT IN TEXAS DURING THE MODERN ERA* (University of Texas Press) (2006).

Jon Sorensen, Don Wallace & Rocky Pilgrim, *Empirical Studies on Race and Death-Sentencing: A Decade After the GAO Report*, 37 CRIM. LAW BULLETIN 395 (2001).

Jon Sorensen & Rocky Pilgrim, *An Actuarial Risk Assessment of Violence Posed by Capital Murder Defendants*, 90 J. CRIM. LAW & CRIM. 1251 (2000).

PRESENTATIONS:

Measuring Capriciousness in Capital Punishment Systems, with J. Sorensen. Paper presented at SWACJ 2004, Houston.

What We Know about Capital Punishment: How Recent Empirical Evidence from Texas Challenges Criminological Wisdom, with J. Sorensen. Paper presented at ASC 2003, Denver.

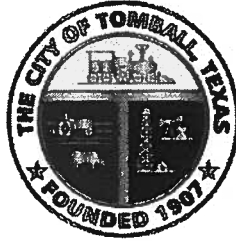
Identifying Death Penalty Cases that Represent the “Worst of the Worst”, with J. Sorensen. Paper presented at ACJS 2003, Boston.

How Jurors Think About “Dangerousness”, with J. Sorensen. Paper presented at the conference, “The Law and Politics and the Death Penalty: Abolition, Moratorium or Reform?,” sponsored by the Wayne Morse Center for Law and Politics, University of Oregon, Eugene, March 2002.

Predicting Prison Violence: A Comparison of Logistic Regression-Based and Proportional Hazard Models, with J. Sorensen. Paper presented at ACJS 2000, New Orleans.

Jury Deliberations Relating to Future Dangerousness, with J. Sorensen. Paper presented at ASC 1999, Toronto.

Assessing the Risk of Future Dangerousness Posed by Capital Defendants, with J. Sorensen. Paper presented at ACJS 1999, Orlando.



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type or Print Clearly:

Date: 5-9-2012

Name: Christine (Tina) Roquemore

Phone: _____
(Home)

Address: _____

Phone: _____
(Work)

City/State/Zip Tomball, Tx 77375

Cell: _____

Email: _____

I have lived in Tomball 9 years.

I am ☒ am not ☐ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: I work part-time for the following businesses:
- HONNIE'S SODA FOUNTAIN
- ASHELYNN MANOR
- EXQUISITE REFLECTIONS

Professional and/or Community Activities: Tomball Republican Women Club,
DOWN SYNDROME ASSOC OF HOUSTON, HIDDEN MIRACLES
PARENT NETWORK, SPECIAL OLYMPICS OF TEXAS.

Additional Pertinent Information/References: With a special needs daughter now in high school, my time to be involved has increased. My first choice for this time is to be more involved than just my attending City Council meetings.

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Decision-Making Boards and Commissions

- ☒ Planning & Zoning Commission
☒ Board of Adjustments

Meeting Information

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To Be Announced; Evenings

Separate Legal Entities

- ☒ Tomball Economic Development Corporation

☐ Tomball Hospital Board

Meeting Information

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Ad Hoc/Advisory Committees

- ☒ Downtown Tomball Advisory Committee
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Meeting Information

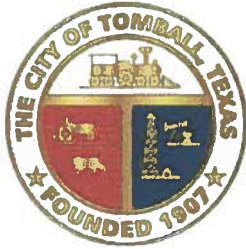
As called

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.


Signature of Applicant

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City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type or Print Clearly:

Date: 12/5/13

Name: Jarmon Wolfe

Phone: 281-351-9590

Address: _____

(Home)

Phone: 281-220-3575

City/State/Zip Tomball, TX. 77375

(Work)

Cell: _____

Email: jarcarwolfe@comcast.net

I have lived in Tomball 12 years.

I am X am not ____ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: Care Coordinator, C3 Healthcare Partners

Professional and/or Community Activities: DTAC, Alternate Member BOA

Additional Pertinent Information/References: _____

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Decision-Making Boards and Commissions

- (1) Planning & Zoning Commission
(2) Board of Adjustments

Meeting Information

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To Be Announced; Evenings

Separate Legal Entities

- () Tomball Economic Development Corporation

Meeting Information

First Wednesday of January, April, July & October, 9 a.m. (special meetings may be called)

- () Tomball Regional Health Foundation

Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

- (3) Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

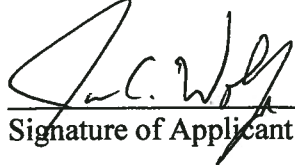
Non-profit Corporation Boards

- () Tomball Legacy Fund, Inc.
Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.



Signature of Applicant

Please return this application to:

City Secretary
City of Tomball
401 Market Street
Tomball, TX 77375



Board Member Election on Disclosure

An appointed Board Member may choose whether or not to allow public access to the information in the custody of the City relating to the Board Member's home address, home telephone number, cellular and pager numbers (if not paid for by City), emergency contact information, personal email address, and information that reveals whether the person has family members.

Each Board Member shall state his/her choice in writing to the City Secretary's Office. If a Board Member elects not to allow public access to this information, the information is protected by Sections 552.024 and 552.117 of the Public Information Act and rulings of the Texas Attorney General. If a Board Member fails to report his/her choice, the information may be subject to public access.

If during the course of their term a Board Member wishes to close or open public access to the information, the individual may request in writing to the City Secretary's Office to close or open access as the case may be. A Board Member may request to close or open public access to the information by submitting a written request to the City Secretary's Office. Only the City Secretary's Office is allowed to disclose the information listed above.

(Please strike through any information that you do not wish to be made accessible to the public)

**Please complete the information below and return
to the City Secretary's Office within fourteen days of receipt.**

☒ I **DO** elect public access to my: (please indicate items you would like available, if any)

___ home address

☒ home telephone number

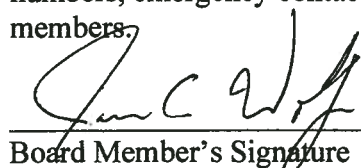
☒ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

☐ I **DO NOT** elect public access to my home address, home telephone number, cell or pager numbers, emergency contact information, or any information that reveals whether I have family members.


Board Member's Signature

12/5/13
Date

Jarmon Wolfe
Board Member's Printed Name

Board of Adjustments 2012-14 Member Attendance

April 12, 2012 – 6:30 p.m.:

John Ford – Present
Tana Ross – Present
Brett Tynes – Present
Rick Tomlinson – Present
John Lynch – **Excused Absence**
April Gray (Alternate) – Present

August 9, 2012 – 6:30 p.m.:

John Ford – Present
Tana Ross – Present
Brett Tynes – Present
Rick Tomlinson – **Resigned effective 7/30/12**
John Lynch – **Excused Absence**
Billy Hemby (Alternate) – Present
Jarmon Wolfe (Alternate) – Present

September 13, 2012 – 6:30 p.m.:

John Ford – Present
Tana Ross – Present
Brett Tynes – Present
Billy Hemby – Present
John Lynch – **Excused Absence**
April Gray – (Alternate) – Present

October 11, 2012 – 6:30 p.m.:

John Ford – Present
Tana Ross – Present
Brett Tynes – Present
Billy Hemby – Present
John Lynch – **Excused Absence**
April Gray – (Alternate) – Present
Christine Roquemore – (Alternate) – Present

December 13, 2012 – 6:30 p.m.:

John Ford – Present
Tana Ross – Present
Brett Tynes – Present
Billy Hemby – Present
John Lynch – Present
Jarmon Wolfe – (Alternate) – Present

1/15/2014

January 24, 2013 – 6:30 p.m.:

John Ford – Present
Tana Ross – Present
Brett Tynes – Present
Billy Hemby – Present
John Lynch – Present
Jarmon Wolfe – (Alternate) – Present
Christine Roquemoire (Alternate) – Present

March 14, 2013 – 6:30 p.m.:

John Ford – Present
Tana Ross – Excused Absence
Brett Tynes – Present
Billy Hemby – Present
John Lynch – Excused Absence
Jarmon Wolfe – Present
Christine Roquemoire – Present

June 13, 2013 – 6:30 p.m.:

John Ford – Present
Tana Ross – Present (Arrived late, Board Member Wolfe sat in place)
Brett Tynes – Present
Billy Hemby – Present
John Lynch – Present
Jarmon Wolfe (Alternate) – Present

July 11, 2013 – 6:30 p.m.:

John Ford – Present
Tana Ross – Present (Arrived late, Board Member Board Member Pilgrim sat in place)
Brett Tynes – Present
Billy Hemby – Present
John Lynch – Absent
Christine Roquemoire (Alternate) – Present
Rocky Pilgrim (Alternate) – Present
Jarmon Wolfe (Alternate) – Present (In audience, did not participate)

November 14, 2013 – 6:30 p.m.:

John Ford – Present
Tana Ross – Excused Absence
Brett Tynes – Present
Billy Hemby – Present
John Lynch – Present
Jarmon Wolfe (Alternate) – Present

December 12, 2013 – 6:30 p.m.:

John Ford – Present
Tana Ross – [Excused Absence](#)
Brett Tynes – Present
Billy Hemby – Present
John Lynch – [Excused Absence](#)
Jarmon Wolfe (Alternate) – Present
Christine Roquemoire (Alternate) – Present

Tana Ross resigned effective January 6, 2014

January 9, 2014 – 6:30 p.m.:

John Ford – Present
Brett Tynes – Present
Billy Hemby – [Excused Absence](#)
John Lynch – Present
Jarmon Wolfe (Alternate) – Present
April Gray (Alternate) – Present
Christine Roquemoire (Alternate) – Present (In audience, did not participate)

<u>Alternate Attendance</u>	<u>Appointed</u>	<u>Mtgs Attended/Year</u>
Christine Roquemoire Alternate 1	8/2012	1 in 2012 4 in 2013 1 in 2014
Rocky Pilgrim Alternate 2	7/2012	1 in 2013
April Gray Alternate 3	2/2010 2/2012	3 in 2012 1 in 2014
Jarmon Wolfe Alternate 4	2/2012	2 in 2012 6 in 2013 1 in 2014

1/15/2014

Regular City Council

Agenda Item

Data Sheet

Meeting Date: January 20, 2014

Topic:

Approve Contract between the City of Tomball and TXU Energy for the Purchase of Electrical Energy.

Background:

On April 20, 2010, the City of Tomball entered into a Contract with TXU for the purchase of electricity. The contract was for a period of 36 months with a 12 month extension to April 30, 2013. That contract was extended to April 30, 2014 and is set to expire on that date.

On April 5, 2010, Council approved Resolution 2010-05 authorizing the City Manager or their designee to negotiate with energy providers. That resolution is good for 48 months and is due to expire on April 4, 2014.

As for the new agreement, the base part of the contract, which includes all of the "boilerplate" language, will remain the same. The part that will change is called the "Transaction Confirmation". It will include the new rate, the over-usage and under-usage (the "swing") percentage, the energy rebate amount of \$ 30,000, and the term of 24 months from council approval and execution.

We are at a point in the current contract where we have been able to negotiate with TXU and "lock in" a lower price per kilowatt than what the City has been paying. The latest quoted price is lower than our current price of \$0.0587267 per kWh. At the lower rate (it changes daily and will fix once a new contract is approved by council) the City would save approximately \$ 70,000 per year based upon prior usage. Total cost for electricity this past year was \$ 626,183.03. I will be able to include the latest quoted price in my presentation and it will be available to council at the meeting on Monday.

Origination:

Finance Department

Recommendation:

Approval of the New Transaction Confirmation including the newest rate from TXU for a term of 24 months from the date of acceptance.

Funding:

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

Glenn Windsor, CPA Finance Director

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

ATTACHMENTS:

TXU Base Contract

BASE CONTRACT FOR SUPPLY OF ELECTRICITY

This Base Contract for the Supply of Electricity ("**Base Contract**") (including any addendums thereto), together with any Transaction Confirmation for Supply of Electricity ("**Transaction Confirmation**") (including any attachments thereto, such as Exhibits A and A-1) as may be hereafter agreed to (each such combination of this Base Contract and a single Transaction Confirmation, collectively, an "**Agreement**"), is entered into by and between **TXU ENERGY RETAIL COMPANY LLC**, a Texas limited liability company ("**Seller**"), and **CITY OF TOMBALL**, a Texas political subdivision ("**Buyer**"), and shall constitute the agreement for the supply of electricity to each TDSP Point of Delivery of Buyer set forth in Exhibit "A" of the applicable Transaction Confirmation. A condition precedent for the effectiveness of an Agreement shall be the execution of (i) this Base Contract and (ii) a separate Transaction Confirmation, including Exhibits A and A-1. Seller and Buyer may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

I. DEFINITIONS

"Agreement Term" means the time period during which an Agreement is effective as specified in Article I ("Term") of the applicable Transaction Confirmation.

"Charges" means the amount due to Seller under a Transaction Confirmation.

"Contract Price" has the meaning set forth in a Transaction Confirmation.

"ERCOT" means the Electric Reliability Council of Texas, Inc.

"ESI ID" means an Electric Service Identifier designation for a particular TDSP Point of Delivery.

"POLR" means the provider of last resort as designated by the PUCT.

"Power" means all of Buyer's non-residential electricity requirements for each of the Premise(s).

"Premise" means individually, and **"Premises"** means collectively, each parcel of real property and improvements identified on Exhibit A to the applicable Transaction Confirmation.

"PUCT" means the Public Utility Commission of Texas.

"REP" means a retail electric provider that is certified by the PUCT.

"Seller Point of Delivery" means the point where Seller's suppliers' conductors are connected to the applicable TDSP's conductors.

"TDSP" means a transmission and/or distribution provider under the jurisdiction of the PUCT that owns and maintains a transmission or distribution system for the delivery of energy.

"TDSP Point of Delivery" means the point where the applicable TDSP's conductors are connected to Buyer's conductors at or near Buyer's Premise(s).

II. SUBJECT MATTER AND QUANTITY. During an Agreement Term, Seller shall sell to Buyer and Buyer shall purchase from Seller all of Buyer's Power for the Premise(s) listed in Exhibit A to the applicable Transaction Confirmation. Seller shall cause delivery of the Power to the applicable Seller Point(s) of Delivery and Buyer shall receive the Power at the ESI ID(s) at the applicable TDSP Point(s) of Delivery. Buyer shall use the Power only at the listed Premise(s). A Premise may have one or more TDSP Points of Delivery.

III. SECURITY AND CREDIT REQUIREMENTS. If applicable, on or before the date stated in the section entitled "Initial Security" of Article IV ("Special Provisions") of the applicable Transaction Confirmation, Buyer shall provide the amount of security, if any, stated in Article IV of such Transaction Confirmation(s). Additionally, if during an Agreement Term Seller determines in good faith that there has been a material adverse change in Buyer's credit status or financial condition and/or in electricity market conditions and/or Buyer fails to pay all Charges when due, Seller may demand security (or additional security if initial security was previously provided) from Buyer in an amount and form reasonably acceptable to Seller. Buyer shall provide security to Seller within five business days of such request. Seller shall return the security, less any amounts owed by Buyer under the applicable Agreement, when Seller reasonably determines that such security is no longer necessary.

IV. CALCULATION AND PAYMENT OF CHARGES.

4.1 Seller will invoice Buyer for the Charges listed in the applicable Transaction Confirmation for Power delivered to the Premise(s) during each monthly billing cycle of the Agreement Term. Buyer shall pay Seller the Charges identified on each invoice on or before the end of the time period listed in Article III ("Billing") of the applicable Transaction Confirmation. All past due amounts owing by Buyer under an Agreement shall accrue interest from the date the payment was originally due until paid (including accrued interest) at a rate equal to the lesser of (a) three percent (3%) above the "Prime Rate" as published from time to time in The Wall Street Journal under "Money Rates" or an appropriate substitute should such rate cease to be published, or (b) the highest rate allowed by law.

4.2 (a) Seller reserves the right to allocate measured consumption to the applicable calendar month for any ESI IDs not installed with an interval data recorder ("**IDR**"), or for IDRs for which IDR information was not received by Seller in a usable format. (b) If, for whatever reason, the proper meter readings are not communicated to Seller by the TDSP in time for Seller to prepare the invoice for the Charges for a monthly billing cycle, Seller shall have the right to invoice Buyer for a reasonable estimate of the quantity of the electricity consumed, and Buyer shall pay the Charges for the estimated amounts subject to any adjustments which may be necessary following the reading. (c) It is recognized by the Parties hereto that ERCOT has established time periods for disputing and/or correcting certain matters related to the settlement of energy charges. Therefore, notwithstanding any other provisions of an Agreement, in the event of a dispute and/or possible correction, relating to an Agreement, which would involve a settlement with ERCOT that is barred by ERCOT (an "ERCOT Barred Issue"), then, to the extent that adjustment or settlement of such matter via the ERCOT energy settlement process cannot occur as a result of it being an ERCOT Barred Issue, the subject statement, invoice, notice or other matter that is at issue under such Agreement may not be adjusted, but only with respect to such ERCOT Barred Issue.

4.3 Except as may be prohibited by law, Seller, in its sole discretion, may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) under an Agreement (i) upon expiration or termination of such Agreement for any reason, if Buyer has not executed a replacement agreement with Seller or switched to another electricity provider for the applicable Premise(s), or (ii) at any time thereafter, until Buyer either executes a replacement agreement with Seller or switches to another electricity provider for the applicable Premise(s). In any event, if Seller is ever determined to have been Buyer's electricity supplier for a period after the expiration or termination of an Agreement, then Seller may charge Buyer, as the Contract Price for Power utilized at such

Premise(s) during such period, a price per kWh equivalent to Seller's then current "standard list price offer," and the other terms governing such sale shall be identical to those applicable to sales that occurred prior to the termination/expiration of the Agreement.

4.4 (a) If (i) Buyer changes any TDSP Point of Delivery for a Premise to a delivery service voltage level that is different than the voltage level in place for such TDSP Point of Delivery at the time the Agreement covering such Premise became effective, (ii) Buyer changes the existing electric meter at any TDSP Point(s) of Delivery for a Premise to a different size/capacity than the size/capacity in place at the time the Agreement covering such Premise became effective, (iii) Buyer causes the ERCOT Deemed Load Profile Type for any of its Premise(s) to change, or (iv) Seller's cost to serve Buyer under an Agreement is otherwise increased as a result of judicial, governmental, quasi-governmental (e.g., ERCOT) or regulatory action (including, but not limited to, actions with regard to congestion zones, nodal congestion, carbon cap/tax/trade/remediation, renewable energy sources or standards, etc.), then Seller may adjust the Contract Price under the affected Agreements in order to reflect the increased cost to Seller of serving Buyer thereunder as a result of any such change(s). Seller shall provide Buyer with written notice of the adjustment to the Contract Price pursuant to this Section 4.4, along with a written explanation of the change that includes the effective date of the adjustment and the circumstances giving rise to the increased cost to Seller. Provided, however, in the event that Seller ever does so adjust the Contract Price under an Agreement pursuant to this Section 4.4, Buyer shall have the right, within thirty (30) calendar days after Seller's notice of such increase in the Contract Price, to terminate such Agreement upon thirty (30) calendar days prior written notice to Seller; provided further, however, in the event that Seller should sustain a loss in liquidating the remaining Power quantities under the Agreement as a result of Buyer exercising such right to terminate the Agreement, Buyer agrees to reimburse Seller the amount equal to the product of (I) the remaining quantities of electricity reflected on Exhibit A-1 after such termination multiplied by (II) the Contract Price minus the then current market value as reasonably determined by Seller. Such amount shall be due and payable on or before the date of Buyer's termination.

(b) During an Agreement Term, Buyer shall not consume electricity at any Premise(s) from any source (including self-generation) except for Power sold by Seller under an Agreement; however, Buyer may consume electricity from emergency generation during power outages at the Premise(s) and for purposes of testing such emergency generation.

V. ADDITION AND REMOVAL OF PREMISES.

5.1 Buyer shall be entitled to add one or more Premise(s) (and associated electricity quantities as reasonably determined by Seller) to an existing Agreement by submitting a written request to add the Premise(s) on Seller's then current standard form for such a request and by agreeing to pay Seller an additional lump sum amount under such existing Agreement, the positive amount, if any, calculated as follows: the sum of (i) the product of (A) the kWh amount of electricity attributable to the additional Premise(s) for the remainder of the Agreement Term as reasonably determined by Seller (the "**Premise Addition Quantities**") multiplied by (B) the then current market based price of a kWh as reasonably determined by Seller minus the Contract Price under such existing Agreement plus (ii) Seller's reasonable costs incurred to perform the addition (such sum, the "**Premise Addition Payment**"). In such event, the additional Premise(s) and associated electricity quantities shall be added to the Agreement and thereafter shall be subject to the Charges, monthly usage tolerances, and other terms of such existing Agreement for the balance of the Agreement Term. Buyer shall pay Seller's invoice for each Premise Addition Payment on or before the end of the time period listed in Article III ("Billing") of the applicable Transaction Confirmation. In the alternative, Buyer shall have the option to enter into a new separate Agreement with Seller covering the additional Premise(s) at Seller's then-current market based prices. Buyer also shall have the right to contract for such additional Premise(s) with another REP, in lieu of adding the Premise(s) to an existing Agreement with Seller or covering the Premise(s) under a new Agreement with Seller.

5.2 Buyer may remove one or more, but not all, Premise(s) (and associated electricity quantities as reasonably determined by Seller) from an Agreement only if Buyer either (a) sells or leases such Premise(s) or (b) closes such Premise(s) for the remainder of the Agreement Term. Buyer shall provide Seller with thirty calendar days prior written notice (specifying each applicable Premise and the date of removal) if it intends to remove one or more Premise(s) from an Agreement. Unless Buyer sells or leases a removed Premise, as of the date of removal, to a purchaser or lessee who (x) first executes a new contract with Seller upon the same terms as Buyer's contract and (y) is creditworthy as determined by Seller in Seller's reasonable discretion, Buyer shall pay to Seller in respect of each such removed Premise the positive amount, if any, as follows: the product of (i) the kWh amount of electricity attributable to such Premise for the remainder of the Agreement Term as reasonably determined by Seller (the "**Premise Liquidated Quantities**") multiplied by (ii) the Contract Price under such Agreement minus ninety-five percent (95.0%) of the then-current market value of a kWh as reasonably determined by Seller (such product, the "**Premise Liquidation Payment**"). Buyer shall pay Seller's invoice for each Premise Liquidation Payment on or before the end of the time period listed in Article III ("Billing") of the applicable Transaction Confirmation.

VI. REMEDIES UPON TERMINATION.

6.1 A "**Material Breach**" of an Agreement means: (a) the failure of either Party to make any payment due to the other Party pursuant to the terms of such Agreement when such failure is not cured within 10 calendar days following written notice of such failure describing the breach in reasonable detail; (b) the failure of a Party to comply with any other material term of such Agreement when such failure is not cured within 30 calendar days following written notice of such failure describing the breach in reasonable detail; (c) a Party becomes or declares that it is bankrupt, or becomes or declares that it is the subject of any proceedings, or takes any action whatsoever, relating to its bankruptcy or liquidation, or is not generally paying its debts as they become due; (d) Buyer enters into another electricity supply agreement, with another party, that covers any Premise(s) during a time when such Premise(s) is covered by such Agreement; (e) Buyer sells, leases, closes or otherwise conveys or assigns any of the Premise(s) under such Agreement, except as allowed under Article IV ("Special Provisions") of the applicable Transaction Confirmation, or Article V ("Addition and Removal of Premises") or Section 12.2 ("Assignment") hereof; (f) any representation of a Party hereunder is not true and correct in all material respects as of the date an Agreement is entered into; or (g) the failure of Buyer to timely pay security to Seller as may be required hereunder. In the event of a Material Breach of an Agreement by either Party, the non-breaching Party may, in its sole discretion, and without prejudice to any other rights under such Agreement, at law or in equity, immediately terminate the Agreement.

6.2 (a) If Seller terminates an Agreement due to a Material Breach by Buyer, (i) Seller may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) covered thereunder, except as may be

prohibited by law, and (ii) within 30 calendar days following such termination, Buyer shall pay Seller, in addition to all reasonable direct costs and expenses incurred by Seller as a result of such Material Breach and termination, and all amounts Buyer owes Seller with respect to time periods prior to the termination, the positive amount, if any, calculated as follows as of the date of termination: the sum of (A) the product of (I) the remaining quantities of electricity for the remainder of the Agreement Term as reflected on Exhibit A-1 (the "**Remaining Quantities**") multiplied by (II) the Contract Price under such Agreement minus the then-current market value of a kWh as reasonably determined by Seller plus (B) the value of any term extension option rights, if any, that Seller may have under the Agreement.

(b) If Buyer terminates an Agreement due to a Material Breach by Seller, (i) Buyer shall have the right to select any other REP as its electricity provider, and (ii) within thirty (30) calendar days following such termination, Seller shall pay or credit Buyer, in addition to all reasonable direct costs and expenses incurred by Buyer as a result of such Material Breach and termination, the positive amount, if any, calculated as follows: the product of (A) the Remaining Quantities multiplied by (B) the sum of (I) the lesser of (1) the then current market value of a kWh as reasonably determined by Seller, (2) the price offered by the POLR, or (3) any REP's standard list price offer (or equivalent or similar pricing), minus (II) the Contract Price.

VII. FORCE MAJEURE. If either Party is unable to perform its obligations, in whole or in part, due to an event of Force Majeure as defined herein, then the obligations of the claiming Party (other than the obligations to pay any amounts arising prior to the Force Majeure event) shall be suspended, for the duration of such Force Majeure event, to the extent made necessary by such Force Majeure event. The term "**Force Majeure**" shall mean any act or event that is beyond the claiming Party's control (and which could not be reasonably anticipated and prevented through the use of reasonable measures), including, without limitation, the failure of the TDSP to receive, transport or deliver, or otherwise perform, unless due to the failure of the Party claiming Force Majeure to perform such Party's obligations hereunder, and an event of Force Majeure that affects Seller's suppliers. The Party suffering the event of Force Majeure shall give written notice of such event of Force Majeure in reasonably full particulars to the other Party, as soon as reasonably possible, and shall take all reasonable measures to reduce as much as practicable the duration of such Force Majeure event. Force Majeure shall not include (a) the opportunity for Seller to sell the electricity to be sold under the Agreement to another party at a higher price than that set forth in the Agreement, (b) the opportunity for Buyer to purchase electricity for its Premise(s) from another party at a lower price than that set forth in the Agreement, or (c) the inability of either Party to pay its obligations under the Agreement or any other of its obligations or debts as they become due.

VIII. WARRANTIES AND LIMITATIONS OF LIABILITIES.

8.1 SELLER HEREBY WARRANTS TO BUYER THAT AT THE TIME OF DELIVERY OF ELECTRICITY HEREUNDER IT WILL HAVE GOOD TITLE AND/OR THE RIGHT TO SELL SUCH ELECTRICITY, AND THAT SUCH ELECTRICITY WILL BE FREE AND CLEAR OF ALL LIENS AND ADVERSE CLAIMS. TITLE WILL PASS TO BUYER AT THE TDSP POINT OF DELIVERY. **EXCEPT AS PROVIDED FOR IN THE FIRST SENTENCE OF THIS SECTION 8.1, SELLER EXPRESSLY DISCLAIMS AND MAKES NO WARRANTIES, WHETHER WRITTEN OR VERBAL, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING, WITHOUT LIMITATION, ANY EXPRESS, IMPLIED, OR STATUTORY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND BUYER WAIVES ALL SUCH WARRANTIES.**

8.2 **UNLESS OTHERWISE EXPRESSLY PROVIDED HEREIN, ANY LIABILITY OF A PARTY TO THE OTHER PARTY UNDER AN AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH THE AGREEMENT. THE LIMITATIONS IMPOSED IN THIS PARAGRAPH ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE OF THE DAMAGES, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE; PROVIDED NO SUCH LIMITATION SHALL APPLY TO DAMAGES RESULTING FROM THE WILLFUL AND INTENTIONAL MISCONDUCT OF ANY PARTY, OR TO DAMAGES COVERED BY ANY INDEMNIFICATION HEREUNDER.**

IX. NOTICES. All notices required or permitted under an Agreement shall be in writing and shall be deemed to be delivered (a) when (i) deposited in the United States mail (first class as to all notices other than disconnection, termination and/or material breach notices, and registered or certified as to all disconnection, termination and/or material breach notices), postage prepaid or (ii) deposited with an overnight delivery service, prepaid, to Buyer's address or Seller's address as shown in the applicable Transaction Confirmation, or to such address as either Party may from time to time designate as its address for notices hereunder, or (b) in the case of hand delivery, when delivered to a representative of either Party by or on behalf of the other Party.

X. APPLICABLE LAW AND REGULATIONS.

10.1 The applicable Tariff(s) for Retail Delivery Service of the appropriate TDSP(s) serving Buyer's Premise(s) is incorporated herein to the same extent as if fully set forth herein.

10.2 All Agreements are subject to, and both Parties agree to obey and comply with, all applicable laws, regulations, rules and orders. However, notwithstanding the foregoing, both Parties agree that, to the fullest extent allowed by law, (a) it is their intention to agree to terms and conditions different from those set forth in the PUCT's "Customer Protection Rules for Retail Electric Service" as amended, or as may be amended in the future (the "**Customer Rules**"), currently beginning with Section 25.471 of the PUCT's Substantive Rules Applicable to Electric Service Providers; (b) in the event that there is any conflict between the terms contained in an Agreement and the Customer Rules, the Agreement shall control; and (c) each Party has expressly acknowledged that certain terms and conditions addressed in the Customer Rules may not be provided for or referred to in an Agreement, and, in such event, it is the intent of the Parties that such terms and conditions are not applicable to the Parties.

10.3 In the event a judicial, governmental, regulatory, or quasi-governmental decision or order, a new law or regulation, or a change in law or regulation (i) renders illegal or unenforceable the pricing (or components thereof) under an Agreement, or (ii) materially and directly adversely affects a Party's ability to perform its material obligations under an Agreement to the extent that the performance of such obligations would be illegal or unenforceable, then (except as to those events covered by Section 4.4 (a) hereof) the Party that is adversely affected shall have the right to notify the other Party, within forty-five (45) calendar days after becoming aware of such

detrimental change. Upon any such notification, the Parties shall use commercially reasonable efforts to negotiate a modification of the Agreement so as to mitigate the impact of the event. If, after thirty (30) calendar days beyond the date of notice, the Parties have been unable to negotiate a mutually satisfactory modification to the terms of the Agreement, the adversely affected Party shall have the right to terminate the Agreement upon ten (10) calendar days prior written notice to the other Party, given within sixty (60) calendar days after the date of the original notice hereunder. In the event of such a termination, the Parties agree to settle as follows: (a) if Seller is the terminating Party, then if the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities (as defined in Section 6.2(a) above) is greater than the Contract Price, Seller shall pay to Buyer the product of (i) the Remaining Quantities multiplied by (ii) such market value minus the Contract Price; (b) if Buyer is the terminating Party, then if the Contract Price is more than the then current market value per kWh (as reasonably determined by Seller) of the Remaining Quantities, then Buyer shall pay to Seller the product of (i) the Remaining Quantities multiplied by (ii) the Contract Price minus such market value; provided, however, if the detrimental change results in both Parties being an adversely affected Party entitled to terminate the Agreement pursuant to this Section 10.3, then in the event of a termination under this Section 10.3, there shall be no settlement payment from one Party to the other with regard to the remaining unused Power quantities.

XI. INDEMNIFICATION.

11.1 As between the Parties, Buyer assumes full responsibility for electric energy on Buyer's side (downstream) of the TDSP Point of Delivery, and agrees to and shall indemnify, defend, and hold harmless Seller, its parent company and all of its affiliates (except any which may be the TDSP serving Buyer's Premise(s)), and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "**Seller Group**"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (hereinafter collectively referred to as "**Claims**"), including Claims for personal injury, death, or damages to property, occurring on Buyer's side of the TDSP Point of Delivery, arising out of or related to electric power and energy and/or Buyer's performance under an Agreement.

11.2 As between the Parties, Seller assumes full responsibility for electric energy on Seller's side (upstream) of the Seller Point of Delivery, and agrees to and shall indemnify, defend, and hold harmless Buyer, its parent company and all of its affiliates, and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (hereinafter collectively referred to as "**Buyer Group**"), from and against all Claims, including Claims for personal injury, death, or damages to property occurring on Seller's side of the Seller Point of Delivery, arising out of or related to electric power and energy and/or Seller's performance under an Agreement.

XII. MISCELLANEOUS.

12.1 **UCC. THE PARTIES AGREE THAT THE PROVISIONS OF ARTICLE 2 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) SHALL APPLY TO ALL AGREEMENTS HEREUNDER, IRRESPECTIVE OF WHETHER SUCH TRANSACTIONS ARE DEEMED TO BE A SALE OF GOODS OR THE PROVIDING OF A SERVICE; HOWEVER, IN THE EVENT OF A CONFLICT, THE TERMS AND PROVISIONS OF AN AGREEMENT SHALL CONTROL OVER THOSE CONTAINED IN THE UCC. NOTWITHSTANDING THE FOREGOING, THE PARTIES ACKNOWLEDGE AND AGREE THAT ALL IMPLIED RIGHTS RELATING TO FINANCIAL ASSURANCES ARISING FROM SECTION 2-609 OF THE UNIFORM COMMERCIAL CODE (AS CONTAINED IN THE TEXAS BUSINESS AND COMMERCE CODE) OR APPLICABLE CASE LAW APPLYING SIMILAR DOCTRINES, ARE HEREBY WAIVED.**

12.2 **Assignment.** Neither Party may assign an Agreement in whole or in part without first obtaining the other Party's prior written consent, which consent shall not be unreasonably withheld; provided that (a) Seller may assign an Agreement to any REP without obtaining Buyer's prior consent and (b) Seller will not withhold its consent if Buyer makes assignment to a party who in Seller's reasonable opinion is creditworthy. Any assignment of an Agreement by Buyer must be in conjunction with a conveyance of legal title (fee or leasehold, as the case may be) to all of the Premises to a single entity. Each Agreement shall inure to and be binding upon the Parties hereto, and their respective successors and assigns; provided that, if a Party makes an assignment of an Agreement in accordance herewith, the other Party hereby agrees that the assigning party is released from its future obligations under the Agreement.

12.3 **Entirety of Agreement.** The Parties each acknowledge that they are relying on their own judgment and it is their intention that each Agreement (i) shall contain all terms, conditions, and protections in any way related to, or arising out of, the sale and purchase of the electricity, and (ii) supersedes, and the Parties hereby expressly disclaim any reliance upon, all prior discussions and agreements between the Parties hereto, whether written or oral, as to the subject Premise(s). Both Parties have agreed to the wording of each Agreement and any ambiguities therein shall not be interpreted to the detriment of either Party merely by the fact that such Party is the author of the Agreement. An Agreement may not be modified or amended except in writing, duly executed by the Parties hereto.

12.4 **Waiver of Rights.** A waiver by either Party of any breach of an Agreement, or the failure of either Party to enforce any of the terms and provisions of an Agreement, will not in any way affect, limit or waive that Party's right to subsequently enforce and compel strict compliance with the same or other terms or provisions of the Agreement.

12.5 **Third Party Beneficiary/Rights.** Nothing in an Agreement shall create, or be construed as creating, any express or implied benefits or rights in any person or entity other than the Parties.

12.6 **Survival.** No termination or cancellation of an Agreement, and/or this Base Contract, will relieve either Party of any obligations under an Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties, obligations to pay for Power consumed, obligations for any breaches of contract, and obligations of indemnity.

12.7 **Confidentiality.** Seller and Buyer agree to keep all terms and provisions of each Agreement confidential and not to disclose the terms of the same to any third parties without the prior written consent of the other Party; provided, however, each Party shall have the right to make such disclosures, if any, to governmental agencies and to its own agents, attorneys, auditors, accountants and shareholders as may be reasonably necessary. If disclosure is sought through process of a court, or a state or federal regulatory agency, the Party from whom the disclosure is sought shall resist disclosure through all reasonable means and shall immediately notify the other Party to allow it the opportunity to participate in such proceedings.

12.8 Forward Contract. Each Agreement constitutes a "forward contract" as defined in Section 101(25) of the U.S. Bankruptcy Code ("**Bankruptcy Code**"). The Parties agree that (a) Seller is a "forward contract merchant" as defined in Section 101(26) of the Bankruptcy Code, (b) the termination rights of the Parties will constitute contractual rights to liquidate transactions, (c) any payment related hereto will constitute a "settlement payment" as defined in Section 101 (51A) of the Bankruptcy Code, and (d) Sections 362, 546, 553, 556, 560, 561 and 562 of the Bankruptcy Code shall apply to the Parties.

12.9 Representations and Warranties. Buyer hereby represents and warrants to Seller as follows: (a) Buyer is legally authorized to change the REP for all of the Premises, (b) Buyer's execution and delivery of an Agreement does not, and the performance by Buyer of its obligations thereunder will not, violate any contract or agreement to which Buyer is a party or pursuant to which its assets are bound, and (c) each Agreement is a valid and binding obligation of Buyer, enforceable against it in accordance with its terms. Upon execution of each Agreement, Buyer authorizes Seller to become Buyer's REP for the Agreement Term as to the Premise(s) covered by such Agreement and to act as Buyer's agent for the sole purpose of effecting any such change in REP, if necessary. If any of Buyer's representations or warranties hereinabove are untrue when made or fail to be true at all times during the Agreement Term, Buyer shall indemnify, defend, and hold Seller harmless from and against any third party claims (and related costs and expenses) arising out of or relating thereto.

12.10 Further Assurances. Buyer and Seller agree to provide such information, execute and deliver any instruments and documents and to take such other actions as may be necessary or reasonably requested by the other Party, which are not inconsistent with the provisions of an Agreement and which do not involve the assumption of obligations other than those provided for in the Agreement, in order to give full effect to the Agreement and to carry out the intent of the Agreement.

12.11 Headings. The headings included throughout this Base Contract are inserted solely for convenience and reference purposes only and shall not be construed or considered in interpreting any terms or provisions of an Agreement.

12.12 Severability. If any provision in an Agreement is determined to be invalid, void, or unenforceable by any governmental authority having jurisdiction, then such determination will not invalidate, void, or make unenforceable any other provision or covenant in the Agreement.

12.13 Applicable Law. ALL AGREEMENTS SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF TEXAS WITHOUT GIVING EFFECT TO ANY CONFLICT OF LAWS PRINCIPLES WHICH OTHERWISE MIGHT BE APPLICABLE. THE PARTIES RECOGNIZE THAT THE AGREEMENTS ARE PERFORMABLE IN PART IN DALLAS COUNTY.

12.14 Dispute Resolution. PURSUANT TO THE FEDERAL ARBITRATION ACT, THE PARTIES HEREBY AGREE THAT ANY CONTROVERSY, CLAIM OR ALLEGED BREACH, INCLUDING BUT NOT LIMITED TO TORTS AND STATUTORY CLAIMS, ARISING OUT OF OR RELATED TO AN AGREEMENT OR THE NEGOTIATION OF AN AGREEMENT SHALL BE RESOLVED BY BINDING ARBITRATION CONDUCTED UNDER THE AMERICAN ARBITRATION ASSOCIATION ("AAA") COMMERCIAL ARBITRATION RULES. DEMAND FOR ARBITRATION MUST BE MADE NO LATER THAN THE TIME THAT SUCH ACTION WOULD BE PERMITTED UNDER THE APPLICABLE TEXAS STATUTE OF LIMITATION. ANY DISPUTES REGARDING THE TIMELINESS OF THE DEMAND FOR ARBITRATION SHALL BE DECIDED BY THE ARBITRATOR(S). JUDGMENT UPON THE AWARD RENDERED BY THE ARBITRATOR(S) MAY BE ENTERED IN ANY COURT HAVING JURISDICTION THEREOF IN ORDER TO OBTAIN COMPLIANCE THEREWITH. ANY CASE IN WHICH ANY CLAIM, OR COMBINATION OF CLAIMS, EXCEEDS \$500,000 WILL BE DECIDED BY THE MAJORITY OF A PANEL OF THREE (3) NEUTRAL ARBITRATORS. IN RENDERING THE AWARD, THE ARBITRATOR(S) WILL DETERMINE THE RIGHTS AND OBLIGATIONS OF THE PARTIES ACCORDING TO THE LAWS OF THE STATE OF TEXAS (WITHOUT REGARD TO ANY CONFLICT OF LAW PRINCIPLES). ANY DISCOVERY IN ADVANCE OF THE ARBITRATION HEARINGS SHALL BE CONDUCTED CONSISTENT WITH THE DISCOVERY PERMITTED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE; PROVIDED, HOWEVER, EACH PARTY SHALL BE ENTITLED TO: NO MORE THAN 5 DEPOSITIONS OF NO MORE THAN 5 HOURS EACH PER SIDE, NO MORE THAN 1 WRITTEN SET OF NO MORE THAN THIRTY (30) INTERROGATORIES, AND NO MORE THAN FIFTY (50) REQUESTS FOR PRODUCTION, UNLESS THE MAJORITY OF THE ARBITRATORS GRANT THE PARTIES THE RIGHT TO ADDITIONAL DISCOVERY. THE ARBITRATION PROCEEDINGS AND HEARINGS WILL BE CONDUCTED IN DALLAS, TEXAS OR AT SUCH OTHER PLACE AS MAY BE SELECTED BY MUTUAL AGREEMENT. EACH PARTY SHALL BEAR ITS OWN COSTS AND EXPENSES (INCLUDING ATTORNEY FEES), AS WELL AS AN EQUAL SHARE OF THE ARBITRATORS' FEES AND ADMINISTRATIVE FEES OF ARBITRATION. NO PARTY OR ARBITRATOR(S) MAY DISCLOSE THE EXISTENCE, CONTENT OR RESULTS OF ANY ARBITRATION HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF ALL PARTIES.

12.15 Contract Execution; Counterparts; Original Documents. Each Party agrees that each Agreement, as well as any amendments thereto, may be executed by written or electronic signature and may be delivered by facsimile or other electronic transfer in multiple counterparts, each of which will be as binding on the Party or Parties as an original document. Each Party understands and agrees that such facsimiles or other electronic transmissions shall be deemed to constitute the original of such documents, and that any objections that they do not constitute the "best evidence" of the documents, or that they do not comply with the "Statute of Frauds," as well as any other similar objections to the validity or admissibility of the document, are hereby expressly waived by the Parties.

12.16 Telephonic Recording of Transactions. Buyer and Seller agree that they may enter into a Transaction Confirmation, or any price conversion (if applicable) thereunder, through their oral or written agreement. Buyer and Seller hereby consent to the creation of an audio tape or other electromagnetic recording (each, a "**Recording**") of all telephone conversations between the Parties. Buyer and Seller agree that Recordings shall be retained in confidence, secured from improper access, and may be introduced in any proceeding relating to such transaction hereunder as evidence of the terms of such transaction. Buyer and Seller agree and hereby waive any further notice of Recordings. Without limiting the foregoing, Buyer and Seller further waive any objections to the validity or enforceability of such Recordings for the purposes recited above, based upon: (a) whether certain agreements are to be in writing or signed by the Party bound thereby, or (b) the admissibility of the terms of a transaction into evidence in any dispute between the Parties under the applicable rules of evidence. Seller will provide Buyer written terms for each such transaction confirmed via a Recording. Buyer agrees to promptly review such written terms and notify Seller of disagreement therewith. If there is a conflict between the terms as quoted and agreed upon in the Recording and such written terms, the Recording shall control.

12.17 Termination of Base Contract. Either Party may terminate this Base Contract at any time by providing at least 30 days prior written notice to the other Party; provided, however, in no event shall any such termination take effect until the termination or expiration of all Agreements hereunder.

The Parties have signed this Base Contract for Supply of Electricity document, acknowledging their agreement to its provisions as of January 14, 2014.

CITY OF TOMBALL

TXU ENERGY RETAIL COMPANY LLC

By: _____

Name: _____

Title: _____

"Buyer"

By: _____

Name: Gabriel R. Castro

Title: Vice President

"Seller"

**ADDENDUM TO THE
BASE CONTRACT FOR SUPPLY OF ELECTRICITY**



- I. The following new definitions are hereby added to Section I of the Base Contract, to be inserted in alphabetical order:

"Code" means Texas Local Government Code, Title 8, Chapter 271, Subchapter I, Sections 271.151 through 271.160.

"Covered Contract" means a "Contract subject to this subchapter," as such phrase is defined in Section 271.151(2) of the Code.

- II. The last sentence of Section 4.1 of the Base Contract shall be deleted in its entirety and replaced with the following:

Buyer shall notify Seller in writing on or before the due date if Buyer is withholding payment of any disputed portion of the Charges and shall include a list of specific reasons for the dispute; provided, however, that the undisputed portions of the Charges shall remain due and payable on the due date. If Buyer gives such notice of dispute, the Parties shall pursue diligent, good faith efforts to resolve the dispute during the thirty (30) calendar days following Seller's receipt of the notice. Any amount found payable (including interest) shall be paid within fifteen calendar days of the dispute being resolved. If the Parties are unable to resolve the dispute during the thirty (30) day period and it is subsequently determined that Buyer should pay Seller all or part of the disputed amount, Seller may require that Buyer pay interest on such past due amount from the date such payment was originally due until the same is paid. All past due amounts shall accrue interest at a rate equal to the lesser of (i) one percent (1%) above the "Prime Rate" as published on the first business day of July of Buyer's preceding fiscal year that does not fall on a Saturday or Sunday in the Wall Street Journal under "Money Rates" or an appropriate substitute should such rate cease to be published, or (ii) the highest rate allowed by law, from the date the payment was originally due until paid (including accrued interest).

- III. Section 4.3 of the Base Contract shall be deleted in its entirety and replaced with the following:

4.3 If, upon expiration or termination of an Agreement for any reason, Buyer fails either to switch to another retail electric provider or execute a replacement agreement with Seller, then, until Buyer either executes a replacement agreement with Seller or switches to another provider for the applicable Premise(s), Seller may charge Buyer, as the Contract Price for Power utilized at such Premises after expiration or termination of the Agreement, a price per kWh equivalent to Seller's then current "standard list price offer." Provided further, however, in the event that after such termination or expiration Buyer should fail to make payment due to Seller or provide security after notice and opportunity to pay/provide, Seller, in its sole discretion and at whatever time chosen by Seller, may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) under such Agreement, except as may be prohibited by law; however, Seller shall not have the right to direct the TDSP to disconnect electric service for the non-payment of amounts that are subject to a bona fide dispute.

- IV. The following Section 4.5 shall be added to the Base Contract:

4.5 If Buyer notifies Seller in writing of a justifiable concern regarding the accuracy of an invoice, Seller will make the records in its possession that are reasonably necessary to verify the accuracy of the bill available to Buyer during normal business hours. It is understood and agreed that such information and records provided under this Section 4.5 constitute Seller's proprietary and confidential information, the release of which could hinder or harm Seller's competitive position; therefore, such information and records are not intended to be public information under the Texas Public Information Act and shall not be released by Buyer, unless otherwise determined by the Texas Attorney General or a court of competent jurisdiction. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the Public Information Statutes, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge is finally denied. All information and records provided hereunder constitute Seller's property and such information, records, and copies thereof, as well as all notes taken therefrom, shall be returned to Seller promptly after the resolution of the concerns regarding the accuracy of the invoice.

- V. The following Section 4.6 shall be added to the Base Contract:

4.6 Buyer represents and warrants that as a political subdivision or agency of the State of Texas, it is exempt from state sales taxes pursuant to Section 151.309 of the Texas Tax Code. Seller may request a certificate of exemption from Buyer, and Buyer shall provide such certificate within a reasonable period of time. Thereafter, Seller, to the extent that it is not required to collect or pay such taxes, will not flow through the costs of such taxes hereunder to Buyer.

- VI. Section 6.2(a) of the Base Contract shall be deleted in its entirety and replaced with the following:

6.2(a) If Seller terminates an Agreement due to a Material Breach by Buyer, Buyer shall, within thirty (30) calendar days following such termination, pay Seller, in addition to all reasonable direct costs and expenses incurred by Seller as a result of such Material Breach and termination, and all amounts Buyer owes Seller with respect to time periods prior to the termination, the positive amount, if any, calculated as follows as of the date of termination: the sum of (A) the product of (I) the remaining quantities of electricity for the remainder of the Agreement Term as reflected on Exhibit A-1 (the "**Remaining Quantities**") multiplied by (II) the Contract Price under such Agreement minus the then-current market value of a kWh as reasonably determined by Seller plus (B) the value of any term extension option rights, if any, that Seller may have under the Agreement. In addition, if the termination was pursuant to Section 6.1(a) or (g) above due to Buyer's Material Breach in failing to make payment due to Seller or provide security after the requisite notice and opportunity to cure, Seller may (as a result of PUCT rules that forbid a REP from switching a customer to the POLR) direct the TDSP to disconnect electric service to the Premise(s) covered thereunder, except as may be prohibited by law; however, Seller shall not have the right to direct the TDSP to disconnect electric service (i) for the non-payment of amounts that are subject to a bona fide dispute, (ii) prior to termination of the applicable Agreement, or (iii) for a termination of the applicable Agreement due to a Material Breach other than non-payment or failure to provide security.

VII. The following Sections 6.3 and 6.4 shall be added to Article VI of the Base Contract

6.3 The Parties agree that if (i) Buyer is unable to allot or appropriate sufficient funds for Buyer's fiscal year(s) that follow the initial fiscal year of an Agreement Term to continue the purchase of the total quantity of electricity covered by the Agreement, and (ii) otherwise has no legally available funds for the purchase of electricity, Buyer may terminate the Agreement at the end of Buyer's then current fiscal year by (a) giving Seller ninety (90) calendar days written notice to Seller and (b) enclosing therewith a sworn statement that the foregoing conditions exist. In this sole event, Buyer shall not be obligated to make contract payments under the Agreement beyond the end of the then current fiscal year. Notwithstanding the foregoing, Buyer covenants and represents to Seller that upon the execution of each Agreement (a) Buyer has budgeted and has available sufficient funds to comply with its obligations under the Agreement for the current fiscal year, (b) there are no circumstances presently affecting Buyer that could reasonably be expected to adversely affect its ability to budget funds for the payment of all sums due under the Agreement, (c) Buyer believes that funds can be obtained in amounts sufficient to make all contract payments during the full Agreement Term and intends to make all required contract payments for the full Agreement Term, (d) Buyer covenants that it will do all things within its power to obtain, maintain and properly request and pursue funds from which contract payments may be made, specifically, including in its annual budget requests amounts sufficient to make contract payments for the full Agreement Term, (e) Buyer will not give priority in the appropriation of funds for the acquisition or use of additional energy services, (f) if any funds are appropriated for electricity costs, such funds shall be applied first to the cost of electricity to be provided pursuant to the Agreement and that any such funds shall not be used to pay for electric power from any other electric power provider for the accounts covered in the Agreement, and (g) Buyer agrees to notify Seller in writing of such non-appropriation at the earliest practicable time subsequent to the failure to appropriate. As of the termination date of an Agreement under this Section 6.3, Seller shall have no further duty to supply electricity to Buyer under such Agreement and shall move service for Buyer's Premises to the POLR on the date of termination for non-appropriation.

6.4 If Buyer uses its inherent powers as a governmental entity under the provisions of Articles VII, X, or in any other manner to circumvent the intent or terms and provisions of the Agreement, Buyer shall be responsible for contract damages caused by such action.

VIII. Section 8.2 of the Base Contract shall be deleted in its entirety and replaced with the following:

ANY LIABILITY UNDER AN AGREEMENT WILL BE LIMITED TO DIRECT ACTUAL DAMAGES AS THE SOLE AND EXCLUSIVE REMEDY, AND ALL OTHER REMEDIES OR DAMAGES AT LAW OR IN EQUITY ARE WAIVED. NEITHER PARTY WILL BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR INDIRECT DAMAGES, INCLUDING LOST PROFITS OR OTHER BUSINESS INTERRUPTION DAMAGES, WHETHER IN TORT OR CONTRACT OR OTHERWISE IN CONNECTION WITH AN AGREEMENT. THE LIMITATIONS IMPOSED ON REMEDIES AND DAMAGE MEASUREMENT WILL BE WITHOUT REGARD TO CAUSE, INCLUDING NEGLIGENCE OF ANY PARTY, WHETHER SOLE, JOINT, CONCURRENT, ACTIVE OR PASSIVE.

IX. Article X of the Base Contract is hereby amended to add a new Section 10.4 to read in its entirety as follows:

10.4 The Parties hereby acknowledge and agree that this Agreement is a Covered Contract and shall be subject to all provisions of the Code.

X. Article XI of the Base Contract shall be retitled "Responsibility" and Sections 11.1 and 11.2 thereof shall be deleted in their entirety and replaced with the following:

11.1 As between the Parties, Buyer assumes full responsibility for electric energy on Buyer's side (downstream) of the TDSP Point of Delivery, and agrees to the full extent allowed by law, to and shall hold harmless Seller, its parent company and all of its affiliates (except any which may be the TDSP serving Buyer's Premise(s)), and all of their respective officers, directors, shareholders, associates, employees, servants, and agents (collectively referred to as "Seller Group"), from and against all claims, losses, expenses, damages, demands, judgments, causes of action, and suits of any kind (collectively referred to "Claims"), including Claims for personal injury, death, or damages to property, occurring on Buyer's side of the TDSP Point of Delivery, arising out of or related to the electric power and energy and/or Buyer's performance under an Agreement.

11.2 As between the Parties, Seller assumes full responsibility for electric energy on Seller's side (upstream) of the Seller Point of Delivery, and agrees to and shall hold harmless Buyer, its officials, associates, employees, servants, and agents (collectively referred to as "Buyer Group"), from and against all Claims, including Claims for personal injury, death, or damages to property occurring on Seller's side of the Seller Point of Delivery, arising out of or related to the electric power and energy and/or Seller's performance under an Agreement.

XI. The following shall be added to the end of Section 12.4 of the Base Contract:

Except to the extent necessary to enforce Seller's rights under an Agreement, nothing in the Agreement shall constitute or be interpreted to constitute a waiver of Buyer's statutory and common-law immunity defenses, including sovereign and/or governmental immunity and qualified and/or official immunity; it being intended that such immunities shall in all respects be preserved except as otherwise provided herein.

XII. Sections 12.6 and 12.7 of the Base Contract shall be deleted in their entirety and replaced with the following:

12.6 Survival. No termination or cancellation of an Agreement will relieve either Party of any obligations under the Agreement that by their nature survive such termination or cancellation, including, but not limited to, all warranties, obligations to hold harmless, obligations to pay for electricity taken, and obligations for any breaches of contract.

12.7 Confidentiality. Seller acknowledges that Buyer is a governmental body that is subject to public information laws, including Chapter 552 of the Texas Government Code, which requires Buyer to release any information that is defined as or deemed to be public (the "Public Information Statutes"). Subject to any Public Information Statute or related order, rule or regulation requiring disclosure, Buyer agrees to keep all terms and provisions of each Agreement, and any information and records in Seller's possession that are provided under each Agreement, confidential and not to disclose the terms of the same to any third parties without the prior written consent of Seller. It is understood and agreed that the foregoing constitutes proprietary and confidential information of Seller, the release of which could hinder or harm Seller's competitive position, and therefore is not intended to constitute public information under the Texas Public Information Act and shall not be released by Buyer, unless determined otherwise by the Texas Attorney General or a court of competent jurisdiction. Nothing in this section will require Buyer to pursue a legal challenge in any court to seek to overturn a ruling by the Texas Attorney General's Office or a court requiring disclosure pursuant to the provisions of the Public Information Statutes, but Buyer shall (i) cooperate and assist Seller if Seller pursues such a challenge and (ii) make no disclosure until, if, and when Seller's challenge has been finally denied.

XIII. The following shall be added to the end of Section 12.9 of the Base Contract:

Buyer hereby further represents and warrants to Seller that (a) Buyer is authorized by statute or the constitution to enter into each Agreement and, in the event Buyer is a local governmental entity, (b) Buyer's governing body meets more frequently than once per month and will continue to do so throughout each Agreement Term.

XIV. The text of Section 12.14 of the Base Contract shall be deleted in its entirety and the following notation added in lieu thereof:

[Intentionally Deleted]

XV. A new Section 12.18 of the Base Contract is hereby added to read in its entirety as follows:

12.18 Attorneys' Fees. In any litigation to enforce the terms of an Agreement, the prevailing party is entitled to recover its reasonable and necessary attorneys' fees from the non-prevailing party

[End of Addendum]

Regular City Council Agenda Item Data Sheet

Meeting Date: January 20, 2014

Topic:

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

Background:

Each year, the Council and the ESD #15 set the compensation amount from the ESD through an amendment to the Interlocal Agreement. The compensation is based on the taxable base multiplied by a \$.03 tax rate multiplied by a 90% collection factor and then divided by 2. For 2014, the advalorem tax revenue at the \$.03 tax rate is estimated to be \$150,000. Multiplying that amount times the 90% collection factor results in estimated collections at \$135,000 which, divided by 2 equals \$67,500. The compensation amount was \$60,000 for 2013.

Origination:

Fire Department

Recommendation:

Staff recommends approval

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

Randy Parr

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

ATTACHMENTS:

Compensation Amendment

**YEARLY COMPENSATION AMENDMENT TO
INTERLOCAL AGREEMENT FOR
FIRE PROTECTION, FIRE SUPPRESSION,
AND RESCUE SERVICES**

This **AMENDMENT TO THE INTERLOCAL AGREEMENT FOR FIRE PROTECTION, FIRE SUPPRESSION AND RESCUE SERVICES** (herein "Agreement") is entered into effective the 1st day of January 2014, by and between **HARRIS COUNTY EMERGENCY SERVICES DISTRICT ESD NO. 15** ("District"), a political subdivision of the State of Texas, organized and operating pursuant to the provisions of Chapter 775 of the Health and Safety Code and **THE CITY OF TOMBALL, TEXAS** for **TEN AND NO/100 (\$10.00) DOLLARS**, the mutual covenants and agreements herein contained, and other good and valuable consideration. Accordingly, **DISTRICT** and **CITY OF TOMBALL** agree to the following:

I. RECITATIONS

The **DISTRICT** and **CITY OF TOMBALL** entered into an Interlocal Agreement For Fire Protection, Fire Suppression And Rescue Services (the Agreement) effective January 1, 2011 and terminating December 31, 2015. Each year the District and City must agree upon the amount of compensation under articles II and III of the Agreement in order for the Agreement to continue from year to year during the original term.

II. TERMS OF COMPENSATION

- a) During the Calendar Year 2014, the Compensation to be paid by **DISTRICT** to **CITY OF TOMBALL** for the services to be provided by **CITY OF TOMBALL** hereunder shall be as follows: **DISTRICT** to pay to **CITY OF TOMBALL** **Sixty-Seven Thousand Five Hundred and NO/100 Dollars (\$67,500.00)** for calendar year 2014. Compensation for subsequent years will be determined by mutual agreement between the District and the City in each separate year as provided in Articles II and III of the Agreement contract and supported by independent resolutions of the governing bodies of the District and the City.

- b) In the event DISTRICT shall choose to terminate the Agreement during the term, the compensation paid to the date of termination shall be non refundable. In the event CITY OF TOMBALL terminates this Agreement during the term, the compensation paid or due and payable shall be refundable to DISTRICT based on a pro rata basis (to wit, the percentage of the term completed as of the termination date).
- c) The CITY OF TOMBALL has the sole discretion to determine how these funds are expended.
- d) All other terms and conditions under the original Agreement are still in full force and effect.

CITY OF TOMBALL, TEXAS

By: _____
Print Name: _____
Title: _____
Date: _____

Address for Notice:
401 Market
Tomball, Texas 77375

Acknowledged
TOMBALL FIRE DEPARTMENT

By: _____
Randall F. Parr
Fire Chief

Address for Notice:
1200 Rudel
Tomball, Texas 77375

**HARRIS COUNTY EMERGENCY
SERVICES DISTRICT NO. 15**

By: *Larry Fisher*
~~Charles Hall~~ LARRY FISHER
Vice-President

Date: Dec 19, 2013

Address for Notice:
P.O. Box 1709
Tomball, Texas 77377-1709

Copy for notices:
Coveler & Katz, P.C.
820 Gessner, Suite 1710
Houston, Texas 77024

Regular City Council

Agenda Item

Meeting Date: January 20, 2014

Data Sheet

Topic:

Consideration and Possible action Regarding the Use of Eminent Domain Authority to Condemn the Property as Follows:

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.

Background:

The M121 Drainage Project was approved by City Council in the FY 2011-2012 annual Budget. This project will provide drainage and detention for the M121 Drainage Basin. The City has acquired 2 of the 5 parcels for the ROW and accompanying easements. The Engineering Division has negotiated with the owner for the purchase of the property and has been unable to agree with the owner as to a fair market value thereof and damages, if any. The offer to the owner of the land was made based upon its appraised value. The Engineering Division is requesting Council approval to proceed with eminent domain proceedings.

When making the motion please state *"I move that the City of Tomball authorize the use of the power of eminent domain to acquire the 0.200 acre right-of-way strip, 0.401 acre utility easement, and 3.608 acre right-of-way for drainage purposes, owned by James Midkiff for the M121 Drainage Project."*

Origination:

Engineering Division

Recommendation:

Engineering recommends approval.

Funding:

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

Engineering and Planning Department

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

ATTACHMENTS:

Resolution 2014-02

Exhibits

RESOLUTION NO. 2014-02

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, DETERMINING THAT 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; 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.

* * * * *

WHEREAS, the City Council of the City of Tomball now finds and determines that public convenience and necessity requires the City of Tomball to acquire a right-of-way easement over and across tracts of land containing 3.608 acres for a drainage channel in the City of Tomball, Texas, a more specific description of said 3.608 acre tract of land is attached hereto as Exhibit “A” and made a part thereof, (herein after the “Land”); and

WHEREAS, the City Council of the City of Tomball now finds and determines that public convenience and necessity requires the City of Tomball to acquire a right-of-way easement over and across a tract of land containing 0.200 acres for the extension of Holderrieth Road in the City of Tomball, Texas, a more specific description of said 0.200 acre tract of land is attached hereto as Exhibit “B” and made a part thereof, (herein after the “Land”); and

WHEREAS, the City Council of the City of Tomball now finds and determines that public convenience and necessity requires the City of Tomball to acquire a utility easement over and across a tract of land containing 0.401 acres for the construction, operation, maintenance, inspection, replacement, and removal of one or more utility lines in the City of Tomball, Texas, a

more specific description of said 0.401 acre tract of land is attached hereto as Exhibit “C” and made a part thereof, (herein after the “Land”); and

WHEREAS, the City of Tomball, through its duly authorized representatives, has negotiated with the owners of the Land for the purchase of same for the purpose stated herein and has been unable to agree with such owners as to the fair cash market value thereof and damages, if any; and

WHEREAS, the City Council of the City of Tomball has authorized the City Manager to make an offer to the owners of the Land for the purchase of same based upon its appraised value, and such offer has been made and the owner has refused to accept such final offer; now therefore,

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

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

Section 2. The City Council of the City of Tomball finds that a bona fide offer has been made by duly authorized representatives of the City for the acquisition of a right-of-way easement over and across the herein described tracts of the Land, and that said offer was not accepted, and that the only way for the City of Tomball to acquire such interest in said tract of land is through the filing of eminent domain proceedings.

Section 3. The City Council hereby finds and determines that a public use and necessity exists for the City of Tomball to acquire the necessary property rights in the 3.608 acre tract of land deemed necessary for drainage as part of the M121 Drainage Project, as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

Section 4. The City Council hereby finds and determines that a public use and necessity exists for the City of Tomball to acquire a the necessary property rights to a tract of land containing a 0.200 acre tract of land deemed necessary for the extension of Holderrieth Road in the City of Tomball, Texas, as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

Section 5. The City Council hereby finds and determines that a public use and necessity exists for the City of Tomball to construct, operate, maintain, inspect, replace, and remove of one or more utility lines, and to acquire the necessary property rights in the 0.401 acre tract of land deemed necessary therefor as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

Section 6. The final offer heretofore made by the City Manager authorized by formal action of the City Council, for the purchase of the Land is in all things hereby ratified and confirmed.

Section 7. The City Attorney is hereby authorized to bring eminent domain proceedings on behalf of the City of Tomball under applicable provisions of law, whether provided by §251.001 of the Texas Local Government Code, as amended, Chapter 21 of the Texas Property Code, or by any other provision of law, against the owner or owners of the Land, to-wit: James J. Midkiff or against the real and true owner, owners, claimant, or claimants if James J. Midkiff is said not to be the owner of the Land.

PASSED, APPROVED, AND RESOLVED this ____ day of _____, 2014.

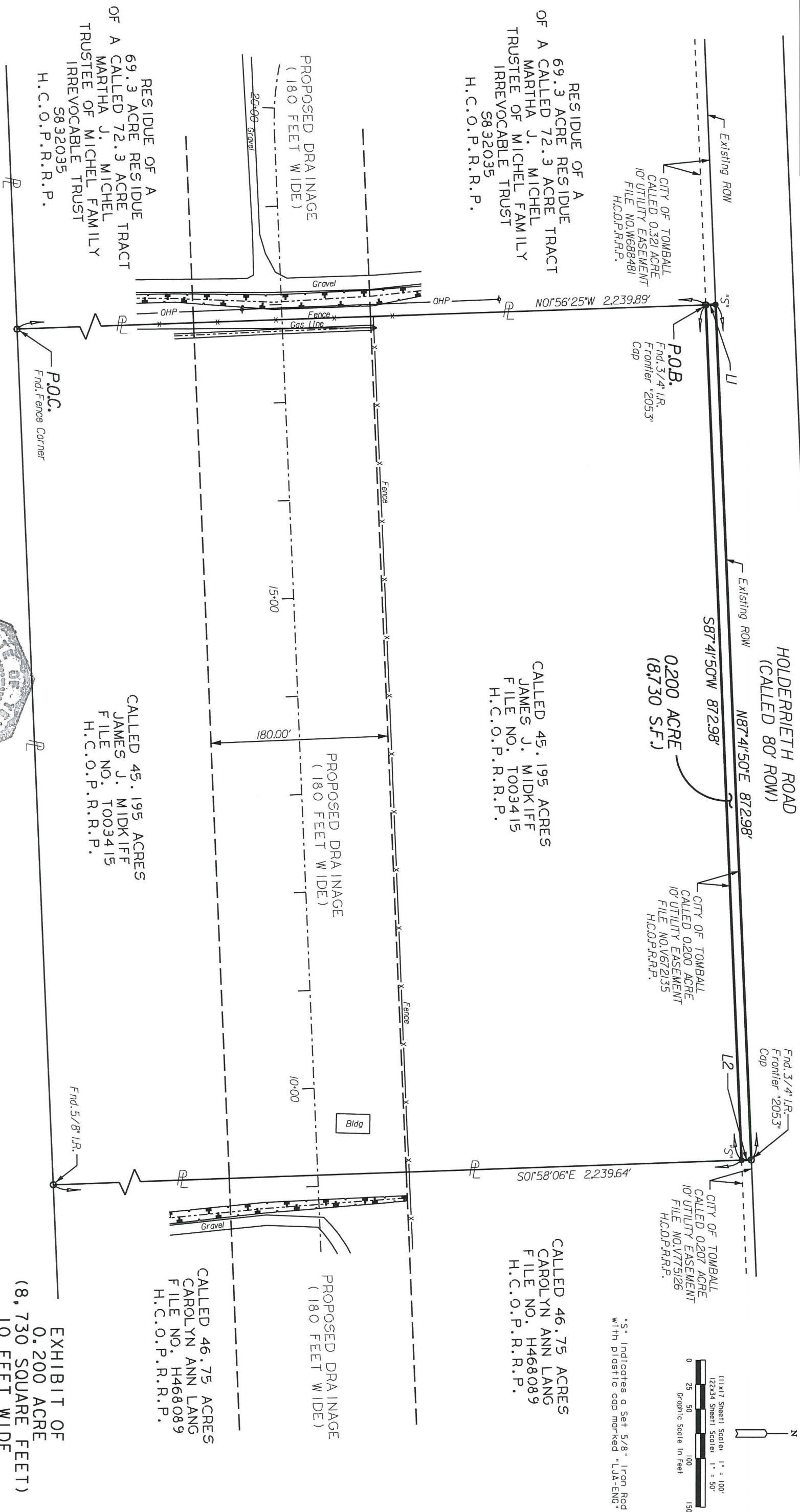
Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary

LINE TABLE

Line	Bearing	Distance
1	N01°56'25"W	10.00'
2	S01°58'06"E	10.00'



Keith D. Munn
12-10-2012

NOTES:

ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS
STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, NORTH
AMERICAN 1983 DATUM (1993 ADJUSTMENT.)

RIGHT-OF-WAY PARCEL
IN THE
CLAUDE N. PILOT SURVEY, A-6322
HARRIS COUNTY, TEXAS
DECEMBER 2012 JOB NO. 1396-2121

LJA Engineering, Inc.

2929 Briarpark Drive
Suite 600
Houston, Texas 77042

LJA Phone 713.953.5200
Fax 713.953.5026

CLAUDE N. PILLOT SURVEY, A-632
HARRIS COUNTY, TEXAS
DECEMBER 2012 JOB NO. 1396-2121

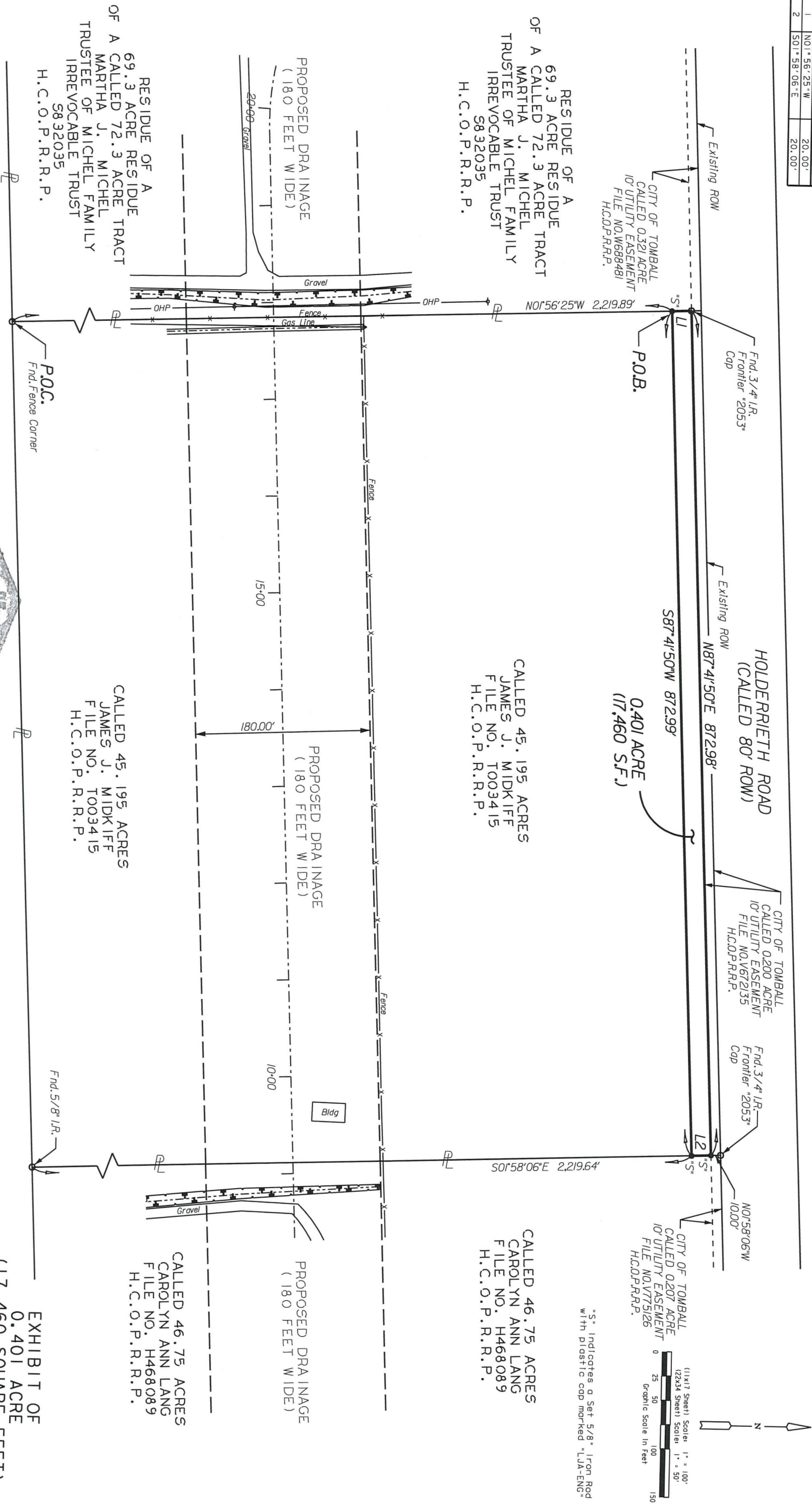
LJA Engineering, Inc.

2929 Briarpark Drive
Suite 600
Houston, Texas 77042

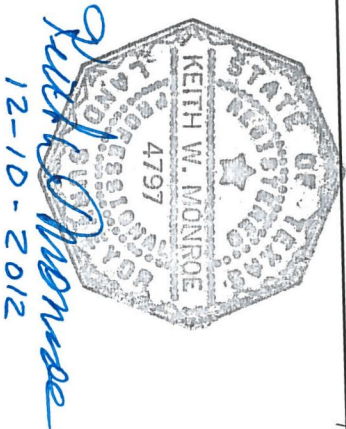
Phone 713.953.5200
Fax 713.953.5026

Page 84 of 126

LINE TABLE		
Line	Bearing	Distance
1	N01°56'25"W	20.00'
2	S01°58'06"E	20.00'

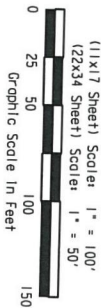
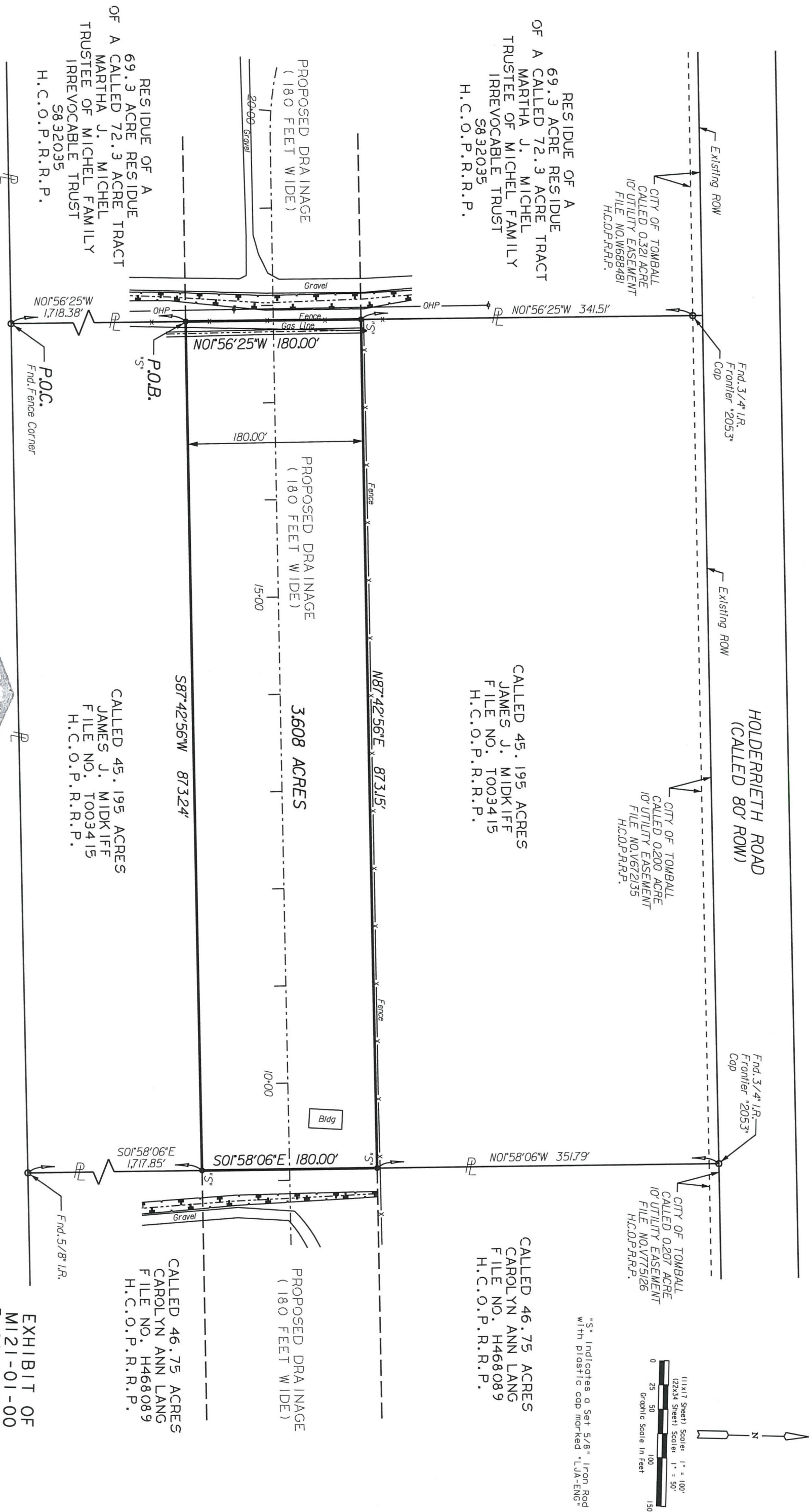


I:\ProJdsk\1\SURVEY\1396\2121\Cad\Midkiff-0-40\ac-UE.dgn
12/10/2012



NOTES:
ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS
STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NORTH
AMERICAN 1983 DATUM (1993 ADJUSTMENT).)
ABSTRACTING COMPLETED OCTOBER OF 2012.
FIELD WORK COMPLETED NOVEMBER OF 2012.

CLAUDE N. PILOT SURVEY, A-632
HARRIS COUNTY, TEXAS
DECEMBER 2012
JOB NO. 1396-2121
LJA Engineering, Inc.
2929 Briarpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026

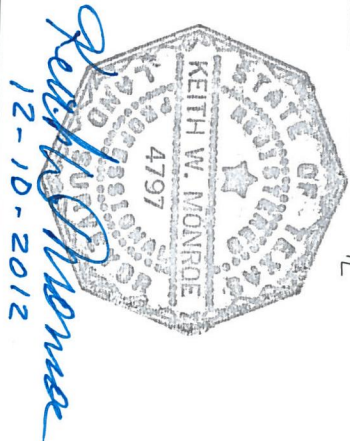


S Indicates a Set 5/8" Iron Rod
with plastic cap marked "LJA-ENG"

NOTES:
ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS
STATE PLANE COORDINATE SYSTEM (CENTRAL ZONE, NORTH
AMERICAN 1983 DATUM (1993 ADJUSTMENT).)
ABSTRACTING COMPLETED OCTOBER OF 2012.
FIELD WORK COMPLETED NOVEMBER OF 2012.

EXHIBIT OF
M121-01-00
3.608 ACRES
180 FEET WIDE
DRAINAGE PARCEL
IN THE
CLAUDE N. PILOT SURVEY, A-632
HARRIS COUNTY, TEXAS
DECEMBER 2012
JOB NO. 1396-2121

LJA Engineering, Inc.
2929 Briarpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026



Regular City Council

Agenda Item

Meeting Date: January 20, 2014

Data Sheet

Topic:

Consideration and Possible action Regarding the Use of Eminent Domain Authority to Condemn the Property as Follows:

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.

Background:

The M121 Drainage Project was approved by City Council in the FY 2011-2012 annual Budget. This project will provide drainage and detention for the M121 Drainage Basin. The City has acquired 2 of the 5 parcels for the ROW and accompanying easements. The Engineering Division has negotiated with the owner for the purchase of the property and has been unable to agree with the owner as to a fair market value thereof and damages, if any. The offer to the owner of the land was made based upon its appraised value. The Engineering Division is requesting Council approval to proceed with eminent domain proceedings.

When making the motion please state "I move that the City of Tomball authorize the use of the power of eminent domain to acquire the 0.207 acre right-of-way strip, 0.367 and 0.047 acre utility easement, and 8.288 acre right-of-way for drainage purposes, owned by Carolyn Ann Lang for the M121 Drainage Project."

Origination:

Recommendation:

Funding:

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

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

ATTACHMENTS:

Resolution 2014-03

Exhibits

RESOLUTION NO. 2014-03

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, DETERMINING THAT 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; 0.207 ACRE TRACT OF LAND IS NEEDED FOR THE EXTENSION OF HOLDERRIETH ROAD; 0.367 AND 0.047 ACRE TRACTS OF LAND ARE NEEDED FOR THE CONSTRUCTION, OPERATION, MAINTENANCE, INSPECTION, REPLACEMENT, AND REMOVAL OF ONE OR MORE UTILITY LINES AS PART OF THE HOLDERREITH ROAD EXTENSION PROJECT FOR THE CITY OF TOMBALL, TEXAS; AND AUTHORIZING THE INSTITUTION OF EMINENT DOMAIN PROCEEDINGS.

* * * * *

WHEREAS, the City Council of the City of Tomball now finds and determines that public convenience and necessity requires the City of Tomball to acquire a right-of-way easement over and across tracts of land containing 8.288 acres for a drainage channel in the City of Tomball, Texas, a more specific description of said 8.288 acre tract of land is attached hereto as Exhibit “A” and made a part thereof, (herein after the “Land”); and

WHEREAS, the City Council of the City of Tomball now finds and determines that public convenience and necessity requires the City of Tomball to acquire a right-of-way easement over and across a tract of land containing 0.207 acres for the extension of Holderrieth Road in the City of Tomball, Texas, a more specific description of said 0.207 acre tract of land is attached hereto as Exhibit “B” and made a part thereof, (herein after the “Land”); and

WHEREAS, the City Council of the City of Tomball now finds and determines that public convenience and necessity requires the City of Tomball to acquire a utility easement over and across tracts of land containing 0.367 and 0.047 acres for the construction, operation, maintenance, inspection, replacement, and removal of one or more utility lines in the City of

Tomball, Texas, a more specific description of said 0.367 and 0.047 acre tracts of land is attached hereto as Exhibit “C” and made a part thereof, (herein after the “Land”); and

WHEREAS, the City of Tomball, through its duly authorized representatives, has negotiated with the owners of the Land for the purchase of same for the purpose stated herein and has been unable to agree with such owners as to the fair cash market value thereof and damages, if any; and

WHEREAS, the City Council of the City of Tomball has authorized the City Manager to make an offer to the owners of the Land for the purchase of same based upon its appraised value, and such offer has been made and the owner has refused to accept such final offer; now therefore,

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

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

Section 2. The City Council of the City of Tomball finds that a bona fide offer has been made by duly authorized representatives of the City for the acquisition of a right-of-way easement over and across the herein described tracts of the Land, and that said offer was not accepted, and that the only way for the City of Tomball to acquire such interest in said tract of land is through the filing of eminent domain proceedings.

Section 3. The City Council hereby finds and determines that a public use and necessity exists for the City of Tomball to acquire the necessary property rights in the 8.288 acre tract of land deemed necessary for drainage as part of the M121 Drainage Project, as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

Section 4. The City Council hereby finds and determines that a public use and necessity exists for the City of Tomball to acquire a the necessary property rights to a tract of land containing a 0.207 acre tract of land deemed necessary for the extension of Holderrieth Road in the City of Tomball, Texas, as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

Section 5. The City Council hereby finds and determines that a public use and necessity exists for the City of Tomball to construct, operate, maintain, inspect, replace, and remove of one or more utility lines, and to acquire the necessary property rights in the 0.367 and 0.047 acres acre tracts of land deemed necessary therefor as allowed by law, together with all necessary appurtenances, additions and improvements on, over, under, and through those certain lots, tracts or parcels of land.

Section 6. The final offer heretofore made by the City Manager authorized by formal action of the City Council, for the purchase of the Land is in all things hereby ratified and confirmed.

Section 7. The City Attorney is hereby authorized to bring eminent domain proceedings on behalf of the City of Tomball under applicable provisions of law, whether provided by §251.001 of the Texas Local Government Code, as amended, Chapter 21 of the Texas Property Code, or by any other provision of law, against the owner or owners of the Land, to-wit: Carolyn Ann Lang or against the real and true owner, owners, claimant, or claimants if Carolyn Ann Lang is said not to be the owner of the Land.

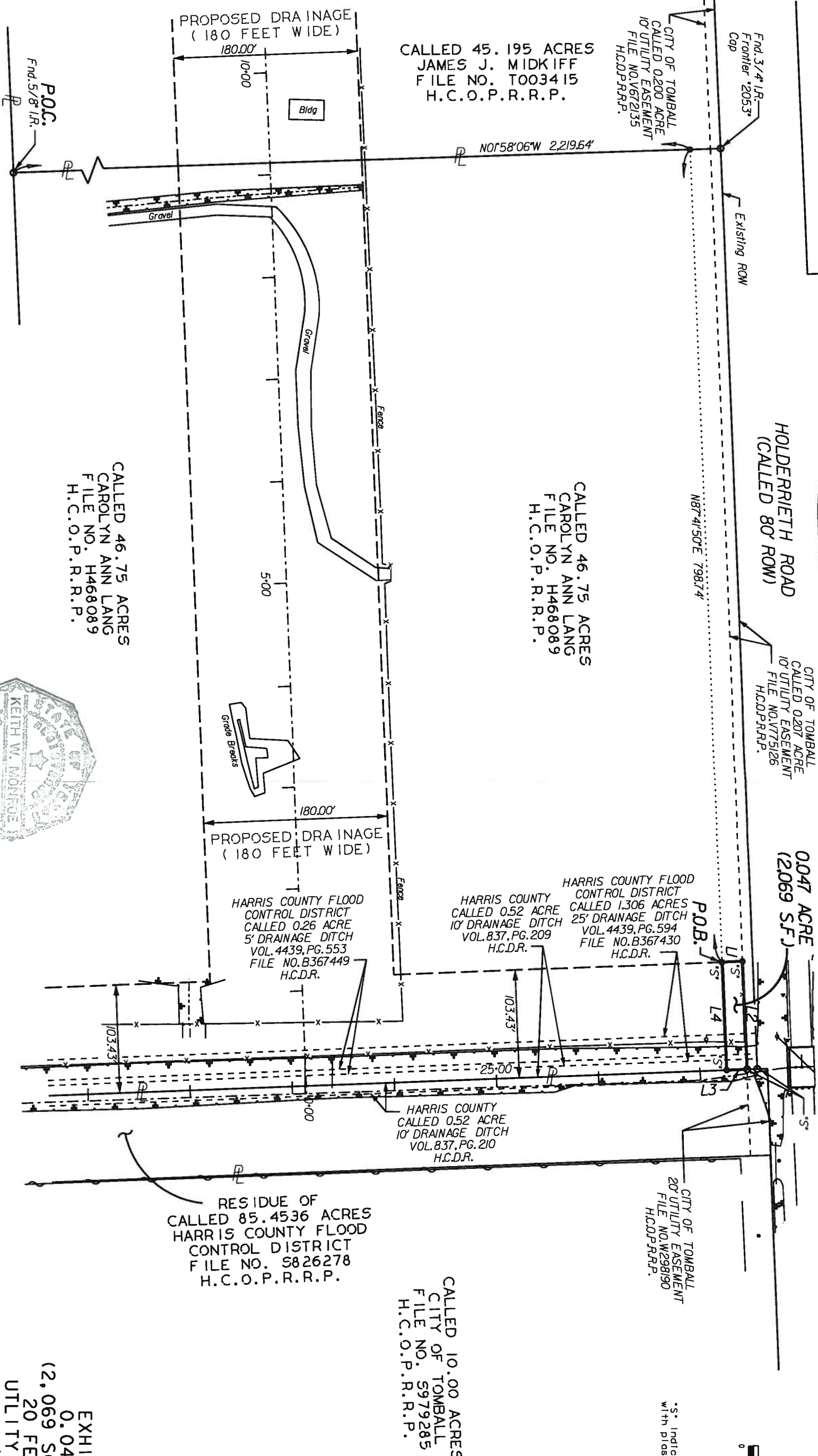
PASSED, APPROVED, AND RESOLVED this ____ day of _____, 2014.

Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary

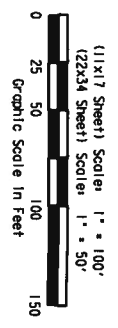
LINE TABLE		
Line	Bearing	Distance
1	N02°04'25"W	20.00'
2	N87°41'50"E	103.43'
3	S02°04'25"E	20.00'
4	S87°41'50"W	103.43'



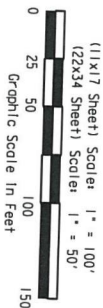
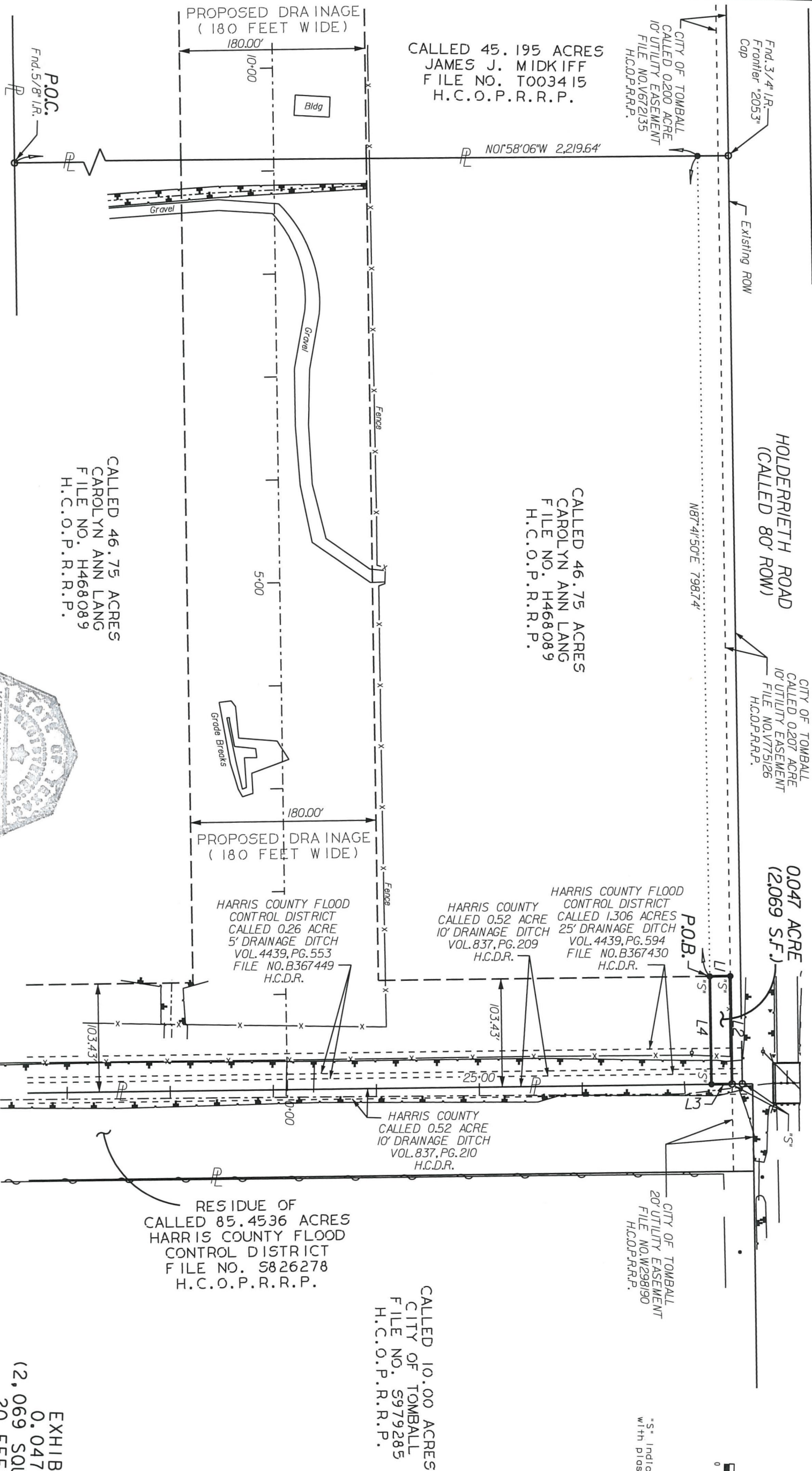
Keith W. Monroe
12-10-2012

NOTES:
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STATE PLANE COORDINATE SYSTEM CENTRAL ZONE, NORTH
AMERICAN 1983 DATUM (1993 ADJUSTMENT.)
ABSTRACTING COMPLETED OCTOBER OF 2012.
FIELD WORK COMPLETED NOVEMBER OF 2012.

EXHIBIT OF
0.047 ACRE
(2,069 SQUARE FEET)
20 FEET WIDE
UTILITY EASEMENT
IN THE
CLAUDE N. PILLOT SURVEY, A-632
HARRIS COUNTY, TEXAS
DECEMBER 2012 JOB NO. 1396-2121
LJA Engineering, Inc.
2929 Briarpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026



LINE TABLE		
Line	Bearing	Distance
1	N02°04'25"W	20.00'
2	N87°41'50"E	103.43'
3	S02°04'25"E	20.00'
4	S87°41'50"W	103.43'



S indicates a Set 5/8" Iron Rod with plastic cap marked "LJA-ENG"

CALLED 10.00 ACRES
CITY OF TOMBALL
FILE NO. S979285
H.C.O.P.R.R.P.

RESIDUE OF
CALLED 85.4536 ACRES
HARRIS COUNTY FLOOD
CONTROL DISTRICT
FILE NO. 5826278
H.C.O.P.R.R.P.

HARRIS COUNTY FLOOD
CONTROL DISTRICT
CALLED 0.26 ACRE
5' DRAINAGE DITCH
VOL. 4439, PG. 553
FILE NO. B367449
H.C.D.R.

HARRIS COUNTY
CALLED 0.52 ACRE
10' DRAINAGE DITCH
VOL. 837, PG. 209
H.C.D.R.

HARRIS COUNTY FLOOD
CONTROL DISTRICT
CALLED 1.306 ACRES
25' DRAINAGE DITCH
VOL. 4439, PG. 594
FILE NO. B367430
H.C.D.R.

CALLED 46.75 ACRES
CAROLYN ANN LANG
FILE NO. H468089
H.C.O.P.R.R.P.

CALLED 46.75 ACRES
CAROLYN ANN LANG
FILE NO. H468089
H.C.O.P.R.R.P.

CALLED 45.195 ACRES
JAMES J. MIDKIFF
FILE NO. T003415
H.C.O.P.R.R.P.

P.O.C.
Fnd. 5/8" I.R.



Keith W. Monroe
12-10-2012

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0.047 ACRE
(2,069 SQUARE FEET)
20 FEET WIDE
UTILITY EASEMENT

IN THE
CLAUDE N. PILLOT SURVEY, A-632
HARRIS COUNTY, TEXAS
DECEMBER 2012
JOB NO. 1396-2121

LJA Engineering, Inc.
2929 Briarpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026

LINE TABLE		
Line	Bearing	Distance
1	N01°58'06"W	10.00'
2	S02°04'25"E	10.00'

HOLDERIETH ROAD
(CALLED 80' ROW)

N87°41'50"E 902.11'

S87°41'50"W 902.13'

Fnd. 3/4" I.R.
Frontier "2053"
Cap
CITY OF TOMBALL
CALLED 0.200 ACRE
10' UTILITY EASEMENT
FILE NO. V672135
H.C.O.P.R.R.P.

P.O.B.

0.207 ACRE
(9,021 S.F.)

CITY OF TOMBALL
CALLED 0.207 ACRE
10' UTILITY EASEMENT
FILE NO. V775126
H.C.O.P.R.R.P.

CALLED 46.75 ACRES
CAROLYN ANN LANG
FILE NO. H468089
H.C.O.P.R.R.P.

CALLED 45.195 ACRES
JAMES J. MIDKIFF
FILE NO. T003415
H.C.O.P.R.R.P.

N01°58'06"W 2,239.64'

Bldg

180.00'

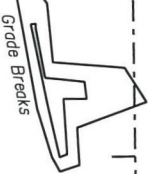
10+00

Gravel

Gravel

Fence

5+00



180.00'

PROPOSED DRAINAGE
(180 FEET WIDE)

HARRIS COUNTY FLOOD
CONTROL DISTRICT
CALLED 0.26 ACRE
5' DRAINAGE DITCH
VOL. 4439, PG. 553
FILE NO. B367449
H.C.D.R.

HARRIS COUNTY
CALLED 0.52 ACRE
10' DRAINAGE DITCH
VOL. 837, PG. 209
H.C.D.R.

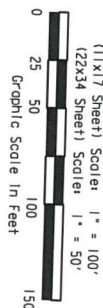
HARRIS COUNTY FLOOD
CONTROL DISTRICT
CALLED 1.306 ACRES
25' DRAINAGE DITCH
VOL. 4439, PG. 594
FILE NO. B367430
H.C.D.R.

HARRIS COUNTY
CALLED 0.52 ACRE
10' DRAINAGE DITCH
VOL. 837, PG. 210
H.C.D.R.

RESIDUE OF
CALLED 85.4536 ACRES
HARRIS COUNTY FLOOD
CONTROL DISTRICT
FILE NO. 5826278
H.C.O.P.R.R.P.

CALLED 10.00 ACRES
CITY OF TOMBALL
FILE NO. S979285
H.C.O.P.R.R.P.

CITY OF TOMBALL
20' UTILITY EASEMENT
FILE NO. W298190
H.C.O.P.R.R.P.



S Indicates a Set 5/8" Iron Rod
with plastic cap marked "LJA-ENG"

P.O.C.
Fnd. 5/8" I.R.

CALLED 46.75 ACRES
CAROLYN ANN LANG
FILE NO. H468089
H.C.O.P.R.R.P.



Keith W. Monroe
12-10-2012

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FIELD WORK COMPLETED NOVEMBER OF 2012.

EXHIBIT OF
0.207 ACRE
(9,021 SQUARE FEET)
10 FEET WIDE
RIGHT-OF-WAY PARCEL
IN THE

CLAUDE N. PILLOT SURVEY, A-632
HARRIS COUNTY, TEXAS
DECEMBER 2012 JOB NO. 1396-2121

LJA Engineering, Inc.

2929 Briarpark Drive
Suite 600
Houston, Texas 77042

Phone 713.953.5200
Fax 713.953.5026

LINE TABLE		
Line	Bearing	Distance
1	N01°58'06"W	20.00'
2	S02°04'25"E	20.00'

HOLDERIETH ROAD
(CALLED 80' ROW)

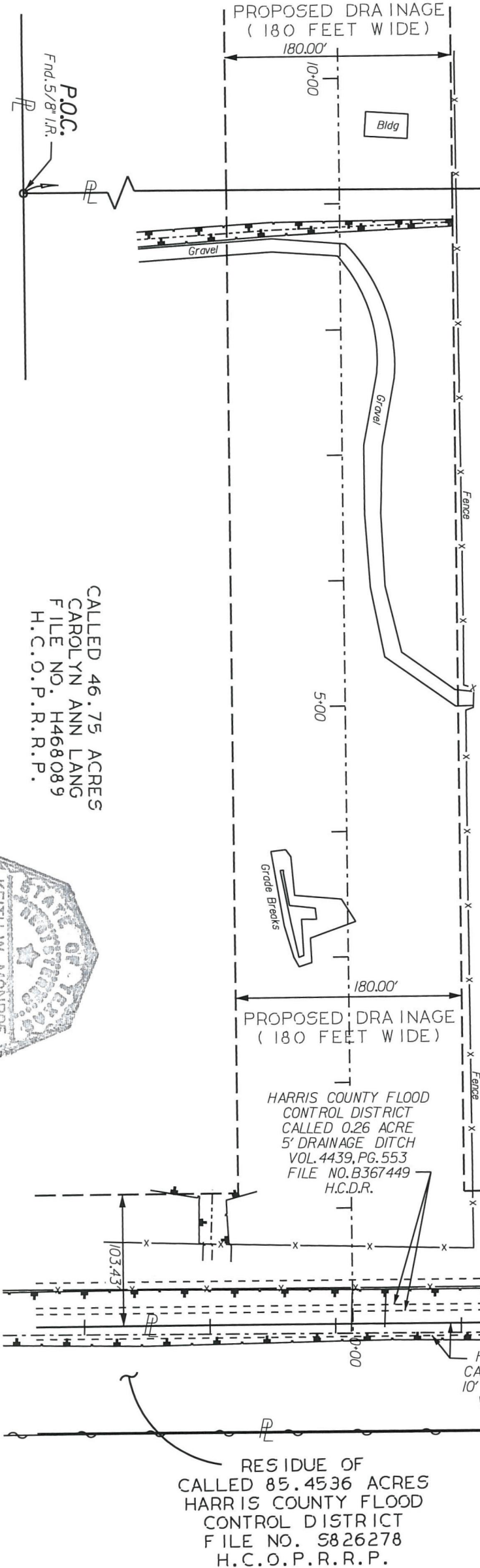
CITY OF TOMBALL
CALLED 0.207 ACRE
10' UTILITY EASEMENT
FILE NO.V775126
H.C.O.P.R.R.P.

587°41'50"W 798.74'
0.367 ACRE
(15,974 S.F.)

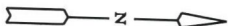
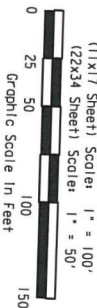
CALLED 46.75 ACRES
CAROLYN ANN LANG
FILE NO. H468089
H.C.O.P.R.R.P.

CALLED 45.195 ACRES
JAMES J. MIDKIFF
FILE NO. T003415
H.C.O.P.R.R.P.

CALLED 46.75 ACRES
CAROLYN ANN LANG
FILE NO. H468089
H.C.O.P.R.R.P.



S Indicates a Set 5/8" Iron Rod
with plastic cap marked "LJA-ENG"



CALLED 10.00 ACRES
CITY OF TOMBALL
FILE NO. S979285
H.C.O.P.R.R.P.

RESIDUE OF
CALLED 85.4536 ACRES
HARRIS COUNTY FLOOD
CONTROL DISTRICT
FILE NO. 5826278
H.C.O.P.R.R.P.

HARRIS COUNTY FLOOD
CONTROL DISTRICT
CALLED 0.26 ACRE
5' DRAINAGE DITCH
VOL.4439, PG.553
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H.C.D.R.

HARRIS COUNTY
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10' DRAINAGE DITCH
VOL.837, PG.209
H.C.D.R.

HARRIS COUNTY FLOOD
CONTROL DISTRICT
CALLED 1.306 ACRES
25' DRAINAGE DITCH
VOL.4439, PG.594
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10' DRAINAGE DITCH
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H.C.D.R.

EXHIBIT OF
0.367 ACRE
(15,974 SQUARE FEET)
UTILITY EASEMENT
IN THE

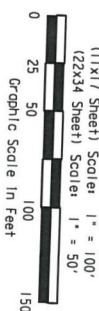
CLAUDE N. PILOT SURVEY, A-632
HARRIS COUNTY, TEXAS
DECEMBER 2012 JOB NO. 1396-2121

LJA Engineering, Inc.
2929 Briarpark Drive
Suite 600
Houston, Texas 77042
Phone 713.953.5200
Fax 713.953.5026

Keith W. Monroe
12-10-2012



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ABSTRACTING COMPLETED OCTOBER OF 2012.
FIELD WORK COMPLETED NOVEMBER OF 2012.



"S" indicates a Set 5/8" Iron Rod
with plastic cap marked "LJA-ENG"

EXHIBIT OF
M121-00-00 &
M121-01-00
8.288 ACRES
VARIABLE WIDTH
DRAINAGE PARCEL

IN THE

CLAUDE N. PILLOT SURVEY, A-6322
HARRIS COUNTY, TEXAS
DECEMBER 2012 JOB NO. 1396-2121

LJA Engineering, Inc.

2929 Briarpark Drive

Houston, Texas 77042

~~Page 96 of 126~~

Regular City Council

Agenda Item

Meeting Date: January 20, 2014

Data Sheet

Topic:

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.

- Conduct a Public Hearing on **ZONING CASE P13-148**
- 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.

Background:

On July 15, 2013, City Council discussed allowing detached single-family residences on any existing 25-foot wide platted lots in the Old Town Area bound 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. During this meeting, City Council deliberated allowing this, provided all new detached single-family residences access the property from an alleyway, that they provide at least two off-street parking stalls, as well as other design standards. Per City Council’s direction, Staff is bringing forth this proposed amendment to help accomplish the City Council’s overall vision for the Old Town Area.

The Planning & Zoning Commission considered this case on October 14, 2013. Commissioner Beauvais made a motion to approve, seconded by Commissioner Walicki. Chairperson Tague made a motion to table the case until January 13, 2014, seconded by Commissioner Beauvais. The motion carried, 3-2.

The Planning & Zoning Commission reopened Zoning Case P13-148 on January 13, 2014. Chairperson Tague opened the discussion. A motion to approve by Commissioner Beauvais with a second by Commissioner Walicki was carried over from the October 14, 2013, Planning & Zoning Commission Meeting. The motion was approved, 3-1, with the vote as follows:

Chairperson Tague	NAY
Commissioner Beauvais	AYE
Commissioner Rocquemore	AYE
Commissioner Torres	AYE
Commissioner Anderson	ABSENT

Origination:

City of Tomball

Recommendation:

APPROVAL

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

Brandy Pate, Engineering and Planning

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

ATTACHMENTS:

Original Notice of Public Hearing

Notice of Public Hearing

P13-148 Staff Report

Ordinance 2014-03

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION
OCTOBER 14, 2013
&
CITY COUNCIL
OCTOBER 21, 2013**



Notice is Hereby Given that a Public Hearing will be held by the Planning & Zoning Commission of the City of Tomball on **Monday, October 14, 2013, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, October 21, 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:

ZONING CASE P13-143: Request by the City of Tomball to amend Section 38.2 (“Use Charts”) of the City’s Zoning Ordinance (Ordinance No. 2008-01) by creating a new land use called “Fortune Telling and Similar Activities,” permitting it only with a Conditional Use Permit in the Light Industrial District, and assigning it a parking requirement of one parking space per three hundred (300) square feet of building area; and amending Section 45.2 (“Definitions”) by creating a definition for “Fortune Telling and Similar Activities.”

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.

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 10th day of October 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
CITY OF TOMBALL**

**CITY COUNCIL
JANUARY 20, 2014**

**THE PUBLIC HEARING FOR ZONING CASE P13-148 WAS POSTPONED TO
THE REGULAR CITY COUNCIL MEETING OF JANUARY 20, 2014**

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION
OCTOBER 14, 2013
&
CITY COUNCIL
OCTOBER 21, 2013**



Notice is Hereby Given that a Public Hearing will be held by the Planning & Zoning Commission of the City of Tomball on **Monday, October 14, 2013, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, October 21, 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:

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.

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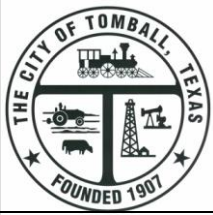
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Brandy Pate

Brandy Pate
Senior Administrative Assistant
P&Z Commission Secretary

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Text Amendment Staff Report

Planning & Zoning Commission Hearing Date: January 13, 2014

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.

BACKGROUND

On July 15, 2013, City Council discussed allowing detached single-family residences on any existing 25-foot wide platted lots in the Old Town Area bound 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. During this meeting, City Council deliberated allowing this provided all new detached single-family residences access the property from an alleyway, if available, and that they provide at least two off-street parking stalls. Per City Council’s direction, Staff is bringing forth this proposed amendment to help accomplish the City Council’s overall vision for the Old Town Area.

The Planning & Zoning Commission heard this case on October 14, 2013. Chairperson Barbara Tague made a motion to table the case until January 13, 2014, the motioned was seconded by Commission Beauvais, and the motion passed 3-2.

PROPOSED AMENDMENTS

Section 34.4 (“Area Regulations for Residential Uses”)

D. Non-Conforming Lots: Except in the Old Town Area, where a lawfully existing lot having less area, depth, or width than herein required existed in separate ownership on the effective date of Ord. No. 2004-09, the foregoing regulations relating to the size of such lot shall not prohibit the erection of a single-family dwelling thereon.

E. Non-Conforming Lots in the Old Town Area: For platted, non-conforming 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, the following standards shall apply to allow for single-family detached residential uses only:

1. Size of Lots:

- a. Minimum Lot Area – Two thousand five hundred (2,500) square feet.
- b. Minimum Lot Width – Twenty-five (25) feet.
- c. Minimum Lot Depth – One hundred (100) feet.

2. Size of Yards:

- a. Minimum Front Yard – Fifteen (15) feet.
- b. Minimum Side Yard – Five (5) feet for interior lots and corner lots.
- c. Minimum Rear Yard – Ten (10) feet.
- d. Encroachment by building eaves and air conditioning compressors – Building eaves and air conditioning compressors may encroach no more than three (3) feet beyond building lines into the required rear and side yards.

3. Minimum Floor Area: Eight hundred (800) square feet of heated and/or air-conditioned floor area.

4. Maximum Heights

- a. Two (2) stories / Thirty-five (35) feet for the main building.
- b. One (1) story / Fifteen (15) feet for accessory buildings.

5. Alley Access: Lots which are adjacent to an alley shall provide vehicular access only from said alley. Alleys, in their entirety, shall meet minimum City standards or shall be improved, in their entirety, in order to meet minimum City standards.

6. Off-Street Parking: A minimum of two (2) off-street parking spaces shall be provided on the same lot as the main structure. For the purposes of this Subsection, the first two parking spaces contained in covered garages for each dwelling unit shall not be considered as off-street parking spaces. The minimum dimensions of each parking space shall be in accordance with Section 39.1; provided, however, two spaces shall not be less than twelve (12) feet by forty (40) feet, if aligned linearly. All driveways and parking areas shall be concrete or asphalt. If a lot is adjacent to an alley, all required off-street parking shall be provided within the rear of the lot and shall be accessed only from the alley.

7. Garages: A garage shall be provided on the same lot as the main structure. Those lots which are adjacent to an alley, and that have provided two off-street parking spaces which are accessible only from said alley, are exempt from this Subsection.

8. Architectural Requirements

- a. Color Variation: New single-family detached residences shall not be predominantly painted in the same color as the structures adjacent or across from the lots in which they are constructed.
- b. Roof Variation: New single-family detached residences shall not have the same roofline as the structures adjacent or across from the lots in which they are constructed.

- c. **Building Façade:** The architectural style and scale of new single-family detached residences within the Old Town Area, as described in this Section, shall be constructed in the Colonial, Greek Revival, Creole, Arts & Crafts, or other similar style which is historically accurate, to the greatest extent possible, in order to preserve the unique character of Tomball's downtown area. To this end, a Building Façade Plan shall be submitted as part of a Single-Family Site Plan Application consistent with requirements set forth in Section 34.6.

PUBLIC COMMENT

A public hearing notice was published in the Tomball Tribune on September 30, 2013; no public comments have been received as of January 9, 2014.

RECOMMENDATION

Staff recommends **APPROVAL** of Zoning Case P13-148.

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.

* * * * *

WHEREAS, the City of Tomball has requested that the Zoning Ordinance be amended to provide 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; and

WHEREAS, the Planning and Zoning Commission and the City Council of the City of Tomball, Texas, have published notice and conducted hearings regarding the request to amend Section 34.4 of the City’s Zoning Ordinance; and

WHEREAS, all persons desiring to comment on the proposal were given a full and complete opportunity to be heard; and

WHEREAS, the Planning and Zoning Commission recommended in its final report that the City Council approve the amendment to Section 34.4 of the Zoning Ordinance; and

WHEREAS, having considered the recommendation of the Planning and Zoning Commission, the City Council has determined to adopt their recommendation and to amend the City’s Zoning Ordinance as provided herein;

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 Ordinance of the City of Tomball, Texas, is hereby amended by amending Section 34.4 thereof to read as follows:

“D. Non-Conforming Lots: Except in the Old Town Area, where a lawfully existing lot having

less area, depth, or width than herein required existed in separate ownership on the effective date of Ord. No. 2004-09, the foregoing regulations relating to the size of such lot shall not prohibit the erection of a single-family dwelling thereon.

E. Non-Conforming Lots in the Old Town Area: For platted, non-conforming 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, the following standards shall apply to allow for single-family detached residential uses only:

1. Size of Lots:
 - a. Minimum Lot Area – Two thousand five hundred (2,500) square feet.
 - b. Minimum Lot Width – Twenty-five (25) feet.
 - c. Minimum Lot Depth – One hundred (100) feet.
2. Size of Yards:
 - a. Minimum Front Yard – Fifteen (15) feet.
 - b. Minimum Side Yard – Five (5) feet for interior lots and corner lots.
 - c. Minimum Rear Yard – Ten (10) feet.
 - d. Encroachment by building eaves and air conditioning compressors – Building eaves and air conditioning compressors may encroach no more than three (3) feet beyond building lines into the required rear and side yards.
3. Minimum Floor Area: Eight hundred (800) square feet of heated and/or air-conditioned floor area.
4. Maximum Heights
 - a. Two (2) stories / Thirty-five (35) feet for the main building.
 - b. One (1) story / Fifteen (15) feet for accessory buildings.
5. Alley Access: Lots which are adjacent to an alley shall provide vehicular access only from said alley. Alleys, in their entirety, shall meet minimum City standards or shall be improved, in their entirety, in order to meet minimum City standards.
6. Off-Street Parking: A minimum of two (2) off-street parking spaces shall be provided on the same lot as the main structure. For the purposes of this Subsection, the first two parking spaces contained in covered garages for each dwelling unit shall

not be considered as off-street parking spaces. The minimum dimensions of each parking space shall be in accordance with Section 39.1; provided, however, two spaces shall not be less than twelve (12) feet by forty (40) feet, if aligned linearly. All driveways and parking areas shall be concrete or asphalt. If a lot is adjacent to an alley, all required off-street parking shall be provided within the rear of the lot and shall be accessed only from the alley.

7. Garages: A garage shall be provided on the same lot as the main structure. Those lots which are adjacent to an alley, and that have provided two off-street parking spaces which are accessible only from said alley, are exempt from this Subsection.

8. Architectural Requirements

- a. Color Variation: New single-family detached residences shall not be predominantly painted in the same color as the structures adjacent or across from the lots in which they are constructed.
- b. Roof Variation: New single-family detached residences shall not have the same roofline as the structures adjacent or across from the lots in which they are constructed.
- c. Building Façade: The architectural style and scale of new single-family detached residences within the Old Town Area, as described in this Section, shall be constructed in the Colonial, Greek Revival, Creole, Arts & Crafts, or other similar style which is historically accurate, to the greatest extent possible, in order to preserve the unique character of Tomball's downtown area. To this end, a Building Façade Plan shall be submitted as part of a Single-Family Site Plan Application consistent with requirements set forth in Section 34.6."

Section 3. 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 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 4. 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 5. This Ordinance shall become effective fourteen days after the final reading and adoption of this Ordinance when the caption hereof is caused to be published once in the official newspaper of the City, by the City Secretary, as required by law. The City Secretary is directed to

publish the caption of this Ordinance in the City's official newspaper within 14 days after the passage of the ordinance.

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	_____
COUNCILMAN STOLL	_____
COUNCILMAN [REDACTED]	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

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 [REDACTED]	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN DODSON	_____

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Regular City Council Agenda Item Data Sheet

Meeting Date: January 20, 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 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 _____ DAY OF
_____ 2014.

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

SECOND READING:

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

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

Regular City Council

Agenda Item

Data Sheet

Meeting Date: January 20, 2014

Topic:

Discussion and Possible Action to Legislate Payday and Auto Title Lending within the City of Tomball

Background:

The 83rd Legislature adjourned without passing payday loan reforms, prompting several cities - Houston, Dallas, Austin, San Antonio, and El Paso - to adopt ordinances to rein in payday and auto title lending within their city limits. House Bills 2592 and 2594 regulated payday and auto title loan businesses by requiring notices and disclosures and authorized the Office of Consumer Credit Commissioner to license and oversee these lenders as credit access businesses but provided little protection for consumers.

Houston, Dallas, Austin, San Antonio, and El Paso have adopted legislation to enforce basic standards for affordable credit. The ordinances require payday and auto title lenders to register with the city before opening the business, limit the number of times a loan can be refinanced/rolled over, requires that a specific portion of each payment must be applied to pay down the loan's principal, require that loan amounts be based on a borrower's capacity to repay, limit the expansion of payday and auto title lenders within the city, and provide other consumer protections. With the exception of Houston's ordinance, none of the other Texas cities cap the rates, which frequently exceed 500 percent APR; instead the laws are designed to help break the "cycle of debt" created as consumers dig themselves deeper into debt by "rolling over" loans and paying more and more in fees while failing to pay down the principal (Houston Chronicle and Texas Observer articles attached).

Houston's ordinance caps the size of a payday loan to 20 percent of a borrower's gross monthly income, auto-title loans cannot exceed 3 percent of a borrower's income or 70 percent of the vehicle's value, borrowers are limited to three rollovers, or refinances, in the case of single-payment loans (shorter-term loans that are typically due in one lump sum by the borrower's next payday), and multiple-installment loans, a growing segment of the market and one potentially more dangerous than "traditional" payday loans," are limited to no more than four payments (copy of Houston's ordinance attached).

The pros for payday and auto title loans are:

- Fast cash is given after a short application process, approximately 30-60 minutes.
- No background check, no credit check, often no income verification, and no qualifying for credit is required.
- The borrower still has the use of his car during the loan repayment.
- Title loan approval is easy to get; all that is needed is clear title and equity in one's car, while for a payday loan, a borrower must be employed and have a checking account.

The cons of payday and auto title loans are:

- Using equity in one's vehicle as collateral for a very short term loan that may last from 2 weeks to 3 months.
- Loan interest rates are higher than the borrower would expect if he had a poor credit rating; some rates exceed 500 percent APR.
- The borrower faces the possibility of dealing with a disreputable company that may charge hidden fees and extra charges.

- Title loan interest is usually 10-25% monthly and APR varies from 120-300%; payday loan interest is typically a flat fee per \$100 of the loan, about \$15/\$100.
- Title loans can be rolled over a few times; a payday loan can be rolled over an indefinite number of times.
- The borrower may lose his vehicle if an unforeseen situation occurs that leaves him even more strapped for cash than before the loan was negotiated. Defaulting on a title loan could result in repossession of the vehicle; with a payday loan, the borrower could be sued for the loan amount unpaid.

Information is presented to Council for discussion and possible action.

Origination:

Council

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:

Houston Chronicle Article - Council passes payday title loan limits

Texas Observer Article - Houston city council overwhelmingly passes payday loan ordinance

City of Houston Ordinance

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Council passes payday, title loan limits

By Mike Morris | December 18, 2013

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The **Houston City Council** overwhelmingly passed restrictions on payday and auto title lenders Wednesday, avoiding rumored parliamentary maneuvers to delay the vote and calling on the state Legislature to follow suit.

The vote was 15-2, with Councilwoman **Helena Brown** and Councilman **James Rodriguez** opposed. Rodriguez did not seek to delay the measure as had been speculated.

Mayor **Annise Parker** for weeks has said Houston must join other major Texas cities by limiting a loan's size and the number of times it can be refinanced and dictating how much principal must be paid down with

each installment. The mayor said local action would send a message to Austin, where legislators have discussed but not passed payday regulations in their last three sessions.

Councilman **Jack Christie** sought to loosen some of the restrictions, and earned six votes for his failed amendment. But when the main item came up, Christie and other council members said they preferred the imperfect ordinance before them to going without consumer protections.

"Something must be done; something should be done," Councilman **Andrew Burks** said. "Our Legislature, they had the ball and dropped it. I don't like this, but I have to vote for it because ... this is the only thing on the table, and it does do something."

Councilwoman **Wanda Adams**, who said her office has helped seniors get back cars that had been repossessed after they defaulted on title loans, praised the outcome.

"I'm so proud to know we are taking a stand in protecting our constituents throughout our community," Adams said. "I think this is something right."

The measure will take effect July 1, with the city's new budget year.

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Mike Morris | City Hall Reporter
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SPECIAL REPORTS

Houston City Council Overwhelmingly Passes Payday Loan Ordinance

by [Forrest Wilder](#) Published on Wednesday, December 18, 2013, at 1:00 CST

It wasn't even close. Today, the Houston City Council voted 15-2 to join every other major Texas city except one (hello, Fort Worth) in regulating payday loan companies.

Last month, Houston Mayor Annise Parker [dropped a compromise plan](#), saying she wanted "a united front" with other Texas cities.

The lopsided vote surprised some Council observers, who had at least expected a procedural move to delay the vote. Instead, seesawing councilmembers said they felt city action was necessary in light of the Texas Legislature's failure to do much of anything to rein in the payday loan industry.

The *Houston Chronicle* [captured the attitude](#):

"Something must be done; something should be done," Councilman Andrew Burks said. "Our Legislature, they had the ball and dropped it. I don't like this, but I have to vote for it because ... this is the only thing on the table, and it does do something."



Houston Mayor Annise Parker

One of the 'nay' votes came from Councilmember Helena Brown, aka "[Helena Handbasket](#)," who rails against funding for things like AIDS prevention. The other 'nay' was Councilmember ~~Justin~~ James Rodriguez, who evidently was unpersuaded by a [withering column this morning](#) ("This payday loan column is for you, Councilman Rodriguez") by the *Chronicle's* Lisa Falkenberg in which she checks out Rodriguez's claim that his constituents are unconcerned about the issue by, you know, [talking to his constituents](#).

She stood in the icy rain in her white sweater, telling me how she'd fallen deeper and deeper into the payday quicksand while trying to put food on the table for her out-of-work son and his family.

"There was a lot of reasons, Lisa, for me going to these loan places," she told me after inviting me to sit in the backseat of the Chevy Tahoe her daughter had loaned her to do errands. "It wasn't because I wanted new tennis shoes, new scrubs, new perfumes. It was always a necessity. The sad part about it is they're going to be nice enough to lend you the money but all they're collecting is months and months of interest (and fees) so the principal's just sitting there."

Over the years, the woman – who pleaded with me not to use her name – says she's had to take loans out with different lenders, sometimes to cover a payment at another place. She let me accompany her to her next stop down the road. I watched her make a \$102 payment that didn't touch the \$493 principal.

Rodriguez, who is on his way out of office and is tied to a Cash America lobbyist, has been real cute about his post-council plans, laughingly telling Falkenberg that he's "keeping all options open" when asked whether he plans to go into the payday loan business.

Tags: [Annise Parker](#), [Houston](#), [Houston City Council](#), [James Rodriguez](#), [Lisa Falkenberg](#), [payday loans](#)

Forrest Wilder, a native of Wimberley, Texas, is associate editor of the *Observer*. Forrest specializes in environmental reporting and runs the "Forrest for the Trees" blog. Forrest has appeared on *Democracy Now!*, *The Rachel Maddow Show* and numerous NPR stations. His work has been mentioned by *The New York Times*, the *Washington Post*, the *New Yorker*, *Time* magazine and many other state and national publications. Other than filing voluminous open records requests, Forrest enjoys fishing, kayaking, gardening and beer-league softball. He holds a bachelor's degree in anthropology from the University of Texas at Austin.

City of Houston, Texas, Ordinance No. 2013-_____

AN ORDINANCE AMENDING CHAPTER 28 OF THE CODE OF ORDINANCES OF HOUSTON, TEXAS, RELATING TO CONSUMER PROTECTION AND REGULATION OF CREDIT ACCESS BUSINESSES; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE FOREGOING SUBJECT; PROVIDING FOR SEVERABILITY; AND DECLARING AN EMERGENCY.

WHEREAS, the City Council of the City of Houston finds and determines that lending practices employed by various credit access businesses, commonly referred to as payday loan or title loan institutions, are currently subject to only limited state regulations; and

WHEREAS, because of such limited regulation and in spite of borrower's best intentions, there are those that suffer financial setbacks after they obtain credit and have difficulty repaying their financial obligations; and

WHEREAS, the City Council finds and determines that local regulation of credit access businesses would substantially curtail the likelihood of borrowers becoming trapped in a cycle of debt, affording the borrowers who utilize such institutions the opportunity to reduce their indebtedness while still affording the industry member institutions the opportunity to receive a fair return on their investment; and

WHEREAS, the City Council desires to adopt an ordinance implementing a regulatory scheme establishing minimum business practices for credit access businesses; **NOW, THEREFORE**,

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

Section 1. The findings contained in the preamble of the Ordinance are determined to be true and correct and are hereby adopted as part of this Ordinance.

Section 2. That Chapter 28 of the Code of Ordinances, Houston, Texas is hereby amended by adding a new Article XV that reads as follows:

**"ARTICLE XV
CONSUMER PROTECTION**

DIVISION 1. CREDIT ACCESS BUSINESSES

Subdivision A. General Provisions

**DRAFT NOT YET APPROVED
BY THE CITY ATTORNEY**

Sec. 28-481. Definitions.

In this article:

Certificate of registration means a certificate of registration issued by the director under this article to the owner or operator of a credit access business.

Consumer means an individual who is solicited to purchase or who purchases the services of a credit access business.

Consumer's language of preference is the language the consumer understands best.

Credit access business has the meaning given that term in Section 393.601 of the Texas Finance Code.

Deferred presentment transaction has the meaning given that term in Section 393.601 of the Texas Finance Code.

Director means the director of the department designated by the mayor to enforce and administer this chapter.

Extension of consumer credit has the meaning given that term in Section 393.001 of the Texas Finance Code.

Motor vehicle title loan has the meaning given that term in Section 393.601 of the Texas Finance Code.

Registrant means a person issued a certificate of registration for a credit access business under this article and includes all owners and operators of the credit access business identified in the registration application filed under this chapter.

State license means a license to operate a credit access business issued by the Texas Consumer Credit Commissioner under Chapter 393, Subchapter G of the Texas Finance Code.

Sec. 28-482. Violations; Penalty.

(a) A person who violates a provision of this article, or who fails to perform an act required of the person by this article, commits an offense. A person commits a separate offense for each and every violation relating

**DRAFT NOT YET APPROVED
BY THE CITY ATTORNEY**

to an extension of consumer credit, and for each day during which a violation is committed, permitted, or continued.

(b) An offense under this article is punishable as provided in section 1-6 of this Code.

(c) A culpable mental state is not required for the commission of an offense under this article and need not be proved.

(d) The penalties provided for in subsection (b) of this section are in addition to any other remedies that the city may have under city ordinances and state law.

Sec. 28-483. Defense.

It is a defense to prosecution under this article that at the time of the alleged offense the person was not required to be licensed by the state as a credit access business under Chapter 393, Subchapter G, of the Texas Finance Code.

Secs. 28-484—28-490. Reserved

Subdivision B. Registration of Credit Access Businesses

Sec. 28-491. Registration required.

A person commits an offense if the person acts, operates, or conducts businesses as a credit access business without a valid certificate of registration. A certificate of registration is required for each physically separate credit access business.

Sec. 28-492. Registration application.

(a) To obtain a certificate of registration for a credit access business, a person must submit an application on a form provided for that purpose to the director. The application must contain the following:

- (1) The name, street address, mailing address, facsimile number, and telephone number of the applicant.
- (2) The business or trade name, street address, mailing address, facsimile number, and telephone number of the credit access business.

**DRAFT NOT YET APPROVED
BY THE CITY ATTORNEY**

- (3) The names, street addresses, mailing addresses, and telephone numbers of all owners of the credit access business, and the nature and extent of each person's interest in the credit access business.
- (4) A copy of a current, valid state license held by the credit access business pursuant to Chapter 393, Subchapter G of the Texas Finance Code.
- (5) A copy of a current, valid certificate of occupancy showing that the credit access business is in compliance with the Construction Code.
- (6) The non-refundable application fee stated for this provision in the city fee schedule.

(b) An applicant or registrant shall notify the director within 45 days after any material change in the information contained in the application for a certificate of registration, including, but not limited to, any change of address and any change in the status of the state license held by the applicant or registrant.

Sec. 28-493. Issuance and display of certificate of registration; presentment upon request.

(a) The director shall issue to the applicant a certificate of registration upon receiving a completed application under section 28-492 of this Code.

(b) A certificate of registration issued under this section must be conspicuously displayed to the public in the credit access business. The certificate of registration must be presented upon request to the director or any peace officer for examination.

Sec. 28-494. Expiration and renewal of certificate of registration.

- (a) A certificate of registration expires on the earliest of:
 - (1) One year after the date of issuance; or
 - (2) The date of revocation, suspension, surrender, expiration without renewal, or other termination of the registrant's state license.

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(b) A certificate of registration may be renewed by making application in accordance with section 28-492 of this Code. A registrant shall apply for renewal at least 30 days before the expiration of the registration.

Sec. 28-495. Non-transferability.

A certificate of registration for a credit access business is not transferable.

Secs. 28-496—28-500. Reserved.

Subdivision C. Miscellaneous Requirements for Credit Access Businesses

Sec. 28-501. Maintenance of records.

(a) A credit access business shall maintain a complete set of records of all extensions of consumer credit arranged or obtained by the credit access business, which must include the following information:

- (1) The name and address of the consumer.
- (2) The principal amount of cash actually advanced.
- (3) The length of the extension of consumer credit, including the number of installments and renewals; and
- (4) The fees charged by the credit access business to arrange or obtain an extension of consumer credit; and
- (5) The documentation used to establish a consumer's income under section 29-502 of this Code.

(b) A credit access business shall maintain a copy of each written agreement between the credit access business and a consumer evidencing an extension of a consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer).

(c) A credit access business shall maintain copies of all quarterly reports filed with the Texas Consumer Credit Commissioner under Section 393.627 of the Texas Finance Code.

(d) The records required to be maintained by a credit access business under this section must be retained for at least three years and

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made available for inspection by the city upon request during the usual and customary business hours of the credit access business.

Sec. 28-502. Restriction on extension of consumer credit.

(a) The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a deferred presentment transaction may not exceed 20 percent of the consumer's gross monthly income.

(b) The cash advanced under an extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining in the form of a motor vehicle title loan may not exceed the lesser of:

- (1) Three percent of the consumer's gross annual income; or
- (2) 70 percent of the retail value of the motor vehicle.

(c) A credit access business shall use a paycheck or other documentation establishing income to determine a consumer's income.

(d) An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that provides for repayment in installments may not be payable in more than four installments. Proceeds from each installment must be used to repay at least 25 percent of the principal amount of the extension of consumer credit. An extension of consumer credit that provides for repayment in installments may not be refinanced or renewed.

(e) An extension of consumer credit that a credit access business obtains for a consumer or assists a consumer in obtaining and that provides for a single lump sum repayment may not be refinanced or renewed more than three times. Proceeds from each refinancing or renewal must be used to repay at least 25 percent of the principal amount of the original extension of consumer credit.

(f) For purposes of this section, an extension of consumer credit that is made to a consumer within seven days after a previous extension of consumer credit has been paid by the consumer will constitute a refinancing or renewal.

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Sec. 28-503. Requirement of consumer understanding of agreement.

(a) Every agreement between the credit access business and a consumer evidencing an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer), must be written in the consumer's language of preference. Every credit access business location must maintain on its premises, to be available for use by consumers, agreements in the English and Spanish languages.

(b) For every consumer who cannot read, every agreement between the credit access business and a consumer evidencing an extension of consumer credit (including, but not limited to, any refinancing or renewal granted to the consumer) must be read to the consumer in its entirety in the consumer's language of preference, prior to the consumer's signature.

(c) For every consumer who cannot read, every disclosure and notice required by law must be read to the consumers in its entirety in the consumer's language of preference, prior to the consumer's signature.

Sec. 28-504. Referral to consumer credit counseling.

A credit access business shall provide a form, to be prescribed by the director, to each consumer seeking assistance in obtaining an extension of consumer credit which references non-profit agencies that provide financial education and training programs and agencies with cash assistance programs. The form will also contain information regarding extensions of consumer credit, and must include the information required by section 28-501 of this ordinance specific to the loan agreement with the consumer. If the director has prescribed a form in the consumer's language of preference, the form must be provided in the consumer's language of preference."

Section 3. That the City Council hereby approves the application fee promulgated in Section 28-492, as added to the Code of Ordinances by this Ordinance, in the initial amount of \$50.00 The Director of Finance shall incorporate this new approved fee in the City Fee Schedule.

Section 4. That the Director of the Department of Administration and Regulatory Affairs shall commence accepting, processing, and issuing certificates of registration required under Article XV of Chapter 28 of the Code of Ordinances, Houston, Texas, on

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the ninetieth day following the date of passage and approval of this Ordinance. Any certificates issued prior to the effective date of this Ordinance shall be postdated to become effective on the effective date of this Ordinance.

Section 5. That, if any provision, section, subsection, sentence, clause, or phrase of this Ordinance, or the application of same to any person or set of circumstances, is for any reason held to be unconstitutional, void or invalid, the validity of the remaining portions of this Ordinance or their application to other persons or sets of circumstances shall not be affected thereby, it being the intent of the City Council in adopting this Ordinance that no portion hereof or provision or regulation contained herein shall become inoperative or fail by reason of any unconstitutionality, voidness or invalidity of any other portion hereof, and all provisions of this Ordinance are declared to be severable for that purpose.

Section 6. That there exists a public emergency requiring that this Ordinance be passed finally on the date of its introduction as requested in writing by the Mayor; therefore, this Ordinance shall be passed finally on such date and shall take effect at 12:01 a.m. on July 1, 2014.

PASSED AND APPROVED this ____ day of _____, 2013.

Mayor of the City of Houston

Prepared by Legal Dept. _____
TNE: jmb 11/20/2013 Assistant City Attorney
Requested by Honorable Annise D. Parker, Mayor
L.D. File No. 0421300166001

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Regular City Council Agenda Item Data Sheet

Meeting Date: January 20, 2014

Topic:

Tomball Economic Development Corporation - Call to Order

Executive Session: The Tomball City Council and the Tomball Economic Development Corporation will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose:

- Sec. 551.087 – Deliberations Regarding Economic Development Negotiations

Tomball Economic Development Corporation - Adjournment

Background:**Origination:**

Kelly Violette, Executive Director-Tomball Economic Development Corporation

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	

Regular City Council Agenda Item Data Sheet

Meeting Date: January 20, 2014

Topic:

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

- Sec. 551.072 – Deliberations Regarding Real Property

Background:**Origination:**

City Manager

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	