

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



MONDAY, NOVEMBER 7, 2016

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, November 7, 2016 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 Steve Allison, Chaplain, VFW 2427

3.0 Pledges to U.S. and Texas Flags

- Led by Members of the Tomball High School/Memorial High School Student Councils

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

5.0 Presentations:

- Proclamation – ***“Dovie Taylor - 95th Birthday” Celebration Day***
- Eagle Scout Heinze Emil Weidmann – Presentation of Eagle Scout Letter

6.0 Reports and Announcements

- November 12, 2016 – **2nd Saturday at the Depot**
- November 18, 2016 – ***“Downtown Holiday Lamp Post Stroll”***
- November 19, 2016 – ***51st Annual Tomball Holiday Parade***
- November 24-25 – **Thanksgiving Holidays** – City offices closed
- December 9-11, 2016 – **Tomball German Christmas Market**
- December 10, 2016 – ***“Christmas on Commerce”*** – a **2nd Saturday at the Depot Event**
- December 23 and 26, 2016 – **Christmas Holidays** – City offices closed
- January 2, 2017 – **New Year’s Day Holiday** – City offices closed
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Lisa Coe – Report on the success of the ***“4th Annual “Paces4Pink” 5K Run/Walk and 1 Mile Run/Walk”***
 - Mike Baxter – Report on the success of the ***“5th Annual Tomball Bluegrass Festival”***
 - Doug Tippey – Update regarding GIS Project
 - Kelly Violette – The Tomball Economic Development Corporation received a **Merit Recognition Award** at the Texas Economic Development Council's 2016 Community Economic Development Awards (CEDA) Luncheon on October 20, 2016
 - Craig Meyers – Community Development Department received the ***“Planning Excellence Award”***

7.0 Approve the Minutes of the October 17, 2016 Regular Council Meeting

8.0 Old Business:

- 8.1 Adopt, on Second Reading, Ordinance No. 2016-27, An Ordinance Of The City Of Tomball, Texas, Amending Chapter 50 (Zoning) Of The Tomball Code Of Ordinances By Changing The Zoning District Classification Of Approximately 11.898 Acres Of Land, Legally Described As 11.898 Acres Of Land Situated In The Sam Lewis Survey, Abstract Number 1704, City Of Tomball, Harris County, Texas, Being A Portion Of That Certain Called 160.3 Acres Of Land Described In Deed And Recorded Under Volume 942, Page 191 Of The Deed Records Of Harris County, Texas, Within The City Of Tomball, Harris County, Texas, From The Agricultural District To The Commercial District; Said Property Being Generally Located At The Southeast Corner Of Sh 249 Bypass And Alice Road.; Providing For The Amendment Of The Official Zoning Map Of The City; Providing For Severability; Providing For A Penalty Of An Amount Not To Exceed \$2,000 For Each Day Of Violation Of Any Provision Hereof, Making Findings Of Fact; And Providing For Other Related Matters

9.0 New Business:

- 9.1 Approve Request by The Houston Repertoire Ballet (HRB) for Financial Support for Six Performances of "The Nutcracker" Ballet, held December 2-4, 2016 at the Tomball High School Theatre, in the Amount of \$12,500
- 9.2 Approve an Agreement with the Tomball Sports Association for the City of Tomball to Reimburse Expenditures for Improvements at the Wayne Stovall Sports Complex
- 9.3 Discussion/Update and Possible Action on the Condition of the Old City Hall Building, Located at 107 N. Cherry Street
- 9.4 Approve Recommended Amendments to Administrative Policy No. 23, Entitled "Park Reservation Policy"
- 9.5 Authorize the City Manager to Execute the Renewal of the Public Safety Corporation (Crywolf) Contract for an Additional Three-Year Term with Two (2) One-Year Extensions
- 9.6 Executive Session: The City Council will meet in Executive Session as Authorized by Title 5, Chapter 551, Government Code, the Texas Open Meetings Act, for the Following Purpose(s):
- Sec. 551.071 - Consultation with the City Attorney regarding a matter that the Attorney's duty requires to be discussed in closed session.
- 9.7 Terminate the Professional Services Agreement with LJA Engineering and Approve the Professional Services Agreement for Engineering Services to Gunda Corporation for the M121 East & West Drainage Channels & Detention Basin Final Design
- 10.0 Adjournment

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 3rd day of November 2016 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: November 7, 2016

Topic:

- Led by Steve Allison, Chaplain, VFW 2427

Background:

Origination:

Recommendation:

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: November 7, 2016

Topic:

- Led by Members of the Tomball High School/Memorial High School Student Councils

Background:

Origination:

Recommendation:

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: November 7, 2016

Topic:

- Proclamation – *“Dovie Taylor - 95th Birthday” Celebration Day*
- Eagle Scout Heinze Emil Weidmann – Presentation of Eagle Scout Letter

Background:

Origination:

Mayor

Recommendation:

N/A

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

City Secretary

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

ATTACHMENTS:

"Dovie Taylor - 95th Birthday" Celebration Day
Eagle Scout Heinze Emil Weidmann

Office of the Mayor
Tomball, Texas

Proclamation



- WHEREAS,** it has come to the attention of the City Council of the City of Tomball, Texas that “**DOVIE EULA TAYLOR**” celebrated her 95th birthday on October 12, 2016; and
- WHEREAS,** the Guess family originally immigrated from Holland, Americanized their family name to Goates, moved to an aunt’s property in Foster, Texas, Fort Bend County, and raised 5 daughters and 2 sons while operating a farm, including **Dovie Eula Goates**, who was born on Wednesday, **October 12, 1921**; and
- WHEREAS,** when the family moved to Houston around 1935, Dovie began working as a seamstress and met and married her older brother’s best friend, Ed Taylor, in 1942—their first date was to see “*Gone with the Wind*”; and
- WHEREAS,** Dovie and Ed moved to Pasadena in 1944, then to Tomball in 1958, where they raised three children, Larry, David, and Ronald, who in turn, provided **Dovie and Ed** with five grandchildren, Douglas, Julie, Carolyn, James, and Michelle, and ten great grandchildren;
- WHEREAS,** **Dovie**—also known as Debbie, Dubbie, Lovie Dovie and Annie Oakley— continues an active social life in the Tomball Community, loves target practice with her guns when she has an opportunity, still sews and makes some of her own clothes, enjoys crossword puzzles, is an avid reader and bridge player at the Tomball Community Center, is a devoted member of ChristBridge Fellowship, and resides at the home she shared with Ed on 407 McPhail Street;

NOW, THEREFORE, I, Gretchen Fagan, by virtue of the authority vested in me as **Mayor of the City of Tomball**, on behalf of the Tomball City Council and all citizens hereof, hereby proclaim **Wednesday, October 12, 2016**, as:

“Dovie Taylor - 95th Birthday” Celebration Day



In witness whereof I have hereunto set my hand and caused this seal to be affixed.

ATTEST:

DATE:

Gretchen Fagan
November 2, 2016



City of Tomball

Gretchen Fagan
Mayor

George Shackelford
City Manager

October 10, 2016

Eagle Scout Heinz Emile Weidmann
Boy Scouts of America – Troop 113
15119 Timbershire Court
Magnolia, TX 77355

Dear Eagle Scout Weidmann:

It is with great pleasure that I write you this letter honoring your achievement of reaching the rank of Eagle Scout in the Boy Scouts of America. Your accomplishment is a testament to the hard work and dedication you have put forward.

With this achievement, you have joined the ranks with some of our country's most notable and respected leaders. The skills and attributes gained through your progression in scouting will without doubt lead to your success in whatever you wish to do. I look forward to hearing about the great things you will accomplish.

Congratulations again from myself and the City of Tomball. We are all extremely proud of you and we would like to extend an invitation to be presented with this recognition at one of our upcoming City Council Meetings. Please contact our City Secretary, Doris Speer at 281-290-1002 to select a meeting that is convenient for your schedule.

Sincerely,

Gretchen Fagan
Mayor

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 7, 2016

Topic:

- November 12, 2016 – **2nd Saturday at the Depot**
- November 18, 2016 – ***"Downtown Holiday Lamp Post Stroll"***
- November 19, 2016 – ***51st Annual Tomball Holiday Parade***
- November 24-25 – **Thanksgiving Holidays** – City offices closed
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- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Lisa Coe – Report on the success of the ***"4th Annual "Paces4Pink" 5K Run/Walk and 1 Mile Run/Walk"***
 - Mike Baxter – Report on the success of the ***"5th Annual Tomball Bluegrass Festival"***
 - Doug Tippey – Update regarding GIS Project
 - Kelly Violette – The Tomball Economic Development Corporation received a **Merit Recognition Award** at the Texas Economic Development Council's 2016 Community Economic Development Awards (CEDA) Luncheon on October 20, 2016
 - Craig Meyers – Community Development Department received the **"Planning Excellence Award"**

Background:

Origination:

Various

Recommendation:

N/A

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

City Secretary

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 7, 2016

Topic:

Approve the Minutes of the October 17, 2016 Regular Council Meeting

Background:

Origination:

City Secretary

Recommendation:

N/A

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

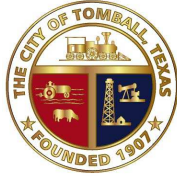
City Secretary

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

ATTACHMENTS:

Draft Minutes of October 17, 2016 Regular Council Meeting

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



MONDAY, OCTOBER 17, 2016

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:

Councilman Hudgens
Councilman Stoll
Councilman Degges
Councilman Townsend
Councilman Klein Quinn

Others present:

City Manager – George Shackelford
Assistant City Manager – Robert Hauck
City Secretary – Doris Speer
City Attorney – Loren Smith
Police Chief – Billy Tidwell
Marketing Director – Mike Baxter
Community Events Coordinator – Denise Fiore
Finance Director – Glenn Windsor
Director of Public Works – David Esquivel
Director of Community Development – Craig Meyers
Assistant City Engineer – Beth Jones
Assistant City Planner – Amelia Lindley
CSO Administrative Assistant – Tracy Garcia
Executive Director-TEDC – Kelly Violette

- 2.0** The invocation was led by the Reverend Thomas Hopper, St. Anne's Catholic Church.
- 3.0** Pledges to U. S. and Texas Flags were led by Dylan Morgan and Ecko Mitchell, Members of the Tomball High School Student Council, and Members of the Webelos Cheetah Patrol, Pack 469

4.0 The following public comments were received:

Bruce Hillegeist - Expressed his support for the 51st Annual Holiday Parade and the City's support of this annual event.
President, GTACC

5.0 Reports and Announcements:

- October 22, 2016 – **5th Annual Tomball Bluegrass Festival** – 12:00 Noon-6:00 p.m.
- November 12, 2016 – **2nd Saturday at the Depot**
- November 18, 2016 – **"Holiday Lamp Post Stroll"**
- November 19, 2016 – **51st Annual Tomball Holiday Parade**
- November 24-25 – **Thanksgiving Holidays**; City offices will be closed
- Reports by City staff and members of Council about items of community interest on which no action will be taken:
 - Mike Baxter – Report on the success of the first **"Freight Train Food Truck Festival" at the Depot**
 - Billy Tidwell – Report on the success of **2016 National Night Out**
 - Denise Fiore – Report on the success of **"Zomball in Tomball"**

6.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of the October 3, 2016 Regular Council Meeting and the October 10, 2016 Special Council Meeting.

Motion carried unanimously.

7.0 Old Business:

7.1 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2016-23, an Ordinance of the City of Tomball, Texas, Finding and Determining that Public Convenience and Necessity no Longer Require the Continued Existence of a Part of an Unimproved Roadway Between Epps Street and Hufsmith Road, All Situated in the Joseph House Survey, Abstract Number 34, Harris County, Texas, and as Recorded in Volume 002, Page 65 of the Map Records Of Harris County, Texas; Vacating, Abandoning, and Closing Said Unimproved Roadway and Street Right-Of-Way; Authorizing the Mayor to Execute and the City Secretary to Attest, Respectively, a Quitclaim Deed Conveying Said Unimproved Roadway and Street Right-Of-Way to Arthur M. Sansom; Providing for Severability; and Containing Other Provisions Relating to the Subject. Vote was as follows:

Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried unanimously.

- 7.2 Motion was made by Councilman Hudgens, second by Councilman Townsend, to adopt, on Second Reading, Ordinance No. 2016-25, an Ordinance of the City of Tomball, Texas, Setting the Tax Levy of \$0.341455 for the Year 2016 on All Taxable Real and Personal Property Located in the City of Tomball, Texas; Providing for Penalty, Interest, and Additional Penalty on Taxes not Timely Paid; and Providing Other Matters Relating to the Subject. Vote was as follows:

Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried unanimously.

- 7.3 Motion was made by Councilman Stoll, second by Councilman Degges, to adopt, on Second Reading, Ordinance No. 2016-26, an Ordinance of the City Council of the City of Tomball, Texas Consenting to the Creation of Harris County Improvement District No. 17 and Consenting to the Annexation of Land into Said District. Vote was as follows:

Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried unanimously.

8.0 New Business:

- 8.1 Council received a presentation by Angie Lutz, Allen Boone Humphries Robinson, LLP in regards to Municipal Utility Districts versus Public Improvement Districts. Council requested a workshop on Municipal Utility Districts in the near future.

No action necessary.

- 8.2 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to approve Request from Woodforest Bank for City Support of the 8th Annual 5K Tomball Dash, a Certified Run, to be held in Tomball on Saturday, November 12, 2016, through In-Kind Services Provided by the City of Tomball.

Motion carried unanimously.

- 8.3 Motion was made by Councilman Degges, second by Councilman Stoll, to approve Resolution No. 2016-22, a Resolution of the City Council of the City of Tomball, Texas, Supporting the 51st Annual Tomball Holiday Parade, ***“A Gold Medal Christmas”***, to be Held in Tomball on Saturday, November 19, 2016 and to Approve Requested Street Closures and In-Kind Services.

Motion carried unanimously.

- 8.4 Consideration to approve Zoning Case P16-0140: Request by Robert Chandler, on behalf of Lone Star Partners, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 11.898 acres of land, legally described as 11.898 acres of land situated in the Sam Lewis Survey, Abstract Number 1704, City of Tomball, Harris County, Texas, being a portion of that certain called 160.3 acres of land described in deed and recorded under Volume 942, Page 191 of the Deed Records of Harris County, Texas, generally located at the southeast corner of SH 249 Bypass and Alice Road, from the Agricultural District to the Commercial District.

- Mayor Fagan opened the Public Hearing on **ZONING CASE P16-0140** at 6:57 p.m.
- Receiving no public comments, Mayor Fagan closed the Public Hearing at 6:57 p.m.
- Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to read Ordinance No. 2016-27 by caption only on first reading.

Motion carried unanimously.

- Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2016-27, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Changing the Zoning District Classification of Approximately 11.898 Acres of Land, Legally Described as 11.898 Acres of Land Situated in the Sam Lewis Survey, Abstract Number 1704, City of Tomball, Harris County, Texas, Being a Portion of That Certain Called 160.3 Acres of Land Described in Deed and Recorded under Volume 942, Page 191 of the Deed Records of Harris County, Texas, within the City of Tomball, Harris County, Texas, from the Agricultural District to the Commercial District; Said Property Being Generally Located at the Southeast Corner of SH 249 Bypass and Alice Road.; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters. Vote was as follows:

Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Aye</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Aye</u>
Councilman Klein Quinn	<u>Aye</u>

Motion carried unanimously.

- 8.5 Consideration to approve Zoning Case P16-0142: Request by Scott McKinzie, on behalf of BCDE, LTD., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 70 acres of land, legally described as a 70.3604 acre tract of land situated in the Elizabeth Smith Survey, Abstract Number 70, Harris County, Texas; being a portion of Unrestricted Reserve "C" of Tomball Greens Final Plat as shown on a plat filed for record under Film Code Number 440128 of the Harris County Map Records, being the remainder of a called 78.4754 acre tract conveyed to BCDE, LTD. by Special Warranty Deed With Vendor's Lien dated December 30, 2002 and filed for record under Clerk's File No. W332593 of the Harris County Official Public Records of Real Property and being all of a called 4.882 acres conveyed to Eibsen & Associates, Inc. by Warranty Deed dated March 31, 2014 and filed for record under Clerk's File No. 20140133968 of the Harris County Official Public Records of Real Property, within the City of Tomball, Harris County, Texas, generally located on the east side of Hufsmith-Kohrville Road, north Spell Road, from the Single-Family 9 District to the Single-Family 6 District.

- Mayor Fagan opened the Public Hearing on **ZONING CASE P16-0142** at 7:13 p.m.; the following public comments were received:

Rob Maxwell 31507 Helen Lane, 77375	-	Expressed his support for the proposed zoning change.
Brent Lapsley 1419 Green Tree Dr., 77375	-	Expressed his support for the proposed zoning change.
Beau Bisso 21207 Belmont Farms, 77375	-	Expressed his concerns regarding the proposed zoning change. Not opposed personally, but is concerned about increased flooding and traffic.
Joseph Kee 10987 Spell Rd., 77375	-	Expressed his opposition to the proposed zoning change.
Christopher Murdoch 11234 Spell Rd., 77375	-	Expressed his opposition to the proposed zoning change.

- | | | |
|--|---|--|
| Robert Anderson
21230 Belmont Farms, 77375 | - | Expressed his opposition to the proposed zoning change. |
| Jim Alsup
21202 Belmont Farms, 77375 | - | Expressed his opposition to the proposed zoning change. |
| Becky Clepper
10722 Spell Rd., 77375 | - | Did not wish to speak, but wanted opposition to the proposed zoning change read into the record. |
| Eva Bisso
11000 Spell Rd., 77065 | - | Email expressing her opposition to the proposed zoning change was read into the record. |
| Anthony Gallegos
21218 Belmont Farms, 77375 | - | Email expressing his opposition to the proposed zoning change was read into the record. |
| Dara Marulo
10354 Spell Rd., 77375 | - | Expressed her opposition to the proposed zoning change. |

- Receiving no public comments, Mayor Fagan closed the Public Hearing at 7:38 p.m.
- Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2016-28 by caption only on first reading.

Motion carried unanimously.

- Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2016-28, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Changing the Zoning District Classification of Approximately 70 Acres of Land, Legally Described as a 70.3604 Acre Tract of Land Situated in the Elizabeth Smith Survey, Abstract Number 70, Harris County, Texas; Being a Portion of Unrestricted Reserve "C" of Tomball Greens Final Plat as shown on a Plat Filed for Record under Film Code Number 440128 of the Harris County Map Records, Being the Remainder of a Called 78.4754 Acre Tract Conveyed to BCDE, Ltd. by Special Warranty Deed with Vendor's Lien Dated December 30, 2002 and Filed for Record under Clerk's File No. W332593 of the Harris County Official Public Records of Real Property and Being All of a Called 4.882 Acres Conveyed to Eibsen & Associates, Inc. by Warranty Deed Dated March 31, 2014 and Filed for Record under Clerk's File No. 20140133968 of the Harris County Official Public Records of Real Property, within the City of Tomball, Harris County,

Texas, from the Single-Family 9 District to the Single-Family 6 District; Said Property Being Generally Located on the East Side of Hufsmith-Kohrville Road, North Spell Road; Providing for the Amendment of the Official Zoning Map of the City; Providing for Severability; Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof, Making Findings of Fact; and Providing for Other Related Matters. Vote was as follows:

Councilman Hudgens	<u>Aye</u>
Councilman Stoll	<u>Nay</u>
Councilman Degges	<u>Aye</u>
Councilman Townsend	<u>Nay</u>
Councilman Klein Quinn	<u>Nay</u>

Motion **FAILED**, 2 votes Aye, 3 votes Nay.

- 8.6 Motion was made by Councilman Townsend, second by Councilman Stoll, to authorize the City Manager to Execute a Revised, FEMA-Compliant, Mutual Aid Agreement between Harris County Fire Departments.

Motion carried unanimously.

Mayor Fagan called a recess at 7:56 p.m.; upon reconvening into the regular Council meeting at 8:02 p.m., the following action was taken:

- 8.7 Discussion and Possible Action regarding On-Street and Off-Street Parking Options for the Old Town Area.

Consensus of the Council was unanimous in requesting City staff to install temporary parallel parking, with signage, as quickly as possible, while permanent options are being explored.

- 8.8 Consideration of Recommended Amendments to Administrative Policy No. 23, Entitled "Park Reservation Policy" was tabled at the request of City staff, pending further review.

No action taken.

- 8.9 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to renew Contract Number 0000-10004 for Janitorial Services to Sparkling Maintenance Service.

Motion carried unanimously.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 7th day of November 2016.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: November 7, 2016

Topic:

Adopt, on Second Reading, Ordinance No. 2016-27, An Ordinance Of The City Of Tomball, Texas, Amending Chapter 50 (Zoning) Of The Tomball Code Of Ordinances By Changing The Zoning District Classification Of Approximately 11.898 Acres Of Land, Legally Described As 11.898 Acres Of Land Situated In The Sam Lewis Survey, Abstract Number 1704, City Of Tomball, Harris County, Texas, Being A Portion Of That Certain Called 160.3 Acres Of Land Described In Deed And Recorded Under Volume 942, Page 191 Of The Deed Records Of Harris County, Texas, Within The City Of Tomball, Harris County, Texas, From The Agricultural District To The Commercial District; Said Property Being Generally Located At The Southeast Corner Of Sh 249 Bypass And Alice Road.; Providing For The Amendment Of The Official Zoning Map Of The City; Providing For Severability; Providing For A Penalty Of An Amount Not To Exceed \$2,000 For Each Day Of Violation Of Any Provision Hereof, Making Findings Of Fact; And Providing For Other Related Matters

Background:

On Monday, October 10, 2016, after conducting a Public Hearing, the Planning and Zoning Commission unanimously voted to recommend approval of Zoning Case P16-0140.

Origination:

Lone Star Partners, LLC

Recommendation:

Adoption on Second Reading

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

City Secretary

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

ATTACHMENTS:

Ordinance No. 2016-27

Staff Report

Notice of Public Hearing

Property Owner Notification Letter

ORDINANCE NO. 2016-27

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY CHANGING THE ZONING DISTRICT CLASSIFICATION OF APPROXIMATELY 11.898 ACRES OF LAND, LEGALLY DESCRIBED AS 11.898 ACRES OF LAND SITUATED IN THE SAM LEWIS SURVEY, ABSTRACT NUMBER 1704, CITY OF TOMBALL, HARRIS COUNTY, TEXAS, BEING A PORTION OF THAT CERTAIN CALLED 160.3 ACRES OF LAND DESCRIBED IN DEED AND RECORDED UNDER VOLUME 942, PAGE 191 OF THE DEED RECORDS OF HARRIS COUNTY, TEXAS, WITHIN THE CITY OF TOMBALL, HARRIS COUNTY, TEXAS, FROM THE AGRICULTURAL DISTRICT TO THE COMMERCIAL DISTRICT; SAID PROPERTY BEING GENERALLY LOCATED AT THE SOUTHEAST CORNER OF SH 249 BYPASS AND ALICE ROAD.; PROVIDING FOR THE AMENDMENT OF THE OFFICIAL ZONING MAP OF THE CITY; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

Whereas, Robert Chandler has requested that approximately 11.898 acres of land, legally described as 11.898 acres of land situated in the Sam Lewis Survey, Abstract Number 1704, City of Tomball, Harris County, Texas, being a portion of that certain called 160.3 acres of land described in deed and recorded under Volume 942, Page 191 of the Deed Records of Harris County, Texas, generally located at the southeast corner of SH 249 Bypass and Alice Road., in the City of Tomball, Harris County, Texas, (the "Property"), be rezoned; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing and at least ten (10) days after written notice of that hearing was mailed to the owners of land within two hundred feet of the Property in the manner required by law, the Planning & Zoning Commission held a public hearing on the requested rezoning; and

Whereas, the public hearing was held before the Planning & Zoning Commission at least forty (40) calendar days after the City's receipt of the requested rezoning; and

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested rezoning of Commercial; and

Whereas, at least fifteen (15) days after publication in the official newspaper of the City of the time and place of a public hearing for the requested rezoning, the City Council held the public hearing for the requested rezoning and the City Council considered the final report of the Planning & Zoning Commission; and

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

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

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

Section 2. The zoning classification of the Property is hereby changed from the Agricultural District to the Commercial District subject to the regulations, restrictions, and conditions hereafter set forth.

Section 3. The Official Zoning Map of the City of Tomball, Texas shall be revised and amended to show the designation of the Property as Commercial District, with the appropriate reference thereon to the number and effective date of this Ordinance and a brief description of the nature of the change.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City of Tomball, save and except the change in zoning classification for the Property to the Commercial District as described above.

Section 5. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 6. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 17th DAY OF OCTOBER 2016.

COUNCILMAN HUDGENS	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN QUINN	<u>AYE</u>

SECOND READING:

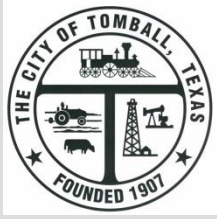
READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7th DAY OF NOVEMBER 2016.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____
COUNCILMAN TOWNSEND	_____
COUNCILMAN QUINN	_____

ATTEST:

Gretchen Fagan, Mayor

Doris Speer, City Secretary



Rezoning Staff Report

Planning & Zoning Commission Public Hearing Date: October 10, 2016

City Council Public Hearing Date: October 17, 2016

Rezoning Case: P16-0140

Property Owner(s): Kaiser-Frapart Trust c/o JP Morgan Bank Trust Department / Anita Corbello

Applicant(s): Robert Chandler for Lone Star Partners LLC

Legal Description: 11.898 acres of land situated in the Sam Lewis Survey, Abstract Number 1704, City of Tomball, Harris County, Texas, being a portion of that certain called 160.3 acres of land described in deed and recorded under Volume 942, Page 191 of the Deed Records of Harris County, Texas

Location: Southeast corner of SH 249 Bypass and Alice Rd.

Area: 11.898 acres

Comp Plan Designation: Commercial (Exhibit "B")

Present Zoning and Use: Agricultural (Exhibit "C") / Undeveloped land with a portion used for mobile home sales (Exhibit "D")

Request: Rezone from Agricultural to Commercial

Adjacent Zoning & Land Uses:

- North:** General Retail / Retail Development (Prosperity Bank, Boiling Cajun Restaurant, Applebee's Restaurant, Nail Salon, Batteries + Bulbs, Pediatric Healthcare, MS Pharmacy)
- South:** Commercial / Retail Development (Just Brakes, Auto Glass, Tomball Tinter, Texas Robotics, Treasure Pools)
- West:** Not applicable – Outside City Limits / SH 249
- East:** Commercial / Retail Development (Wal-Mart, Katz, Cash Store, Dumas's Tacos, Super Cuts, Murphy gas station)

BACKGROUND

In August 2016, City Staff met with the applicant to discuss a proposed a retail development on the particular site in question. Staff informed the applicant that the property is currently zoned Agricultural and would need to be rezoned in order to accommodate the proposed use.

City staff received a rezoning application for the property on August 26, 2016.

ANALYSIS

The subject site in question is located along a main corridor in the City of Tomball. The primary zoning district along this corridor is Commercial, with General Retail being secondary. The proposed retail development will bring services to the area and be similar to existing development in the area but will also be held to new development standards to ensure guided, quality development.

The Comprehensive Plan designates the property and most nearby properties located within the city limits as Commercial. A general description taken from the Comprehensive Plan regarding the Commercial designation is below:

Neighborhood or community oriented commercial with a variety including shopping centers, convenience stores, auto dealers, department stores, grocery and drug stores, entertainment facilities, food and beverage purveyors, salons, and small repair shops. Small Professional offices, such as dentists, legal, real estate, etc. could be included in this land use category. Traffic patterns typical of ingress/egress morning through evening.

The proposed request appears to be in conformance with the Comprehensive Plan.

ZONING CONSIDERATIONS

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

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

The proposed rezoning appears to be appropriate in the immediate area and the City as a whole. There are multiple similar retail developments in the area.

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

The proposed rezoning is not anticipated to negatively impact any existing or proposed plans for providing public schools, streets, water supply, sanitary sewers, and other utilities to the area. All public utility mains will be extended, at the developer's expense, to serve the properties.

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

There is vacant land in the City currently zoned Commercial. There does not appear to be any special circumstances which may make a substantial part of any vacant land unavailable for development.

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

There has been consistent developed city-wide in the Commercial district.

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

If the proposed rezoning is approved, few, if any effects on other areas designated for similar developments are anticipated.

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

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

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

The Future Land Use plan designates the property Commercial. Commercial would include corresponding zoning districts of Office, General Retail, and Commercial. Therefore, the Commercial request is consistent with the Comprehensive Plan.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on September 23, 2016. Notice of Public Hearing was published in the paper and a sign was placed on the property on September 28, 2016. No public comment forms have been received as of the date of this report.

RECOMMENDATION

Based on the findings outlined in the analysis section of this staff report, City staff recommends **APPROVAL** of Zoning Case P16-0140.

EXHIBITS

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

Exhibit "A"
Aerial Photo

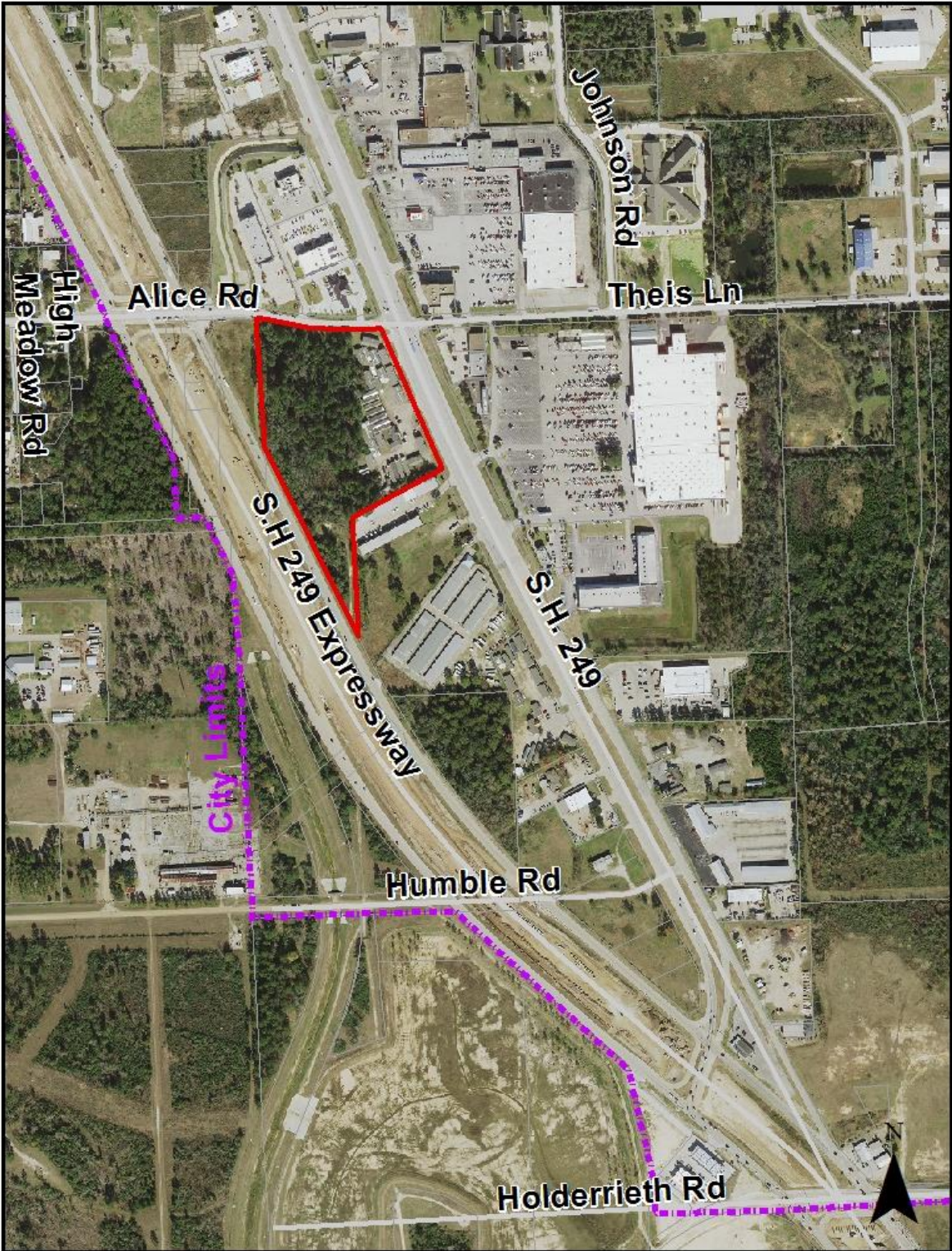


Exhibit "B"
Comprehensive Plan

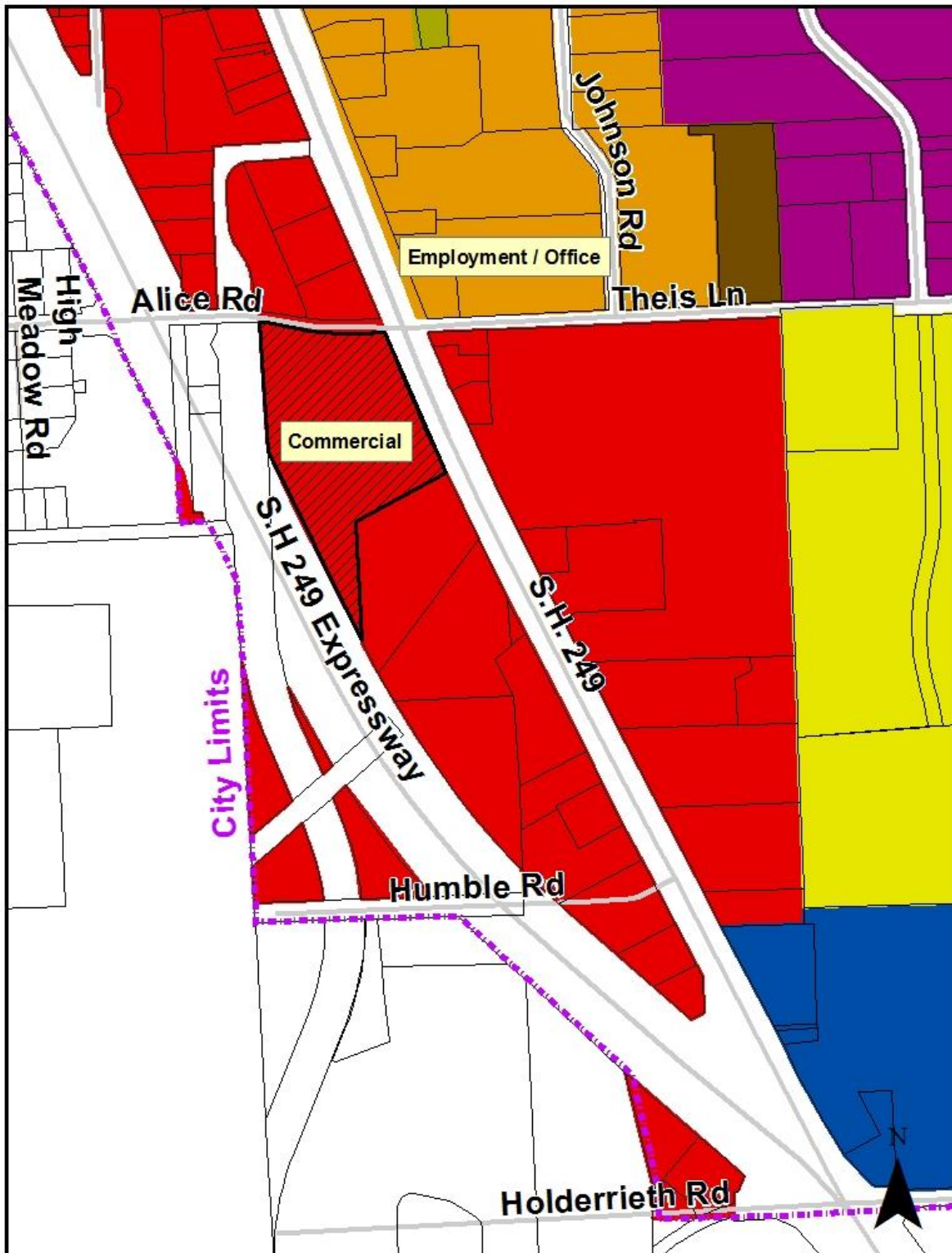
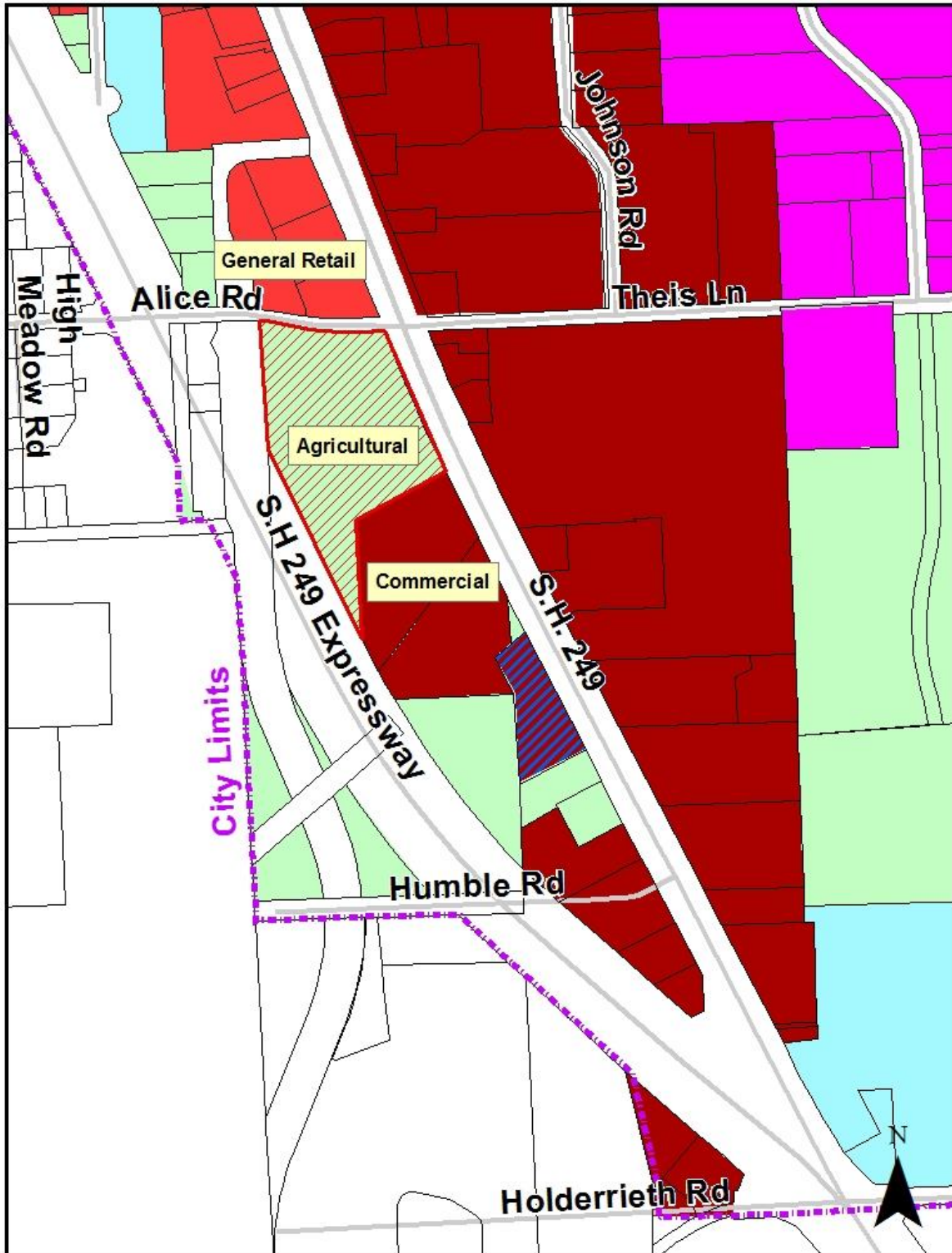


Exhibit "C"
Zoning Map



**Exhibit “D”
Site Photos**



Subject Site along SH 249 Business



Subject Site along Alice Road



Subject Site along SH 249

Exhibit "E" Application



August 23, 2016

Request for Rezoning

Community Development Department
City of Tomball
401 Market St.
Tomball, TX 77375

**Re: Rezoning of a certain 11.898 acre tract of land at the southeast corner of State
Highway 249 Bypass Rd and Alice Rd in the City of Tomball**

The purpose of this letter is to state the reasons for the rezoning application and issues associated with the current zoning district for the above referenced land, which is further described on the attached Exhibit "A". The details of the reasons are outlined as follows:

- The subject property is currently zoned AG-Agricultural District, and is subject to the use and development standards of that zoning district.
- The Applicant intends to develop the subject property for general retail and commercial uses. Future uses could include, but are not limited to grocery store, restaurant (with and without drive through), bank, multitenant strip center, hotel, or medical. The current zoning district does not permit the proposed uses for the Applicants development plans.
- The types of land uses that are permitted under the zoning district C-Commercial District are consistent with the Applicants proposed development project. Other zoning districts, such as GR-General Retail District, do not expressly permit the land use of eating establishments (with drive through service), which would require a Conditional Use Permit and are consistent with the Applicants potential future land use.

Sincerely,

Clay Roper, CCIM
Caldwell Companies
On behalf of Applicant

Commercial Development • Residential Development • Brokerage • Property Management
7904 N. Sam Houston Pkwy. W., 4th Floor Houston, Texas 77064 Toll-Free: 877.527.SALE Fax: 713.690.0490 CaldwellCos.com



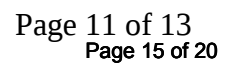


Exhibit "A"



Commercial Development • Residential Development • Brokerage • Property Management
7904 N. Sam Houston Pkwy. W., 4th Floor Houston, Texas 77064 Toll-Free: 877.527.SALE Fax: 713.690.0490 CaldwellCos.com





**Community Development Department
Planning Division**

Applicant: Robert Chandler for Low Star CRE Partners LLC
 Name: Robert Chandler Title: Manager
 Mailing Address: 9219 Katy Freeway #193 City: Houston State: TX
 Zip: 77024
 Phone: (281) 772 5333 Fax: () N/A Email: rchandler@lowstarpartners.com

Owner: The Kaiser-Frapart Trust c/o Anita Corbello
Name: The Kaiser-Frapart Trust Title: Real Estate Asset Manager
Mailing Address: 708 Main Street, Suite 710 City: Houston State: TX
Zip: 77002
Phone: (832) 460-7362 Fax: (877) 338-1604 Email: anita.corbello@cushwake.com

Engineer/Surveyor (if applicable)
Name: Lester Jones, P.E. Title: Engineer
Mailing Address: 6111 FM 1460 West, ste 208 City: Houston State: TX
Zip: 77069
Phone: (281) 361-5955 Fax: () N/A Email: LJones@ajlindsey.com
ext 1002

Description of Proposed Project: Retail Development

Physical Location of Property: 11.898 ACRES at the Southwest corner of SH 244
(General Location - approximate distance to nearest existing street corner) Bypass & Ave 80

Legal Description of Property: Situated in the Sam Lewis Survey, Abstract # 1704
[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block] City of...

Current Zoning District: AG - Agricultural District

Current Use of Property: Vacant Land w/a portion being leased & used by a mobile home company.

Proposed Zoning District: C-Commercial District

Proposed Use of Property: Retail Development (eg. Grocery store, bank, fast food/restaurant, hotel, medical)

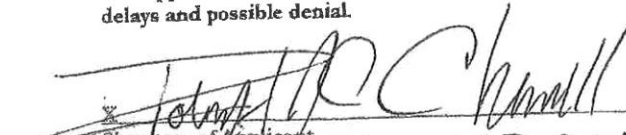
HCAD Identification Number: Acreage: 11.898

HCAD Identification Number: _____ Acreage: 11.898
City of Tomball, Texas 501 James Street, Tomball, Texas 77375 Phone: 281-290-1405 www.tomballtx.gov

HCAD currently has ID numbers for each of 18 undivided interests in the 11.848 Acres. Survey attached to serve as a reference for the subject property.

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

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

 8/24/16
Signature of Applicant Date
Cassidy Turley Commercial Real Estate, Inc.
Alta Cushman Wakefield, Agent for JPMorgan
Chase Bank, N.A. Trustee of the Trust 8/25/16
Signature of Owner Trust Trust Date
Alta Corbell
Real Estate Asset Manager

CITY OF TOMBALL
281-351-5484

REC#: 00943495 8/29/2016 8:16 AM
OPER: RS TERM: 002
REF#: W148

TRAN: 130.0000 PLANNING AND ZONING
SE CORNER SH249 BYPASS/ALICE
ROBERT CHANDLER
100-5441
REZONING APPLICATIO 519.00CR

TENDERED: 519.00 CHECK
APPLIED: 519.00-

CHANGE: 0.00

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

www.tomballtx.gov

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
OCTOBER 10, 2016
&
CITY COUNCIL
OCTOBER 17, 2016**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, October 10, 2016, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, October 17, 2016, at 6:00 P.M.** at City Hall, 401 Market Street, Tomball Texas. On such dates, the P&Z and City Council will consider the following:

Zoning Case P16-0140: Request by Robert Chandler, on behalf of Lone Star Partners, to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 11.898 acres of land, legally described as 11.898 acres of land situated in the Sam Lewis Survey, Abstract Number 1704, City of Tomball, Harris County, Texas, being a portion of that certain called 160.3 acres of land described in deed and recorded under Volume 942, Page 191 of the Deed Records of Harris County, Texas, generally located at the southeast corner of SH 249 Bypass and Alice Rd., from the Agricultural District to the Commercial District.

Zoning Case P16-0142: Request by Scott McKinzie, on behalf of BCDE, LTD., to amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 70 acres of land, legally described as a 70.3604 acre tract of land situated in the Elizabeth Smith Survey, Abstract Number 70, Harris County, Texas; being a portion of Unrestricted Reserve "C" of Tomball Greens Final Plat as shown on a plat filed for record under Film Code Number 440128 of the Harris County Map Records, being the remainder of a called 78.4754 acre tract conveyed to BCDE, LTD. by Special Warranty Deed With Vendor's Lien dated December 30, 2002 and filed for record under Clerk's File No. W332593 of the Harris County Official Public Records of Real Property and being all of a called 4.882 acres conveyed to Eibsen & Associates, Inc. by Warranty Deed dated March 31, 2014 and filed for record under Clerk's File No. 20140133968 of the Harris County Official Public Records of Real Property, within the City of Tomball, Harris County, Texas, generally located on the east side of Hufsmith-Kohrville Road, north Spell Road, from the Single-Family 9 District to the Single-Family 6 District.

At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, located at 501 James Street, Tomball, TX 77375. Further information may be obtained by contacting the Assistant City Planner, Amelia Lindley, at (281) 290-1410 or at alindley@tomballtx.gov.

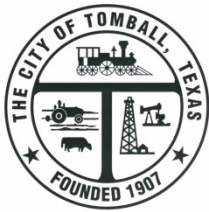
CERTIFICATION

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 **6th** day of **October 2016** by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Kim Chandler

Kim Chandler
Secretary of the Board

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



Notice of Public Hearing

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

CASE NUMBER: P16-0140

APPLICANT/OWNER: Request by Robert Chandler, on behalf of Lone Star Partners

LOCATION: Generally located at the southeast corner of SH 249 Bypass and Alice Rd.

PROPOSAL: To amend Chapter 50 (Zoning) of the Tomball Code of Ordinances by rezoning approximately 11.898 acres of land, legally described as 11.898 acres of land situated in the Sam Lewis Survey, Abstract Number 1704, City of Tomball, Harris County, Texas, being a portion of that certain called 160.3 acres of land described in deed and recorded under Volume 942, Page 191 of the Deed Records of Harris County, Texas, from the Agricultural District to the Commercial District

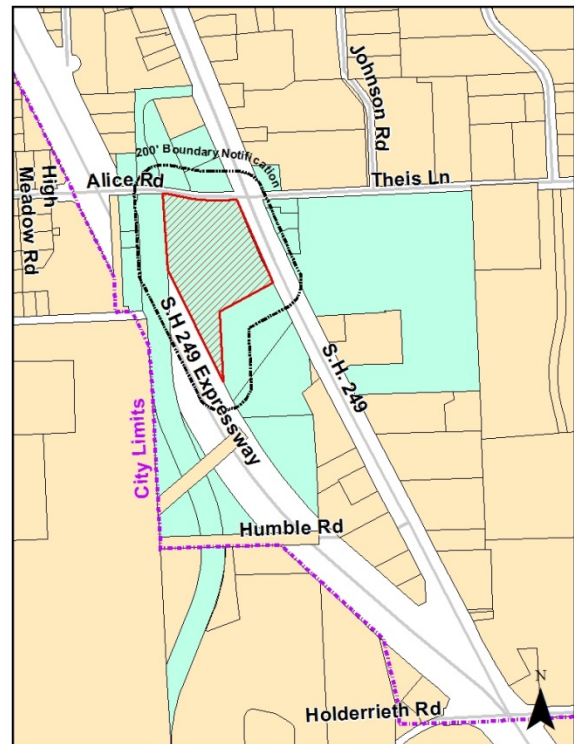
CONTACT: Amelia Lindley

PHONE: (281) 290-1410

E-MAIL: alindley@tomballtx.gov

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

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



**Planning & Zoning Commission
Public Hearing:
Monday, October 10, 2016, 6:00 PM**

**City Council Public Hearing:
*Monday, October 17, 2016, 6:00 PM**

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

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: November 7, 2016

Topic:

Approve Request by The Houston Repertoire Ballet (HRB) for Financial Support for Six Performances of "The Nutcracker" Ballet, held December 2-4, 2016 at the Tomball High School Theatre, in the Amount of \$12,500

Background:

On October 25, 2016, the Tomball Tourism Advisory Commission met with representatives of The Houston Repertoire Ballet regarding their request for funding of six performances of "The Nutcracker" Ballet, to be held December 2-4, 2016 at the Tomball High School Theatre, in the amount of \$12,500.

The TAC board approved the request unanimously and now presents HRB's request to Council for consideration and approval. Funds are available in the Grant category in the Hotel/Motel Fund

The performances of "The Nutcracker" Ballet meet the City's Strategic Plan Initiatives of Community Life, Financial Sustainability, and Building our Economy.

Origination:

The Houston Repertoire Ballet

Recommendation:

Approval

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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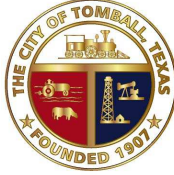
ATTACHMENTS:

Draft Minutes - TAQC Meeting of October 25, 2016

HRB APPLICATION

HRB FINANCIAL INFORMATION

**MINUTES OF REGULAR
TOURISM ADVISORY COMMITTEE MEETING
CITY OF TOMBALL, TEXAS**



**TUESDAY, OCTOBER 25, 2016
6:00 P.M.**

- 1.0 The meeting was called to order by Chair Holly Cook. Other Committee members present were:

Paige Cassel
Mary Harvey
Steven Hughes
Jeffie Cappadonna

Members absent:

Rodney Hutson
Kevin Lala
Prakash Patel
Cindy Vincik

Others present:

Marketing Director – Mike Baxter
Assistant City Secretary – Betsy Gates
Houston Repertoire Ballet Board Member – Jennifer Parks
Houston Repertoire Ballet – Alexa Aldridge

- 2.0 No Public Comments were received.

- 3.0 Reports and Announcements

- Mike Baxter, Marketing Director, presented the Success of Recent Events including Beetles, Brew and Barbecue, Paces4Pink, Zomball in Tomball, Freight Train Food Truck Festival and Bluegrass Festival and the upcoming Holiday Lamp Post Stroll and Christmas on Commerce activities.

- 4.0 Motion was made by Steve Hughes, second by Jeffie Cappadonna, to approve the minutes of the August 30, 2016 Special Tourism Advisory Committee Meeting.

Motion carried unanimously.

- 5.0 New Business:

- 5.1 Motion was made by Mary Harvey, second by Steve Hughes, to Approve Request by The Houston Repertoire Ballet (HRB) for Financial Support for Six Performances of "The Nutcracker" Ballet, held December 2 - 4, 2016 at the Tomball High School Theatre, in the Amount of \$12,500.

Motion carried unanimously.

- 6.0 Motion was made by Jeffie Capadonna, second by Paige Cassel, to adjourn.

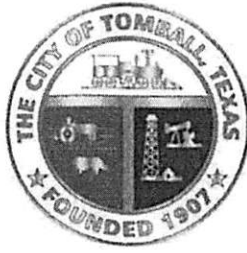
Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this _____ day of _____, 2016.

Betsy Gates, TRMC, CMC
City Secretary

Holly Cook
Chair



CITY OF TOMBALL
APPLICATION FOR USE OF HOTEL OCCUPANCY TAX
(Must be submitted no less than 45 days prior to the event)

Applications may be mailed or hand delivered to:

Director of Finance
City of Tomball
501 James Street
Tomball, TX 77375

Applicant Organization: Houston Repertoire Ballet

Organization Director: Kristin Knipp, HRB Board President

Project or Event for which funding is requested: HRB's "The Nutcracker" performance series with the Cypress Philharmonic

Date of Event: December 2 - 4, 2016

Description of project or event for which funding is requested: HRB's "The Nutcracker" is a classic holiday ballet enjoyed by all ages at affordable prices (\$22 for adults and \$18 for students and seniors) at an easily accessible venue featuring a live orchestra, professional guest artists, lavish costumes and sets along with exquisite dancing thus drawing in an audience from Houston and neighboring communities. The performance series has grown to include 2 free shows for Tomball ISD 3rd grade students, an Arts & Education abbreviated performance for a younger audience and 4 full length shows in order to meet demand.

Location of project or event: Tomball High School Theater, Lenoard Chamer Fine Arts Wing
330 Quinn Road Tomabll, Texas 77375

GRANT AMOUNTS:

Amount Requested for Current Fiscal Year:	<u>2016</u>	<u>\$ 12,500</u>
Amount Received for Previous Fiscal Year:	<u>2013</u>	<u>\$ 11,000</u>
% increase requested over last year's grant:	<u>12%</u> %	

Organization Budget Summary for Previous Fiscal Year 2015 see budget information addendum

	City Funds	Other Funds	Total
Personnel		10,870	
Contracted Services		39,665 (14,500 Guest Artists, 23,000 Orch, 2,165* Stage Crew)	
Travel		1,196	
Rental Expense		19,524 (13,614* Tomball ISD, 5,910 Studio)	
Depreciation/Mortgage	N/A		
Advertising		4,669 (2,169 advertising, 2,500 programs)	
Insurance		4,253	
Other Expenses		5,630 (4,102 costumes & props, 700 A&E, 828* black box food)	
Volunteer Time	N/A		
Donated Goods/Services	N/A		
Total	*funds stay in Tomball	85,807	85,807

Grants to an organization will not exceed 35% of the organization's adopted budget for the fiscal year shown above.

FUNDS FROM SOURCES OTHER THAN THE CITY OF TOMBALL

<u>Government</u>	<u>Amount of Funds</u>
Local	_____
County	_____
State	_____
Federal	_____
<u>Other Investors/Contributors</u>	
Individual	6,528
Corporate	_____
Foundations	5,000
<u>Fees</u>	
Admissions	52,401
Applications	_____
Vendors	1,741 (silent auction)
Tuition	_____
<u>Concessions</u>	7,969 (boutique and flowers)666666
<u>Memberships</u>	_____
<u>Subscriptions</u>	_____
<u>Other</u>	_____
Total	\$ 73,639 LOSS OF \$12,168

Organization Budget Summary for Previous Fiscal Year 2016 proposed budget for grant application

	City Funds	Other Funds	Total
Personnel		10,300	10,300
Contracted Services	2,150 (stage crew)	38,000 (15,000 Guest Artists, 23,000 Orch)	40,150
Travel		2,500	
Rental Expense	13,550 (Tomball ISD)	5,910 (Studio)	19,460
Depreciation/Mortgage	N/A		
Advertising		4,572 (2,072 advertising, 2,500 programs)	4,572
Insurance		4,274	4,274
Other Expenses	800 (black box food)	4,600 (3,900 costumes & props, 700 A&E)	5,400
Volunteer Time	N/A		
Donated Goods/Services	N/A		
Total	16,500 funds stay in Tomball	70,156	86,656

Grants to an organization will not exceed 35% of the organization's adopted budget for the fiscal year shown above.

FUNDS FROM SOURCES OTHER THAN THE CITY OF TOMBALL

<u>Government</u>	<u>Amount of Funds</u>
Local	_____
County	_____
State	_____
Federal	_____

<u>Other Investors/Contributors</u>	
Individual	<u>2,000</u>
Corporate	_____
Foundations	<u>5,000</u>

<u>Fees</u>	
Admissions	<u>53,000</u>
Applications	_____
Vendors	<u>1,850 (silent auction)</u>
Tuition	_____

<u>Concessions</u>	<u>8,000 (boutique and flowers)</u>
--------------------	-------------------------------------

<u>Memberships</u>	_____
--------------------	-------

<u>Subscriptions</u>	_____
----------------------	-------

<u>Other</u>	_____
Total	<u>\$ 69,850 LOSS OF \$16.806</u>

As a non-profit 501(c)(3) 100% of HRB's efforts are made possible by the dedication of our parent volunteers, board and through the generosity of in-kind goods and services. Each dancer's family is required to donate a minimum of 20 hours of volunteer time for "The Nutcracker, but many far exceed this number

During the performance series volunteers work back stage as production support, with costumes, at the boutique and silent auction, ticketing support as well as the "Party Dads".

The HRB Board and volunteers also work tirelessly helping prepare for "The Nutcracker" offering support with publicity, fundraising and production needs.

The estimations of this volunteered time and donation of goods and services easily exceeds \$12,500 for "The Nutcracker" performance series alone. The tireless efforts and support of HRB defray high expenses and goes directly to keeping the cost of the production low for our audience while maintaining its high standards of professionalism.

Please note this budget is directly related to the production in Tomball only.

How many people do you expect will visit Tomball from out-of-town as a result of this project or event?

Explain the basis for your answer to the preceding question: We expect 3,200 patrons to attend "The Nutcracker" from outside of Tomball in addition to the 157 artists in the production. This is based on historical attendance at 95% capacity as well as historical zip code data. Please see the 2015 Nutcracker Attendance by City chart attached. In 2015 only 11% of patrons were from the Tomball area, thus demonstrating "The Nutcracker's" draw to the community as a holiday tradition and increasing revenue.

Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? If you answer to this question is Yes, state the basis for your answer: Yes. Several HRB families stay in Tomball area hotels each performance series as HRB's dancers reside as far as Bryan, Bellville, Waller, Richmond and areas of Houston. The long days associated with 2 days of dress rehearsals and 7 performances necessitates these stays while others choose to stay for convenience. In addition, HRB members and patrons shop and dine in the Tomball during the performance series.

Organization Contact Name, Title, Address and Phone Number: _____

Jennifer Parks HRB Board Member, Grants

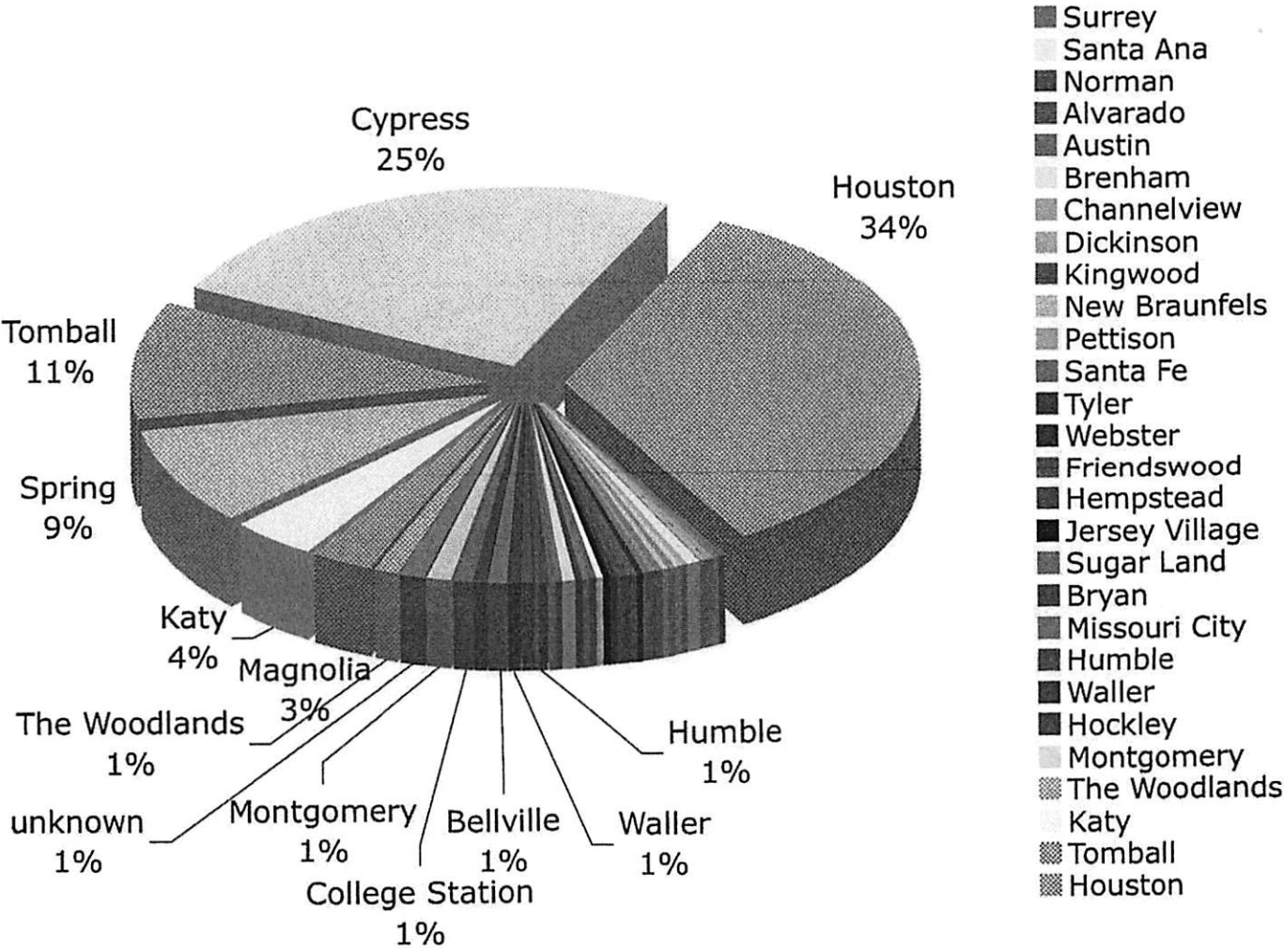
13807 Magnolia Manor Dr Cypress, TX 77429

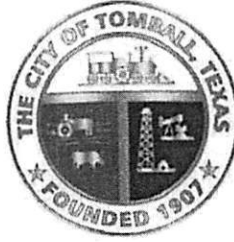
jmpag@mac.com 832.334.1216 cell 281-246-4645 home

Contact's Signature: Jennifer M Parks

Date: 10.11.16

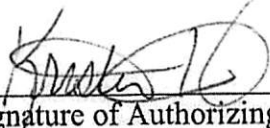
2015 Nutcracker Attendance by City





VALIDATION OF APPLICATION

The signatory declares that he/she is an authorized official of the applicant, is authorized to make this application, and certifies that the information in this application is true and correct to the best of his/her knowledge. Signatory further declares that applicant, if previously funded by the City of Tomball, has successfully fulfilled all prior Grant contract obligations.



Signature of Authorizing Official

10/8/16

Date

Kristin Knipp

Typed Name

HRB Board President

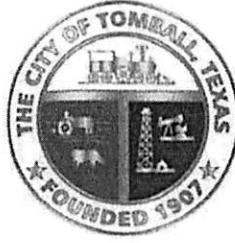
Title within Organization

713-823-2852

Telephone

kristinknipp@sbcglobal.net

Email address



NARRATIVE QUESTIONS

Please look at the criteria in the grant guidelines when you answer the following questions. **Be specific and give examples.** Answers to individual questions should be as brief as possible and should in no case exceed one page.

Please see the narrative answers on the attached pages.

1. Describe the history and purpose of the organization.
2. Describe how any grant funds will be used.
3. List the programs and activities for the grant year.
4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.
5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?
6. How do you publicize your activities? How do you evaluate these efforts and what have you done to increase the effectiveness of your marketing efforts?
7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.
8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?

NARRATIVE QUESTIONS

1. Describe the history and purpose of the organization.

The Houston Repertoire Ballet (HRB) is a non-profit 501(c)(3) dance organization. The youth ballet was conceptualized in 1994 and received non-profit status in 1995. It arose from the need and desire to provide North Harris County communities with the highest quality of dance education and performance experience. HRB has grown to become the premier pre-professional company in the area requiring discipline and commitment from the dancers and providing two major productions as well as a choreography production for the community each season.

Beginning in 1988, HRB began performing one act of "The Nutcracker" in Tomball. It has grown to a 7 show performance series featuring the Cypress Philharmonic's 37 piece orchestra at Tomball High School's Theatre thus bringing an affordable and accessible professionally staged production with beautiful sets and costumes as well as talented dancers and musicians to Tomball drawing in patrons to support the community and enrich the residents.

The mission of Houston Repertoire Ballet is:

"HRB is dedicated to the pursuit of excellence in the art of classical ballet, providing a program of the highest quality to local dancers through professional instruction, education and performance experience. To ensure quality, acceptance into the company is limited and by invitation only. The company gives you, talented, dedicated dancers the serious training needed for them to enter the professional world of dance, while providing cultural education and community service to surrounding cities."

2. Describe how any grant funds will be used.

The City of Tomball Hotel Occupancy Funds are earmarked to stay directly in the Tomball Community. The Facility Rental expenses goes directly to Tomball ISD supporting Tomball's public school system. In addition the two free shows that HRB performs for Tomball ISD s 3rd graders fulfills the arts

component of their curriculum and brings a live theatre production directly to the students, many for the very first time. Depending on enrollment numbers, high school special needs students and dance students are also invited. The Stage Crew is comprised of Tomball Stage students and director (along with HRB volunteers). The Tomball students are paid for their work while gaining valuable technical experience related to a live production. The balance of the funds are used for Tomball security and to provide food for the dancers, orchestra, backstage crew and volunteers between the shows. (This is of course in addition to the food purchased by people involved in the production and patrons before and after the shows). Food is typically ordered from local Tomball establishments as well as paper products purchased from local discount stores. Historically some places have included, Chilis, Starbucks, Chik Fil A, Pizza, Kroger, Wal-Mart and Target. Every penny of grant funds are dedicated to stay within the Tomball community while supporting bringing the arts and patrons directly to Tomball.

3. List the programs and events for the grant year.

The grant is used entirely to support bringing "The Nutcracker" to Tomball to enrich their arts community while bringing in patrons from other areas. HRB begins their presence in Tomball following "move-in" at the beginning of the week with dress rehearsals on Wednesday, November 30th and Thursday, December 1.

On Friday, December 2, HRB performs 2 free shows for Tomball ISD 3rd grade students fulfilling the arts curriculum component of their curriculum. It is an abbreviated performance that includes an educational talk as well as an information booklet. A sample of one of these is included with supplemental information

Friday evening HRB also performs a reduced price Arts & Education performance for a younger audience drawing in girl scout groups, etc. The Arts & Education performances do not include the orchestra, but do include the professional guest artists.

The cost of printing these booklets is approximately \$750.

Saturday and Sunday both include 2 full length performances with the live orchestra.

The lobby is set and decorated for the Holidays extending the feel of festivity to the Tomball area including a large Christmas tree, boutique, silent auction and

refreshments provided by Tomball High School's Jr ROTTC as their own fundraiser.

HRB's season is also comprised of a spring performance series, "A Celebration of Dance" and a "Choreography Project" as a season finale. HRB brings the arts to the Tomball area to delight area residents with affordable and accessible live performances while drawing in outside visitors.

Arts & Education abbreviated performance for Tomball ISD

Friday, Dec 2, Times determined by TISD

Free

Arts & Education abbreviated performance:

Friday Dec 2, 7pm-8:15pm

A&E Tickets \$12-\$15

Full performances with live orchestra:

Saturday Dec 3 @ 2pm and 7pm

Sunday Dec 4 @ 1pm and 4:30pm

Tickets \$18 - \$22 (\$15 obstructed view)

4. Show evidence of growth in community support prior to the grant year. Include the number of performances, exhibitions, audience sizes, services or enrollment. Be sure to include specific information as to the percent of activities taking place within the City of Tomball.

For "The Nutcracker" 2016, we anticipate 95 - 100% of seats to be sold. The seating capacity is approximately 3,600 for the 5 ticketed shows (reserve handicapped seats and blocks for videographer). HRB's "The Nutcracker" continues to exceed their patrons expectation as its continued growth supports the need for high quality arts productions in northwest Houston bringing patrons into Tomball.

In 2013, HRB was joined by a live orchestra, The Cypress Philharmonic, for the first time. This has elevated the production to one that would mirror almost any nutcracker and has additionally increased attendance drawing in a new audience. HRB's audience has steadily increased from 85% in 2010 with 3 full and one abbreviated show to near capacity with 4 full and 1 abbreviated show for 2016.

In 2015, HRB had to add a 5th ticketed performance to meet demand. This is our Friday evening abbreviated Arts & Education performance.

2015 – 3,515 tickets sold

2014 – 2,901 tickets sold

The two free shows for Tomball ISD are based on enrollment in the school district. This program began in 2010, but we had to offer a second show the next year due to its popularity with the principals and its curriculum arts component. Additional seats are filled inviting the junior high and high school dance students.

5. How does your project/event qualify for use of Municipal Hotel Occupancy Tax funds as defined in the Hotel Occupancy Tax Guidelines?

HRB bringing "The Nutcracker" with the Cypress Philharmonic to Tomball directly satisfies "The Guidelines for Expenditures, Requests for Funding, and Reporting" published by the City of Tomball City Council on October 5, 2009 in article #4: "the encouragement, promotion, improvement and application of the arts, including...dance...and other arts related to the presentation, performance, execution and exhibition of these major art forms."

6. How do you publicize your activities? How do you evaluate these efforts and what have you don't to increase the effectiveness of your marketing efforts?

HRB has an extensive marketing campaign including poster and flyer distribution, print advertisements and press releases as well as a strong internet presence. And the reputation and quality of HRB's "The Nutcracker" has developed it into a staple of Tomball's Holiday Season.

HRB's extensive flyer and poster campaign is supported by National Charity League, a mother and daughter organization that supports philanthropies. Houston businesses are historically mapped, targeted and tracked to increase effectiveness.

HRB utilizes a publicity liaison to ensure local media sources, neighborhood newsletters and family event locators are targeted and extend notices via the

internet and direct email to previous patrons.

New for 2016 HRB has invested in a Google Ad Word Campaign where people searching on the internet are directed to HRB's "The Nutcracker." Beginning in 2014 HRB also began a direct marketing campaign by gifting the younger, non-company dancers with a season t-shirt for them to wear to promote the events.

As every publicity dollar spent is crucial, HRB does evaluate its marketing, with every ticket order the patron is either asked or prompted on the internet as to how they learned about HRB's "The Nutcracker" in Tomball. There are also optional audience surveys available at each performance.

7. Explain the public benefits to the City of Tomball that will result from your organization's efforts.

The City of Tomball will experience increased revenues in areas of shopping and dining as well as hotel occupancy directly related to hosting HRB's "The Nutcracker." It will also bring cultural enrichment to Tomball residents, the students of Tomball ISD as well as elevating Tomball's artistic landscape. With a direct partnership with JD Janda, TISD's Fine Arts Director, HRB will once again present two free matinee programs to all of TISD's 3rd grade students fulfilling their arts curriculum. With educational budget cuts as well as constraints on missing curriculum time, it would be impossible to bring the students to a venue outside of Tomball. HRB does these performances for no cost to TISD. Simply put, it is part of their community engagement serving others while allowing their dancers valuable performance experience. Furthermore, HRB supports two \$750 scholarships to Tomball Stage members to continue their education after graduation.

Tomball High School's JR ROTC also benefits from HRB's "The Nutcracker" as they serve refreshments during the performances as a fundraiser for their own organization.

8. What is your organization doing to bring visitors to Tomball, to stay in local hotels and otherwise support the hospitality industry?

"The Nutcracker" brings more than 3000 patrons as well as more than 200 artists and volunteers to Tomball during the busy shopping holiday season. Approximately 89% of ticketed patrons come from outside of Tomball. This

directly puts an out of town population in the Tomball vicinity to shop, dine, run errands and enjoy Tomball. This impact will be felt Wednesday, November 30 – Sunday, December 4.

“The Nutcracker” is a unique event to Northwest Houston as it bring a professionally staged live theatre production complete with professional guest artists and a live orchestra to Northwest Houston, this elevates Tomball as a destination for the patrons to enjoy this holiday classic close to home at an easily accessible and affordable venue.

Several HRB dancers live too far away (Bryan, Bellville, Waller, Richmond, etc) to commute for the performances, so they choose to stay in Tomball at area hotels. In order to encourage other families to stay in Tomball as well, HRB has coordinated a “Nutcracker” rate with Comfort Inn in Tomball for \$99 - \$109 per night. This information will also be shared with patrons who call in and inquire about area hotels. In 2015 HRB dancers and their families stayed at The Comfort Inn, The Hampton Inn and America’s Best Value Inn and Suites.

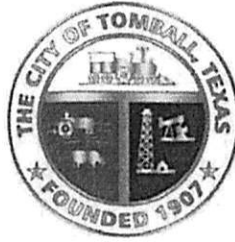


EXHIBIT A

Organization shall procure and maintain for the duration of the grant agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the services performed or to be performed hereunder by the Organization its agents, representatives, employees, volunteers, officers, directors or sub-contractors.

The organization shall maintain insurance with limits not less than \$500,000 per occurrence, \$1,000,000 aggregate and will be as broad as ISO Form Number GL 0002 (Ed 1/72) covering Comprehensive General Liability and ISO Form Number GL 0404 covering Broad Form Comprehensive General Liability, or ISO Commercial General Liability coverage ("occurrence for CG 0001). Coverage will include: A) Premises – Operations; B) Broad Form Contractual Liability, C) Broad Form Property Damage and D) Personal Injury.

The policy will be endorsed to contain the following provisions: The City, its officials, employees, volunteers, Boards and Commissions are to be added as "Additional Insured" in respect to liability arising out of any activities performed by or on behalf of the Organization. The policy shall contain no special limitations to the scope of coverage afforded to the City. The Organization's insurance shall be primary and any insurance or self-insurance shall be in excess of the Organization's insurance and shall not contribute with it. Certificate must include a waiver of subrogation as regards to the workers compensation policy. If your organization has no employees, and therefore does not carry workers compensation insurance, you must provide to the City of Tomball a letter stating that you have no employees and therefore do not carry workers compensation insurance.

Insurance shall be placed with insurers with an A.M. Best rating of no less than A:VI or a Standard & Poor rating of A or better.

The Organization shall furnish the City with a certificate of insurance which shows the coverage provided. The insurance policy will be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewed, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

SUBJECT HOTEL OCCUPANCY TAX GRANT PROCESS	NUMBER: 22	EFFECTIVE DATE: October 5, 2009	PAGE 1 OF 2
	REVISED: October 5, 2009	APPROVED BY CITY MANAGER: October 5, 2009	
	SUPERSEDES: January 19, 2009	APPROVED BY CITY COUNCIL: October 5, 2009	

Guidelines for Expenditures, Requests for Funding, and Reporting

Hotel Occupancy Tax

Chapter 351.002 of the Local Government Code authorizes a municipality, by ordinance, to impose a tax on a person who pays for the right to use or temporarily take possession of a room located in a hotel/motel that is ordinarily used for sleeping. The tax is imposed on the cost of the room itself and is not imposed on the cost of any food served or on any other services provided by the hotel/motel.

The revenue derived from the municipal occupancy tax may only be used to promote tourism and the convention and hotel industry in the community. For a city the size of Tomball and located in a county the size of Harris County, that use is limited to the following:

1. the acquisition of sites for and the construction, improvement, enlarging, equipping, repairing, operation, and maintenance of convention center facilities or visitor information centers or both;
2. the furnishing of facilities, personnel, and materials for the registration of convention delegates or registrants;
3. advertising and conducting solicitations and promotional programs to attract tourists and convention delegates or registrants to the municipality or its vicinity;
4. the encouragement, promotion, improvement, and application of the arts, including instrumental and vocal music, dance, drama, folk art, creative writing, architecture, design and allied fields, painting, sculpture, photography, graphic and craft arts, motion pictures, radio, television, tape and sound recording, and other arts related to the presentation, performance, execution, and exhibition of these major art forms;
5. historical restoration and preservation projects or activities or advertising and conducting solicitations and promotional programs to encourage tourists and convention delegates to visit preserved historic sites or museums:
 - a. at or in the immediate vicinity of convention center facilities or visitor information centers; or
 - b. located elsewhere in the municipality or its vicinity that would be frequented by tourists and convention delegates;
6. day-to-day operations, supplies, salaries, office rental, travel expenses, and other administrative costs only if those administrative costs are incurred directly in the promotion and servicing of those authorized expenditures listed in 1-5 above.

Tourists are defined in Chapter 351 as an individual who travels from the individual's residence to a different municipality, county, state, or country for pleasure, recreation, education, or culture. *Tourism* is defined as the guidance or management of tourists.

**CITY OF TOMBALL
ADMINISTRATIVE POLICIES, RULES AND PROCEDURES**

SUBJECT HOTEL OCCUPANCY TAX GRANT PROCESS	NUMBER: 22	EFFECTIVE DATE: October 5, 2009	PAGE 2 OF 2
	REVISED: October 5, 2009	APPROVED BY CITY MANAGER: October 5, 2009	
	SUPERSEDES: January 19, 2009	APPROVED BY CITY COUNCIL: October 5, 2009	

Requests for Hotel Occupancy Tax Funding

Any organization requesting the use of City of Tomball Municipal Hotel Occupancy Tax funds for an event that qualifies as an authorized use of funds as listed above must complete the “**Application for Use of Hotel Occupancy Tax**” a minimum of 45 days prior to the date of the event. All requests for funding must be approved by the City of Tomball City Council. Only one project may be requested per application. Applications for annual events must be submitted each year. Funding approved in one year does not guarantee funding in subsequent years.

Approved funding will be paid to the requesting organization on a reimbursement basis and will not be paid in advance. The reimbursement paid to the organization will be based on the lesser of the actual costs or the amount originally approved.

Reporting

Subsequent to the event/purpose for which occupancy tax funding was approved, the organization receiving the funds shall submit a full accounting of the event/purpose and specifically highlight the costs to be reimbursed by the hotel occupancy tax. In addition to the financial accounting of the event/purpose, the report shall also include a narrative describing how the event/purpose directly enhanced or promoted tourism and the convention and hotel industry in Tomball as well as the projected number of tourists or convention delegates coming to Tomball as a result of the event/purpose and the basis for the projection. If the event/purpose is one that is ongoing throughout the year, the financial and narrative report shall be updated and submitted on a quarterly basis. Reports shall be submitted to:

Director of Finance
City of Tomball
501 James Street
Tomball, TX 77375
281.290.1417

**The City of Tomball
Hotel Occupancy Tax Grant Application
Other Required Documentation
1. Articles of Incorporation
Houston Repertoire Ballet – *The Nutcracker***

Please see the attached 501(c)(3) letter
HRB is a non-profit organization

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: JUN 30 2000

HOUSTON REPERTOIRE BALLET
8590 HWY 6N
HOUSTON, TX 77095

Employer Identification Number:
76-0479345

DEN:
17053092751010

Contact Person:

JOHN J MCGEE

ID# 31169

Contact Telephone Number:
(877) 829-5500

Our Letter Dated:
May 1997

Addendum Applies:
No

Dear Applicant:

This modifies our letter of the above date in which we stated that you would be treated as an organization that is not a private foundation until the expiration of your advance ruling period.

Your exempt status under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3) is still in effect. Based on the information you submitted, we have determined that you are not a private foundation within the meaning of section 509(a) of the Code because you are an organization of the type described in section 509(a)(2).

Grantors and contributors may rely on this determination unless the Internal Revenue Service publishes notice to the contrary. However, if you lose your section 509(a)(2) status, a grantor or contributor may not rely on this determination if he or she was in part responsible for, or was aware of, the act or failure to act, or the substantial or material change on the part of the organization that resulted in your loss of such status, or if he or she acquired knowledge that the Internal Revenue Service had given notice that you would no longer be classified as a section 509(a)(2) organization.

You are required to make your annual information return, Form 990 or Form 990-EZ, available for public inspection for three years after the later of the due date of the return or the date the return is filed. You are also required to make available for public inspection your exemption application, any supporting documents, and your exemption letter. Copies of these documents are also required to be provided to any individual upon written or in person request without charge other than reasonable fees for copying and postage. You may fulfill this requirement by placing these documents on the Internet. Penalties may be imposed for failure to comply with these requirements. Additional information is available in Publication 557, Tax-Exempt Status for Your Organization, or you may call our toll free number shown above.

If we have indicated in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Letter 1050 (DO/CG)

**The City of Tomball
Hotel Occupancy Tax Grant Application
Other Required Documentation
2. Constitution or By-Laws
Houston Repertoire Ballet – *The Nutcracker***

Please see HRB's attached by-laws

BY-LAWS
of the
HOUSTON REPERTOIRE BALLET

Article 1 – Name

The name of this organization shall be Houston Repertoire Ballet hereafter referred to as HRB.

Article 2 – Location and Agent

The registered office of HRB shall be at the Studio of Dance located at 16668 Champions Forest Drive, Houston, Texas, 77379. Any current officer of the Board of Directors may act as registered agent for HRB.

Article 3 – Purpose

HRB is a company organized exclusively for providing a program of the highest quality to local dancers in the art of classical ballet. The program provides training, education, and experience for the company dancers while providing cultural education and community service for the surrounding region consistent with HRB's non-profit and educational purposes under the HRB Articles of Incorporation as approved by the State of Texas on May 31, 1995.

Article 4 – Membership

1. The membership of HRB shall consist of the parents who have paid dues for current HRB dancers and the current members of the Board of Directors. Additional members from the community at large may be accepted by an affirmative vote of the Board.
2. Membership period shall be from the date of joining (or rejoining) until three (3) months following the end of that fiscal year of HRB.
3. Each member shall be entitled to one vote on each matter submitted to a vote of the membership. Parents of HRB dancers are jointly entitled to one vote for each of their dancers currently active in HRB.

Article 5 – Meetings

1. In consultation with the Board, the President shall determine the dates, times, locations, agenda, and formats of meetings. Notice shall be given at least two (2) weeks in advance by postings, mail outs, e-mail, or a combination of such means.
2. The membership shall meet at least one time early in each fiscal year. Up to two (2) days in advance, any member may request in writing to the Board additional items or voting issues to be included on the agenda. In order to achieve a desired or required quorum, a physical "meeting" may be held over a defined period of more than one day.

3. A quorum to transact business at membership meetings shall consist of at least twenty (20) members in good standing. An affirmative vote of greater than fifty percent (50%) of those in attendance is required to approve an action or decision.
4. At any duly called meeting, a member may vote by a proxy executed in writing.
5. An annual vote of the members is required to approve the officers of the Board and a broad performance plan for the year.

Article 6 – Board of Directors

1. A Board of Directors shall be maintained with sole authority and responsibility for management and business affairs of HRB.
2. The Board shall be comprised of at least six (6) and no more than twelve (12) Directors.
3. Directors shall be elected or removed by the affirmative vote of a majority of the then current Directors at a duly held meeting of the Board. Directors shall serve for a minimum term of two (2) years which may be extended without limit by a majority vote of the other Board members.
4. Any vote for removal of a Director must be preceded by written notice to all Directors of the scheduled vote. Should a Director resign or be removed, the Board may elect a replacement Director to begin a two (2) year term upon election.
5. A coordinating representative for Board approved committees such as the Partners Guild, the Children's Guild, and special events may attend all Board meetings in a non-voting capacity. With the approval of the presiding officer, any other guests may attend the beginning of any Board meeting to address the Board with proposals or questions to bring comments on behalf of a Director who cannot attend. Such guests will then leave the meeting prior to remaining agenda items that may be discussed and debated privately by the Board to ensure candid discussions.
6. Artistic management of HRB shall be vested solely in the Artistic Director(s) who shall serve as members of the Board of Directors. The Artistic Director(s) may be removed only by a two-thirds (2/3) vote of the entire HRB membership.
7. Regular Board meetings shall be held on a monthly basis. Special meetings of the Board may be called at any time upon the request of the President, the Artistic Director(s), or any two Directors. Notice of such a meeting must be given to each Director at least 24 hours before the meeting.
8. For any Board meeting, at least fifty percent (50%) of the Directors currently on the Board shall constitute a quorum. Unless otherwise specified here, an affirmative vote of greater than fifty percent (50%) of the Directors in attendance shall be sufficient to approve all actions.
9. For any duly called meeting of the Board, a Director may vote by proxy or direct his/her attendance and vote to another Director in writing.
10. No salary, fee, or compensation shall be paid to any Director or member except by resolution of the Board.

Article 7 – Officers of the Board

1. The officers of the Board of Directors of HRB shall consist of a President, a Vice-President, a Secretary, and a Treasurer authorized to conduct business on behalf of HRB. As necessary, officers may designate other HRB members or staff to perform specific duties.

2. Officers of the Board shall be determined by the Board in a manner suitable to the needs of the Board at that time. By the end of July each year, the Board shall determine the slate of officers for the following fiscal year.
3. Should an officer resign or be removed, the President shall be responsible for promptly securing Board approval of a replacement except that a vacancy of the office of President shall be automatically filled by the Vice President.
4. Officers may be removed from office by a vote of the Board at a duly called meeting for which all Directors have been notified.
5. The President, or in his/her absence the Vice President, shall preside at all meetings of the Board as well as be responsible for maintaining long-term goals and ensuring that Board decisions are implemented. The President shall also establish committees as necessary and steward areas of responsibilities for Board members to ensure the efficient pursuit of activities. Key areas will include Productions, Fund Raising, Publicity, and Volunteers.
6. The Treasurer shall have charge of the funds of HRB and ensure the following: detailed records, payment of all fees and bills, preparation monthly reports for the Board, development of an annual budget, filing of tax forms, and audits as directed by the Board.
7. The Secretary shall record minutes and maintain files of HRB, give notice to meetings, handle Board correspondence, and keep records of HRB and Board membership.

Article 8 – Special Rules

1. The fiscal year of HRB shall begin on August 1 and end on the following July 31.
2. No Director, officer, or member at large may incur an expense or obligation on behalf of HRB except as authorized by the Board of Directors.
3. Any member is entitled to inspect the books, minutes, or other records of HRB if so requested in writing and if such inspection does not disrupt HRB activities.
4. All officers of the Board and other Directors as well as any other individuals authorized to act on behalf of HRB shall at all times act under the highest standards of personal, business, legal, and ethical conduct when representing HRB. As such, HRB will defend any member from any individual liability from actions taken on behalf of HRB except in any case determined by the Board to be gross negligence or willful misconduct.
5. These by-laws supercede and replace those adopted by HRB on September 20, 1995 and may be amended or replaced by a vote of the Board of Directors.
6. HRB may be dissolved by an affirmative vote of two-thirds (2/3) of the full membership or a unanimous vote of the Board of Directors. Upon dissolution, any HRB assets remaining after payment of all debts shall be contributed to similar non-profit, artistic organizations as determined by the Board of Directors.

[illegible]

Name _____

Name _____

Name _____

Name _____

Name _____

Name _____

Name _____

Name _____

Name _____

Name

President

Vice President 1990

Treasurer _____

**The City of Tomball
Hotel Occupancy Tax Grant Application
Other Required Documentation
3. Financial Records
Houston Repertoire Ballet – *The Nutcracker***

Please see the attached 990

HRB's fiscal year mirrors our season and runs August 1 – July 31.
Attached please find a copy of HRB's most recent 990.

HRB does not conduct an independent audit of financial records.
HRB does not receive any government money that would require an audit/
Additionally HRB does not have any bank loans or lines of credit.

Paul Aaronson, CPA
14825 St Mary's Lane, Ste 118
Houston, TX 77079

Houston Repertoire Ballet
8515 Jackrabbit Road, Suite F
Houston, TX 77095
III.III...III.III.III.III.III.III

Forms 990 / 990-EZ Return Summary

For calendar year 2014, or tax year beginning

08/01/14, and ending 07/31/15

76-0479345

Houston Repertoire Ballet

Net Asset / Fund Balance at Beginning of Year

84,555

Revenue

Contributions	27,562
Program service revenue	92,949
Investment income	18
Capital gain / loss	
Fundraising / Gaming:	
Gross revenue	5,063
Direct expenses	3,218

Net income	1,845
Other income	7,739
Total revenue	130,113

Expenses

Program services	
Management and general	
Fundraising	
Total expenses	145,778
Excess / (deficit)	15,665

Changes

Net Asset / Fund Balance at End of Year

68,890

Reconciliation of Revenue

Total revenue per financial statements

Less:

Unrealized gains
Donated services
Recoveries
Other

Plus:

Investment expenses
Other

Total revenue per return

Reconciliation of Expenses

Total expenses per financial statements

Less:

Donated services
Prior year adjustments
Losses
Other

Plus:

Investment expenses
Other

Total expenses per return

Balance Sheet

	Beginning	Ending Differences
Assets	84,555	68,890
Liabilities		
Net assets	84,555	68,890 -15,665

Miscellaneous Information

Amended return

Return / extended due date 03/15/16

Failure to file penalty

Form **8879-EO****IRS e-file Signature Authorization for an Exempt Organization**

OMB No. 1545-1878

For calendar year 2014, or fiscal year beginning..... © 2014, and ending..... 1. /, ^%,
▶ Do not send to the IRS. Keep for your records.

15

2014Department of the
Treasury

Name of exempt organization

Houston Repertoire Ballet

Employer identification number

76-0479345

Name and title of officer **Kristin Knipp**
President**Part I Type of Return and Return Information (Whole Dollars Only)**

Check the box for the return for which you are using this Form 8879-EO and enter the applicable amount, if any, from the return. If you check the box on line 1a, 2a, 3a, 4a, or 5a, below, and the amount on that line for the return being filed with this form was blank, then leave line 1b, 2b, 3b, 4b, or 5b, whichever is applicable, blank (do not enter -0-). But, if you entered -0- on the return, then enter -0- on the applicable line below. Do not complete more than 1 line in Part I.

1a Form 990 check here ▶ ☐ b Total revenue, if any (Form 990, Part VIII, column (A), line 12)

1b ____

2a Form 990-EZ check here ▶ ☐ b Total revenue, if any (Form 990-EZ, line 9)

2b ____

130,113

3a Form 1120-POL check here ▶ ☐ b Total tax (Form 1120-POL, line 22)

3b ____

4a Form 990-PF check here ▶ ☐ b Tax based on investment income (Form 990-PF, Part VI, line 5)

4b ____

5a Form 8868 check here ▶ ☒ b Balance Due (Form 8868, Part I, line 3c or Part II, line 8c)

5b ____

Part II Declaration and Signature Authorization of Officer

Under penalties of perjury, I declare that I am an officer of the above organization and that I have examined a copy of the organization's 2014 electronic return and accompanying schedules and statements and to the best of my knowledge and belief, they are true, correct, and complete. I further declare that the amount in Part I above is the amount shown on the copy of the organization's electronic return. I consent to allow my intermediate service provider, transmitter, or electronic return originator (ERO) to send the organization's return to the IRS and to receive from the IRS (a) an acknowledgement of receipt or reason for rejection of the transmission, (b) the reason for any delay in processing the return or refund, and (c) the date of any refund. If applicable, I authorize the U.S. Treasury and its designated Financial Agent to initiate an electronic funds withdrawal (direct debit) entry to the financial institution account indicated in the tax preparation software for payment of the organization's federal taxes owed on this return, and the financial institution to debit the entry to this account. To revoke a payment, I must contact the U.S. Treasury Financial Agent at 1-888-353-4537 no later than 2 business days prior to the payment (settlement) date. I also authorize the financial institutions involved in the processing of the electronic payment of taxes to receive confidential information necessary to answer inquiries and resolve issues related to the payment I have selected a personal identification number (PIN) as my signature for the organization's electronic return and, if applicable, the organization's consent to electronic funds withdrawal.

Officer's PIN: check one box only

I authorize Paul Aaronson, CPA

to enter my PIN

79345

as my signature

~~Enter five numbers, but~~

do not enter all zeros

on the organization's tax year 2014 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I also authorize the aforementioned ERO to enter my PIN on the return's disclosure consent screen.

☐ As an officer of the organization, I will enter my PIN as my signature on the organization's tax year 2014 electronically filed return. If I have indicated within this return that a copy of the return is being filed with a state agency(ies) regulating charities as part of the IRS Fed/State program, I will enter my PIN on the return's disclosure consent screen.

Officer's signature 12/28/15**Part III Certification and Authentication**

ERO's EFIN/PIN. Enter your six-digit electronic filing identification number (EFIN) followed by your five-digit self-selected PIN.

I 76899947265

do not enter all zeros

I certify that the above numeric entry is my PIN, which is my signature on the 2014 electronically filed return for the organization indicated above. I confirm that I am submitting this return in accordance with the requirements of Pub. 4163, Modernized e-File (MeF) Information for Authorized IRS e-file Providers for Business Returns.

ercs signature ▶ Paul Aaronson ^ > 01/13/16

ERO Must Retain This Form—See Instructions
Do Not Submit This Form To the IRS Unless Requested To Do

For Paperwork Reduction Act Notice, see back of form.

Form **8879-EO** (2014)

Form **990-EZ**

Short Form
Return of Organization Exempt From Income Tax
 Under section 501(c), 527, or 4947(a)(1) of the Internal Revenue Code (except private foundations)

OMB No. 1545-1150

2014**Open to Public Inspection**Department of the Treasury
Internal Revenue Service

Do not enter social security numbers on this form as it may be made

public. Information about Form 990-EZ and its instructions is at

A For the 2014 calendar year, or tax year beginning 08/01/14, and ending 07/31/15

B Check if applicable: Address change Name change Initial return Final return/terminated Amended return Application pending	C Name of organization <u>Houston Repertoire Ballet</u>		D Employer identification number <u>76-0479345</u>
	Number and street (or P.O. box, if mail is not delivered to street address) <u>8515 Jackrabbit Road, Suite F</u>		E Telephone number <u>281-940-4721</u>
	Room/suite		F Group Exemption Number
	City or town, state or province, country, and ZIP or foreign postal code <u>Houston TX 77095</u>		

G Accounting Method: <u>IX</u> Cash <u>I</u> Accrual Other (specify) <u>></u>	H Check <u>X</u> if the organization is not required to attach Schedule B (Form 990, 990-EZ, or 990-PF).
I website: <u>HRBDance.org</u>	
J Tax-exempt status (check only one) — <u>I</u> X 501(c)(3) 1501(c)(1) (insert no.) 14947(a)(1) or <u>I</u> I 527	

K Form of organization: Corporation I Other

L Add lines 5b, 6c, and 7b to line 9 to determine gross receipts. If gross receipts are \$200,000 or more, or if total assets (Part I, column (B) below) are \$500,000 or more, file Form 990 instead of Form 990-EZ \$ 143,739

Part I Revenue, Expenses, and Changes in Net Assets or Fund Balances (see the instructions for Part I)

1	Contributions, gifts, grants, and similar amounts received	1	27,562
2	Program service revenue including government fees and contracts	2	62,519
3	Membership dues and assessments <u>See Statement</u>	3	30,430
4	Investment income	4	18
5a	Gross amount from sale of assets other than inventory	5a	
b	Less: cost or other basis and sales expenses	5b	
c	Gain or (loss) from sale of assets other than inventory (Subtract line 5b from line 5a)	5c	
6	Gaming and fundraising events		
a	Gross income from gaming (attach Schedule G if greater than \$15,000)	6a	
b	Gross income from fundraising events (not including \$ of contributions from fundraising events reported on line 1) (attach Schedule G if the sum of such gross income and contributions exceeds \$15,000)	6b	5,063
c	Less: direct expenses from gaming and fundraising events	6c	3,218
d	Net income or (loss) from gaming and fundraising events (add lines 6a and 6b and subtract line 6c)	6d	1,845
7a	Gross sales of inventory, less returns and allowances	7a	18,147
b	Less: cost of goods sold	7b	10,408
c	Gross profit or (loss) from sales of inventory (Subtract line 7b from line 7a)	7c	7,739
8	Other revenue (describe in Schedule O)	8	
9	Total revenue. Add lines 1, 2, 3, 4, 5c, 6d, 7c, and 8	9	130,113
10	Grants and similar amounts paid (list in Schedule O)	10	7,575
11	Benefits paid to or for members	11	
12	Salaries, other compensation, and employee benefits	12	
13	Professional fees and other payments to independent contractors	13	18,442
14	Occupancy, rent, utilities, and maintenance	14	14,714
15	Printing, publications, postage, and shipping	15	
16	Other expenses (describe in Schedule O)	16	105,047
17	Total expenses. Add lines 10 through 16	17	145,778
18	Excess or (deficit) for the year (Subtract line 17 from line 9)	18	-15,665
19	Net assets or fund balances at beginning of year (from line 27, column (A)) (must agree with end-of-year figure reported on prior year's return)	19	84,555
20	Other changes in net assets or fund balances (explain in Schedule O)	20	
21	Net assets or fund balances at end of year. Combine lines 18 through 20	21	68,890

For Paperwork Reduction Act Notice, see the separate instructions.

Form **990-EZ** (2014)

Part II Balance Sheets (see the instructions for Part II)

SL

	(A) Beginning of year		(B) End of year
22 Cash, savings, and investments	78,123	22	63,194
23 Land and buildings	0	23	
24 Other assets (describe in Schedule O)	6,432	24	5,696
25 Total assets	84,555	25	68,890
26 Total liabilities (describe in Schedule O)	0	26	0
27 Net assets or fund balances (line 27 of column (B) must agree with line 21)	84,555	27	68,890

Part III Statement of Program Service Accomplishments (see the instructions for Part III)Check if the organization used Schedule O to respond to any question in this Part **III** ☒ **X**

What is the organization's primary exempt purpose? See Schedule O

Describe the organization's program service accomplishments for each of its three largest program services, as measured by expenses. In a clear and concise manner, describe the services provided, the number of persons benefited, and other relevant information for each program title.

Expenses
(Required for section 501(c)(3) and 501(c)(4) organizations; optional for others.)

28 Nutcracker 2014 - Classical ballet performance brought to more than 2900 ticket purchasers as a public demonstration of dancer skills and education in the arts. (Grants \$ 7,575) If this amount includes foreign grants, check here ☐ > 1	28a	77,258
29 Spring performance 2015 - Demonstration of classical ballet dance technique brought to more than 700 ticket purchasers; provided performance level experience for dancers wishing to pursue a dance career. (Grants \$) If this amount includes foreign grants, check here ☐ > 1	29a	24,345
30 See Schedule O (Grants \$) If this amount includes foreign grants, check here ☐ > 1	30a	4,348
31 Other program services (describe in Schedule O) (Grants \$) If this amount includes foreign grants, check here ☐ > 1	31a	736
32 Total program service expenses (add lines 28a through 31a)	32	106,687

Part IVList of Officers, Directors, Trustees, and Key Employees (list each one even if not compensated—see the instructions for Part IV) ☐ Check if the organization used Schedule O to respond to any question in this Part IV ☐ **II**

(a) Name and title	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC) (if not paid, enter 0)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
Kristin Knipp President	5.00	0	0	0
Julie Hacker Vice President	2.00	0	0	0
Laurie Cermak Treasurer	5.00	0	0	0
Victoria Vittum Artistic Director	5.00	6,500	0	0
Barbara Legault Ballet Mistress	5.00	8,320	0	0
Gilbert Rome Emeritus	0.00	0	0	0
Mimi Lovato Office Manager	10.00	0	0	0
Cari Benigus Secretary	2.00	0	0	0
Tina Pidgeon At Large	5.00	0	0	0
Alexa Aldridge PR	5.00	0	0	0
Jason Benigus Production	5.00	0	0	0
Susan Davila Volunteers	5.00	0	0	0

Part II Balance Sheets (see the instructions for Part II)

2

	(A) Beginning of year	(B) End of year	
22 Cash, savings, and investments	0	22	
23 Land and buildings	0	23	
24 Other assets (describe in Schedule O)	0	24	
25 Total assets	0	25	0
26 Total liabilities (describe in Schedule O)	0	26	0
27 Net assets or fund balances (line 27 of column (B) must agree with line 21)	0	27	0

Check if the organization used Schedule O to respond to any question in this Part III ☐

Expenses

(Required for section 501(c)(3) and 501 (c)(4) organizations; optional for others.)

28

If this amount includes foreign grants, check here..... > ~

28a

29

) If this amount includes foreign grants, check here..... ► fH

29a

30

) If this amount includes foreign grants! check here.....▶

30a

31 Other program services (describe in Schedule O)

01 Other program services (describe in Part 1) _____ (Grants \$ _____) If this amount includes foreign grants, check here _____

31a

32 Total program service expenses (add lines 28a through 31a)

32

Part IV List of Officers, Directors, Trustees, and Key Employees (list each one even if not compensated—see the instructions for Part IV)

[illegible]

Part V

Other Information (Note the Schedule A and personal benefit contract statement requirements in the , —> instructions for Part V) Check if the organization used Schedule O to respond to any question in this Part V L

Yes No

33 Did the organization engage in any significant activity not previously reported to the IRS? If "Yes," provide a detailed description of each activity in Schedule O 33

34 Were any significant changes made to the organizing or governing documents? If "Yes," attach a conformed copy of the amended documents if they reflect a change to the organization's name. Otherwise, explain the change on Schedule O (see instructions) 34

35a Did the organization have unrelated business gross income of \$1,000 or more during the year from business activities (such as those reported on lines 2, 6a, and 7a, among others)? 35a

b If "Yes," to line 35a, has the organization filed a Form 990-T for the year? If "No," provide an explanation in Schedule O 35b

c Was the organization a section 501(c)(4), 501(c)(5), or 501(c)(6) organization subject to section 6033(e) notice, reporting, and proxy tax requirements during the year? If "Yes," complete Schedule C, Part III 35c

36 Did the organization undergo a liquidation, dissolution, termination, or significant disposition of net assets during the year? If "Yes," complete applicable parts of Schedule N 36

7 Enter amount of political expenditures, direct or indirect, as described in the instructions ▶ | 37a | _____

a Did the organization file Form 112Q-POL for this year? 37b

b Did the organization borrow from, or make any loans to, any officer, director, trustee, or key employee or were 38a

3 If "Yes," complete Schedule L, Part II and enter the total amount involved

a Section 501(c)(7) organizations. Enter:

Initiation fees and capital contributions included on line 9

b Gross receipts, included on line 9, for public use of club facilities

39 Section 501(c)(3) organizations. Enter amount of tax imposed on the organization during the year under:

section 4911 ▶ _____; section 4912 ▶ _____; section 4955 ▶ _____

Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Did the organization engage in any section 4958

excess benefit transaction during the year, or did it engage in an excess benefit transaction in a prior year

that has not been reported on any of its prior Forms 990 or 990-EZ? If "Yes," complete Schedule L, Part I 40b

Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax imposed

on organization managers or disqualified persons during the year under sections 4912,

4955, and 4958..... ▶ _____

Section 501(c)(3), 501(c)(4), and 501(c)(29) organizations. Enter amount of tax on line

40c reimbursed by the organization ▶ _____

All organizations. At any time during the tax year, was the organization a party to a prohibited tax shelter

transaction? If "Yes," complete Form 8886-T 40e

4 List the states with which a copy of this return is filed ▶ None

1 The organization's books are in care of ▶ Laurie Cermak Telephone no. ▶

8515 Jackrabbit Road, Suite F

Located at ▶ Houston

TX ZIP+ 4 ▶

281-940-4721

77095

b At any time during the calendar year, did the organization have an interest in or a signature or other authority over a financial account in a foreign country (such as a bank account, securities account, or other financial account)?	42b	Yes	No
If "Yes," enter the name of the foreign country: ▶			X
See the instructions for exceptions and filing requirements for FinCEN Form 114, Report of Foreign Bank and Financial Accounts (FBAR). c At any time during the calendar year, did the organization maintain an office outside the U.S.?	42c		X
If "Yes," enter the name of the foreign country: ▶			
43 Section 4947(a)(1) nonexempt charitable trusts filing Form 990-EZ in lieu of Form 1041 —Check here and enter the amount of tax-exempt interest received or accrued during the tax year ▶ 43			
		Yes	No
44a Did the organization maintain any donor advised funds during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44a		X
b Did the organization operate one or more hospital facilities during the year? If "Yes," Form 990 must be completed instead of Form 990-EZ	44b		X
c Did the organization receive any payments for indoor tanning services during the year?	44c		X
d If "Yes" to line 44c, has the organization filed a Form 720 to report these payments? If "No," provide an explanation in Schedule O	44d		
45a Did the organization have a controlled entity within the meaning of section 512(b)(13)?	45a		X
b Did the organization receive any payment from or engage in any transaction with a controlled entity within the meaning of section 512(b)(13)? If "Yes," Form 990 and Schedule R may need to be completed instead of	45b		X

46 Did the organization engage, directly or indirectly, in political campaign activities on behalf of or in opposition to candidates for public office? If "Yes," complete Schedule C, Part I

	Yes	No
46		X

Part VI Section 501(c)(3) organizations only

All section 501(c)(3) organizations must answer questions 47-49b and 52, and complete the tables for lines 50 and 51.

Check if the organization used Schedule O to respond to any question in this Part VI

	Yes	No
47 Did the organization engage in lobbying activities or have a section 501(h) election in effect during the tax year? If "Yes," complete Schedule C, Part II	47	X
48 Is the organization a school as described in section 170(b)(1)(A)(ii)? If "Yes," complete Schedule E	48	X
49a Did the organization make any transfers to an exempt non-charitable related organization?	49a	X
b If "Yes," was the related organization a section 527 organization?	49b	

SO Complete this table for the organization's five highest compensated employees (other than officers, directors, trustees and key employees) who each received more than \$100,000 of compensation from the organization. If there is none, enter "None."

(a) Name and title of each employee	(b) Average hours per week devoted to position	(c) Reportable compensation (Forms W-2/1099-MISC)	(d) Health benefits, contributions to employee benefit plans, and deferred compensation	(e) Estimated amount of other compensation
None				

f Total number of other employees paid over \$100,000

51 Complete this table for the organization's five highest compensated independent contractors who each received more than

(a) Name and business address of each independent contractor	(b) Type of service	(c) Compensation
None		

d Total number of other independent contractors each receiving over \$100,000

52 Did the organization complete Schedule A? Note. All section 501(c)(3) organizations must attach a completed Schedule A

X Yes I No

Under penalties of perjury, I declare that I have examined this return, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct, and complete. Declaration of preparer (other than officer) is based on all information of which preparer has any knowledge.

Sig

Signature of officer

n

Kristin Knipp

President

Type or print name and title

Paid Preparer Use Only	Print/Type preparer's name	Preparer's signature	Date	Check [X] if	PTIN
	Rexil Aaronson	Paul Aaronson			P00399118
	Firm's name	Firm's EIN			
	Firm's address			Phone no	
	Paul Aaronson, CPA			76-0689782	
	14825 St Mary's Lane, Ste 118 Houston, TX 77079			281-597-1855	

May the IRS discuss this return with the preparer shown above? See instructions.

Form 990-EZ (2014)

SCHEDULE A
(Form 990 or 990-EZ)

Department of the
Treasury Internal Revenue
Name of the organization

Public Charity Status and Public Support
Complete if the organization is a section 501(c)(3) organization or a
section
4947(a)(1) nonexempt charitable trust
➤ Attach to Form 990 or Form 990-EZ.

OMB No. 1545-0047

2014

Open to Public
Inspection

Houston Repertoire Ballet

Employer identification number
76-0479345

Part I Reason for Public Charity Status (All organizations must complete this part.) See instructions.

The organization is not a private foundation because it is: (For lines 1 through 11, check only one box.)

- 1 ☐ A church, convention of churches, or association of churches described in **section 170(b)(1)(A)(i).**
- 2 ☐ A school described in **section 170(b)(1)(A)(ii).** (Attach Schedule E.)
- 3 ☐ A hospital or a cooperative hospital service organization described in **section 170(b)(1)(A)(iii).**
- 4 ☐ A medical research organization operated in conjunction with a hospital described in **section 170(b)(1)(A)(iii).** Enter the hospital's name, city, and state: _____
- 5 ☐ An organization operated for the benefit of a college or university owned or operated by a governmental unit described in **section 170(b)(1)(A)(iv).** (Complete Part II.)
- A federal, state, or local government or governmental unit described in **section 170(b)(1)(A)(v).**
- An organization that normally receives a substantial part of its support from a governmental unit or from the general public described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- A community trust described in **section 170(b)(1)(A)(vi).** (Complete Part II.)
- An organization that normally receives: (1) more than 33 1/3% of its support from contributions, membership fees, and gross receipts from activities related to its exempt functions—subject to certain exceptions, and (2) no more than 33 1/3% of its support from gross investment income and unrelated business taxable income (less section 511 tax) from businesses acquired by the organization after June 30, 1975. See **section 509(a)(2).** (Complete Part III.)
- 10 ☐ An organization organized and operated exclusively to test for public safety. See **section 509(a)(4).**
- 11 ☐ An organization organized and operated exclusively for the benefit of, to perform the functions of, or to carry out the purposes of one or more publicly supported organizations described in **section 509(a)(1)** or **section 509(a)(2).** See **section 509(a)(3).** Check the box in lines 11a through 11d that describes the type of supporting organization and complete lines 11e, 11f, and 11g.
- ☐ **Type I.** A supporting organization operated, supervised, or controlled by its supported organization(s), typically by giving the supported organization(s) the power to regularly appoint or elect a majority of the directors or trustees of the supporting organization. **You must complete Part IV, Sections A and B.**
- ☐ **Type II.** A supporting organization supervised or controlled in connection with its supported organization(s), by having control or management of the supporting organization vested in the same persons that control or manage the supported organization(s). **You must complete Part IV, Sections A and C.**
- ☐ **Type III functionally integrated.** A supporting organization operated in connection with, and functionally integrated with, its supported organization(s) (see instructions). **You must complete Part IV, Sections A, D, and E.**
- ☐ **Type III non-functionally integrated.** A supporting organization operated in connection with its supported organization(s) that is not functionally integrated. The organization generally must satisfy a distribution requirement and an attentiveness requirement (see instructions). **You must complete Part IV, Sections A and D, and Part V.**
- ☐ Check this box if the organization received a written determination from the IRS that it is a Type I, Type II, Type III functionally integrated, or Type III non-functionally integrated supporting organization.

Enter the number of supported organizations

Provide the following information about the supported organization(s).

UH3

(i) Name of supported	(ii) EIN	(iii) Type of organization (described on lines 1-9 above or IRC section (see instructions))	(iv) Is the organization listed in your governing		(v) Amount of monetary support (see instructions)	(vi) Amount of other support (see instructions)
			Yes	No		
(A)						
(B)						
(D)						

Part II Support Schedule for Organizations Described in Sections 170(b)(1)(A)(iv) and 170(b)(1)(A)(vi)

(Complete only if you checked the box on line 5, 7, or 8 of Part I or if the organization failed to qualify under Part III. If the organization fails to qualify under the tests listed below, please complete Part III.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")						
2 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
3 The value of services or facilities furnished by a governmental unit to the organization without charge						
4 Total. Add lines 1 through 3						
5 The portion of total contributions by each person (other than a governmental unit or publicly supported organization) included on line 1 that exceeds 2% of the amount shown on line 11, column (f)						
6 Public support. Subtract line 5 from line 4.						

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
Amounts from line 4						
Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources						
Net income from unrelated business activities, whether or not the business is regularly earned on						
1 Other income. Do not include gain or loss from the sale of capital assets (Explain in Part VI.)						
10 Total support. Add lines 7 through 10						
11 (see instructions)						

1 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3) organization, check this box and stop here

±n

Section C. Computation of Public Support Percentage

- 14 Public support percentage for 2014 (line 6, column (f) divided by line 11, column (f)) 14 %
- 15 Public support percentage from 2013 Schedule A, Part II, line 14 15
- 16a 33 1/3% support test—2014. If the organization did not check the box on line 13, and line 14 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization
- b 33 1/3% support test—2013. If the organization did not check a box on line 13 or 16a, and line 15 is 33 1/3% or more, check this box and stop here. The organization qualifies as a publicly supported organization
- 17a 10%-facts-and-circumstances test—2014. If the organization did not check a box on line 13, 16a, or 16b, and line 14 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization
- b 10%-facts-and-circumstances test—2013. If the organization did not check a box on line 13, 16a, 16b, or 17a, and line 15 is 10% or more, and if the organization meets the "facts-and-circumstances" test, check this box and stop here. Explain in Part VI how the organization meets the "facts-and-circumstances" test. The organization qualifies as a publicly supported organization
- 18 Private foundation. If the organization did not check a box on line 13, 16a, 16b, 17a, or 17b, check this box and see instructions

Part III Support Schedule for Organizations Described in Section 509(a)(2)

(Complete only if you checked the box on line 9 of Part I or if the organization failed to qualify under Part II.)

If the organization fails to qualify under the tests listed below, please complete Part II.)

Section A. Public Support

Calendar year (or fiscal year beginning in) ▶	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
1 Gifts, grants, contributions, and membership fees received. (Do not include any "unusual grants.")	31,033	23,934	22,499	40,812	27,562	145,840
2 Gross receipts from admissions, merchandise sold or services performed, or facilities furnished in any activity that is related to the organization's tax-exempt purpose	102,688	98,687	25,025	109,695	116,177	452,272
3 Gross receipts from activities that are not an unrelated trade or business under section 513						
4 Tax revenues levied for the organization's benefit and either paid to or expended on its behalf						
5 The value of services or facilities furnished by a governmental unit to the organization without charge						
6 Total. Add lines 1 through 5	133,721	122,621	47,524	150,507	143,739	598,112
7a Amounts included on lines 1, 2, and 3 received from disqualified persons						
b Amounts included on lines 2 and 3 received from other than disqualified persons that exceed the greater of \$5,000 or 1% of the amount on line 13 for the year c. Add lines 7a and 7b						
8 Public support. (Subtract line 7c from line 6.)						598,112

Section B. Total Support

Calendar year (or fiscal year beginning in) ▶ 9	(a) 2010	(b) 2011	(c) 2012	(d) 2013	(e) 2014	(f) Total
Amounts from line 6	133,721	122,621	47,524	150,507	143,739	598,112
10a Gross income from interest, dividends, payments received on securities loans, rents, royalties and income from similar sources	53	50	48	20	18	189
b Unrelated business taxable income (less section 511 taxes) from businesses acquired after June 30, 1975						
c Add lines 10a and 10b	53	50	48	20	18	189
11 Net income from unrelated business activities not included in line 10b, whether or not the business is regularly carried on						
12 Other income. Do not include gain or loss from the sale of capital assets. (Explain in Part VI.)						
13 Total support. (Add lines 9, 10c, 11, and 12.)	133,774	122,671	47,572	150,527	143,757	598,301

14 First five years. If the Form 990 is for the organization's first, second, third, fourth, or fifth tax year as a section 501(c)(3)

Section C. Computation of Public Support Percentage

15 Public support percentage for 2014 (line 8, column (f) divided by line 13, column (f))	15	99.97%
16 Public support percentage from 2013 Schedule A, Part III, line 15	16	99.97 %

Section D. Computation of Investment Income Percentage

17 Investment income percentage for 2014 (line 10c, column (f) divided by line 13, column (f))	17	
17 Investment income percentage from 2013 Schedule A, Part III, line 17	18	%
19 33 1/3% support tests—2014. If the organization did not check the box on line 14, and line 15 is more than 33 1/3%, and line 17 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization		▶ [X]
33 1/3% support tests—2013. If the organization did not check a box on line 14 or line 19a, and line 16 is more than 33 1/3%, and line 18 is not more than 33 1/3%, check this box and stop here. The organization qualifies as a publicly supported organization		▶
20 Private foundation. If the organization did not check a box on line 14, 19a, or 19b, check this box and see instructions		▶

Part IV Supporting Organizations

(Complete only if you checked a box on line 11 of Part I. If you checked 11a of Part I, complete Sections A and B. If you checked 11b of Part I, complete Sections A and C. If you checked 11c of Part I, complete Sections A, D, and E. If you checked 11d of Part I, complete Sections A and D, and complete Part V.)

Section A. All Supporting Organizations

1 Are all of the organization's supported organizations listed by name in the organization's governing documents? If "No," describe in **Part VI** how the supported organizations are designated. If designated by class or purpose, describe the designation. If historic and continuing relationship, explain.

2 Did the organization have any supported organization that does not have an IRS determination of status under section 509(a)(1) or (2)? If "Yes," explain in **Part VI** how the organization determined that the supported organization was described in section 509(a)(1) or (2).

3a Did the organization have a supported organization described in section 501(c)(4), (5), or (6)? If "Yes," answer (b) and (c) below.

b Did the organization confirm that each supported organization qualified under section 501(c)(4), (5), or (6) and satisfied the public support tests under section 509(a)(2)? If "Yes," describe in **Part VI** when and how the organization made the determination.

c Did the organization ensure that all support to such organizations was used exclusively for section 170(c)(2)(B) purposes? If "Yes," explain in **Part VI** what controls the organization put in place to ensure such use.

4a Was any supported organization not organized in the United States ("foreign supported organization")? If "Yes" and if you checked 11a or 11b in Part I, answer (b) and (c) below.

b Did the organization have ultimate control and discretion in deciding whether to make grants to the foreign supported organization? If "Yes," describe in **Part VI** how the organization had such control and discretion despite being controlled or supervised by or in connection with its supported organizations.

c Did the organization support any foreign supported organization that does not have an IRS determination under sections 501(c)(3) and 509(a)(1) or (2)? If "Yes," explain in **Part VI** what controls the organization used to ensure that all support to the foreign supported organization was used exclusively for section 170(c)(2)(B) purposes.

5a Did the organization add, substitute, or remove any supported organizations during the tax year? If "Yes," answer (b) and (c) below (if applicable). Also, provide detail in **Part VI**, including (i) the names and EIN numbers of the supported organizations added, substituted, or removed, (ii) the reasons for each such action, (iii) the authority under the organization's organizing document authorizing such action, and (iv) how the action was accomplished (such as by amendment to the organizing document).

b **Type I or Type II only.** Was any added or substituted supported organization part of a class already designated in the organization's organizing document?

c **Substitutions only.** Was the substitution the result of an event beyond the organization's control?

6 Did the organization provide support (whether in the form of grants or the provision of services or facilities) to anyone other than (a) its supported organizations; (b) individuals that are part of the charitable class benefited by one or more of its supported organizations; or (c) other supporting organizations that also support or benefit one or more of the filing organization's supported organizations? If "Yes," provide detail in **Part VI**.

7 Did the organization provide a grant, loan, compensation, or other similar payment to a substantial contributor (defined in IRC 4958(c)(3)(C)), a family member of a substantial contributor, or a 35-percent controlled entity with regard to a substantial contributor? If "Yes," complete Part I of Schedule L (Form 990).

8 Did the organization make a loan to a disqualified person (as defined in section 4958) not described in line 7? If "Yes," complete Part I of Schedule L (Form 990).

9a Was the organization controlled directly or indirectly at any time during the tax year by one or more disqualified persons as defined in section 4946 (other than foundation managers and organizations described in section 509(a)(1) or (2))? If "Yes," provide detail in **Part VI**.

b Did one or more disqualified persons (as defined in line 9(a)) hold a controlling interest in any entity in which the supporting organization had an interest? If "Yes," provide detail in **Part VI**.

c Did a disqualified person (as defined in line 9(a)) have an ownership interest in, or derive any personal benefit from, assets in which the supporting organization also had an interest? If "Yes," provide detail in **Part VI**.

10a Was the organization subject to the excess business holdings rules of IRC 4943 because of IRC 4943(f) (regarding certain Type II supporting organizations, and all Type III non-functionally integrated supporting organizations)? If "Yes," answer (b) below.

b Did the organization have any excess business holdings in the tax year? (Use Schedule C, Form 4720, to determine whether the organization had excess business holdings.)

	Yes	No
1		
2		
3a		
3b		
3c		
4a		
4b		
4c		
5a		
5b		
5c		
6		
7		
8		
9a		
9b		
9c		
10a		
10b		

Part IV Supporting Organizations (continued)

	Yes	No
11 Has the organization accepted a gift or contribution from any of the following persons? a A person who directly or indirectly controls, either alone or together with persons described in (b) and (c)		
11a below, the governing body of a supported organization? b A family member of a person described in (a) above?		
11b c A 35% controlled entity of a person described in (a) or (b) above? If "Yes" to a, b, or c, provide detail in Part VI.		
11c		

Section B. Type I Supporting Organizations

	Yes	No
1 Did the directors, trustees, or membership of one or more supported organizations have the power to regularly appoint or elect at least a majority of the organization's directors or trustees at all times during the tax year? If "No," describe in Part VI how the supported organization(s) effectively operated, supervised, or controlled the organization's activities. If the organization had more than one supported organization, describe how the powers to appoint and/or remove directors or trustees were allocated among the supported organizations and what conditions or restrictions, if any, applied to such powers during the tax year.		
2 Did the organization operate for the benefit of any supported organization other than the supported organization(s) that operated, supervised, or controlled the supporting organization? If "Yes," explain in Part VI how providing such benefit carried out the purposes of the supported organization(s) that operated, supervised, or controlled the supported organization.		

Section C. Type II Supporting Organizations

	Yes	No
1 Were a majority of the organization's directors or trustees during the tax year also a majority of the directors or trustees of each of the organization's supported organizations? If "No," describe in Part VI how control or management of the supporting organization was vested in the same persons that controlled or managed the supported organizations.		

Section D. All Type III Supporting Organizations

	Yes	No
1 Did the organization provide to each of its supported organizations, by the last day of the fifth month of the organization's tax year, (1) a written notice describing the type and amount of support provided during the prior tax year, (2) a copy of the Form 990 that was most recently filed as of the date of notification, and (3) copies of the organization's governing documents in effect on the date of notification, to the extent not previously provided?		
2 Were any of the organization's officers, directors, or trustees either (i) appointed or elected by the supported organization(s) or (ii) serving on the governing body of a supported organization? If "No," explain in Part VI how the organization maintained a close and continuous working relationship with the supported organization(s).		
3 By reason of the relationship described in (2), did the organization's supported organizations have a significant voice in the organization's investment policies and in directing the use of the organization's income or assets at all times during the tax year? If "Yes," describe in Part VI the role the organization's supported organizations played in this regard.		

Section E. Type III Functionally-Integrated Supporting Organizations

- 1 Check the box next to the method that the organization used to satisfy the Integral Part Test during the year (see **Instructions**): **a** The organization satisfied the Activities Test. Complete **line 2** below. **b** The organization is the parent of each of its supported organizations. Complete **line 3** below. **c** The organization supported a governmental entity. Describe in Part VI how you supported a government entity (see instructions).

	Yes	No
2 Activities Test. Answer (a) and (b) below.		
a Did substantially all of the organization's activities during the tax year directly further the exempt purposes of the supported organization(s) to which the organization was responsive? If "Yes," then in Part VI identify those supported organizations and explain how these activities directly furthered their exempt purposes, how the organization was responsive to those supported organizations, and how the organization determined that these activities constituted substantially all of its activities.		
b Did the activities described in (a) constitute activities that, but for the organization's involvement, one or more of the organization's supported organization(s) would have been engaged in? If "Yes," explain in Part VI the reasons for the organization's position that its supported organization(s) would have engaged in these activities but for the organization's involvement.		
3 Parent of Supported Organizations. Answer (a) and (b) below.		
a Did the organization have the power to regularly appoint or elect a majority of the officers, directors, or trustees of each of the supported organizations? Provide details in Part VI.		
b Did the organization exercise a substantial degree of direction over the policies, programs, and activities of each of its supported organizations? If "Yes," describe in Part VI the role played by the organization in this regard.		

Part V Type 111 Non-Functionally Integrated 509(a)(3) Supporting Organizations

1 Check here if the organization satisfied the Integral Part Test as a qualifying trust on Nov. 20, 1970. See instructions. All

Section A - Adjusted Net Income		(A) Prior Year	(B) Current Year (optional)
1 Net short-term capital gain	1		
2 Recoveries of prior-year distributions	2		
3 Other gross income (see instructions)	3		
4 Add lines 1 through 3	4		
5 Depreciation and depletion	5		
6 Portion of operating expenses paid or incurred for production or collection of gross income or for management, conservation, or maintenance of property held for production of income (see instructions)	6		
7 Other expenses (see instructions)	7		
8 Adjusted Net Income (subtract lines 5, 6 and 7 from line 4)	8		
Section B - Minimum Asset Amount		(A) Prior Year	(B) Current Year (optional)
1 Aggregate fair market value of all non-exempt-use assets (see instructions for short tax year or assets held for part of year):			
a Average monthly value of securities	1a		
b Average monthly cash balances	1b		
c Fair market value of other non-exempt-use assets	1c		
d Total (add lines 1a, 1b, and 1c)	1d		
e Discount claimed for blockage or other factors (explain in detail in Part VI):			
2 Acquisition indebtedness applicable to non-exempt-use assets	2		
3 Subtract line 2 from line 1d	3		
4 Cash deemed held for exempt use. Enter 1-1/2% of line 3 (for greater amount, see instructions).	4		
5 Net value of non-exempt-use assets (subtract line 4 from line 3)	5		
6 Multiply line 5 by .035	6		
7 Recoveries of prior-year distributions	7		
8 Minimum Asset Amount (add line 7 to line 6)	8		
Section C - Distributable Amount			Current Year
1 Adjusted net income for prior year (from Section A, line 8, Column A)	1		
2 Enter 85% of line 1	2		
3 Minimum asset amount for prior year (from Section B, line 8, Column A)	3		
4 Enter greater of line 2 or line 3	4		
5 Income tax imposed in prior year	5		
6 Distributable Amount Subtract line 5 from line 4, unless subject to emergency temporary reduction (see instructions)	6		

instructions).

Part V Type III Non-Functionally Integrated 509(a)(3) Supporting Organizations (continued)

Section D - Distributions			Current Year
1 Amounts paid to supported organizations to accomplish exempt purposes			
2 Amounts paid to perform activity that directly furthers exempt purposes of supported organizations, in excess of income from activity			
3 Administrative expenses paid to accomplish exempt purposes of supported organizations			
4 Amounts paid to acquire exempt-use assets			
5 Qualified set-aside amounts (prior IRS approval required)			
6 Other distributions (describe in Part VI). See instructions.			
7 Total annual distributions. Add lines 1 through 6.			
8 Distributions to attentive supported organizations to which the organization is responsive (provide details in Part VI). See instructions.			
9 Distributable amount for 2014 from Section C, line 6			
10 Line 8 amount divided by Line 9 amount			
Section E - Distribution Allocations (see instructions)	Excess Distributions ⁽⁰⁾	Underdistributions Pre-2014 ^(*)	Distributable Amount for 2014 ⁽⁻ⁱ⁾
1 Distributable amount for 2014 from Section C, line 6			
2 Underdistributions, if any, for years prior to 2014 (reasonable cause required-see instructions)			
3 Excess distributions carryover, if any, to 2014:			
a			
b			
c			
d			
e From 2013			
f Total of lines 3a through e			
g Applied to underdistributions of prior years			
h Applied to 2014 distributable amount			
i Carryover from 2009 not applied (see instructions)			
j Remainder. Subtract lines 3g, 3h, and 3i from 3f.			
4 Distributions for 2014 from Section D, line 7: \$			
a Applied to underdistributions of prior years			
b Applied to 2014 distributable amount			
c Remainder. Subtract lines 4a and 4b from 4.			
5 Remaining underdistributions for years prior to 2014, if any. Subtract lines 3g and 4a from line 2 (if amount greater than zero, see instructions).			
6 Remaining underdistributions for 2014. Subtract lines 3h and 4b from line 1 (if amount greater than zero, see instructions).			
7 Excess distributions carryover to 2015. Add lines 3j and 4c.			
8 Breakdown of line 7:			
a			
b			
c			
d Excess from 2013 ...			
e Excess from 2014 ...			

Part VI Supplemental Information. Provide the explanations required by Part II, line 10; Part II, line 17a or 17b; and Part III, line 12. Also complete this part for any additional information. (See instructions.)

Supplemental Information.....

The 2012 year (part III , column (c)) is a short year covering the period
from January 1, 2013 through July 31, 2013.....

SCHEDULE O
(Form 990 or 990-EZ)

Department of the Treasury
Internal Revenue Service
Name of the organization

Supplemental Information to Form 990 or 990-EZ
Complete to provide information for responses to specific questions on Form 990 or 990-EZ or to
provide any additional information.
▶ Attach to Form 990 or 990-EZ.
▶ Information about Schedule O (Form 990 or 990-EZ) and its instructions is at www.irs.gov/form990.

OMB No. 1545-0047

2014

Open to Public
Inspection

Houston Repertoire Ballet

Employer identification number
76-0479345

Form 990-EZ, Part I, Line 16- Other Expenses

Description.....Amount

Expenses

Spring Production	\$	22,145
Nutcracker Production	\$	56,279
Choreography project	\$	4,348
Advertising and Promotion	\$	8,940
Office	\$	1,069
Insurance	\$	4,249
Bank Charges	\$	49
Credit Card Fees	\$	2,673
Ticket Sales	\$	4,559
Non-investment Depreciation	\$	736
Total	\$	105,047

Form 990-EZ, Part II, Line 24 - Other Assets.....

Description

Be^f. of Year End of Year

	\$	7,356	\$	7,356
Less Accumulated Depreciation	\$	924	\$	1/660
.....Total \$		6,432		\$
.....		5,696		

Form 990-EZ, Part III - Primary l^empt Purpose

Houston Repertoire Ballet (HRB) is the premier junipr ballet company in

Northwest Houston providing professional quality performances in Tomball

and the surrounding areas. Our program attracts and develops some of the

Name of the organization
Houston Repertoire Ballet

Employer identification number
76-0479345

finest young dancers who pursue careers in professional ballet cpnipanies
across the country.

Form 990-EZ, Part III, Line 30 - Third Accomplishment.....
Choreography project 2015 - provided a venue for composing.. and. arranging
the movements, steps, and patterns of dancers that led to an event;
provided planning level experience for dancers wishing to pursue a career
in dance/choreography

Form 990-EZ, Part III, Line.. 31 - All Other Accomplishment.....
Depreciation on equipment used in performances

76-0479345

Federal Statements

Form 990-EZ General Footnote

<u>Description</u>
Fiscal Year Ending: July 31, 2015 76-0479345
Houston Repertoire Ballet 8515 Jackrabbit Road, Suite F Houston, TX 77095
Section 1.263(a)-1(f) De Minimis Safe Harbor Election
Under IRC Regulation 1.263 (a)-1(f) , the taxpayer hereby elects to apply the

Form **4562**Department of the Treasury Internal
Revenue Service (99)Depreciation and Amortization
(Including Information on Listed Property)► Attach to your tax return.
► Information about Form 4562 and its separate instructions is at www.irs.gov/form4562.

OMB No. 1545-0172

2014Attachment
Sequence No. 1 of 9

Name(s) shown on return

Houston Repertoire Ballet

Identifying number
76-0479345

Business or activity to which this form relates

Indirect Depreciation

Part I Election To Expense Certain Property Under Section 179

1	Maximum amount (see instructions)	1	500,000
2	Total cost of section 179 property placed in service (see instructions)	2	
3	Threshold cost of section 179 property before reduction in limitation (see instructions)	3	2,000,000
4	Reduction in limitation. Subtract line 3 from line 2. If zero or less, enter -0-	4	
5	Dollar limitation for tax year. Subtract line 4 from line 1. If zero or less, enter -0-. If married filing separately, see instructions	5	
6	(a) Description of property	(b) Cost (business use only)	(c) Elected cost
7	Listed property. Enter the amount from line 29	7	
8	Total elected cost of section 179 property. Add amounts in column (c), lines 6 and 7	8	
9	Tentative deduction. Enter the smaller of line 5 or line 8	9	
10	Carryover of disallowed deduction from line 13 of your 2013 Form 4562	10	
11	Business income limitation. Enter the smaller of business income (not less than zero) or line 5 (see instructions)	11	
12	Section 179 expense deduction. Add lines 9 and 10, but do not enter more than line 11	12	
13	Carryover of disallowed deduction to 2015. Add lines 9 and 10, less line 12	13	

Note: Do not use Part II or Part III below for listed property. Instead, use Part V.

Part II Special Depreciation Allowance and Other Depreciation (Do not include listed property.) See instructions.)

14	Special depreciation allowance for qualified property (other than listed property) placed in service during the tax year (see instructions)	14	
15	Property subject to section 168(f)(1) election	15	
16		16	736

Part III MACRS Depreciation (Do not include listed property.) (See instructions.)**Section A**

17 MACRS deductions for assets placed in service in tax years beginning before 2014.

17

18 If you are electing to group any assets placed in service during the tax year into one or more general asset accounts, check

Section B—Assets Placed in Service During 2014 Tax Year Using the General Depreciation System

(a) Classification of property	(b) Month and year placed in	(c) Basis for depreciation (business/investment use only—see instructions)	Recovery period	(e) Convention	(f) Method	(g) Depreciation deduction
19a 3-year property						
b 5-year property						
c 7-year property						
d 10-year property						
e 15-year property						
f 20-year property						
g 25-year property			25 yrs.		S/L	
			27.5 yrs.	MM	S/L	
h Residential rental property			27.5 yrs.	MM	S/L	
			39 yrs.	MM	S/L	
i Nonresidential real property				MM	S/L	

Section C—Assets Placed in Service During 2014 Tax Year Using the Alternative Depreciation System

20a Class life				S/L	
b 12-year			12 yrs.	S/L	
c 40-year			40 yrs.	MM	S/L

21	Listed property. Enter amount from line 28	21	
22	Total. Add amounts from line 12, lines 14 through 17, lines 19 and 20 in column (g), and line 21. Enter here and on the appropriate lines of your return. Partnerships and S corporations—see instructions	22	736
23	For assets shown above and placed in service during the current year, enter the portion of the basis attributable to section 263A costs	23	

For Paperwork Reduction Act Notice, see separate instructions.

There are no amounts for Page 2

Page 48 of 60

76-0479345 Federal Asset Report
Form 990, Page 1

Asset Description	Date In Service	Cost	Bus %	Sec 179 Bonus	Basis for Depr	PerConv Meth	Prior	Current
Other DeDreciation:								
1 Sewing Machine	4/15/13	609				10 MO S/L 10		
2 Lighting Equipment	5/01/13	6,747			609 6,747	MO S/L	81 843	61 675
Total Other Depreciation		7,356			7,356		924	736
Total ACRS and Other Depreciation		7,356			7,356		924	736
Grand Totals								
Less: Dispositions and Transfers Less:								
Start-up/Ore Expense		6 0 0			6 0 0		4 0 0	6 0 0
Net Grand Totals		7,356			7,356		924	736

76-0479345

TX Asset Report

Form 990, Page 1

Asset Description	Date In Service	Cost	Basis for Depr	TX Prior	TX Current	Federal Current	Difference Fed - TX
Other DeDreciation:							
1 Sewing Machine	4/15/13	609	609	81	61	61	0
2 Lighting Equipment	5/01/13	6,747	6,747	843	675	675	0
Total Other Depreciation		7,356	7,356	924	736	736	0
Total ACRS and Other Depreciation		7,356	7,356	924	736	736	0
Grand Totals		7,356	7,356	924	736	736	0
Less: Dispositions		0	0	0	0	0	0
Less: Start-up/Org Expense		0	0	0	0	0	0
Net Grand Totals		7,356	7,356	924	736	736	0

76-0479345

AMT Asset Report

Form 990, Page 1

Asset Description In Service	Date	Cost	Bus Sec % 179 Bonus	Basis for Depr	PerConv Meth	Prior	Current
Other DeDreciation:		0 0			0 HY 0 HY		
1 Sewing Machine 4/15/13				0		0	0
2 Lighting Equipment 5/01/13				0		0	0
Total Other Depreciation		0		0		0	0
Total ACRS and Other Depreciation		0		0		0	0
Grand Totals							
Less: Dispositions and Transfers		0		0		0	0
Net Grand Totals		0		0		0	0

76-0479345

Depreciation Adjustment Report
All Business Activities

<u>Form Unit Asset</u>	<u>Description</u>	<u>AMT Adjustments/</u>	<u>Tax</u>	<u>AMT</u>	<u>Preferences</u>
There are no assets that meet the criteria of this report					

76-0479345 Future Depreciation Report FYE: 7/31/16
Form 990, Page 1

Asset Description		Date In Service	Cost	Tax	AMT
Other Depreciation:					
1	Sewing Machine	4/15/13			
2	Lighting Equipment	5/01/13	609,674	61,675	0.0
Total Other Depreciation			7,356	736	0
Total ACRS and Other Depreciation			7,356	736	0
Grand Totals			7,356	736	0

76-0479345 TX Future Depreciation Report FYE: 7/31/16
Form 990, Page 1

Asset	Description	Date in Service	Cost	TX
Other Deprecation;				
1	Sewing Machine	4/15/13	609	61
2	Lighting Equipment	5/01/13	<u>6,747</u>	<u>675</u>
	Total Other Depreciation		<u>7,356</u>	<u>736</u>
	Total ACRS and Other Depreciation		<u>7,356</u>	<u>736</u>
	Grand Totals		<u>7,356</u>	<u>736</u>

Houston Repertoire Ballet

76-0479345 Form 990-T Estimates

Form **990-W**
(Worksheet)
Department of the Treasury
Internal Revenue Service

Estimated Tax on Unrelated Business Taxable
Income for Tax-Exempt Organizations
(and on Investment Income for Private Foundations)
(Keep for your records. Do not send to the Internal Revenue
Service.)

OMB No. 1545-0076

2015

- 1 Unrelated business taxable income expected in the tax year
- 2 Tax on the amount on line 1. See instructions for tax computation
- 3 Alternative minimum tax (see instructions)
- 4 Total. Add lines 2 and 3
- 5 Estimated tax credits (see instructions)
- 6 Subtract line 5 from line 4
- 7 Other taxes (see instructions)
- 8 Total. Add lines 6 and 7
- 9 Credit for federal tax paid on fuels (see instructions)

10a Subtract line 9 from line 8. **Note.** If less than \$500, the organization is not required to make estimated tax payments. Private foundations, see instructions

b Enter the tax shown on the 2014 return (see instructions). **Caution.** If zero or the tax year was for less than 12 months, skip this line and enter the amount from line 10a on line 10c **2015 Estimated Tax.** Enter the smaller of line 10a or line 10b. If the organization is required to

10b**10c**

		(a)	(b)	(c)	(1)
11 Installment due dates (see instructions)	11	11/16/15	01/15/16	04/18/16	07/15/16
12 Required installments. Enter 25% of line 10c in columns (a) through (d) unless the organization uses the annualized income installment method, the adjusted seasonal installment method, or is a "large organization" (see instructions)	12				
13 2014 Overpayment (see instructions)	13				
14 Payment due (Subtract line 13 from line 12)	14				

For Paperwork Reduction Act Notice, see instructions.

Form **990-W** (2015)

Form 990T

Two Year Comparison Report

2013 & 2014

For calendar year 2014, or tax year beginning 08/01/14, ending

07/31/15

Name

Taxpayer Identification Number

Houston Repertoire Ballet 76-0479345

		2013 2014 Differences	
Revenue	1. Gross profit/loss on business activities	1.	
	2. Capital gains/losses	2.	
	3. Income/loss from partnerships and S corporations	3.	
	4. Rental income (net of expense)	4.	
	5. Unrelated debt-financed income (net of expense)	5.	
	6. Interest, and other income from controlled organizations (net of expense)	6.	
	7. Investment income of specific organizations (net of expense)	7.	
	8. Exploited exempt activity income (net of expense)	8.	
	9. Advertising income (net of expense)	9.	
	10. Other income	10.	
	11. Total trade or business income. Combine lines 1 through 10	11.	
Expenses	12. Compensation of officers, directors, and trustees	12.	
	13. Other salaries and wages	13.	
	14. Repairs and maintenance	14.	
	15. Bad debts	15.	
	16. Interest	16.	
	17. Taxes and licenses	17.	
	18. Charitable contributions	18.	
	19. Depreciation and Depletion	19.	
	20. Contributions to deferred compensation plans	20.	
	21. Employee benefit programs	21.	
	22. Other deductions	22.	
	23. Total deductions. Add lines 12 through 22	23.	
	24. Taxable income before NOL. Subtract line 23 from 11	24.	
	25. Net operating loss deduction	25.	
26. Specific deduction	26.	1,000	-1,000
27. Unrelated business taxable income.	27.	-1,000	1,000
Tax & Credits	28. Income tax (corporate or trust)	28.	
	29. Proxy tax	29.	
	30. Alternative minimum tax	30.	
	31. Total taxes	31.	
	32. Other credits	32.	
	33. General business credit	33.	
	34. Credit for prior year minimum tax	34.	
	35. Total credits	35.	
	36. Net tax after credits	36.	
	37. Recapture taxes	37.	
38. Total Taxes	38.		
Due/Refund	39. Prior year overpayment and estimated tax payments	39.	
	40. Payment made with extension	40.	
	41. Backup withholding and foreign withholding	41.	
	42. Other payments	42.	
	43. Total payments	43.	
	44. Balance due/(Overpayment)	44.	
	45. Overpayment applied to next year	45.	
	46. Penalties	46.	
	47. Total due/(Refund)	47.	

Form 990T	Tax Return History				2014
Name		Houston Repertoire Ballet			Employer Identification Number 76-0479345

	2010	2011	2012	2013	2014	2015
Business activity profit/loss						
Capital gains/losses						
Partner and S Corp gain/loss						
Rental income*						
Debt-financed income*						
Controlled organizations income/interest*						
Investment income, specific organizations*						
Exploited exempt activity income*						
Other income						
Total trade or business income.						
Compensation of officers, etc.						
Other salaries and wages						
Repairs and maintenance						
Bad debts						
Interest						
Taxes and licenses						
Charitable contributions						
Depreciation and Depletion						
Deferred compensation plans						
Employee benefit programs						

Exempt Revenue (Loss)

Contributions	\$		\$		3		0

2012	2013	2012	2013	2012	2013	2012	2013
-------------	-------------	-------------	-------------	-------------	-------------	-------------	-------------

Form 990T	Tax Return History	2014
Name Houston Repertoire Ballet		Employer Identification Number 76-0479345

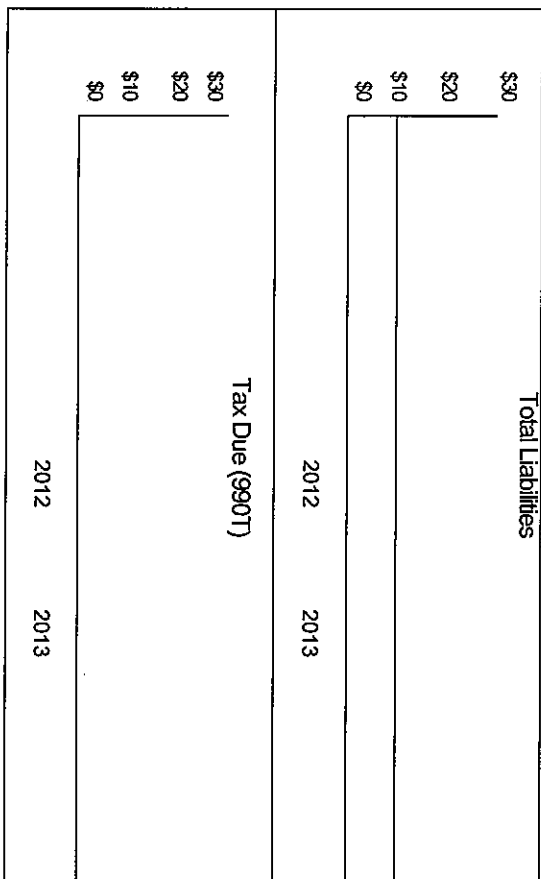
	2010	2011	2012	2013	2014	2015
Other deductions						
Net operating loss deduction						
Specific deduction			1,000	1,000		
Income after expense and deductions			-1,000	-1,000		
Income tax (corporate or trust)						
Other taxes						
Total taxes						
General business credit						
Other credits						
Net tax after credits						
Estimated tax payments						
Other payments						
Balance due/Overpayment						

* Income shown net of expenses



2012

Business Income (990T)



2012 2013

Tax Due (990T)

2012 2013

76-0479345

Federal Statements

Form 990-EZ, Part I, Line 3 • Membership Dues and Assets

<u>Description</u>	<u>Amount</u>
Membership Dues	\$ 30,430
Total	\$ 30,430

76-0479345

Federal Statements

Schedule A. Part III. Line 2(e)

<u>Description</u>	<u>Amount</u>
Program Service Revenue	\$ 62,519
Membership Dues	30,430
Taxable Interest on Savings	and Temporary Cash Investments 18
Fundraising Activity	5,063
Boutique Sales	
Total	\$ 116,177

Regular City Council

Agenda Item

Data Sheet

Meeting Date: November 7, 2016

Topic:

Approve an Agreement with the Tomball Sports Association for the City of Tomball to Reimburse Expenditures for Improvements at the Wayne Stovall Sports Complex

Background:

The Tomball Sports Association (TSA) is a non-profit organization that the City of Tomball has entered into a contract with for the operation of little league baseball. In accordance with the contract, TSA is also responsible for all required maintenance of the facility; however the useful life over several components as identified by City staff and TSA are in need of replacement.

The TSA and staff have narrowed the needs to the following for this fiscal year: the remodel of the concession area and main building as well as improvements to the barn for the storage of equipment and materials. If there are any funds remaining from the reimbursement allotment then field no. 1 will be improved as well. These improvements will be paid by the Tomball Sports Association and invoices and proof of payment will be submitted to the City for reimbursement for an amount not to exceed \$180,000.00.

Origination:

Public Works Department

Recommendation:

Staff recommends approving the request to enter into an agreement with the Tomball Sports Association.

Funding:

Yes

Account Number:100-153-6207

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

Meagan Mageo, Project Coordinator

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

ATTACHMENTS:

TSA Agreement 2016-17 - Changes

TSA Agreement 2016-17 - Final

**AGREEMENT FOR IMPROVEMENT OF
WAYNE STOVAL SPORTS COMPLEX PARK**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

This Agreement is made and entered into as of the ____ day of __ ____, 2016⁵, by and between the City of Tomball, a home rule municipal corporation located in Harris County, Texas ("City"), and the Tomball Sports Association, a not for profit association located in Tomball, Texas ("TSA").

WITNESSETH:

WHEREAS, pursuant to an agreement between City and TSA, TSA operates an organized youth sports program within the City, such program being comprised primarily of little league baseball and basketball for boys and girls; and

WHEREAS, the events for such programs are physically conducted on a certain 12.007 acre tract owned by City, which tract is commonly known as the "Wayne Stovall Sports Complex Park," and which tract, pursuant to the agreement described above, is generally maintained on behalf of City by the volunteer efforts of parents and officials of TSA; and

WHEREAS, such agreement serves City's interest, and furthers its efforts, in providing recreational opportunities for the City's youth; and

WHEREAS, such program has been extremely successful, as evidenced by the substantial number of participants; and

WHEREAS, due to the growth of such program and the volume of participation by the City's youth, the City Staff and TSA have recommended to City Council a one (1) year improvement program for the Wayne Stovall Little League Athletic Fields, which program provides for City to reimburse TSA for the approved improvements to the fields and complex as described in **Attachment A**; and

WHEREAS, the City Council deems it appropriate to approve such improvement plan subject to future City appropriations and the commitments contained herein by TSA; now, therefore,

For and in consideration of the mutual obligations and benefits to be derived hereunder, City and TSA do hereby agree as follows:

1. City and TSA hereby adopt and approve the general plan for improvement of the Wayne Stovall Sports Complex Park as contained in that certain document entitled "Attachment A" (the "Project Plan"), a copy of which is attached hereto and made a part hereof.

2. City agrees to provide reimbursement for the Project Plan as set forth therein, upon completion and inspection by City Staff. It is specifically recognized and agreed by the parties that no expenditure by TSA, or by any representative thereof shall be subject to reimbursement by City hereunder unless prior approval has been obtained in accordance with applicable purchasing policies of City.

3. During implementation of the Project Plan, TSA shall provide City with a status report on a regular basis, but not less than once each calendar month, detailing the percentage of the work done, the estimated period of time required to complete the project, the costs-to-date, and the estimated costs of completion. The City shall be named as an insured with TSA's insurance certificate.

4. The term of this Agreement shall be for a period of one (1) year, commencing on the date of execution hereof by all parties; provided however, in the event that the City shall wish to terminate this agreement, for whatever reason a 30 day written notice shall be given. Notwithstanding the foregoing, the conditions and obligations hereof shall survive any such termination to the extent appropriated but unexpended funds are encumbered by contract or purchase order in accordance herewith.

5. The provisions of this Agreement are severable and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court or regulatory authority of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to other persons or circumstances shall not be affected thereby, unless the parties hereto mutually agree that the purposes of this Agreement are frustrated.

6. All notices which the parties hereto may be required, or may desire, to serve on the other shall be in writing and shall be served by personal delivery, e-mail, by facsimile with confirming copy sent by mail, or by depositing the same with the U.S. Postal Service, registered or certified mail, postage prepaid, return receipt required, and addressed to the respective party at the addresses set forth below. The addresses stated shall be effective for all notices to the respective parties until written notice of a change of address is given pursuant to the provisions hereof.

~~If~~ to the City

City of Tomball
401 West Market Street Tomball, Texas 77375
~~Attn.: City Manager~~

~~If~~ to TSA:

Tomball Sports Association
P. O. Box 1084
Tomball, Texas 77375
~~Attn.: President~~

Tomball Sports Association
Attn.: Nancy Newton, President
President @tomballlittleleague.com
120 Baker Drive
Tomball, Texas 77375.

Notice given in any other manner shall be effective only if and when received by the party to be notified. The parties shall have the right from time to time and at any time to change their respective addresses and each shall have the right to specify as its address any other address by at least fifteen (15) days' written notice to the other party.

EXECUTED IN DUPLICATE ORIGINALS this _____ day of _____, ~~2015~~2016

City of Tomball

By: _____
Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary

Tomball Sports Association

By: _____
Nancy Newton
President

ATTEST:

Lisa Castro
Board Secretary

ATTACHMENT "A"
Improvement Plan

1. ~~Field Lighting~~ Maintenance Barn. Demo and replace the maintenance barn. Obtain the required engineered drawings to the building inspections department for approval. A design shall be submitted prior for approval with the associated costs. Safety concerns prompted the replacement of the lighting on fields 1, 2 and 3. These fields are the pitching fields which require a designated certain amount of lighting for safety. The selected installer and manufacturer of the lighting shall meet all of the minimum standards as suggested by the "2013 Little League Lighting Standards & Safety Audit" which is a supplement the 2013 Operating Manual Lighting Information. A monitoring and control system will also be installed for the new lights. Contractor shall list the City as an insured on the contractor's insurance certificate.
2. ~~Field regrading~~ Concessions and main building remodel. Wear and tear has left the some of the fields with unlevelled fields, poor drainage and lack of proper infield material. Fields shall be regraded with the proper drainage and approved infield material used. The improvements will address fields 5, 6, 7 and 8. The scope shall cover the needed improvements to the building interior and exterior. The major components such as electrical, plumbing, HVAC and roof will be the priority.
- ~~2-3. If remaining funds are available, field no. 1 will be replaced.~~
3. ~~Bleachers. 12 Spectator Bleachers shall be repaired. Repairs shall include the replacement of wood boards, cut out and replace rotted metal supports, painted and handrails added where needed [CS1].~~
4. ~~Concrete floors for batting cages. Currently there are dirt floors for the batting cages. A 4" thick concrete floor shall be installed as to not interfere with drainage.~~
5. ~~Upgrade Public Restrooms. Replace existing toilets with pressure-assisted toilets.~~

The available funding for reimbursement all of these projects shall not exceed \$~~200~~180,000.

**AGREEMENT FOR IMPROVEMENT OF
WAYNE STOVAL SPORTS COMPLEX PARK**

STATE OF TEXAS §

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF HARRIS §

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WHEREAS, the events for such programs are physically conducted on a certain 12.007 acre tract owned by City, which tract is commonly known as the "Wayne Stovall Sports Complex Park," and which tract, pursuant to the agreement described above, is generally maintained on behalf of City by the volunteer efforts of parents and officials of TSA; and

WHEREAS, such agreement serves City's interest, and furthers its efforts, in providing recreational opportunities for the City's youth; and

WHEREAS, such program has been extremely successful, as evidenced by the substantial number of participants; and

WHEREAS, due to the growth of such program and the volume of participation by the City's youth, the City Staff and TSA have recommended to City Council a one (1) year improvement program for the Wayne Stovall Little League Athletic Fields, which program provides for City to reimburse TSA for the approved improvements to the fields and complex as described in **Attachment A**; and

WHEREAS, the City Council deems it appropriate to approve such improvement plan subject to future City appropriations and the commitments contained herein by TSA; now, therefore,

1. For and in consideration of the mutual obligations and benefits to be derived hereunder, City and TSA do hereby agree as follows: City and TSA hereby adopt and approve the general plan for improvement of the Wayne Stovall Sports Complex Park as contained in that certain

document entitled "Attachment A" (the "Project Plan"), a copy of which is attached hereto and made a part hereof.

2. City agrees to provide reimbursement for the Project Plan as set forth therein, upon completion and inspection by City Staff. It is specifically recognized and agreed by the parties that no expenditure by TSA, or by any representative thereof shall be subject to reimbursement by City hereunder unless prior approval has been obtained in accordance with applicable purchasing policies of City.

3. During implementation of the Project Plan, TSA shall provide City with a status report on a regular basis, but not less than once each calendar month, detailing the percentage of the work done, the estimated period of time required to complete the project, the costs-to-date, and the estimated costs of completion. The City shall be named as an insured with TSA's insurance certificate.

4. The term of this Agreement shall be for a period of one (1) year, commencing on the date of execution hereof by all parties; provided however, in the event that the City shall wish to terminate this agreement, for whatever reason a 30 day written notice shall be given. Notwithstanding the foregoing, the conditions and obligations hereof shall survive any such termination to the extent appropriated but unexpended funds are encumbered by contract or purchase order in accordance herewith.

5. The provisions of this Agreement are severable and if any word, phrase, clause, sentence, paragraph, section or other part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court or regulatory authority of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such word, phrase, clause, sentence, paragraph, section or other part of this Agreement to other persons or circumstances shall not be affected thereby, unless the parties hereto mutually agree that the purposes of this Agreement are frustrated.

6. All notices which the parties hereto may be required, or may desire, to serve on the other shall be in writing and shall be served by personal delivery, e-mail, by facsimile with confirming copy sent by mail, or by depositing the same with the U.S. Postal Service, registered or certified mail, postage prepaid, return receipt required, and addressed to the respective party at the addresses set forth below. The addresses stated shall be effective for all notices to the respective parties until written notice of a change of address is given pursuant to the provisions hereof.

If to the City

City of Tomball
401 West Market Street Tomball, Texas 77375

If to TSA:

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Attn: President

Tomball Sports Association
Attn.: Nancy Newton, President
President @tomballlittleleague.com
120 Baker Drive
Tomball, Texas 77375.

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EXECUTED IN DUPLICATE ORIGINALS this _____ day of _____, 2016

City of Tomball

By: _____
Gretchen Fagan
Mayor

ATTEST:

Doris Speer
City Secretary

Tomball Sports Association

By: _____
Nancy Newton
President

ATTEST:

Lisa Castro
Board Secretary

ATTACHMENT "A"
Improvement Plan

1. Maintenance Barn. Demo and replace the maintenance barn. Obtain the required engineered drawings to the building inspections department for approval. A design shall be submitted prior for approval with the associated costs. Contractor shall list the City as an insured on the contractor's insurance certificate.
2. Concessions and main building remodel. The scope shall cover the needed improvements to the building interior and exterior. The major components such as electrical, plumbing, HVAC and roof will be the priority.
3. If remaining funds are available, field no. 1 will be replaced.

The available funding for reimbursement all of these projects shall not exceed \$180,000.

Regular City Council
Agenda Item
Data Sheet

Meeting Date: November 7, 2016

Topic:
Discussion/Update and Possible Action on the Condition of the Old City Hall Building, Located at 107 N. Cherry Street

Background:

Origination:
Public Works

Recommendation:

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

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

ATTACHMENTS:

107 N. Cherry update

Old City Hall



107 N. Cherry Street
Condition Update
09-29-16

South Side



Rear



North Side



Front door looking in



Rear office



South side office



Ceiling Failure



Ceiling Failure



North side office ceiling



Rear Roof eave failure



Estimated Costs for Remediation

Costs will be incurred for either the demolition or rehabilitation of the building.

Abatement Services – Mold & Lead	\$ 18,260.00
Lead Abatement	\$ 800.00
Spec. prep. Site Mtgs & Project Mgm't Mold Remediation	\$ 800.00
Spec. preparation Project monitoring / Air testing \$650.00/shift	\$ 3,250.00
Clearance Testing – Mold	\$ 550.00
Clearance Testing – Lead-based paint	\$ 550.00
Final Report	<u>\$ 600.00</u>
Total:	\$ 24,810.00

Regular City Council

Agenda Item

Data Sheet

Meeting Date: November 7, 2016

Topic:

Approve Recommended Amendments to Administrative Policy No. 23, Entitled “Park Reservation Policy”

Background:

The new text amendment serves to update the policy to match the newly adopted Master Fee Schedule for Fiscal Year 2016-2017 which removes the requirement for a deposit for park reservations and requires a debit or credit card be retained on file for any damages or cleaning required following a reservation. A separate reservation confirmation form has been added and changes to the reservation form has been made to ensure securing card information. Other minor changes were made to update the styling of the park reservation form, as well as updates to park amenities; all changes are indicated in red on the attached Park Application.

Origination:

Public Works Department

Recommendation:

Public Works staff recommends approval of proposed amendments to Administrative Policy Number 23.

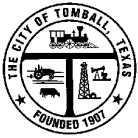
Party(ies) responsible for placing this item on agenda:

Meagan Mageo, Project Coordinator

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

ATTACHMENTS:

Revised Park Application - Changes
Revised Park Application - final
Reservation Confirmation



City of Tomball- Public Works Department
Park & Facility Reservation Application
501 James Street
Phone (281)-290-1400
Fax (281) 351-4735
Office Hours 8:00am-5:00pm-
Park Hours 8:00am-10:00pm

Applications accepted for following Park Facilities: ~~Railroad Depot Gazebo, Railroad Depot Plaza, Juergens Park Pavilion, Jerry Matheson Park, & Theis Attaway Nature Park.~~

- **Railroad Depot Gazebo**
- **Railroad Depot Plaza**
- **Juergens Park Pavilion**
- **Jerry Matheson Park**
- **Theis Attaway Nature Park**

Priority use of park to be granted by reservation only; reservation may be made by contacting the City of Tomball. Please note, individuals may not utilize city facilities for profit making endeavors.

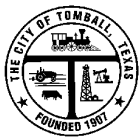
Park Rules and Regulations

1. Rental fee is non-refundable, ~~security/cleaning deposit refundable; if the entire area is left in the same condition it was found.~~
2. ~~A security deposit is not required for the rental of any park facility. A debit or credit card will be retained with the rental application that will be charged in the event of any damage or cleaning required to the rented facility. If the entire area is left in the same condition it was found, no charges will be incurred.~~
3. Renters will be responsible for following the city's noise ordinance.
4. Parking must be in designated areas only. Parking on the grass is prohibited.
5. No posters, banners, signs or other devices will be allowed to be displayed or posted on park fixtures using tacks, nails, staples, tape or other fasteners.
6. Items are prohibited from being driven or staked into the ground.
7. The possession and/or consumption of alcoholic beverages are prohibited in the park area.
8. All litter and debris from event must be removed from rented area, landscaping, and surrounding area. If trash will not fit into the trash barrels at the park, it must be removed.
9. The park grounds are public areas. The city will not restrict others from entering the park; as long as they are not in the reserved rented area and not interfering with renter's event.
10. No glass containers.
11. All pets must be on a leash at all times and all pet waste must be properly disposed.
12. The use of a moonwalk or similar devices requires insurance (from the moonwalk company) and proof of coverage must be presented at the time the equipment is set up in the park.
13. No piñatas or water recreation activities allowed in parks, unless for a special event, as approved by City staff or Council.
14. No loud or abusive language.
15. No display or use of firearms of any kind.
16. No open fires are allowed, except in barbecue pits. If you bring a barbecue pit, it must be propane.
17. No camping or overnight events.
18. **All applications are subject to staff approval.**
19. Applicants requesting to use a City park facility for a special event that is intended to raise money must provide proof of 501(c) (3) non profit tax exemption and/or Medical Trust Fund Documents from bank. Cannot charge admission fee for event. No soliciting of park users who are not participating in event.
20. Special Events: All special events must meet with City Special Events Team, unless otherwise directed by staff.

INDEMNIFICATION

INDEMNIFICATION. LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the LICENSED PREMISES with the express or

implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy or use of the LICENSED PREMISES. LICENSEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.



City of Tomball- Public Works Department
Park & Facility Reservation Application

☐*Residency verification : _____(city staff) ☐Facility Inspection Verification : _____(city staff)

Railroad Depot Plaza & Gazebo @ 201 S. Elm

- Reservations are for the Gazebo only.
- Renters must provide their own tables and chairs.

~~☐*RESIDENT ☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$100.00(8am-10pm) DEPOSIT \$100.00~~

~~☐NON-RESIDENT ☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$125.00(8am-10pm) DEPOSIT \$100.00~~

☐*RESIDENT

☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$100.00(8am-10pm) ~~DEPOSIT \$100.00~~

☐NON-RESIDENT

☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$125.00(8am-10pm) ~~DEPOSIT \$100.00~~

Juergens Park@ 1331 Ulrich

- Keys to the interior of the park are available, but are to be used for temporary access to set up or clean up. No vehicles should remain on the park site interior.

~~☐*RESIDENT ☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$100.00(8am-10pm) DEPOSIT \$100.00~~

~~☐NON-RESIDENT ☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$125.00(8am-10pm) DEPOSIT \$100.00~~

☐*RESIDENT

☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$100.00(8am-10pm) ~~DEPOSIT \$100.00~~

☐NON-RESIDENT

☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$125.00(8am-10pm) ~~DEPOSIT \$100.00~~

Jerry Matheson Park @ 1240 Ulrich

~~☐*RESIDENT ☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$100.00(8am-10pm) DEPOSIT \$100.00~~

~~☐NON-RESIDENT ☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$125.00(8am-10pm) DEPOSIT \$100.00~~

☐*RESIDENT

☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$100.00(8am-10pm) ~~DEPOSIT \$100.00~~

☐NON-RESIDENT

☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$125.00(8am-10pm) ~~DEPOSIT \$100.00~~

Theis Attaway Nature Park @ 13509 Theis Lane

- Catch and release fishing.

~~☐*RESIDENT ☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$100.00(8am-10pm) DEPOSIT \$100.00~~

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☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$100.00(8am-10pm) ~~DEPOSIT \$100.00~~

☐NON-RESIDENT

☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$125.00 (8am-10pm) ~~DEPOSIT \$100.00~~

A deposit in not required for the rental of any park facility; a debit or credit card must be provided with the rental application that will be charged in the event of any damage or cleaning required to the rented facility.

Resident: Must present recent Tomball City Water Bill or have a current account with The City Utility department.

Renters Information:

Date Requested : _____ Time: _____ Number of People Expected: _____

Organization: _____ Type of Event: _____

Contact Person: _____ Email: _____

Business Phone: _____ Home Phone: _____ Fax: _____

Home Address: _____ City: _____ St. _____ Zip: _____

Debit/ Credit Card Information (for damage or cleaning):

Name on Card: _____ Card Number: _____

Card Expiration: _____ Security Code: _____

Address: _____ City: _____ St. _____ Zip: _____

By signing below, I acknowledge that I have read the Park Rules and Regulations and understand that I am responsible for cleanup. If the Park is not cleaned up or has been damaged, I will be subject to all costs incurred by the City for cleaning or to make any needed repairs, which will be charged to my debit or credit card on file. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.

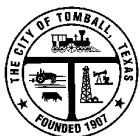
Signature: _____ Date: _____

Confirmation of Park Reservations by signature below only! Application subject to a 24 hour application review period prior to approval by City Administration.

City of Tomball: _____ (City Staff) Date: _____

KEEP THIS FORM WITH YOU AT THE PARK!!!!

Public Works Department
501 James Street-Tomball, Texas
Phone (281) 290-1400
After hours, Police Dept. Dispatch-281-351-5451



City of Tomball- Public Works Department
Park & Facility Reservation Application
501 James Street, Tomball, Texas 77375
Phone (281)-290-1400
Fax (281) 351-4735
Park Hours 8:00am-10:00pm

Applications accepted for following Park Facilities:

- **Railroad Depot Gazebo**
- **Railroad Depot Plaza**
- **Juergens Park Pavilion**
- **Jerry Matheson Park**
- **Theis Attaway Nature Park**

Priority use of park to be granted by reservation only; reservation may be made by contacting the City of Tomball. Please note, individuals may not utilize city facilities for profit making endeavors.

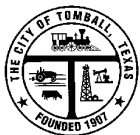
Park Rules and Regulations

1. Rental fee is non-refundable
2. A security deposit is not required for the rental of any park facility. A debit or credit card will be retained with the rental application that will be charged in the event of any damage or cleaning required to the rented facility. If the entire area is left in the same condition it was found, no charges will be incurred.
3. Renters will be responsible for following the city's noise ordinance.
4. Parking must be in designated areas only. Parking on the grass is prohibited.
5. No posters, banners, signs or other devices will be allowed to be displayed or posted on park fixtures using tacks, nails, staples, tape or other fasteners.
6. Items are prohibited from being driven or staked into the ground.
7. The possession and/or consumption of alcoholic beverages are prohibited in the park area.
8. All litter and debris from event must be removed from rented area, landscaping, and surrounding area. If trash will not fit into the trash barrels at the park, it must be removed.
9. The park grounds are public areas. The City will not restrict others from entering the park; as long as they are not in the reserved rented area and not interfering with renter's event.
10. No glass containers.
11. All pets must be on a leash at all times and all pet waste must be properly disposed.
12. The use of a moonwalk or similar devices requires insurance (from the moonwalk company) and proof of coverage must be presented at the time the equipment is set up in the park.
13. No piñatas or water recreation activities allowed in parks, unless for a special event, as approved by City staff or Council.
14. No loud or abusive language.
15. No display or use of firearms of any kind.
16. No open fires are allowed, except in barbecue pits. If you bring a barbecue pit, it must be propane.
17. No camping or overnight events.
18. **All applications are subject to staff approval.**
19. Applicants requesting to use a City park facility for a special event that is intended to raise money must provide proof of 501(c) (3) non profit tax exemption and/or Medical Trust Fund Documents from bank. Cannot charge admission fee for event. No soliciting of park users who are not participating in event.
20. Special Events: All special events must meet with City Special Events Team, unless otherwise directed by staff.

INDEMNIFICATION

INDEMNIFICATION. LICENSEE agrees that it will indemnify and save the CITY harmless of, from and against any and all claims, demands, actions, damages, losses, costs, liabilities, expenses and judgments (hereinafter "claims") recovered from or asserted against CITY on account of injury or damage to persons or property to the extent that any such damage or injury may be incident to, arise out of, or be caused, either proximately or remotely, in whole or in part, by an act, omission, negligence or misconduct on the part of LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees or of any other person entering upon the LICENSED PREMISES with the express or implied invitation or permission of LICENSEE, or when and such injury or damage is the result, proximate or remote, of the violation by LICENSEE or any of its agents, servants, employees, contractors, patrons, guests, licensees or invitees of

any law, ordinance or governmental order of any kind, or when any such injury or damage may in any way arise from or out of the occupancy or use by the LICENSEE, its agents, servants, employees, contractors, patrons, guests, or invitees. LICENSEE further expressly covenants and agrees to protect, defend, indemnify, and hold harmless the CITY from all claims based upon alleged joint and/or concurrent negligence of the CITY and LICENSEE arising out of or incident to LICENSEE's occupancy or use of the LICENSED PREMISES. LICENSEE covenants and agrees that in case CITY shall be made a party to any litigation commenced by or against LICENSEE or relating to this LICENSE or to the LICENSED PREMISES, then LICENSEE shall and will pay all costs and expenses, including reasonable attorney's fees and court costs, incurred by or imposed upon CITY by virtue of any such litigation.



City of Tomball- Public Works Department
Park & Facility Reservation Application

☐*Residency verification : _____(city staff) ☐Facility Inspection Verification : _____(city staff)

Railroad Depot Plaza & Gazebo @ 201 S. Elm

- Reservations are for the Gazebo only.
- Renters must provide their own tables and chairs.

☐*RESIDENT

☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$100.00(8am-10pm)

☐NON-RESIDENT

☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm) ☐ALL DAY \$125.00(8am-10pm)

Juergens Park@ 1331 Ulrich

- Keys to the interior of the park are available, but are to be used for temporary access to set up or clean up.
 - o No vehicles should remain on the park site interior.

☐*RESIDENT

☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$100.00(8am-10pm)

☐NON-RESIDENT

☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$125.00(8am-10pm)

Jerry Matheson Park @ 1240 Ulrich

☐*RESIDENT

☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$100.00(8am-10pm)

☐NON-RESIDENT

☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$125.00(8am-10pm)

Theis Attaway Nature Park @ 13509 Theis Lane

- Catch and release fishing

☐*RESIDENT

☐1/2 DAY \$50.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$100.00(8am-10pm)

☐NON-RESIDENT

☐1/2 DAY \$100.00 (8am-2pm) or (4pm-10pm)

☐ALL DAY \$125.00 (8am-10pm)

A deposit is not required for the rental of any park facility; a debit or credit card must be provided with the rental application that will be charged in the event of any damage or cleaning required to the rented facility.

Resident: Must present recent Tomball City Water Bill or have a current account with The City Utility department.

Renters Information:

Date Requested:_____ Time:_____ Number of People Expected:_____

Organization:_____ Type of Event:_____

Contact Person:_____ Email:_____

Business Phone:_____ Home Phone:_____ Fax:_____

Home Address:_____ City:_____ St. _____ Zip:_____

Debit/ Credit Card Information (for damage or cleaning):

Name on Card:_____ Card Number:_____

Card Expiration: _____ Security Code:_____

Address:_____ City:_____ St. _____ Zip:_____

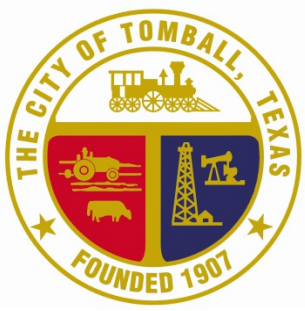
I have read the Park Rules and Regulations and understand that I am responsible for cleanup. If the Park is not cleaned up or has been damaged, I will be subject to all costs incurred by the City; including and/or in excess of my deposit. I am also responsible to make certain that all rules and regulations are followed and am aware that violation of the rules and regulations could prohibit future applications for reservations by me or the organization I am representing.

Signature:_____ Date:_____

Confirmation of Park Reservations by signature below only! Application subject to a 24 hour application review period prior to approval by City Administration.

City of Tomball: _____(City Staff) Date: _____

Public Works Department
501 James Street, Tomball, Texas 77375
Phone (281) 290-1400
After hours, Police Dept. Dispatch (281) 351-5451



City of Tomball Park Reservation Confirmation

❖ Name: _____

❖ Facility Reserved:

- ☐ Juergens Park
- ☐ Jerry Matheson Park
- ☐ Theis Attaway Nature Park
- ☐ Railroad Depot Plaza & Gazebo

❖ Reservation Date: _____

❖ Reservation Time:

- ☐ 8 am – 2 pm
- ☐ 4 pm – 10 pm
- ☐ 8 am – 10 pm

City of Tomball: _____ (City Staff) Date: _____

Regular City Council

Agenda Item

Data Sheet

Meeting Date: November 7, 2016

Topic:

Authorize the City Manager to Execute the Renewal of the Public Safety Corporation (Crywolf) Contract for an Additional Three-Year Term with Two (2) One-Year Extensions

Background:

Five years ago, the City of Tomball entered into a contract with Public Safety Corporation to extrapolate, monitor and bill businesses and property owners for failure to properly maintain their fire, smoke and intrusion alarm systems. The City had been experiencing and to a lesser degree, continues to experience, requests from alarm monitoring companies to respond to system generated calls that prove to be false alarms. These responses commit resources from being available to respond to emergency incidents and incur costs for fuel, equipment maintenance and man-power while, at the same time, numbing the responding man-power to the potential of an actual emergency incident at the repeat offender address.

The contract and focus of Tomball Code Section 16-59 - False alarm notification, is to encourage property owners to maintain their alarm systems in a state of good repair. The ordinance also encourages business owners to educate their employees on the procedures for turning the system on and off to eliminate errors during that process. Those that do not are required to reimburse the City for the above mentioned expenses. On an annual basis, three residential alarms are allowed without penalty, with a fine of \$25 being assessed for the 4th and 5th, \$50 being assessed for the 6th through the 8th and \$100 per incident after the 8th. Commercial alarms are similar with the first three being without penalty, the 4th and 5th being assessed at \$50, 6th through 8th assessed at \$75 and beyond the 8th false alarm being assessed at \$100 per incident.

Public Safety Corporation is provided with the City's incident data, including the resolution of the incident, from which it accumulates the number of alarm incidents by address. An analysis is performed on a rolling 12 month basis to determine if a violation of 16-59 has occurred and, if it has, a bill is sent to the offending address. The offender will respond by either paying the fine or requesting the City Manager investigate and waive the fine. Checks are received by the City, deposited into the appropriate fund and a check for PSC's share sent to the company.

The number of false alarms has dropped from 1,593 in 2013 to 1,424 in 2015.

The new contract modifies the original 50/50 fee sharing arrangement to be 52.5% for the City and 47.5% for PSC.

Origination:

Fire/Police

Recommendation:

Staff recommends approval

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

Parr

ACTION TAKEN

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

Contract

CONTRACT FOR FALSE ALARM BILLING AND TRACKING SERVICES

THIS CONTRACT FOR FALSE ALARM TRACKING AND BILLING SERVICES ("Contract") made and entered into this _____ day of _____, 2016, by and between the **City of Tomball, a home-rule Texas municipal corporation ("Tomball") 401 Market Street, Tomball, TX 77375**, and **Public Safety Corporation, ("CONTRACTOR")**, a corporation of the State of Florida with its principal administrative offices located at 103 Paul Mellon Court, Waldorf, Maryland, 20602.

WITNESSETH:

Whereas, on July 6, 2010, the Tomball City Council adopted an Ordinance (No. 2010-06) amending Chapter 26 of the "Emergency Services" Code related to alarm systems and false alarms effective July 6, 2010 ("Alarm Ordinance"); and

Whereas, the goal of Tomball is to encourage more responsible use of alarm systems and to reduce the number of false alarms to which fire and peace officers must respond by accurately tracking false alarm instances and assessing fees and penalties as required by the Alarm Ordinance; and

Whereas, in its implementation of the Ordinance, Tomball is authorized to engage a third-party CONTRACTOR to assist the CITY in the enforcement of the Alarm Ordinance so that persons and organizations that use alarm systems can be held accountable for false alarms through a system of fees and penalties; and

Whereas, the CONTRACTOR created and markets the proprietary and patented (U.S. Patent No. 6,856,246) software system called CryWolf® ("Software"), an integrated suite of software applications operating in a Windows-based environment, designed to assist false alarm reduction managers and planners in government agencies and industry in accessing information relevant to false alarms, and which has been developed at CONTRACTOR's private expense for the commercial marketplace and is not in the public domain; and

Whereas, the Contractor has submitted the most favorable solution for the design, implementation and management of administration services for false alarms ("Quote") using its proprietary commercial off-the-shelf false alarm Software;

Whereas, Tomball has accepted the quote by the Contractor that was responsive to the desires to engage the Contractor to perform the false alarm billing and tracking services described in the Ordinance and outlined in Attachment A; and

Whereas, the CONTRACTOR desires to accept such engagement.

Now, therefore, the parties agree as follows:

1. Term.

The term of this Contract shall commence upon the date it is signed by both parties (the "Effective Date") and shall continue for a period of three (3) years.

Tomball shall have the right at its option to extend the Agreement for additional periods of one (1) year each upon the same terms and conditions. The total contract period shall not exceed five (5) years from the Effective Date. The option shall be deemed exercised in each successive year upon written notice by Tomball to the Contractor. The notice shall not be later than the 90 days prior to the expiration of the then effective remaining term.

2. Contract Documents and Order of Precedence.

The contract documents consist of the following Attachments which are incorporated into the Contract by this reference:

A. **Attachment A**, describes the Scope of Services to be provided by the CONTRACTOR and the CITY's operational responsibilities, and Attachment B, Payment Terms.

B. The Order of Precedence shall be as follows: (1) this Contract; (2) Attachment A; and (3) Attachment B.

3. Alarm Management Scope of Services.

A. The CONTRACTOR shall provide the Alarm Management Services described in **Attachment A - Alarm Management Services**.

B. The Alarm Management Services shall assist Tomball in enforcing its Alarm Ordinance to include tracking of responsible persons (including individuals, businesses and government agencies) who use alarm systems, registering of alarm systems, billing and notification of permit and false alarm fees in accordance with the Alarm Ordinance and at the direction and under the supervision of Tomball's Alarm Administrator, maintenance of a database of persons who use alarm systems, tracking of false alarm occurrences, collection of fees, the collection and enforcement of penalties for violations, generating performance and outcome reports and assuring the availability to Tomball of timely false alarm information, all as more specifically described in **Attachment A - Alarm Management Services**.

4. Software license.

Tomball shall be licensed and authorized to use the Software and any additional specific customization and development provided as part of the Alarm Management Services described in **Attachment A**. The license shall cover all Software, including, without limitation, software interfaces and software modifications. The scope of the license is non-transferable and non-exclusive and is authorized by CONTRACTOR for use by Tomball to access its false alarm information.

5. Duration of the Software License.

Tomball shall have the right to use the Software in accordance with **Attachment A** for so long as the CONTRACTOR provides Alarm Management Services to Tomball and/or licenses the Software in accordance with the Termination provisions in this Contract. This license shall apply for the duration of the Contract and any extensions provided for herein or agreed to in writing by the parties. In the event the business relationship with CONTRACTOR is terminated

or ended for any reason, Tomball's license rights to use the Software shall likewise terminate except as provided for in this Contract, including **Attachment B**.

6. Modification of the Software.

A. Modifications or adaptations of the Software shall be limited to creating or providing interfaces between the Software and Tomball's computer systems required to import or export data in order to implement the Software.

B. Tomball shall retain a nonexclusive License to use the modified and/or "customized" interfaces with the Software, provided, however, the use of the original Software with such adaptations in any projects other than the management of the Alarm Ordinance shall be subject to additional compensation to CONTRACTOR in an amount and subject to terms to be determined by the parties in writing prior to any such additional use.

7. Protecting Confidential and Proprietary Information.

The proprietary information of both parties, CONTRACTOR and Tomball is and shall remain the valuable intellectual property of each respective party. Except as required by law, neither party shall disclose any such information to any third party for any reason without the express written consent of the other party and shall only use proprietary information for internal purposes to facilitate and assist CONTRACTOR and CITY staff in the administration of the Alarm Ordinance. In addition, the parties shall provide reasonable safeguards to protect their respective software, hardware systems and data from unauthorized intrusion by third parties. Notwithstanding, the parties recognize that the CITY is a government body subject to compliance with Texas Public Records laws.

Names, addresses, type of alarm, identification information of any alarm monitoring company, or identification information of any person cited under the Alarm Ordinance shall not be released, exhibited or sold to any third party by CONTRACTOR, except as required by law.

All data received hereunder shall be made a part of Tomball's permanent records and files and preserved therein for a period in accordance with the requirements of Texas law. Tomball will inform CONTRACTOR of the required retention time in writing at the beginning of the Contract term and, in the event these requirements change, as soon as those changes are approved by the appropriate Texas State or CITY agency.

All alarm related data maintained by the CONTRACTOR shall remain the property of the CITY. If the contract is terminated for any reason, the CONTRACTOR shall provide such data to Tomball on a timely basis in a mutually acceptable, electronic file format.

8. Reproduction and Copyright.

A. The Software is protected under the Copyright and Patent laws of the United States, and as extended by treaty, with Canada. Tomball may not copy, or allow anyone else to copy or otherwise reproduce, any part of the Software without the prior written consent of CONTRACTOR, except to store and/or install a copy of the Software on a storage device, such as a network server, used only to run the Software on other computers over an internal network and except for two copies for back-up or archive purposes.

B. Tomball may copy any CONTRACTOR provided Software as necessary to its hard disks or other such storage medium to efficiently operate the Software on Tomball single-user system, multiple-user system, or network. The Software shall be copied as a whole, and the use of the copies shall be governed by this Contract. All other copying is prohibited.

9. Limitations on the Use of the Software.

Tomball may not reverse engineer, decompile, or disassemble the Software. The Software is licensed as a single product. Its component parts may not be separated.

10. Notices of Intellectual Property Rights.

Tomball shall assure that CONTRACTOR's notices of intellectual property (e.g., patent, trademark, and copyright notices) provided by CONTRACTOR, if any, shall remain visible on the Software when displayed electronically, or when output created by it is printed for distribution to persons or organizations outside the normal scope of the Alarm Ordinance.

11. Payment.

Tomball shall pay the CONTRACTOR for the Services described, in accordance with **Attachment B** ("Payment Terms").

12. Collection of Fines.

The CITY shall support the collection of false alarm fees, fines and penalties in accordance with the Alarm Ordinances and at the direction of the Alarm Administrator. If the CITY directs CONTRACTOR to engage a third-party collection organization for delinquent amounts, the CITY shall cause the necessary legislative and administrative procedures to be enacted and/or adopted in order to delegate to the CONTRACTOR the authority to collect the delinquent fees on behalf of the CITY.

13. Confidentiality of Tomball False Alarm Data.

Any false alarm collection data provided to the CONTRACTOR during the performance of the Alarm Management Services shall be used only in a manner consistent with this Contract, and no false alarm collection data shall be disclosed without the prior written consent of Tomball. If such disclosure is compelled or required in any judicial or administrative proceeding, the CONTRACTOR shall, before disclosing such information, first notify Tomball and give Tomball an opportunity to object to the disclosure.

In the event Tomball objects to such disclosure, it shall notify the CONTRACTOR that it will indemnify it, to the extent provided by law, for any costs and expense incurred, including, without limitation, the cost of attorney fees expended in the defense of any action or proceeding, or relating to the refusal to disclose such information.

14. Tomball Alarm Administrator.

To facilitate effective communication between Tomball and the CONTRACTOR, and in accordance with the Alarm Ordinance, Tomball shall designate an Alarm Administrator. The

Alarm Administrator shall have the power and authority to make decisions relating to the Services. A secondary Alarm Administrator will also be designated to act on behalf of the Alarm Administrator when the primary Alarm Administrator is unavailable. The primary and secondary Alarm Administrators shall be designated by Tomball. The Alarm Administrator has the authority to waive, void, or modify violation notices and the resulting fine amounts. Any such waiver, modification, or voiding will be communicated to the CONTRACTOR in a written format.

15. Resolution of Disputes.

A. *Mediation.* In the event of a dispute between the parties concerning any matter arising under this Contract, the parties shall proceed to good-faith mediation of the dispute. The mediation venue shall be Tomball, Texas. The cost of mediation shall be shared equally.

16. Termination.

A. *For Convenience.* Either party may terminate this Contract for any reason and at any time by giving at least ninety (90) days written notice to the other party of such termination and specifying the effective date thereof. If the Contract is terminated by the CITY, the CONTRACTOR shall be paid for any services already performed by sharing in the collections of all amounts billed by the CONTRACTOR through the date of termination. If the Contract is terminated by the CONTRACTOR, the CONTRACTOR shall provide an option for the CITY to transition operation of the alarm program to CITY facilities and staff using the CONTRACTOR's proprietary Software as described in Paragraph 17A.

B. *For Cause.* Either party may terminate this Contract for cause if the other party does not perform its duties or exercise its responsibilities in accordance with this Contract including the maintenance of the system of fees and fines in effect at the beginning of the Contract period. Upon an event of cause by either party (Non-performing party), the other (Claimant) party shall provide thirty (30) days prior written notice to the non-performing party that the Contract terms have not been carried out in accordance with this Contract. If the event of cause is not corrected by the Non-performing party to the reasonable satisfaction of the Claimant, the Claimant may terminate this Contract after a thirty (30) day written cure notice to the Non-performing party.

17. Rights upon Termination.

A. If the CONTRACTOR is entitled to terminate this Contract or the CITY chooses not to continue the Contract for its convenience, the CONTRACTOR shall offer Tomball an option, which must be exercised within thirty (30) calendar days after the Notice of Termination, to continue a conditional, uninterrupted, non-exclusive and non-transferable license to use the proprietary Software as necessary to support and administer Tomball's Alarm Ordinance conditional on the payment of one-time transitional service and ongoing annual license, maintenance and support fees at the CONTRACTOR's then prevailing rates.

B. If Tomball terminates this Contract or if the CONTRACTOR terminates for cause, Tomball, in addition to payment of false alarm collections owed to the CONTRACTOR based on the CONTRACTOR's billings through the date of termination, shall undertake good faith efforts to collect any Alarm Management Services fees and civil penalties for Ordinance violations billed, but not yet collected, as of the date of termination, in order to pay the

CONTRACTOR, all amounts due the CONTRACTOR as a result of efforts engaged in by the CONTRACTOR on Tomball's behalf.

C. In the event that either party terminates this agreement, the CONTRACTOR agrees that all data collected under this agreement is part of Tomball's permanent record and that all data, including historical records under the required retention time will be provided to Tomball in an agreed upon data format within 30 days of the termination date.

18. Indemnification.

A. The CONTRACTOR shall indemnify, hold harmless, and defend Tomball, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorney's fees, arising out of or resulting, directly or indirectly, from the CONTRACTOR's (or CONTRACTOR's subcontractors, if any) performance or breach of the Contract provided that such claim, damage, loss, or expense is not caused by the negligent act or omission or willful misconduct of Tomball or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification provision shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

B. In the event that a claim is made against the CONTRACTOR, which arises out of the negligence or willful misconduct of Tomball or any of Tomball's employees, Tomball shall indemnify the CONTRACTOR to the extent Tomball is liable and authorized to do so under the law.

C. Any party seeking indemnification shall promptly notify the other party of its discovery of any matter-giving rise to a claim of indemnity. For each individual claim, the indemnifying party shall have no obligation to the other or to any third party with respect to any expenses incurred by or on behalf of the other or its assumption of control of the defense of the claim, or with respect to any compromise or settlement made, without the prior written consent of both parties.

20. Patent infringement.

The CONTRACTOR shall indemnify Tomball, its elected and appointed officials, officers, employees, agents, and successors in interest from and against all damages and expenses resulting from any infringement action brought against the CONTRACTOR, or against Tomball to the extent that any such action is predicated on the use of CONTRACTOR's software, during the term of this Contract. This Hold Harmless and Indemnification provision shall in no way be limited by any financial responsibility or insurance and shall survive termination of this contract

21. Limitation of Liability.

In no event shall either Party be liable to the other for consequential, special, or incidental damages arising out of or relating to performance and nonperformance. This limitation shall apply regardless of the form of action, whether in contract or in tort, including negligence or misrepresentation.

22. Insurance.

The CONTRACTOR shall provide and maintain in full force and effect at no additional cost to Tomball for the duration of the Contract commercial general liability insurance or comprehensive general liability insurance with a minimum limit of \$1,000,000 per occurrence for bodily injury and damage to property including contractual liability, premises/operations, products/completed operations, independent CONTRACTORs, broad form property damage, and personal injury coverage and a minimum aggregate amount of \$1,000,000 or commercial/comprehensive general liability insurance plus additional excess umbrella liability insurance to meet these limits.

The CONTRACTOR agrees that it shall add Tomball, its elected and appointed officials, officers, employees, agents, and successors in interest to the CONTRACTOR's liability insurance policies as additional insureds. The CONTRACTOR shall require its insurance carrier or agent to certify that this requirement has been satisfied on all Insurance Certificates issued under this Contract.

Before any work is initiated and before any invoices are paid for work performed under this Contract, the CONTRACTOR shall provide written proof of compliance with the above insurance requirements by delivering to:

City of Tomball
Attention: City Secretary
401 Market Street
Tomball, Texas 77375
Attention: _____

a copy of a certificate or certificates of insurance completed by its insurance carrier or agent certifying that minimum insurance coverages as required above are in effect and that the coverage will not be canceled or changed until thirty (30) days after written notice is given to the CITY. The CONTRACTOR shall maintain, update, and renew the Certificate(s) for the term of this Contract.

23. Assignment.

This Contract shall not be assigned to any third party without prior written consent, which may be withheld in the sole and absolute discretion of either party. A change in ownership of the CONTRACTOR or a purchase of the majority of assets or stock of the CONTRACTOR by another company shall not be considered an assignment of this Contract.

24. Attorney's Fees.

Should the parties or either of them employ an attorney to enforce by litigation in a court of competent jurisdiction, any of the contract provisions because of a disputed matter arising under this Contract, to assert damages for the breach of the Contract, or in order to obtain injunctive relief, then the prevailing party shall be entitled to recover reasonable attorney's fees, costs, charges, and any expenses expended or incurred.

25. Notices.

Wherever under this Contract one party is required or permitted to give notice to the other, such notice shall be deemed given when delivered in hand or when mailed, by United States mail, certified, return receipt requested, postage prepaid, and addressed as follows:

In the case of the CONTRACTOR:

Public Safety Corporation
103 Paul Mellon Court
Waldorf, Maryland 20602
Attention: Contract Administration

In the case of Tomball:

City of Tomball
Attention: City Secretary
401 Market Street
Tomball, Texas 77375
Attention: _____

26. Governing Law.

The substantive laws of the State of Texas shall govern this Contract without regard to the law of conflicts. Venue shall be in the appropriate court of Harris County, Texas. Such actions shall neither be commenced in nor removed to federal court.

27. Severability.

If any provision of this Contract is held invalid or otherwise unenforceable, the enforceability of the remaining provisions shall not be impaired.

28. No Waiver.

The failure by any party to exercise any right stated in this Contract shall not be deemed a waiver of the right.

29. Complete Agreement.

This Contract when signed by both parties sets forth the entire understanding of the parties as to its subject matter, conditions and obligations and may not be modified except by further written agreement.

30. Independent Contractors.

In performing the work under this Contract, the CONTRACTOR acts as an independent CONTRACTOR and is solely responsible for necessary and adequate worker's compensation insurance, personal injury and property damage insurance, as well as errors and omissions insurance. The CONTRACTOR, as an independent CONTRACTOR, is obligated to pay federal and state income tax on moneys earned. The personnel employed by the CONTRACTOR are not and shall not become employees, agents or servants of Tomball because of the performance of any work by or under the performance of this Contract.

31. Cooperative Purchases.

This Contract may be used by other government agencies. The CONTRACTOR has agreed to offer similar services to other agencies under the same terms and conditions as stated herein except that the revenue share percentage (Compensation) may be negotiated between the CONTRACTOR and other agencies based on the specific revenue expectations, agency reimbursed costs, and other agency requirements. The CITY will in no way whatsoever incur any liability in relation to specifications, delivery, payment, or any other aspect of purchases by such agencies.

[Remainder of page intentionally left blank]

WHEREAS, the individuals representing the parties are both authorized and have executed this Contract effective as of on the date first written above.

Tomball, Texas

By: _____

[Name and Title – please print]

Public Safety Corporation

By: _____

[Authorized Signing Officer]

[Name and Title – please print]

STATE OF _____
COUNTY OF _____

Sworn and subscribed before me this _____ day of _____, 2016 by _____ as the _____ of Public Safety Corporation and who is personally known to me or produced _____ as identification and who did/did not take an oath.

NOTARY SEAL:

Notary Public, State of _____

ATTACHMENT A

Scope of Services

Purpose

The purpose of this Scope of Services is to describe the duties and responsibilities of Public Safety Corporation ("PSC" or "CONTRACTOR"), and the Tomball, Texas ("Tomball" or "CITY").

CONTRACTOR Responsibilities

1. Update alarm business, alarm system location and responsible party information and renew permits and alarm registrations in accordance with the CITY Alarm Ordinance ("Ordinance"). Updated information may be processed by mail, electronically and / or online;
2. Register, renew and bill the registration of alarm systems in accordance with the Ordinance. Registrations and renewals may be processed by mail, telephone, electronically and / or online. Notices related to registration may be sent by email or mail based on the alarm user contact information maintained;
3. Import daily into the CONTRACTOR's CryWolf[®] alarm billing system, alarm incident data (in formats prescribed by PSC) extracted by the CITY from the CITY's CAD System;
4. Create and host a dedicated, secure (SSL encrypted) Tomball Alarm Program website for CITY citizens and businesses to obtain false alarm reduction educational information, review alarm ordinance and appeal requirements, access and update alarm account information, and pay alarm fees online if preferred. This website may be linked by the CITY to the CITY website if desired;
5. Initialize, maintain, secure and back-up Program databases including alarm business, alarm system location and incident data; alarm-related financial transactions and accounts receivable information. PSC will comply with the provisions of the Alarm Ordinance, and update Program business rules to comply with Alarm Ordinance changes as supported by the PSC Software;
6. Process false alarm incident data, including the matching of false alarm incidents with the alarm system location database maintained by PSC;
7. Bill and correspond with alarm businesses and alarm users in accordance with the Alarm Ordinance provisions. This will include but may not be limited to invoices and delinquent payment notices. A warning notice will be sent to each alarm user on the occasion of the alarm user's first false alarm immediately preceding the first chargeable alarm incident. Warning notices may be sent by mail, email or other electronic method based on the alarm user's accepted contact method(s);
8. Provide CITY alarm users access to online information on false alarm reduction and Ordinance requirements to include an Online Alarm School if required by the Alarm Ordinance.
9. Answer telephone inquiries from CITY alarm users that are placed to a false alarm program toll-free customer service number established by PSC for the CITY;

10. Process fee / penalty payments mailed to and deposited in a nearby CITY-approved bank lockbox and account, and received from other payment channels, e.g. online, as agreed on by PSC and the CITY, and apply these payments to alarm accounts;

11. Support alarm hearings and appeals by notifying the CITY of any such appeals, providing a CITY Alarm Program representative with documentation supporting noticing / billing decisions; and updating the system with the disposition of any hearing results;

12. Provide and maintain computer equipment, software, mailing equipment and furniture at PSC's Program processing facilities;

13. Provide the CITY secure (SSL encrypted), online, on-demand access to alarm management information and reports including, but not limited to, alarm account transaction history, alarm system information, and financial transactions/balances with format and content specified by the CryWolf® Alarm Management System and the designated Bank, and agreed on between the CITY and PSC; and,

14. Perform special collection functions as directed and authorized by the CITY such as retaining a third party collection agency or providing delinquent account information to other CITY agencies. To the extent permitted by local law, third-party collection fees will be added to the delinquent amounts.

PSC is responsible for all costs of carrying out these responsibilities including, but not limited to, the costs of staff, facilities, equipment, consumable supplies and first-class postage. Only bank and credit card fees, third party collection costs (if any), e.g. collection agency fee, and citizen overpayments, if any, will be shared by the parties through payment from gross collections before revenue sharing.

Tomball Responsibilities

1. Appointing a CITY Alarm Administrator ("Administrator") and backup administrator who will be the primary points of contact between PSC and the CITY. The Administrator(s) is responsible for overseeing PSC's operation of the False Alarm Management Services Program ("Program") and accessing Program information, as needed, via PSC provided online access;

2. Requesting or supporting PSC's requests of Alarm Companies, as needed, to provide alarm system information;

3. Making any and all decisions about alarm call response, determining whether calls are false alarms, providing any on-scene communication of alarm related information to alarm users, and for entering any alarm related information within the CITY'S CAD system;

4. Extracting false alarm call incident data from the CAD System and transferring this data electronically to PSC (via PSC's FTP site). The data extraction format will be provided by PSC and PSC will provide the CITY additional software for automating the daily transfer of alarm incident files to PSC;

5. Scheduling, conducting and making appeal decisions for any false alarm hearings;

6. Conducting any general public education programs on false alarms; and,

7. Transferring any and all financial information from the Program generated alarm reports to other Tomball financial systems, as needed.

The CITY is responsible for all costs of carrying out the CITY's responsibilities, including, but not limited to the costs of staff, facilities, computer equipment and consumable supplies.

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ATTACHMENT B PAYMENT TERMS

1. Revenue Sharing Percentage

For the provision of all Services and technology outlined in this Contract, CONTRACTOR shall obtain payment exclusively from the revenues CONTRACTOR helps generate. There shall be no upfront systems development, licensing, conversion, equipment, travel, support or other costs. CONTRACTOR shall purchase, configure, install, and customize all systems and processes CONTRACTOR requires to provide the Services described herein. The CONTRACTOR's Revenue Share is 47.5%.

This Revenue Share is based on the current Alarm Ordinance provisions as of June 30, 2016, and is subject to renegotiation by the CITY with the CONTRACTOR following any material new fee provisions enacted by City Council as part of a subsequent Alarm Ordinance.

The only amounts that shall be paid from the total collected revenue and subtracted from the total collected revenue before the revenue sharing percentages are applied are:

1. Any overpayments by alarm users to be refunded or held for application against future charges, as directed by the CITY;
2. Special mailing costs, if any, in excess of U.S. Post Office first class rates; and Third-party credit card processing charges, if any.

Any certified mail requirements will be billed separately on a monthly basis and is not subject to the revenue share division.

The revenue share percentage includes all annual license, maintenance and support of PSC's Software.

The revenue share percentage is based on several assumptions over which the CONTRACTOR has little or no control:

- The Ordinance fee and fine schedules remain at levels equal to or greater than at the Contract effective date;
- The CITY adopts a fair, but firm approach to granting appeals. Appeals and CITY waived charges are expected to reduce collections by no more than 5% annually; and
- The CITY actively supports enforcement of the Alarm Ordinance, including support of reasonable measures to collect all amounts due for violations of the Alarm Ordinance.

Revenue Share Payment Process

CITY and CONTRACTOR agree as follows:

1. All false alarm related fee collections from any payment method, including but not limited to bank lockbox and online credit card, shall be deposited by Tomball, as soon as practical, in a False Alarm Bank Account ("False Alarm Account") to be established at the City's depository bank;
2. CITY and CONTRACTOR agree to maintain a positive balance of available funds ("Minimum Balance") at all times in the False Alarm Account;

- 3 . At the beginning of each month, CONTRACTOR will reconcile the alarm related deposits for the most recent completed month and report the same to CITY. Upon CITY's approval, CITY and CONTRACTOR shall authorize and cause the issuance of electronic (ACH) transfers to CITY and to CONTRACTOR as follows:
 - a . With regard to the transfer to CONTRACTOR, the amount will be calculated for CONTRACTOR based on the Revenue Share described above. That amount, not to exceed 47.5% of the revenue collected during the preceding month, shall be transferred to a bank and account authorized by CONTRACTOR; and,
 - b . The remaining balance of the revenue collected during the preceding month of no less than 52.5%, shall be transferred to a bank and CITY account specified by the CITY.
- 4 . At the termination of this Contract, any remaining balance shall be transferred to CONTRACTOR and to CITY on the same prorata basis, e.g. 47.5% and 52.5% respectively.
- 5 . CITY is a Texas public entity and all financial obligations extending beyond the current fiscal year are subject to funds being budgeted and appropriated therefore.

Delinquent Account Terms

The parties shall define a mutually agreeable process and methods for collecting amounts due from delinquent accounts. If organizations other than the CITY and CONTRACTOR are retained to collect overdue amounts, the parties agree that the collection costs shall to the extent permitted by State of Texas law be added to the delinquent amounts owed by alarm system users or be borne by the parties on a pro-rata basis by deducting the third party collection fees from the gross third party collections before the revenue shares are calculated.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: November 7, 2016

Topic:

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

- Sec. 551.071 - Consultation with the City Attorney regarding a matter that the Attorney's duty requires to be discussed in closed session.

Background:**Origination:**

City Manager

Recommendation:

N/A

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

City Secretary

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: November 7, 2016

Topic:

Terminate the Professional Services Agreement with LJA Engineering and Approve the Professional Services Agreement for Engineering Services to Gunda Corporation for the M121 East & West Drainage Channels & Detention Basin Final Design

Background:

The M121 channel has been designed and constructed from Hardin Ditch (Northernmost starting point) to Theis Road. In 2011, when we entered into the contract with LJA Engineering, design and construction was estimated to be substantially completed in one year. While there are a number of issues that have played a role in the delay (e.g. wetlands, pipelines, and property acquisition), we are at a juncture in this project, which allows for a change in engineering firms, which staff believes is prudent and necessary to improve efficiencies and expedite completion of this project.

Origination:

Public Works Department

Recommendation:

Staff recommends terminating the existing contract with LJA Engineering, Inc and awarding contract to Gunda Corporation.

Funding:

Yes

Account Number:400-154-6409

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

David Esquivel, Public Works Director

ACTION TAKEN

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

PSA - LJA Engineering Inc

PSA - Gunda Corporation

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
M121 EAST & WEST CHANNELS & DETENTION BASIN FINAL DESIGN
E&P PROJECT NUMBER: 2003-10005**

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

THIS AGREEMENT made on the 7th day of December, 2011 entered into, and executed by and between the City of Tomball, Texas (the "City"), a municipal corporation of the State of Texas, and LJA Engineering, Inc. ("Engineer").

WITNESSETH:

WHEREAS, the City desires to complete Final Design for the Willow Creek Tributary M121 East & West Channels and Detention Basin (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to complete Final Design for the Willow Creek Tributary M121 East & West Channels and Detention Basin, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to completing Final Design for the Willow Creek Tributary M121 East & West Channels and Detention Basin;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in Attachment "A" attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in Section VII.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a professional and workmanlike manner. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance

of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Work is two-hundred and forty (240) days beginning from the execution date of this Agreement. Upon written request of Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

In the event funding is not available, this agreement will be null and void.

SECTION V COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Attachment "A," up to an amount not to exceed \$1,445,800.00, plus reimbursable expenses as identified in Attachment "A."

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer performed under this Agreement bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

LJA Engineering, Inc.
2929 Briarpark Drive, Suite 600
Houston, TX 77042
Attn: David H. Zuhlke, P.E., CFM

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball
501 James Street
Tomball, Texas 77375
Attn: Director of Engineering and Planning

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII MODIFICATIONS

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

SECTION XVI INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

SECTION XVII MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

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

IN WITNESS WHEREOF, the City of Tomball has lawfully caused this Agreement to be executed by the City Manager of said City and attested by the City Secretary, and LJA Engineering, Inc., acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this 7th day of December, 2011.

ENGINEER:

LJA ENGINEERING, INC.

By: 

Name: Jeff P. Collins, PE

Title: Senior Vice President

CITY OF TOMBALL, TEXAS



George Shackelford, City Manager

ATTEST:


Doris Speer, City Secretary

ATTACHMENT "A"
SCOPE OF SERVICES
AND
BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

ATTACHMENT A

SCOPE OF SERVICES M121 CHANNEL AND DETENTION BASIN DESIGN

The proposed project is to complete one construction plan set and specifications for the Willow Creek Tributary M121 West and East. The limits of the plans are from the confluence with Willow Creek to approximately Hardin Street Ditch, as outlined in the M121 Preliminary Engineering Report, dated October 2009. The length of the project is approximately 11,000 feet from Willow Creek up to Hardin Street Ditch for the M121 West alignment including approximately 2800 feet of the existing M121-00-00 channel alignment from Willow Creek to Holderrieth Road and 2400 feet of Hardin Street Ditch including improvements for Hampton Place development. The M121 East alignment will be completed from Holderrieth north to its terminus at Agg Road which is approximately 3000 feet. The existing M500-01-00 detention basin will require some work for side slope repair and final grading to bring the site up to HCFCD standards. The project will also include associated detention to offset the impacts in the Willow Creek watershed for ultimate development. The project will be designed to HCFCD standards and specifications to allow for the possibility of HCFCD taking over maintenance in the future.

PHASE 1 – FINAL CONSTRUCTION PLANS (Lump Sum)

1. Coordination, Meeting Attendance and Field Visit

- Coordinate between City of Tomball and the other members on the project team, which include the surveyor, ecologists, subsurface utility engineering team and the geotechnical engineers. The coordination effort will also include coordination with HCFCD and Harris County Precinct 4. A maximum of four meetings will take place with HCFCD and Harris County Precinct 4.
- Attend meetings with City of Tomball staff to discuss the project. A maximum of six meetings will take place.
- Field Visit: Conduct two field visits of the watershed and determine locations of possible conflicts or potential design conflicts.

2. Update Hydrology and Hydraulics

HEC-RAS models will be updated with field obtained topographic information for the section of M121 West south of Holderrieth Road. During the PER for the project, LiDAR information was used for this area. It is expected during the final design phase some revisions to the HEC-RAS models will be required due to field conditions. Also additional modeling for the two tracts of land on the east side of M121 West at Hardin Street Ditch will be included.

3. HCFCD Drainage Impact Analysis Report and Drainage Memo

A drainage impact analysis report will be submitted to HCFCD for review and approval. This report is required as the project will connect to a HCFCD facility. Part of the drainage impact report will be a phasing plan to demonstrate at what development density the additional detention expansion will need to be constructed. To meet

minimum HCFCD detention requirements, the report may encompass both the M121 and adjacent M118 watershed improvements. At the time of this scope, it is anticipated that M118 and M121 construction should happen simultaneously or M118 is expected to be completed prior to M121 effort. The report will include any modeling revisions encountered during the first part of the design phase due to new topography. This scope does not include a CLOMR or LOMR for these projects.

A separate drainage memo will be completed for scenarios investigated for improving the Hardin Street Ditch to box culverts and proposed improvements to reduce existing flooding from the Hampton Place.

4. Construction Plans and Specification

LJA will create plan and profile sheets on 22" x 34" sheet size at a horizontal scale of 1" = 20' and a vertical scale of 1" = 2' for the channel portion of the project. Existing utilities, existing property ownership, proposed channel flowline, proposed drainage structures, and erosion control structures will be shown on the plan and profile sheets. Cross-sections will be cut at 200-foot intervals for the project. Storm Water Pollution Prevention Plan sheets (1" = 100') will be prepared for the channel improvement project including details. Other channel sheets will include drainage area map, detail sheets, and typical sections.

For this scope of services, it is anticipated that one complete construction package will be completed for the M121 West and M121 East channels. At a date determined later by the City, the west and east packages may be split into two separate packages for bidding and construction purposes. The effort required to split the overall design is not part of this scope of services.

LJA will design bridges meeting Harris County Public Infrastructure Department Architecture and Engineering Division requirements for the following locations:

- Holderrieth Road (two crossing: M121W and M121E)
- Theis Road

The bridge design for this scope assumes that the ultimate Holderrieth Road 4-lane boulevard section will require two separate bridge structures and for this scope only one –two lane bridge at each location will be designed. Discussions will take place with Harris County Precinct 4 to determine if this will be acceptable and to determine if the north or south bridge structure will be designed for this project. Bridge layout sheets along with bridge details will be developed for each bridge location. At the time of this scope, it is anticipated no bridges will be required along the M121 West channel south of Holderrieth for landowner access. Landowner access for property south of the M121 West channel alignment will be provided via an access road on the south edge of the channel and not bridges across M121 West.

For Traffic Control, this scope provides for phased construction of the three proposed bridges, maintaining traffic at each location. Plans will include all temporary pavement, signage and pavement markings, and other installations necessary to provide for continual traffic operations during the construction period.

For this scope, it will be assumed that all of the private utilities will be moved prior to construction; and assumed no public utility relocation sheets will be required in the plan set.

LJA will develop structural design sheets for the concrete drop structures for three (3) locations along the M121 West channel alignment and three (3) locations along M121 East channel alignment. Structural detail sheets will be developed for each location.

A horizontal layout sheet, grading sheet, and Storm Water Pollution Prevention Plan sheet will be created for the completion of excavation of the M500-01-00 detention basin and ultimate expansion. Currently, HCFCD has excavated approximately 90% of the current M500-01-00 detention basin location. The ultimate expansion for the M500-01-00 basin will be designed as well under this scope of services. Existing utilities, existing property ownership, proposed basin, proposed drainage structures, and erosion control structures will be shown on the plan sheets. Other detention basin sheets will include typical sections, cross-section sheets, control structure details and drainage details. It will be assumed that all of the private utilities will be moved prior to construction.

5. Advertise, Bid and Award

LJA will advertise the project, attend pre-bid conference, attend bid opening, and tabulate bid estimates. After the bids have been tabulated, LJA will recommend awarding of contract. Construction administration is not in this scope of services. However, LJA will be pleased to provide construction phase services to the extent required by the City.

6. Cost Analysis

LJA shall prepare a cost estimate for construction for the channel and detention project. The cost estimate will include existing utility relocation costs along with cost items for construction of the channel itself.

ADDITIONAL SERVICE ITEMS (Time and Materials with Limit)

1. Field Surveying

In the PER study, topographic survey was completed for a majority of the M121 West channel alignment. The only area not field surveyed was the portion of the channel south of Holderrieth, approximately 2500 feet. Property acquisition documents will be developed for the M121 West channel alignment south of Holderrieth until its confluence with the existing M121-00-00 channel. Property acquisition documents will be developed for the M121 East channel alignment north of the Hometown Apartments. The following items describe the surveying services to be completed for the final design project:

- **Horizontal Control:** The stationing of the cross sections will begin at the intersection of the M121 West alignment and the existing M121 channel and increasing the channel stationing moving upstream. The first complete cross section for the project will begin at the intersection of the two alignments.

- Vertical Control: All vertical information will be based on NAVD 1988 datum with 2001 adjustment.
- Topographic Surveying: A detailed topographic survey will be conducted by taking cross sections every 200 feet from right-of-way line to right-of-way line. In areas where the City of Tomball does not own the ROW, an additional 100 feet outside of preliminary ROW (50 feet each side) will be surveyed. All cross sections are to be surveyed perpendicular to the ROW. All abrupt changes in elevations are to be surveyed. At all road crossings, the profile of the road centerline is to be surveyed. The roadway profiles at all crossings are to be surveyed as if the surveyor is looking downstream. Along with the roadway profiles, the roadside ditches shall be surveyed as well. The excavated M500-01-00 detention basin has been surveyed by HCFCD personnel and will be used for design purposes. Some minor additional areas around the wetland area may need field surveying. The two additional parcels of land for the M500-01-00 expansion will have the boundary established as well as the existing Willow Creek easement located along its centerline. A 200-ft grid will be established for topographic work on the site. This information will be used as the base information for the project.
- Topographic survey of the M121 lateral ROW from Cherry Street to M121 East.
- Surface Features: Existing features such as roadways, utilities, fences, culvert, etc. will be located within the proposed ROW.
- Utility Location: The surveyors are responsible for locating storm sewers, sanitary sewers, waterlines, telephone lines and pipelines (if the pipeline markers exist) within the proposed ROW. No probing will occur.
- Boundary surveys: Surveyor will locate all property corners already owned by the City of Tomball. Any missing or destroyed property corners shall be re-established. In areas of the project that does not have ROW currently owned by the City of Tomball, the adjacent property lines will be established.
- The City of Tomball will obtain all right of entry for property not owned by the City for this project.
- Bore Locations: After the geotechnical bores have been completed, surveyor will tie in the bore hole locations on the topographic survey.
- Coordinate with SUE subcontractor for benchmark information as well as staking the M121 West channel centerline south of Holderrieth to M121 confluence at 200 foot intervals.
- Property acquisition: Surveyor will create an overall acquisition map showing all parcels to be obtained.
- Boundary surveys: Surveyor will create individual parcel sketches and legal descriptions for each parcel to be acquired. The following list is the expected property acquisition:
 - a) M121 East Parcels – 9 assumed
 - b) M121 West (south of Holderrieth) – 5 assumed
 - c) M121 lateral – 4 assumed

In addition, the Hardin Street Ditch right-of-way will be verified from M121 West to Cherry Street to confirm the City does have ownership of all property.

2. Geotechnical Investigation

A geotechnical consultant will conduct a geotechnical investigation for the project. The appropriate geotechnical information will be provided to LJA to incorporate in the channel, detention basin, drop structure and bridge design for the project. The design of the bridges will be performed in accordance with Harris County Public Infrastructure Department (HCPID) design guidelines dated February, 2010 and the design of channel, detention basins and drop structures will be performed in accordance with Harris County Design Guidelines and Appendix D of Harris County Flood Control District Policy Criteria, and Procedure Manual, dated December 21, 2010

3. Environmental Assessment Investigation

A Phase I Environmental Site Assessment (ESA) will be completed for all property to be acquired by the City of Tomball. The investigation will identify "recognized environmental conditions" associated with the current or past usage of the property or with off-site sources of environmental contamination. The proposed ESA will be conducted in accordance with the American Society for Testing and Materials (ASTM) Standard Practice E1527-05. On-site surveys will be conducted consistent with the US Army Corps of Engineers (USACE) 1987 Wetlands Delineation Manual and the Regional supplement to the Corps of Engineers Wetland Delineation Manual: Atlantic and Gulf Coastal Plain Region (Version 2.0) to delineate boundaries and record the characteristics of potential waters of the US. A review of threatened and endangered species list provided by the US Fish and Wildlife Service (USFWS) for Harris County (listed species) will be completed. During the field effort for the wetland delineation, the presence/absence of listed species' habitat on the site will be confirmed. A cultural resources constraints analysis will be completed prior to committing to any type of field survey. A preliminary jurisdictional determination form will be submitted to the USACE. This determination may be used as part of a Nationwide Permit for any impacts that can not be avoided during construction. An individual permit is not part of this effort.

4. Subsurface Utility Engineering

For the PER study, the majority of the M121 West channel alignment was completed for Subsurface Utility Engineering (SUE) work. For the final design phase, the section of M121 West south of Holderrieth will be investigated for pipelines. Additionally, the area for the future expansion of the M500-01-00 detention facility also requires a SUE investigation for pipelines. This information will be provided to LJA in Microstation format for inclusion in the design plans.

5. On-Call Engineering Services – Pipeline Relocation Design

Any private utilities requiring relocation due to construction of the M121 West and M121 East channel alignment will be moved prior to construction. LJA will coordinate with utility owner and provide plan and profile sheets for relocation of utilities prior to construction.

6. On-Call Engineering Services – Drainage Review

Several areas may require additional drainage consideration for the M121-00-00 Watershed. Expected drainage improvements south of Theis Road and west of the

channel alignment will need to be reviewed by the design engineer prior to the city approving the developer's channel design to discharge to the M121 West channel. Along M121 East, the future improvement of an existing private road to a public road with a 60-ft right-of-way could be evaluated during the final design of the M121 East channel.

7. Construction Phase Services

LJA will provide the following construction phase services:

Provide construction control staking consisting of:

Horizontal Control: The surveyor will set control points along the project centerline approximately every 1000 feet.

Vertical Control: Benchmarks will be set along the project reach with the NAVD 1988 datum with 2001 adjustment.

Review shop, laboratory, and mill tests of material for compliance with design concepts and specifications and promptly report to City any deficiencies noted.

Review and approve contractor pay request.

Make weekly visits, as distinguished from the continuous services of a resident project representative, to observe the progress and quality of the work, and to determine, in general, if the work is proceeding in accordance with the contract documents. After each visit, the Engineer will prepare a written report of his observations of the progress and quality of work performed pursuant to the contract documents. A copy of said reports will be submitted to the City. In performing these services, the Engineer will endeavor to protect the City against defects and deficiencies in the work of the contractors, but the Engineer does not guarantee the performance of their contracts, nor does the Engineer accept responsibility for the Contractor's means, methods, and workers' safety. The Engineer will also conduct inspections to determine the dates of substantial and final completion.

Consult with and advise the City during construction. Engineer will issue all instructions to the Contractor requested by the City and prepare, sign, and issue routine change orders for City's approval.

Participate with the City's representative in a final inspection of the project.

Prepare and deliver to City a set of reproducible record drawings showing those changes made during the construction period based on change orders, marked-up prints, drawings, and other data furnished by the Contractor to the Engineer and which Engineer considers significant.

TERMS

LJA proposes to perform the engineering services as described in the scope of services on a lump sum basis to be billed monthly on a percent complete schedule for the basic services tasks and on a time and materials not too exceed for the additional services tasks.

SCHEDULE

After receiving your Notice to Proceed, LJA will complete the design channel project within 240 days.

BUDGET

LJA proposes to perform the engineering services described in the scope of services for \$1,445,800. For your convenience, and information, we have attached our fee estimate so that you can review the composition of this fee.

Task Descriptions	Labor (Hours)							Number of Sheets	Hours/Sheet
	Total	Project Manager	Project Engineer	Staff Engineer	CAD/ Tech	Clerical Support			
BASIC SERVICES									
TASK 1: Coordination, Meeting Attendance and Field Visit									
Coordination including meetings (4 max.)	114	16	32	42	16	8			
Progress Meetings (6 max.)	96	24	24	24	12	12			
Field Visits (2 visits)	16		8	8					
Monthly Reports/Schedule Update	88	48	16	8		16			
Subtotal	314	88	80	82	28	36			
FEE	\$ 40,400	\$ 15,664	\$ 11,600	\$ 8,610	\$ 3,334	\$ 2,332			
TASK 2: Updated Hydrology and Hydraulics									
Update HEC-RAS Model for M121-00-00 Channel West - South of Holderreith - Ultimate Project	84	4	16	64					
Update HEC-RAS Model for M121-00-00 Channel West - South of Holderreith - Phase 1	60	4	16	40					
Analyze Hampton Place Drainage Improvements	64	8	8	48					
Subtotal	208	16	40	152	0	0			
FEE	\$ 34,600	\$ 2,848	\$ 5,800	\$ 15,960	\$ -	\$ -			
TASK 3: HPCPD Drainage Impact Analysis Report									
Prepare Drainage Impact Analysis Report	288	24	56	160	32	16			
Hardin Street Ditch Evaluation Memo	96	8	32	40	12	4			
Subtotal	384	32	88	200	44	20			
FEE	\$ 44,300	\$ 5,696	\$ 12,760	\$ 21,000	\$ 3,652	\$ 1,340			
TASK 4: Construction Plans & Specifications									
Cover Sheet	12			4	8		1	12	
General Notes	12			4	8		1	12	
Channel Layout Sheet (2)	44		8	12	24		2	22	
Detention Basin Layout Sheet	24			8	16		1	24	
Project Control Sheet (2)	52		8	12	32		2	26	
Drainage Area Maps (2)	56		8	16	32		2	28	
Typical Sections (2)	64		8	24	32		2	32	
P&P Sheets for M121-00-00 - Willow Creek to Holderreith Rd (1"=20' H, 1"=2' V)	184	12	40	60	72		6	31	
P&P Sheets for M121-00-00 West (1"=20' H, 1"=2' V)	672	48	96	248	280		22	31	
P&P Sheets for M121-00-00 East north of Holderreith Rd (1"=20' H, 1"=2' V)	336	24	48	124	140		11	31	
P&P Sheets for Hardin Street Ditch (1"=20' H, 1"=2' V)	156	12	32	48	64		5	31	
P&P Sheets for Hampton Place Improvements (1"=20' H, 1"=2' V)	104	8	24	32	40		3	35	
M500-01-00 Detention Basin Grading Plan	30		2	8	20		1	30	
M500-01-00 Expansion Detention Basin Grading Plan	42		2	16	24		1	42	
Channel Cross-Sections (200' interval)	274	6	30	76	162		19	14	
Culvert Details	120		8	32	80		4	30	
Removal Sheets	54		2	12	40		2	27	
General Bridge Design Services	156	20	48	64	24				
Bridge Design - Holderreith Road Crossing - M121 West (3 Spans Assumed)	400	16	80	144	160		10	40	
Bridge Design - Holderreith Road Crossing - M121 East (3 Spans Assumed)	400	16	80	144	160		10	40	
Bridge Design - This Lane Crossing M121W (3 Spans Assumed)	400	16	80	144	160		10	40	
Bridge - Miscellaneous Details	40		8	20	12		1	40	
Bridge - TxDOT and County Standard Details	10		2	6	2		1	1	
Drop Structure Design - M121W (Sta 46+60) 4.50' Wall	50	2	8	16	24		1	50	
Drop Structure Design - M121W (Sta 58+55) 3.25' Wall	50	2	8	16	24		1	50	
Drop Structure Design - M121W (Sta 64+85) 3.00' Wall	50		4	10	16		1	50	
Drop Structure Design - M121E (Sta 42+70) 4.00' Wall	50	2	8	16	24		1	50	
Drop Structure Design - M121E (Sta 50+23) 2.00' Wall	30		4	10	16		1	30	
Drop Structure Design - M121E (Sta 58+03) 3.00' Wall	30		4	10	16		1	30	
Drainage Details	148	4	16	48	80		4	37	
SWPPP Sheets (1"=100')	295		20	125	150		10	30	
Traffic Control Plan - General	28	4	4	16	4		2	14	
Thesis - Layouts and Details	176	24	80	48	24		4	44	
Holderreith East Bridge	224	32	120	48	24		5	45	
Holderreith West Bridge	176	24	80	48	24		4	44	
Roadway Approach for Bridges	140	8	32	40	60		4	35	
Specifications and Bid Documents	92	4	16	44		28			
QA/QC	64	48	16						
Subtotal	5235	332	1034	1753	2078	28			
FEE	\$ 567,300	\$ 59,096	\$ 149,936	\$ 184,065	\$ 172,474	\$ 1,736			
TASK 5: Advertise, Bid and Award									
Prepare Advertisement	14	4		2		8			
Attend Pre-bid Conference	16	8		8					
Attend Bid Opening	8	4	4						
Tabulate Bids	14	2		8		4			
Subtotal	52	18	4	18	0	12			
FEE	\$ 6,400	\$ 3,204	\$ 580	\$ 1,890	\$ -	\$ 744			
TASK 6: Cost Analysis									
Cost Estimate for Construction	64	20	24	16		4			
Subtotal	64	20	24	16	0	4			
FEE	\$ 9,000	\$ 3,560	\$ 3,480	\$ 1,680	\$ -	\$ 248			
BASIC SERVICES TOTAL	\$ 692,000								
ADDITIONAL SERVICES									
TASK 1: Field Surveying	\$164,700								
TASK 2: Geotechnical Investigation	\$149,600								
TASK 3: Environmental Assessment Investigation	\$32,300								
TASK 4a: Subsurface Utility Engineering - M121 West (South of Holderreith)	\$45,300								
TASK 4b: Subsurface Utility Engineering - M500-01-00 Expansion	\$176,400								
TASK 5: On Call Engineering Services - Pipeline Relocation Design	\$50,000								
TASK 6: On Call Engineering Services - Drainage Review	\$35,000								
TASK 7: Construction Phase Services (15% of Basic Services)	\$103,800								
Reimbursable Expenses									
Reproduction	\$3,900								
Mileage	\$2,800								
ADDITIONAL SERVICES TOTAL	\$753,800								
TOTAL FEE	\$ 1,445,800								

ATTACHMENT "B"

INSURANCE

ATTACHMENT B

INSURANCE: LJA will maintain insurance coverage for Professional, Comprehensive, General, Automobile, Worker's Compensation, and Employer's Liability in amounts shown below. Certificates evidencing such coverage will be provided to Client upon request.

Comprehensive General Liability	\$1,000,000 occurrence/aggregate
Automobile Liability	\$1,000,000 occurrence/aggregate
Worker's Compensation/Employers Liability Statutory	
Professional Liability	\$1,000,000 occurrence/aggregate
Umbrella Liability	\$2,000,000 occurrence/aggregate

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
ENGINEERING & PLANNING PROJECT NO. 2003-10005
CITY OF TOMBALL
M121W CHANNEL & M500 DETENTION BASIN**

**THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §**

THIS AGREEMENT made on the _____ day of _____, 2016 entered into, and executed by and between the City of Tomball, Texas (the "City"), a municipal corporation of the State of Texas, and Gunda Corporation, LLC ("Engineer").

WITNESSETH:

WHEREAS, the City desires to prepare construction documents for completion of the M121 W channel and M500 detention basin in the City of Tomball (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to project planning, project design, and preparation of construction documents, and

WHEREAS, the Engineer represents that it is fully capable and qualified to provide professional services to the City related to professional engineering and professional land surveying;

NOW, THEREFORE, the City and Engineer, in consideration of the mutual covenants and agreements herein contained, do mutually agree as follows:

**SECTION I
SCOPE OF AGREEMENT**

Engineer agrees to perform certain professional engineering services as defined in Attachment "A" attached hereto and made a part hereof for all purposes, hereinafter sometimes referred to as "Scope of Work," and for having rendered such services, the City agrees to pay Engineer compensation as stated in Section VII.

**SECTION II
CHARACTER AND EXTENT OF SERVICES**

Engineer shall do all things necessary to render the engineering services and perform the Scope of Work in a professional and workmanlike manner. It is expressly understood and agreed that Engineer is an Independent Contractor in the performance

of the services agreed to herein. It is further understood and agreed that Engineer shall not have the authority to obligate or bind the City, or make representations or commitments on behalf of the City or its officers or employees without the express prior approval of the City. The City shall be under no obligation to pay for services rendered not identified in Attachment "A" without prior written authorization from the City.

SECTION III OWNERSHIP OF WORK PRODUCT

Engineer agrees that the City shall have the right to use all exhibits, maps, reports, analyses and other documents prepared or compiled by Engineer pursuant to this Agreement. The City shall be the absolute and unqualified owner of all studies, exhibits, maps, reports, analyses, determinations, recommendations, computer files, and other documents prepared or acquired pursuant to this Agreement with the same force and effect as if the City had prepared or acquired the same.

SECTION IV TIME FOR PERFORMANCE

The time for performance of the Scope of Work is an estimated 360 calendar day duration beginning from the execution date of this Agreement. Upon written request of Engineer, the City may grant time extensions to the extent of any delays caused by the City or other agencies with which the work must be coordinated and over which Engineer has no control.

SECTION V COMPLIANCE AND STANDARDS

Engineer agrees to perform the work hereunder in accordance with generally accepted standards applicable thereto and shall use that degree of care and skill commensurate with the applicable profession to comply with all applicable state, federal, and local laws, ordinances, rules, and regulations relating to the work to be performed hereunder and Engineer's performance.

SECTION VI INDEMNIFICATION

To the fullest extent permitted by Texas Local Government Code Section 271.904, Engineer shall and does hereby agree to indemnify, hold harmless and defend the City, its officers, agents, and employees against liability for damage caused by or resulting from an act of negligence, intentional tort, intellectual property infringement, or failure to pay a subcontractor or supplier committed by the Engineer, the Engineer's agent, consultant under contract, or another entity over which the Engineer exercises control.

SECTION VII ENGINEER'S COMPENSATION

For and in consideration of the services rendered by Engineer pursuant to this Agreement, the City shall pay Engineer only for the actual work performed under the Scope of Work, on the basis set forth in Attachment "A," up to an amount not to exceed **\$ 1,474,723**, including reimbursable expenses as identified in Attachment "A."

SECTION VIII TERMINATION

The City may terminate this Agreement at any time by giving written notice to Engineer. Upon receipt of such notice, Engineer shall discontinue all services in connection with the performance of this Agreement and shall proceed to promptly cancel all existing orders and contracts insofar as such orders or contracts are chargeable to the Agreement. As soon as practicable after receipt of notice of termination, Engineer shall submit a sworn statement, showing in detail the services performed under this Agreement to the date of termination. The City shall then pay Engineer for such services performed under this Agreement as those services bear to the total services called for under this Agreement, less such payments on account of the charges as have been previously made. Copies of all completed or partially completed designs, maps, studies, documents and other work product prepared under this Agreement shall be delivered to the City when and if this Agreement is terminated.

SECTION IX ADDRESSES, NOTICES AND COMMUNICATIONS

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to Engineer at the following address:

Gunda Corporation, LLC
32731 Egypt Lane, Suite 501
Magnolia, Texas 77354
Attn: Kyle A. Bertrand, P.E., Senior Project Manager

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, to the City at the following address:

City of Tomball
501 W. Market Street
Tomball, Texas 77375
Attn: David Esquivel, PE, Director of Public Works

SECTION X LIMIT OF APPROPRIATION

Prior to the execution of this Agreement, Engineer has been advised by the City and Engineer clearly understands and agrees, such understanding and agreement being of the absolute essence to this Agreement, that the City shall have available only those sums as expressly provided for under this Agreement to discharge any and all liabilities which may be incurred by the City and that the total compensation that Engineer may become entitled to hereunder and the total sum that the City shall become liable to pay to Engineer hereunder shall not under any conditions, circumstances, or interpretations hereof exceed the amounts as provided for in this Agreement.

SECTION XI SUCCESSORS AND ASSIGNS

The City and Engineer bind themselves and their successors and assigns to the other party of this Agreement and to the successors and assigns of such other party, in respect to all covenants of this Agreement. Engineer shall not assign, sublet, or transfer its interest in this Agreement without the written consent of the City. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the City or any public body which may be a party hereto.

SECTION XII MODIFICATIONS

This instrument, including Attachment "A," contains the entire Agreement between the parties relating to the rights herein granted and the obligations herein assumed. To the extent there is a conflict between the provisions of this Agreement and the provisions of Attachment "A," this Agreement shall control. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent modification in writing signed by both parties hereto.

SECTION XIII ADDITIONAL SERVICES OF ENGINEER

If authorized in writing by the City, Engineer shall furnish, or obtain from others, Additional Services that may be required because of significant changes in the scope, extent or character of the portions of the Project designed or specified by the Engineer, as defined in Attachment "A." These Additional Services, plus reimbursable expenses, will be paid for by the Owner on the basis set forth in Attachment "A," up to the amount authorized in writing by the City.

SECTION XIV CONFLICTS OF INTEREST

Pursuant to the requirements of the Chapter 176 of the Texas Local Government Code, Engineer shall fully complete and file with the City Secretary a Conflict of Interest Questionnaire.

SECTION XV PAYMENT TO ENGINEER FOR SERVICES AND REIMBURSABLE EXPENSES

Invoices for Basic and Additional Services and reimbursable expenses will be prepared in accordance with Engineer's standard invoicing practices and will be submitted to the City by Engineer at least monthly. Invoices are due and payable thirty (30) days after receipt by the City.

SECTION XVI INSURANCE

Engineer shall procure and maintain insurance in accordance with the terms and conditions set forth in Attachment "B," for protection from workers' compensation claims, claims for damages because of bodily injury, including personal injury, sickness or disease or death, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and claims of errors and omissions.

SECTION XVII MISCELLANEOUS PROVISIONS

A. This Agreement is subject to the provisions of the Texas Prompt Payment Act, Chapter 2250 of the Texas Government Code. The approval or payment of any invoice shall not be considered to be evidence of performance by Engineer or of the receipt of or acceptance by the City of the work covered by such invoice.

B. Venue for any legal actions arising out of this Agreement shall lie exclusively in the federal and state courts of Harris County, Texas.

C. This Agreement is for sole benefit of the City and Engineer, and no provision of this Agreement shall be interpreted to grant or convey to any other person any benefits or rights.

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

IN WITNESS WHEREOF, the City of Tomball has lawfully caused this Agreement to be executed by the Assistant City Manager of said City and attested by the City Secretary and Gunda Corporation LLC, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 2016.

ENGINEER:

Gunda Corporation, LLC

By: 
Name: Rajesh Tanwani, PE
Title: Vice President

CITY OF TOMBALL, TEXAS

Robert S. Hauck, Assistant City Manager

ATTEST:

Doris Speer, City Secretary

ATTACHMENT "A"

SCOPE OF SERVICES ENGINEERING & PLANNING PROJECT NO. 2003-10005 CITY OF TOMBALL M121W CHANNEL & M500 DETENTION BASIN

Description of Project

The project proposed by the City of Tomball includes design and construction of the M121W channel and the M500 detention basin. The project limits begin approximately 300 feet north of Theis Lane at the existing M121W channel and continues south to approximately 350 foot south of Holderrieth Road before turning east to the M121E and includes the M500 detention basin. The proposed project was previously imitated by the City of Tomball in an agreement with LJA Engineering as the design consultant and defined as M121 Segment A and Segment A-1, Exhibit attached.

Scope of Services

The scope of services for this project will include professional engineering and land surveying services necessary for the design and preparation of construction documents (Phase II Engineering Services) suitable for public bid for construction of the proposed improvements including potential City of Tomball utility adjustments and/or relocation within the project area. Other supporting tasks included in this scope of services are:

Conduct field survey to obtain as-built and/or new topographic survey of the subject area necessary for final design of the facility and temporary traffic control required during construction of same.

Review and update private utility research in the vicinity of the project and illustrate findings on the construction documents accordingly. Assist the City with utility company coordination for private facilities determined to be in conflict with construction of the proposed improvements and preparation of design plans (16 locations included) for pipeline adjust within the project limits. (SUE Report dated 5/17/12 reports 12 active and 4 unknown activity status)

Review of most current reports, plans, and estimates previously prepared by LJA Engineering, provided by the City, and provide recommendations for any modifications to the City.

Gunda will prepare of a storm water pollution prevention plan required during construction activities.

Gunda will prepare of a storm water quality plan for the facility in accordance with Harris County and/or City of Tomball requirements as applicable.

Gunda will prepare a temporary traffic control plan for construction of the facility in accordance with the latest edition of Manual of Uniform Traffic Control Devices and/or other applicable criteria.

Gunda will prepare an estimate of probable construction costs for facilities designed and/or prepared in this scope of services.

Gunda will assist the City with the bidding and award process to include preparation of advertisements, assistance and/or facilitating a pre-bid bid meeting, response to bidder questions, addenda, bid opening, bid review, and award recommendation. It is assumed that this project will be prepared, bid, and constructed in 3 packages.

Gunda will provide Phase III construction services to include shop drawing reviews, review of contractor request for information (RFI) and recommended response, attendance at construction progress meetings, periodic site visits, attendance of final inspection and punch list preparation, project close-out. Additionally, Gunda will assist City staff with part time inspection and construction management services.

The scope will include the M121 channel hydraulic analysis and associated design for the proposed M121 channel improvements, M500-01 detention basin, culverts at Theis Lane and Holderrieth Road, floodplain volumes and updates to the M121 Watershed Master Drainage Plan. (Sub Proposal Attached)

SWCA Environmental Consultants (SWCA) will provide environmental consulting services to finalize U.S. Army Corps of Engineers (USACE) permitting efforts on City of Tomball's M121 Channel Project previously initiated under LJA Engineer's agreement with the City of Tomball. Based on meetings with the USACE, it is anticipated that the Nationwide Permit (NWP) 43 will be pursued for this project. (SWCA Proposal Attached)

PART B – BASIS OF COMPENSATION AND REIMBURSABLE EXPENSES

ENGINEERING & PLANNING PROJECT NO. 2003-10005 CITY OF TOMBALL M121W CHANNEL & M500 DETENTION BASIN

The following represents the estimated maximum compensation for the scope of services documented in Attachment A, Part A of this agreement. If services beyond those specifically identified are determined necessary during the project, Engineer shall not proceed with those services until such time written approval of the scope and any additional fees are approved by the City of Tomball.

The recommended budget for this scope of services is:

Task	Base	Sub Markup @ 10%	Totals
Phase II & III Engineering Services	\$ 476,000	\$-	\$ 476,000
Hydraulic Analysis & Report Update	\$ 52,000	\$ 5,200	\$ 57,200
Design Survey (Topo & Utilities)	\$ 110,000	\$11,000	\$ 121,000
Geotechnical Engineering (<i>See Note 2</i>)	\$ 17,000	\$ 1,700	\$ 18,700
Environmental (CORPS Permitting)	\$ 23,657	\$ 2,366	\$ 26,023
Pipeline Relocation Design (<i>See Note 3</i>)	\$ 448,000	\$44,800	\$ 492,800
Construction Management & Part Time Inspection	\$ 188,000	\$-	\$ 188,000
Traffic Control Plans for Construction	\$ 45,000	\$-	\$ 45,000
SW3P & Storm Water Quality Plans	\$ 25,000	\$-	\$ 25,000
Reimbursable Expenses	\$ 25,000	\$-	\$ 25,000
Total Recommended Budget	\$1,409,657	\$65,066	\$ 1,474,723

Notes: 1. Reimbursable Expenses shall be invoiced and paid based on cost of service provided plus 10% markup. These services include travel, deliveries, postage, graphical reproduction, etc...

2. Only utilized if geotechnical investigation initiated by HVJ, under LJA agreement is not completed.

3. Pipeline relocation design includes budget for 16 possible locations at \$28,000 per location. Number of locations requiring relocation and associated design costs at each will be determined as identified.

ATTACHMENT “B”

INSURANCE



ENVIRONMENTAL CONSULTANTS

Sound Science. Creative Solutions.®

Houston Office
10245 West Little York Road, Suite 600
Houston, Texas 77040
Tel 281.617.3217 Fax 281.617.3227
www.swca.com

August 26, 2016

Mr. Kyle Bertrand
Gunda Corporation
32731 Egypt Lane, Suite 501
Magnolia, Texas 77354

**RE: Environmental Services Proposal – Final USACE Permitting
M121 Channel Project, City of Tomball, Harris County, Texas (SWCA PN 22067.01)**

Dear Mr. Bertrand:

Thank you for providing SWCA Environmental Consultants (SWCA) the opportunity to submit this proposal and cost estimate for environmental consulting services to finalize U.S. Army Corps of Engineers (USACE) permitting efforts on City of Tomball's M121 Channel Project. SWCA originally began this project with LJA Engineers (LJA), but understands that Gunda Corporation (Gunda) will now complete the project. SWCA proposes the following scope-of-work:

TASK 1 - USACE SUPPLEMENTAL SUBMITTAL

Unless a construction option is chosen that will not result in deposition of dredged or fill material into a water of the U.S. (WOTUS), this project will require a permit authorization from the USACE under Section 404 of the Clean Water Act. SWCA previously submitted a pre-construction notification (PCN) to Jeff Pinsky at the USACE Galveston District requesting authorization to unavoidably impact WOTUS, including wetlands, under Nationwide Permit (NWP) 43 (Stormwater Management Facilities). Per our meeting with Mr. Pinsky and representatives from the City of Tomball on August 24, 2016, we propose to submit supplemental information to facilitate completion of Mr. Pinsky's permit application review. This supplemental information will include:

- a reassessment and clarification of the project's unavoidable WOTUS impacts, especially to Wetland 12 and 12A;
- a validation of palustrine emergent (PEM) wetland reestablishment anticipated to occur in wetland areas temporarily at the bottom of the new channel; and
- a mitigation plan for unavoidable impacts to non-manmade wetlands (Wetlands 12 and 12A).

SWCA proposes to prepare this supplemental submittal in coordination with your office and City of Tomball staff pending final engineering review and amendment of LJA's original channel design plans.

TASK 2 – FIELD REVIEW

The original wetland delineation conducted by SWCA for LJA is now four years old (May/August 2012). Site conditions may have changed in the project area. Therefore, SWCA recommends a brief one-day reconnaissance of the project area to determine if any site conditions need to be updated for the USACE supplemental submittal. Field work would be conducted prior to submitting the additional information described above to the USACE.

TASK 3 – MEETINGS

SWCA participated in two meetings this week, one with City of Tomball and one with USACE and the City of Tomball, that are included in this scope and cost. SWCA anticipates two additional meetings, one with each party, and has included that cost in this task as well. Any additional meetings would be conducted pending receipt of additional budget authorization from Gunda.

TASK 4 – MONITORING

Per our meeting with Jeff Pinsky, the USACE will likely require a limited monitoring effort to confirm that temporary impacts associated with Wetland 12 and Wetland 12A have reestablished after one growing season post construction. SWCA staff will visit the project area in Wetland 12 and 12A post construction and document the status of the area temporarily impacted. SWCA will prepare a brief letter report of our findings for submittal to the USACE.

ASSUMPTIONS

- SWCA assumes no more than two additional meetings in addition to our meetings this week; one with City of Tomball and one with USACE.
- SWCA assumes the mitigation plan will consist of purchasing credits from Harris County Flood Control District's Greens Bayou Wetlands Mitigation Bank (GBWMB). Should GBWMB prove not to be a viable option, SWCA will submit a change order with additional scope and cost associated with developing another mitigation option.
- SWCA assumes the monitoring effort in Task 4 will be limited to the remainder of Wetland 12 and Wetland 12A post construction and will take no longer than one day in the field.

- SWCA assumes no major changes have occurred in the project area other than those described in our meeting on August 24, 2016. Additional changes in the project area that might necessitate modification of the permit application may require SWCA to submit a change order with additional scope and cost.

COST

SWCA proposes to provide these services on a time and materials basis, with an estimated cost as shown in the table below. This amount will not be exceeded without prior written approval from you. Per our conversation on August 24, 2016, this cost includes a limited amount of work associated with this permitting effort previously completed under the direction of LJA. This work involved coordinating and meeting with LJA and the USACE prior to Gunda taking over the project. SWCA proposes to invoice this previous work through Gunda as part of our efforts to finalize this permit action.

Task	Estimated Cost
1. USACE Supplemental Submittal	\$7,719
2. Field Review	\$2,950
3. Meetings	\$7,014
4. Monitoring	\$3,859
Previous Effort with LJA	\$2,114
Total	\$23,657

SCHEDULE

SWCA is prepared to start work immediately. We propose to submit the information outlined in Task 1 as soon as possible pending receipt of Gunda's engineering revisions and adjustments to WOTUS impacts, especially to Wetland 12 and Wetland 12A. We are prepared to submit the additional information to the USACE by the **between September 30 and October 15** depending upon completion of Gunda's engineering review.



Mr. Kyle Bertrand
Gunda Corporation
Proposal – Final USACE Permitting
M121 Channel Project, City of Tomball
August 26, 2016
Page 4

SWCA proposes to charge on a time and materials not to exceed (NTE) basis in accordance with the attached rate schedule. Please execute the attached Services Agreement and return. We will provide a fully executed copy for your records.

SWCA appreciates this opportunity to provide environmental services to Gunda and the City of Tomball. If you have any questions or require any additional information, please contact me at (281) 617-3217 or mstahman@swca.com.

Sincerely,
SWCA Environmental Consultants

A handwritten signature in black ink that reads "Matt Stahman". The signature is written in a cursive, flowing style. It is placed on a light gray rectangular background.

Matt Stahman
Principal – Houston/Baton Rouge

September 2, 2016

Mr. Kyle Bertrand, P.E.
Gunda Corporation, LLC.
6161 Savoy, Suite 550
Houston, TX 77036

RE: M121 Channel and Basin Hydraulic Analysis/ Design
Tomball, TX

Mr. Bertrand:

This letter presents the general scope and fee for the requested technical drainage analysis and design for the referenced project. The scope will include the M121 channel hydraulic analysis and associated design for the proposed M121 channel improvements, M500-01 detention basin, culverts at Theiss Lane and Holderrieth Road, and update to the M121 Watershed Master Drainage Plan. Additional services will include coordination with HCFCD and City of Tomball of drainage analysis, modeling, and design.

Specifically, the study will include the following tasks:

1. Review of current M121 Drainage Study
2. Update of watershed delineation and modeling
3. Creation of M121 channel hydraulic and M500-01 detention routing models
4. Production of M121 Master Drainage Study update/ addendum.
5. Update/Optimize channel and culvert sizings/ configurations
6. Review alternatives as requested for final design alignment and configuration.
7. Update of floodplain volume calculations
8. Review and coordination of channel and culvert design with respect to PS&E sheet production
9. Coordination with City of Tomball and Harris County Flood Control District
10. Provide sign and sealed Drainage Area Map, Hydraulic Calculation, and Culvert Layout (if requested) sheets

The proposed fee for these drainage task is \$52,000. This is inclusive of \$32,000 for hydraulic analysis and update to Master Drainage Report, \$14,000 for design/PS&E development and review, and \$6,000 for administrative/ agency meetings.

Thank you,



Kurt E. Killian, P.E.
Petrichor Engineering Concepts, Inc.
TBPE # 16725