

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



MONDAY, SEPTEMBER 19, 2016

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, September 19, 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 Pastor Gary Aaron, Victory Baptist Church

3.0 Pledges to U.S. and Texas Flags

- Led by Members of the Tomball Memorial High School Student Council and the Falcon Patrol, Arrow of Light Webelos, Pack 469

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

5.0 Presentations:

- Proclamation – ***“New Kentucky Chapter Daughters of the Republic of Texas - 30th Anniversary”***

6.0 Reports and Announcements

- September 24, 2016 – **6th Annual Beetles, Brew & Barbeque Festival** – 12:00 Noon-6:00 p.m.
- October 1, 2016 – **4th “Annual Paces4Pink” 5K Run/Walk and 1 Mile Run/Walk**
- October 8, 2016 – **“Zomball in Tomball”**
- October 15, 2016 – **“Freight Train Food Truck Festival” at the Depot** – Noon to 5:30 p.m. (Combining the ***Honky Tonk Music Festival*** and ***Memorial Day Chili Challenge***)
- October 22, 2016 – **5th Annual Tomball Bluegrass Festival** – 12:00 Noon-6:00 p.m.
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - George Shackelford – Southeast Texas Housing Finance Corporation (SETH) has made funding in the amount of \$50,000 available to the City of Tomball for Affordable Housing Initiatives and Related Services

7.0 Approve the Minutes of the September 6, 2016 Regular Council Meeting

8.0 Old Business:

- 8.1 Approve, on Second Reading, Resolution No. 2016-19-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation’s Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and Source Point Solutions, LLC, to make direct incentives to, or expenditures for, the relocation of its corporate headquarters facility to an approximately 2.95-acre tract located at 24227 FM 2978, Tomball, Texas 77375. The estimated amount of expenditures for such Project \$28,514.00.
- 8.2 Adopt, on Second Reading, Ordinance No. 2016-20, An Ordinance Of The City Of Tomball, Texas, Amending Chapter 50 (Zoning) Of The Code Of Ordinances By Amending Section 50-82(B) (“Use Charts”) In Regards To The Land Uses “Check Cashing Service”, “Convenience Store (With Or Without Gasoline Sales)”, “Gasoline Station”, “Hotel/Motel”, “Rehabilitation Care Facility (Halfway House)”, “Tattoo Or Body Piercing Studio” And By Adding “Loan Service (Payday / Auto Title)” And Amending Section 50-2 (“Definitions”) In Regards To The Land Use “Hotel/Motel”; 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 Conduct First Public Hearing regarding 2016 Tax Year Proposed Property Tax

Rate for the City of Tomball, Texas

- 9.2 Announce that Voting on the Proposed 2016 Tax Rate will be held at a Regular Council Meeting on October 3, 2016 at 6:00 p.m. and at a Special Council Meeting on October 10, 2016 at 5:00 p.m.
- 9.3 Appoint/Reappoint Members to Positions 1, 3 and 5 on the Tomball Regional Health Foundation for Terms Expiring September 1, 2016
- 9.4 Cast Ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees (TML-IRP)
- 9.5 Approve Request by Tomball Sister City Organization for In-Kind and Financial Support, in the Amount of \$57,750, Road Closures, and Waiver of Fees for the 9th Annual Tomball German Christmas Market, to be held December 8-11, 2016, and for In-Kind and Financial Support, in the Amount of \$57,750, Road Closures, and Waiver of Fees for the 17th Annual Tomball German Heritage Festival, to be held March 30-April 2, 2017
- 9.6 Approve Request by Spring Creek County Historical Association for Funding in the Amount of \$30,000 for SCCHA's 2016-2017 Fiscal Budget, Annual Operations
- 9.7 Consider Approval of Professional Services Agreement with RG Miller Engineers in the Amount of \$80,000 for Implementation of Permit Year 4 of the City of Tomball's Storm Water Management Program (SWMP)
- 9.8 Authorize the City Manager to Execute Necessary IRS Documents in Regards to the Dedication of Right-of-Way to the City of Tomball along Medical Complex Drive
- 9.9 Award Proposal for Implementation of Landfill Gas Remediation Plan to Raba Kistner Environmental in the amount of \$66,850.00
- 9.10 Consideration to approve **ZONING CASE P16-0123**: Request by Justin Cottle for a Conditional Use Permit to operate an amusement, commercial (indoor) facility at 701 E. Main Street. The property is approximately 1 acre, located on the north side of Main Street, east of Willow Street, legally described as Lot 1, Block 1 McCraw Acres and is zoned General Retail.

- Conduct Public Hearing on **ZONING CASE P16-0123**
- Adopt, on First Reading, Ordinance No. 2016-24, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (CUP) to Justin Cottle on Behalf of Arclight Gaming, LLC., to Operate an "Amusement, Commercial (Indoor)"; Said Property being Approximately 1 Acre, and Being Legally Described as Lot 1, Block 1 McCraw Acres, Tomball, Harris County, Texas, Generally Located on the North Side of Main Street, East of Willow Street, at 701 E. Main Street; Providing Requirements and Conditions for This CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed \$2,000 for Violations Hereof; and Providing for Severability.

9.11 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.

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 15th day of September, 2016 by 4:00 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: September 19, 2016

Topic:

- Led by Pastor Gary Aaron, Victory Baptist Church

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: September 19, 2016

Topic:

- Led by Members of the Tomball Memorial High School Student Council and the Falcon Patrol, Arrow of Light Webelos, Pack 469

Background:

Origination:

Recommendation:

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

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 19, 2016

Topic:

- Proclamation – “*New Kentucky Chapter Daughters of the Republic of Texas - 30th Anniversary*”

Background:

Origination:

Recommendation:

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

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

ATTACHMENTS:

Proclamation – “New Kentucky Chapter Daughters of the Republic of Texas - 30th Anniversary”

Office of the Mayor
Tomball, Texas

Proclamation



- WHEREAS,** the New Kentucky, Spring/Tomball Chapter the Daughters of the Republic of Texas was chartered on October 16, 1986; and
- WHEREAS,** we wish to perpetuate the memory and spirit of the men and women who achieved and maintained the independence of Texas; and
- WHEREAS,** we encourage historical research into the earliest records of Texas, especially those relating to the Revolution of 1835 and the events which followed, foster the preservation of documents and relics, and encourage the publication of records of individual service of the soldiers and patriots of the Republic; and
- WHEREAS,** we wish to recognize the Daughters of the Republic of Texas as custodians of the Alamo for one hundred and twenty years; and
- WHEREAS,** the New Kentucky, Spring/Tomball Chapter, whose motto is "To Preserve, Promote and Protect the Past", and whose special objective is to perpetuate within the communities the interest and understanding of the history involving the Republic of Texas, is celebrating the thirtieth anniversary of the chartering of their Chapter;

NOW, THEREFORE, 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, I do hereby proclaim Sunday, October 16, 2016 as

"NEW KENTUCKY, SPRING/TOMBALL CHAPTER OF THE DAUGHTERS OF THE REPUBLIC OF TEXAS 30TH ANNIVERSARY"

and in observance thereof, I do hereby urge all Tomball residents to join with me on this day in recognizing the importance of Texas History in our lives.

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

ATTEST:

DATE:

[Signature]
Roni Spier
June 23, 2016



Regular City Council
Agenda Item
Data Sheet

Meeting Date: September 19, 2016

Topic:

- September 24, 2016 – **6th Annual Beetles, Brew & Barbeque Festival** – 12:00 Noon-6:00 p.m.
- October 1, 2016 – **4th “Annual Paces4Pink” 5K Run/Walk and 1 Mile Run/Walk**
- October 8, 2016 – **“Zomball in Tomball”**
- October 15, 2016 – **“Freight Train Food Truck Festival” at the Depot** – Noon to 5:30 p.m.
(Combining the *Honky Tonk Music Festival* and *Memorial Day Chili Challenge*)
- October 22, 2016 – **5th Annual Tomball Bluegrass Festival** – 12:00 Noon-6:00 p.m.
- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - George Shackelford – Southeast Texas Housing Finance Corporation (SETH) has made funding in the amount of \$50,000 available to the City of Tomball for Affordable Housing Initiatives and Related Services

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

ATTACHMENTS:

4th “Annual Paces4Pink” 5K Run/Walk and 1 Mile Run/Walk
Southeast Texas Housing Finance Corporation Funding



Saturday, October 1, 2016

5K Run/Walk at 8:00 A.M. - 1 Mile Run/Walk at 9:00 A.M. | Call 281-351-5484

Location

The Historic Tomball Train Depot Plaza located at 201 S. Elm St.

About This Event

Paces4Pink, formerly Sherine's Stride, was designed to raise awareness of breast cancer and bring families, friends and guests together for support. Sherine Amanollahi was a Tomball Police dispatcher who lost her fight against breast cancer in 2012 at age 30.

The Course

USATF-certified 5K course. Flat, major tree-lined streets. No wheels (except wheelchairs) & no pets, please! Baby joggers and carriages OK for 1 MILE WALK ONLY. The 5K race will be professionally managed and utilize timing bib chips.

Awards

Prizes will be awarded to the top three finishers in each age category for the 5K Run. All kids (10 and under) participating in the 1 mile walk will receive a commemorative keepsake.

Packet Pick-up

September 29th and 30th from 5:00 PM – 7:00 PM at the City "Events" Offices – 105 S. Cherry.

Race Day Pick-up & Registration: 7:00 AM – 7:30 AM at the Depot (No t-shirt guarantee)

Registration

- Register online at www.racesonline.com or www.tomballtx.gov by September 23rd.
- Register in person at Tomball City Hall—401 Market Street, Tomball, TX
- To mail or fax registrations, download forms at www.tomballtx.gov and submit to: City of Tomball, Attn: Lisa Coe, 401 Market St., Tomball, TX 77375.
Fax 281-290-1088 or Email lcoe@tomballtx.gov

Event Fees*		
Category	On or Before 9/16/2016	After 9/16/2016
5K Run/Walk	\$25	\$30
1 Mile Run/Walk 11 yrs +	\$20	\$25
1 Mile Run/Walk 10 & under	\$15	\$20

*20% discount on groups of five (5) or more registering at the same time. Discount not available online. Page 2 of 5

Saturday, October 1, 2016
8:00 A.M. – 5K Run/Walk
9:00 A.M. – 1Mile Run/Walk
Historic Tomball Depot
281-351-5484

Registration Form

****One registration form per participant****

Category: ☐ 5K Run/Walk ☐ 1 Mile Run/Walk ADULT ☐ 1 Mile Run/Walk YOUTH

First Name: _____ Last Name: _____

Street Address: _____

City: _____ State: _____ Zip: _____ Phone: (____) _____

Birth Date: ____/____/____ Age on Run Date: _____ Gender: ☐ F ☐ M

Email Address: _____

Shirt Size: ☐ YS ☐ YM ☐ YL | ☐ S ☐ M ☐ L ☐ XL ☐ XXL ☐ XXXL

Are you participating in honor of or in memory of someone: ☐ Y ☐ N

In Honor of: _____ (please print)

In Memory of: _____ (please print)

Are you a Breast Cancer Survivor: ☐ Y ☐ N TEAM NAME: _____

For Credit Card Payments

Name on Card: _____ Type: ☐ Visa ☐ MasterCard

Card Number: _____ Exp. Date: _____ 3 Digit Sec. Code: _____

Emergency Contact: _____ Phone: (____) _____

Emergency Contact: _____ Phone: (____) _____

Waiver and Release: In consideration of the acceptance of this registration entry, I, the undersigned, assume full & complete responsibility for any injury or accident which may occur during my participation in this race, or while I am on the premises of this event and I hereby release and hold harmless the sponsors, officials and all other persons and entities associated with this event from any and all injury, damages or illness which may directly or indirectly result from participation in this race. I further state that I am in proper physical condition to participate.

Signature of Participant

Date

Signature of Parent/Guardian if Participant is Minor

Date

Event Fees		
Category	On or Before 9/16/2016	After 9/16/2016
5K Run/Walk	\$25	\$30
1 Mile Run/Walk 11 yrs +	\$20	\$25
1 Mile Run/Walk 10 & under	\$15	\$20

Your privacy will be respected and no information will be shared with third parties.



SOUTHEAST TEXAS HOUSING FINANCE CORPORATION

September 1, 2016

Mayor Gretchen Fagan
City of Tomball
401 Market
Tomball, Texas 77375

RE: Southeast Texas Housing Finance Corporation (SETH)

Dear Honorable Mayor Fagan:

The Board of Directors of The Southeast Texas Housing Finance Corporation has recently made available \$50,000 to each of its 20 jurisdictions to carry-out Affordable Housing Initiatives and Related Services. These funds are derived from SETH's general revenues, therefore, do not have many restrictions as to their use. We do encourage your jurisdiction to apply these funds to activities that assist lower income households/individuals.

Just complete the enclosed "Application For Funds" and mail the completed form to: Ron Williams, Executive Director, Southeast Texas Housing Finance Corporation, 11111 S. Sam Houston Parkway East, Houston, Texas 77089.

SETH's Board of Directors respectively request that none of these funds are allocated to your General Revenues and are used specifically to provide Affordable Housing Initiatives within one (1) year of receipt. If you have any questions, please do not hesitate to contact me at 281-484-4663 ext. 108 or at rwilliams@sethfc.com.

Sincerely,

A handwritten signature in black ink, appearing to read "Ron Williams", is written over a horizontal line.

Ron Williams
Executive Director

xc: Ms. Sherrie Meicher

APPLICATION FOR FUNDS

Member Name: _____

Physical Address: _____

Mailing Address: _____

Contact Person: _____ Email: _____

Telephone: _____

Alternate Contact: _____ Email: _____

Telephone: _____

Amount of Funds Requested: _____ (cannot exceed \$50,000)

Proposed Use of Funds: (use additional sheets if necessary)

Anticipated Start Date: _____ Anticipated Completion Date: _____

Authorized Signature:

SETH Board Member:

Title: _____

DATE: _____

Signature

DATE: _____

Regular City Council Agenda Item Data Sheet

Meeting Date: September 19, 2016

Topic:

Approve the Minutes of the September 6, 2016 Regular Council Meeting

Background:

Origination:

City Secretary

Recommendation:

N/A

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

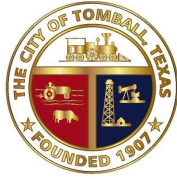
City Secretary

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

ATTACHMENTS:

Draft Minutes of September 6, 2016 Regular Council Meeting

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



TUESDAY, SEPTEMBER 6, 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:

Assistant City Manager – Robert Hauck
City Secretary – Doris Speer
City Attorney – Loren Smith
Police Chief – Billy Tidwell
Fire Chief – Randy Parr
Marketing Director – Mike Baxter
Finance Director – Glenn Windsor
Director of Community Development – Craig Meyers
City Planner – Harold Ellis
Assistant City Planner – Amelia Lindley
CSO Administrative Assistant – Tracy Garcia
Executive Director-TEDC – Kelly Violette
Building Official – Ken Cole
Assistant Fire Chief – Jonathan Fontenot
Fire Marshal – Charlie Hazlegrove
Police Detective – Albert Chambers

2.0 The Invocation was led by Quinton Payton, Associate Pastor/Youth, Church 1:37

3.0 Pledges to U. S. and Texas Flags were led by Dylan Morgan, Parliamentarian for the Tomball High School Student Council

4.0 No Public Comments were received.

5.0 Reports and Announcements:

- September 10, 2016 – **2nd Saturday at the Depot**
- September 24, 2016 – **6th Annual Beetles, Brew & Barbeque Festival** – Noon-6:00 p.m.
- October 1, 2016 – **4th Annual “Paces4Pink” 5K Run/Walk and 1 Mile Run/Walk**
- October 8, 2016 – **“Zomball in Tomball”**
- October 15, 2016 – **“Freight Train Food Truck Festival” at the Depot** – Noon to 5:30 p.m. (Combining the *Honky Tonk Music Festival* and *Memorial Day Chili Challenge*)
- October 22, 2016 – **5th Annual Tomball Bluegrass Festival** – 12:00 Noon-6:00 p.m.
- Reports by City staff and members of Council about items of community interest on which no action will be taken:
 - Mike Baxter reported on the success of the *Texas Music Festival*.

6.0 Motion was made by Councilman Stoll, second by Councilman Klein Quinn, to approve the Minutes of the August 15, 2016 Regular 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. 2016-16, an Ordinance of the City Council of Tomball, Texas, Approving the Service and Assessment Plan for the City of Tomball Public Improvement District Number Five, Yaupon Trails, Section One. 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 Townsend, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2016-17, an Ordinance of the City Council of Tomball, Texas, Levying an Assessment against Section One Properties within the City of Tomball Public Improvement District Number Five (Yaupon Trails Subdivision); and Making Certain Findings Related Thereto. 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 Townsend, second by Councilman Stoll, to adopt, on Second Reading, Ordinance No. 2016-19, an Ordinance Amending the Code of Ordinances of the City of Tomball, Texas, by Amending Chapter 20, Section 20-28. Amendments to the 2012 International Fire Code, (w), to Change the Definition of "Fire Area"; Providing a Penalty in an Amount Not to Exceed \$2000 for Each Day of Violation Hereof; and Providing for Severability. 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.

- 7.4 Motion was made by Councilman Townsend, second by Councilman Stoll, to adopt, on First Reading, Ordinance No. 2016-20, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Code of Ordinances by Amending Section 50-82(B) ("Use Charts") in regards to the Land Uses "Check Cashing Service", "Convenience Store (With or Without Gasoline Sales)", "Gasoline Station", "Hotel/Motel", "Rehabilitation Care Facility (Halfway House)", "Tattoo or Body Piercing Studio" and by Adding "Loan Service (Payday/Auto Title)" and Amending Section 50-2 ("Definitions") in regards to the Land Use "Hotel/Motel"; 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.

8.0 New Business:

- 8.1 Motion was made by Councilman Stoll, second by Councilman Townsend, to appoint Will Benson, Jr. to Fill Vacancy on the Planning and Zoning Commission; Position 5, Term Expiring June 1, 2017.

Motion carried unanimously.

- 8.2 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Tomball Economic Development Corporation (TEDC) Fiscal Year 2016-2017 Budget.

Motion carried unanimously.

- 8.3 Motion was made by Councilman Townsend, second by Councilman Degges, to approve, on First Reading, Resolution No. 2016-19-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and Source Point Solutions, LLC, to make direct incentives to, or expenditures for, the relocation of its corporate headquarters facility to an approximately 2.95-acre tract located at 24227 FM 2978, Tomball, Texas 77375. The estimated amount of expenditures for such Project is \$28,514.00.

Motion carried unanimously.

- 8.4 Motion was made by Councilman Hudgens, second by Councilman Townsend, to approve Resolution No. 2016-18, a Resolution of the City Council of the City of Tomball, Texas, Supporting the Ninth Annual Homecoming Parade and Pep Rally, to be held at the Tomball High School Campus and Stadium, Sponsored by the Tomball Independent School District and the Tomball High School Student Council, on Wednesday, September 14, 2016.

Motion carried unanimously.

- 8.5 Motion was made by Councilman Townsend, second by Councilman Klein Quinn, to approve Resolution No. 2016-16, a Resolution of the City of Tomball, Texas, Adopting and Ratifying the City of Tomball's Investment Policy, as set forth in the City's Administrative Policy No. 13, entitled "Investment Policy".

Motion carried unanimously.

- 8.6 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve Resolution No. 2016-17, a Resolution of the City of Tomball, Texas, Amending the Master Fee Schedule for Fiscal Year 2016-2017.

Motion carried unanimously.

- 8.7 Motion was made by Councilman Hudgens, second by Councilman Townsend, to approve Resale Deed for Property acquired by Foreclosure Tax Sale in Cause No. 2004-28117, styled City of Tomball vs. Perry, Helen, et al, said Property being described as: Lots 33 and 34, Block 104, Located at 0 Texas Street, Tomball, Located in Harris County, Texas and being More Particularly Described in Volume 365, Page 83 in the Deed Records of Harris County, Texas, HCAD Acct No. 035-281-008-0033, to Tyler Patrick Torres, in the Amount of \$18,294.61.

Motion carried unanimously.

- 8.8 Motion was made by Councilman Hudgens, second by Councilman Stoll, to Approve Resale Deed for Property acquired by Foreclosure Tax Sale in Cause No. 1998-28224, styled City of Tomball vs. Jackson Soll, said Property being described as: Lot 29, Block 90, Located at 0 Foster Street, Tomball, Located in Harris County, Texas and being More Particularly Described in Volume 342, Page 543 of the Real Property Records of Harris County, Texas, HCAD Acct No. 035-278-090-0029, to Mariaca Villasenor, in the Amount of \$2,000.00.

Motion carried unanimously.

- 8.9 Motion was made by Councilman Townsend, second by Councilman Stoll, to read Ordinance No. 2016-22 by caption only on First Reading.

Motion carried unanimously.

Motion was made by Councilman Townsend, second by Councilman Degges, to adopt, on First Reading, Ordinance No. 2016-22, an Ordinance of the City of Tomball, Texas Amending the Code of Ordinances of the City Amending Section 10-22, Amendments to the International Building Code, of Article II, Building Code, of Chapter 10, Buildings and Building Regulations, to Amend Sections 310.3, 310.5 and 420.4 of the International Building Code to Provide Exceptions to the Sprinkler Requirements for Certain Residential Group R-1 and R-3 Occupancies as Specified Therein; Providing a Penalty Not to Exceed \$2,000.00 for any Violation Hereof with Each Day Constituting a Separate Offense; Providing for Severability and Providing Other Findings Related Hereto. Vote was as follows:

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

Motion FAILED, 3 votes Nay, 2 votes Aye.

- 8.10 No consideration was taken regarding the adoption, on First Reading, Ordinance No. 2016-21, an Ordinance Amending the Code of Ordinances of the City of Tomball, Texas, by Amending Chapter 20, Section 20-28. Amendments to the 2012 International Fire Code, to Change Certain Fire Protection Requirements for R-3 Occupancies and Bed and Breakfasts; Providing a Penalty in an Amount Not to Exceed \$2,000 for Each Day of Violation Hereof; and Providing for Severability, due to the failure of Ordinance No. 2016-22 on first reading.

No action necessary.

- 8.11 Motion was made by Councilman Townsend, second by Councilman Stoll, to amend Current Interlocal Agreement between the City of Tomball and the Tomball Independent School District (TISD), affording the Tomball Police Department the Ability to Assign Five (5) Student Resource Officers (SROs) to TISD Campuses.

Motion carried unanimously.

- 8.12 Motion was made by Councilman Townsend, second by Councilman Hudgens, to approve Interlocal Agreement between the City of Tomball and Concordia Lutheran High School (CLHS), affording the Tomball Police Department the Ability to Assign One (1) Student Resource Officer (SRO) to the CLHS Campus.

Motion carried unanimously.

- 8.13 Motion was made by Councilman Stoll, second by Councilman Townsend, to ratify the FY 2016-2017 Budget and Find that the Proposed Tax Rate of \$.341455/\$100 Exceeds the Effective Tax Rate and Will Generate More Property Tax Revenue than the FY 2015-2016 Budget.

Motion carried unanimously.

- 8.14 Motion was made by Councilman Hudgens, second by Councilman Townsend, to set September 26, 2016 at 5:00 p.m. and October 3, 2016 at 6:00 p.m. as the dates for the required Public Hearings on the Proposed 2016 Tax Rate.

Motion carried unanimously.

- 8.15 Motion was made by Councilman Townsend, second by Councilman Stoll, to set October 10, 2016 at 5:00 p.m. and October 17, 2016 at 6:00 p.m. as the Dates for the Vote on the Proposed 2016 Tax Rate and Announce that Voting on the Proposed 2016 Tax Rate will be held at a Special Council Meeting on October 10, 2016 at 5:00 p.m. and at a Regular Council Meeting on October 17, 2016 at 6:00 p.m.

Motion carried unanimously.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 19th day of September 2016.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 19, 2016

Topic:

Approve, on Second Reading, Resolution No. 2016-19-TEDC, a Resolution of the City Council of the City of Tomball, Texas, authorizing and approving the Tomball Economic Development Corporation's Project to Expend Funds in accordance with an Economic Development Agreement by and between the Corporation and Source Point Solutions, LLC, to make direct incentives to, or expenditures for, the relocation of its corporate headquarters facility to an approximately 2.95-acre tract located at 24227 FM 2978, Tomball, Texas 77375. The estimated amount of expenditures for such Project \$28,514.00.

Background:

On August 16, 2016, the Tomball Economic Development Corporation (TEDC) Board of Directors unanimously approved, as a Project of the Corporation, an agreement with Source Point Solutions, LLC for the promotion of new or expanded business development related to the relocation of its corporate headquarters to Tomball. The Tomball City Council has final approval authority over all projects and agreements of the TEDC.

Origination:

Tomball Economic Development Corporation Board of Directors

Recommendation:

Approval of Resolution No. 2016-19-TEDC on first reading

Funding:

Yes

Account Number: Project Grants

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

Kelly Violette, Executive Director, Tomball Economic Development Corporation

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

ATTACHMENTS:

Resolution No. 2016-19-TEDC

TEDC Memo

Request Letter

Draft Performance Agreement

Economic Impact Analysis

RESOLUTION NO. 2016-19-TEDC

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

* * * * *

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

WHEREAS, the Board of Directors of the TEDC had adopted as a specific project the expenditure of the estimated amount of Twenty-Eight Thousand Five Hundred and Fourteen Dollars (\$28,514.00), found by the Board to be required or suitable to promote a new business development by Source Point Solutions LLC; and

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

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

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

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

Section 2. The City Council hereby authorizes and approves the adoption, by the Board of Directors of the Tomball Economic Development Corporation, as a specific project for the economic development of the City, an expenditure of the estimated amount of Twenty-Eight Thousand Five Hundred and Fourteen Dollars (\$28,514.00), to Source Point Solutions LLC in accordance with an economic development agreement by and between the TEDC and Source Point Solutions LLC to promote and develop a new or expanded business enterprise, to be located at 24227 FM 2978, Tomball, Texas 77375.

Section 3. In the event any clause, phrase, provision, sentence, or part of this Resolution or the application of the same to any person or circumstance shall for any reason be

adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Resolution as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

PASSED AND APPROVED on first reading this 6th day of September, 2016.

PASSED, APPROVED, AND RESOLVED on second and final reading this 19th day of September 2016.

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary



TO: Honorable Mayor and City Council

FROM: Kelly Violette
Executive Director

MEETING DATE: September 6, 2016

SUBJECT: Source Point Solutions Performance Agreement

The TEDC has received a request from Renea Mohr, CFO of Source Point Solutions, for assistance with the relocation of its corporate headquarters to Tomball. Source Point Solutions, LLC provides utility operators and consultants with professional services for inspecting, cleaning, maintaining, and repairing sanitary sewer collection systems and facilities. The company has been in business for over twenty years and currently employs 40 people. The company has outgrown its current facility at 6727 Spring Cypress Road, Spring, Texas and desires to relocate to Tomball.

Source Point Solutions is under contract to purchase a 2.95-acre tract, developed with four buildings totaling approximately 32,815 square feet, located at 24227 FM 2978, Tomball, Texas 77375. Upon acquisition of the property, the company plans to make various improvements to the existing buildings and site. In conjunction with the relocation, Source Point Solutions will be moving 40 full-time jobs to Tomball and plans to hire an additional 5 employees within the first year.

The estimated value of the property and improvements is \$4,250,500.

Although this project does not create primary jobs, it does promote the development and expansion of business enterprise, which is considered a permissible project as outlined in Texas Economic Development Legislation. If this project is approved, it will go to the Tomball City Council for final approval by resolution at two separate readings.

An economic impact analysis is included with the agreement to show the impact of this project on Tomball's economy. Per the analysis, the 5-year net benefit of this project on Tomball's economy is \$95,048.00. The proposed incentive is \$28,514, based upon 30% of the company's five-year net benefit to the community. The anticipated rate of return on the incentive over 5 years is 66.7%.



August 11, 2016

Dear Kelly,

On behalf of Source Point Solutions, LLC, I submit this request for grant funding assistance to the Tomball Economic Development Corporation for our business relocation from Spring to Tomball.

Source Point Solutions LLC was founded in 1994 in Spring, Texas. For the past 22 years the company has provided area municipal utility district operators, engineers and districts with cleaning, televising and inspection services for their wastewater collection systems. We are classified under NAICS code 562998 (All Other Miscellaneous Waste Management Services). The company is privately owned by two active partners:

- Mark E. Mohr, President
- J. Renea Mohr, CFO

Since our inception in 1994, our annual revenue and growth has increased on average 20% each year, with a marked increase in demand for services starting in 2012. This substantial growth in the past 3 years has required us to add more cleaning trucks, televising trucks and cameras, equipment and employees. Our current location at 6727 Spring Cypress Road, Spring, situated on approximately 1 acre, is no longer sufficient for our business needs. In order to meet the demands of growth, we are currently under contract to purchase office and warehouse facilities on 3 acres of land in Tomball. This 3-acre tract is located on FM 2978 approximately 2 miles north of FM 2920. The property currently has a 5,800sf office building, two 6,000sf shops, and a 15,000sf shop, with existing concrete drive and parking. This facility is under contract for \$2,000,500 and we anticipate closing on the property before the end of August 2016. Upon closing, we will commence upgrades and renovations to the existing buildings and land. The 5,800sf office building will require a new roof and more energy efficient heating and cooling system. The front parking area and landscaping facing FM 2978 will need to be renovated creating a more desirable entrance. Additionally, we plan on installing attractive signage. Overall development costs for purchase and renovations is currently estimated at \$2,250,000. This move will include our employees (currently 40), cleaning trucks, televising trucks, and all associated equipment. We anticipate being fully operational at this facility by late Q4 2016. We appreciate your consideration for grants, tax reductions, or any other business incentives you may have available for Source Point Solutions, LLC and its employees. We are excited to become a part of the Tomball community, and look forward to growing our business there.

Sincerely,

J. Renea Mohr, CFO



Office: 281-370-9135

jr.mohr@sourcepointsolutions.com

AGREEMENT

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

This Agreement (the “Agreement”) is made and entered into by and between the **Tomball Economic Development Corporation**, an industrial development corporation created pursuant to Tex. Rev. Civ. Stat. Ann. Art. 5190.6, Section 4B, located in Harris County, Texas (the “TEDC”), and **Source Point Solutions, LLC** (the “Company”), 6727 Spring Cypress Rd, Spring, TX 77379.

WITNESSETH:

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

WHEREAS, the Company is in the process of acquiring a 2.95-acre tract currently developed with four buildings totaling approximately 32,815 square feet located at 24227 FM 2978, Tomball, Texas 77375 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company, currently located at 6727 Spring Cypress Rd, Spring, TX 77379 proposes to relocate its corporate headquarters to the Property, and as part of the process, plans to expend funds to make capital improvements (the “Improvements”), generally described in Exhibit “B,” attached hereto and made a part hereof, as are necessary to the existing buildings as well as site improvements; and

WHEREAS, the Company also proposes to move forty (40) full-time employees to the Property and to create five (5) new jobs in Tomball within the first year of operation in conjunction with the relocation of its business operations to the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Twenty-Eight Thousand Five Hundred and Fourteen Dollars (\$28,514.00) to assist in the construction of the Improvements, the relocation of the forty (40) employees, and the creation of the five (5) new full-time jobs at the Property; and

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

WHEREAS, this expenditure is found by the Board of Directors of the TEDC to be required or suitable for the promotion and development of new or expanded business enterprises and in furtherance of creation and retention of primary jobs; and

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

1.

Except as provided by paragraph 4, the Company covenants and agrees that it will operate and maintain the proposed business for a term of at least five (5) years and will maintain forty-five (45) employees on the Property.

2.

The construction of the Improvements, the relocation of the forty (40) employees, the hiring of the five (5) new employees, and the obtaining of all necessary occupancy permits from the City must occur within twenty-four (24) months from the Effective Date of this Agreement.

Extensions of these deadlines may be granted by the Board of Directors of the TEDC due to any extenuating circumstance or uncontrollable delay.

3.

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

4.

In consideration of the Company's representations, promises, and covenants, TEDC agrees to grant to the Company Twenty-Eight Thousand Five Hundred and Fourteen Dollars (\$28,514.00) to fund a portion of the cost of the Improvements, the relocation of the forty (40) employees, and the addition of the five (5) new employees to the Tomball operation. The TEDC agrees to distribute such funds to the Company within thirty (30) days of receipt of a letter from the Company requesting such payment, which letter shall also include: (a) a copy of the City's occupancy permit for the Improvements to the Property, if applicable; (b) proof that the company has added the number of employees indicated above to the Tomball operation as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service form 941; (c) a letter from the City acknowledging that all necessary plats, plans, and specifications have been received, reviewed, and approved; (d) certification that the Improvements have been constructed in accordance with the approved plans and specifications; (e) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Improvements have been paid and any and all liens and claims regarding such work have been

released; and (f) Proof of payment to all contractors and subcontractors providing work and/or materials in the construction of the Improvements, proof of payment must include copies of canceled checks and/or credit card receipts and copies of paid invoices from all contractors and subcontractors.

In the event the number of jobs originally projected is not met or maintained, the amount of the funding provided to the Company by TEDC will be reduced on a pro-rata basis to reflect the actual number of jobs at the time of the request for disbursement of funds.

5.

It is understood and agreed by the parties that, in the event of a default by the Company on any of its obligations under this Agreement, the Company shall reimburse the TEDC the full amount paid to the Company by the TEDC, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company is convicted of a violation under 8 U.S.C. Section 1324a(f), the Company will reimburse the TEDC the full amount paid to the Company, with interest at the rate equal to the 90-day Treasury Bill plus ½% per annum, within 120 days after the TEDC notifies the Company of the violation.

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

It is understood and agreed by the parties that, in the event of a default by the TEDC on any of its obligations under this Agreement, the Company's sole and exclusive remedy shall be limited to either a) the termination of this Agreement or b) a suit for specific performance.

6.

Personal Liability of Public Officials: To the extent permitted by law, no director, officer, employee or agent of the TEDC, and no officer, employee or agent of the City of Tomball, shall be personally responsible for any liability arising under or growing out of this Agreement.

7.

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

8.

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

If to City:

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

If to Company: Source Point Solutions, LLC
6727 Spring Cypress Rd
Spring, TX 77379
Attn: J. Renea Mohr, CFO

9.

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

10.

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

11.

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

12.

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

13.

In the event any one or more words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement, or the application thereof to any person, firm, corporation, or circumstance, shall be held by any court of competent jurisdiction to be invalid or

unconstitutional for any reason, then the application, invalidity or unconstitutionality of such words, phrases, clauses, sentences, paragraphs, sections, or other parts of this Agreement shall be deemed to be independent of and severable from the remainder of this Agreement, and the validity of the remaining parts of this Agreement shall not be affected thereby.

IN TESTIMONY OF WHICH, THIS AGREEMENT has been executed by the parties on this _____ day of _____ 2016 (the "Effective Date").

SOURCE POINT SOLUTIONS, LLC

By: _____

Name: J. Renea Mohr

Title: CFO

ATTEST:

By: _____

Name: Shelley D. King

Title: Vice President of Operations

TOMBALL ECONOMIC DEVELOPMENT CORPORATION

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: William E. Sumner Jr.

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2016, by J. Renea Mohr, CFO of Source Point Solutions, LLC, for and on behalf of said
company.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2016, by Gretchen Fagan, President of the Board of Directors of the Tomball Economic
Development Corporation, for and on behalf of said Corporation.

Notary Public in and for the State of Texas

My Commission Expires: _____

(SEAL)

Exhibit A
Legal Description of Property

Property Address: 24227 FM 2978, Tomball, Texas 77375

Being a 2.959 acre tract of land in the John S. Smith Survey, Abstract No. 730 in Harris County, Texas out of and part of that certain 12 acre tract of land described in Volume 5295, page 526 of the Deed Records of Harris County, Texas and being that same tract of land called 2.9591 acres in deed recorded under Clerk's File No. P593279 of the Official Public Records of Real Property of Harris County, Texas (OPRRPHCoTx).

Exhibit B
Description of Improvements

- Replace roof and make repairs as needed to exterior of office building.
- Replace heating & cooling system.
- Repair/replace front porch entrance to office building including awning.
- Renovate/remodel older portion of office building (approx. 2,000 sf).
- Repair/replace front parking areas and landscaping.

EXECUTIVE SUMMARY

A REPORT OF THE ECONOMIC IMPACT OF SOURCE POINT SOLUTIONS HEADQUARTERS IN TOMBALL, TX

August 11, 2016

Prepared by:
Tomball Economic Development Corporation
29201 Quinn Rd., Suite B
Tomball, Texas 77375



Prepared using Total Impact



PURPOSE & LIMITATIONS

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model is a customized software program licensed to the Tomball Economic Development Corporation. The model includes estimates, assumptions, and other information developed by Impact DataSource from its independent research effort detailed in Tomball Economic Development Corporation's Total Impact User Guide.

The analysis relies on prospective estimates of business activity that may not be realized. Tomball Economic Development Corporation made reasonable efforts to ensure that the project-specific data entered into the Total Impact model reflects realistic estimates of future activity.

No warranty or representation is made by Tomball Economic Development Corporation or Impact DataSource that any of the estimates or results contained in this study will actually be achieved.



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Introduction

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

Description of the Project

Source Point Solutions, LLC provides utility operators and consultants with professional services for inspecting, cleaning, maintaining, and repairing sanitary sewer collection systems and facilities. Source Point Solutions has been in business for over twenty years and currently employs 40 people. The company has outgrown its current facility in Spring, Texas and desires to relocate to an existing facility located at 24227 FM 2978 in Tomball, TX. The company plans to hire an additional 5 employees within its first year of operation in Tomball.

Economic Impact Overview

The Project's operations will support employment and other economic impacts in the community. The 45.0 workers directly employed by the Project will earn approximately \$50,000 per year on average over the next 10 years. This direct activity will support 16.7 indirect and induced workers in the community earning \$64,000 on average over the next 10 years. The total additional payroll or workers' earnings associated with the Project is estimated to be approximately \$32.7 million over the next 10 years.

On average, the Project will generate \$3.8 million in direct economic output over the next 10 years. Spin-off businesses in the community will produce \$3.8 million in economic output per year as a result of the Project. In total, the Project will support \$7.6 million in economic output per year on average. Economic output is the value of goods and services produced in the economy and can be thought of as revenues for businesses. The economic output calculations in this report were estimated using the RIMS II economic impact model and the Project's employment estimates.

Accounting for various taxable sales and purchases, including activity associated with the Project, worker spending, and visitors' spending in the community, the Project is estimated to support approximately \$4.0 million in taxable sales over the next 10 years.

Table 1. Economic Impact Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of permanent direct, indirect, and induced jobs to be created	45.0	16.7	61.7
Salaries to be paid to direct, indirect, and induced workers	\$22,192,054	\$10,545,663	\$32,737,717
Economic output generated by direct, indirect, and induced activity	\$38,185,835	\$37,861,255	\$76,047,090
Taxable sales and purchases expected in the City	\$3,735,861	\$284,733	\$4,020,594

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

Table 2. Population Impacts Over the Next 10 Years

	Direct	Indirect & Induced	Total
Number of direct, indirect, and induced workers who will move to the City	2.3	0.8	3.1
Number of new residents in the City	6.0	2.0	8.0
Number of new residential properties to be built in the City	0.4	0.1	0.5
Number of new students expected to attend local school district	1.2	0.4	1.6

The Project is estimated to support an average of approximately \$3.4 million in new non-residential taxable property each year over the next 10 years. The taxable value of property supported by the Project over the 10-year period is shown in the following table.

Table 3. Value of Taxable Property Supported by the Project Over the Next 10 Years

Year	New Residential Property	The Project's Property				Subtotal Nonresidential Property	Total Residential & Nonresidential Property
		Land	Buildings & Other Real Prop. Improvements	Furniture, Fixtures, & Equipment	Inventories		
1	\$56,416	\$515,576	\$1,535,000	\$63,000	\$0	\$2,113,576	\$2,169,992
2	\$71,931	\$525,888	\$1,610,700	\$845,700	\$0	\$2,982,288	\$3,054,218
3	\$73,370	\$536,405	\$1,687,914	\$1,160,500	\$0	\$3,384,819	\$3,458,189
4	\$74,837	\$547,133	\$1,766,672	\$1,435,300	\$0	\$3,749,106	\$3,823,943
5	\$76,334	\$558,076	\$1,847,006	\$1,685,100	\$0	\$4,090,182	\$4,166,515
6	\$77,860	\$569,238	\$1,883,946	\$1,478,400	\$0	\$3,931,583	\$4,009,444
7	\$79,418	\$580,622	\$1,921,625	\$1,271,700	\$0	\$3,773,947	\$3,853,365
8	\$81,006	\$592,235	\$1,960,057	\$1,065,000	\$0	\$3,617,292	\$3,698,298
9	\$82,626	\$604,079	\$1,999,258	\$858,300	\$0	\$3,461,638	\$3,544,264
10	\$84,279	\$616,161	\$2,039,244	\$657,900	\$0	\$3,313,305	\$3,397,583

The taxable value of residential property represents the value of properties that may be constructed as a result of new workers moving to the community.

This analysis assumes the residential real property appreciation rate to be 2.0% per year. The Project's real property is assumed to appreciate at a rate of 2.0% per year. The analysis assumes the Project's furniture, fixtures, and equipment will depreciate over time according to the depreciation schedule shown in Appendix A.

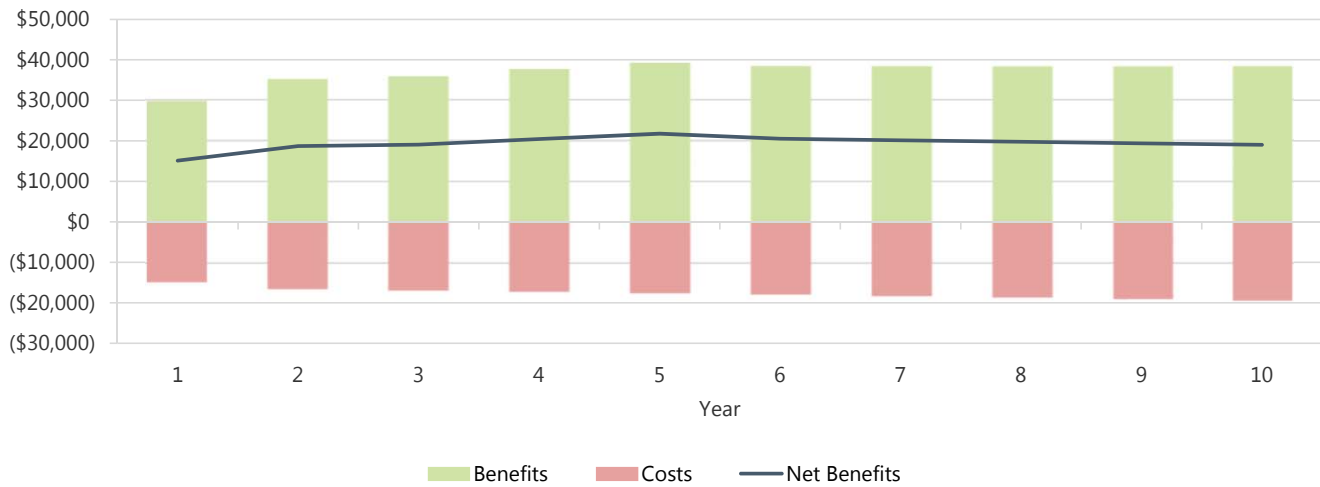
Fiscal Impact Overview

The Project will generate additional benefits and costs for the City. Overall, the City will receive approximately \$193,900 in net benefits over the 10-year period. The table below displays the estimated additional benefits, costs, and net benefits to be received by the City over the next 10 years of the Project. Appendix C contains the year-by-year calculations.

Table 4. City of Tomball: Benefits, Costs, and Net Benefits Over the Next 10 Years

	Amount
Sales Taxes	\$80,412
Property Taxes - Project	\$117,521
Property Taxes - New Residential	\$2,588
Utility Revenue	\$104,175
Utility Franchise Fees	\$7,474
Building Permits and Fees	\$1,755
Hotel Occupancy Taxes	\$2,744
Miscellaneous Taxes & User Fees	\$51,752
<u>Subtotal Benefits</u>	<u>\$368,422</u>
Cost of Providing Municipal Services	(\$76,621)
Cost of Providing Utility Services	(\$97,924)
<u>Subtotal Costs</u>	<u>(\$174,545)</u>
Net Benefits	\$193,877
<i>Present Value (5% discount rate)</i>	<i>\$148,839</i>

Figure 1. Annual Fiscal Net Benefits for the City of Tomball



Impact from Project and Workers

The City will receive benefits from the activity, spending, and investments associated with (1) the Project and (2) the workers. These benefits, associated costs, and resulting net benefits for the next 10 years are shown below for these two categories.

Table 5: Net Benefits to the City from the Project and Workers

	The Project	Workers	Total
Sales Taxes	\$62,734	\$17,678	\$80,412
Real Property Taxes	\$81,597	\$0	\$81,597
FF&E Property Taxes	\$35,924	\$0	\$35,924
Inventory Property Taxes	\$0	\$0	\$0
New Residential Property Taxes	\$0	\$2,588	\$2,588
Utility Revenue	\$54,530	\$49,645	\$104,175
Utility Franchise Fees	\$4,220	\$3,254	\$7,474
Building Permits and Fees	\$1,755	\$0	\$1,755
Hotel Occupancy Taxes	\$2,744	\$0	\$2,744
Miscellaneous Taxes & User Fees	\$34,142	\$17,611	\$51,752
<u>Subtotal Benefits</u>	<u>\$277,645</u>	<u>\$90,777</u>	<u>\$368,422</u>
Cost of Providing Municipal Services	(\$50,725)	(\$25,896)	(\$76,621)
Cost of Providing Utility Services	(\$51,258)	(\$46,667)	(\$97,924)
<u>Subtotal Costs</u>	<u>(\$101,983)</u>	<u>(\$72,563)</u>	<u>(\$174,545)</u>
Net Benefits	\$175,663	\$18,214	\$193,877
Percent of Total Net Benefits	90.6%	9.4%	

Non-Tax Incentives

The Tomball EDC is considering the following non-tax incentives for the Project.

Table 10. Incentives Under Consideration

Year	Proposed Incentive
1	\$28,514
2	\$0
3	\$0
4	\$0
5	\$0
6	\$0
7	\$0
8	\$0
9	\$0
10	\$0
Total	\$28,514

These financial incentives may be considered an investment in the Project made by the EDC. Four calculations analyzing possible investments were made:

1. Net Benefits - detailed above
2. Present Value of Net Benefits - detailed above
3. Rate of Return on Investment - discussed and detailed below
4. Payback Period - discussed and detailed below

The rate of return on investment calculates the average annual rate of return to the city, treating the incentives as the initial investment and the net benefits to the city as the return on investment. The payback period is the number of years that it will take the city to recover the cost of incentives from the additional revenues that it will receive as a result of the Project.

The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return, and payback period.

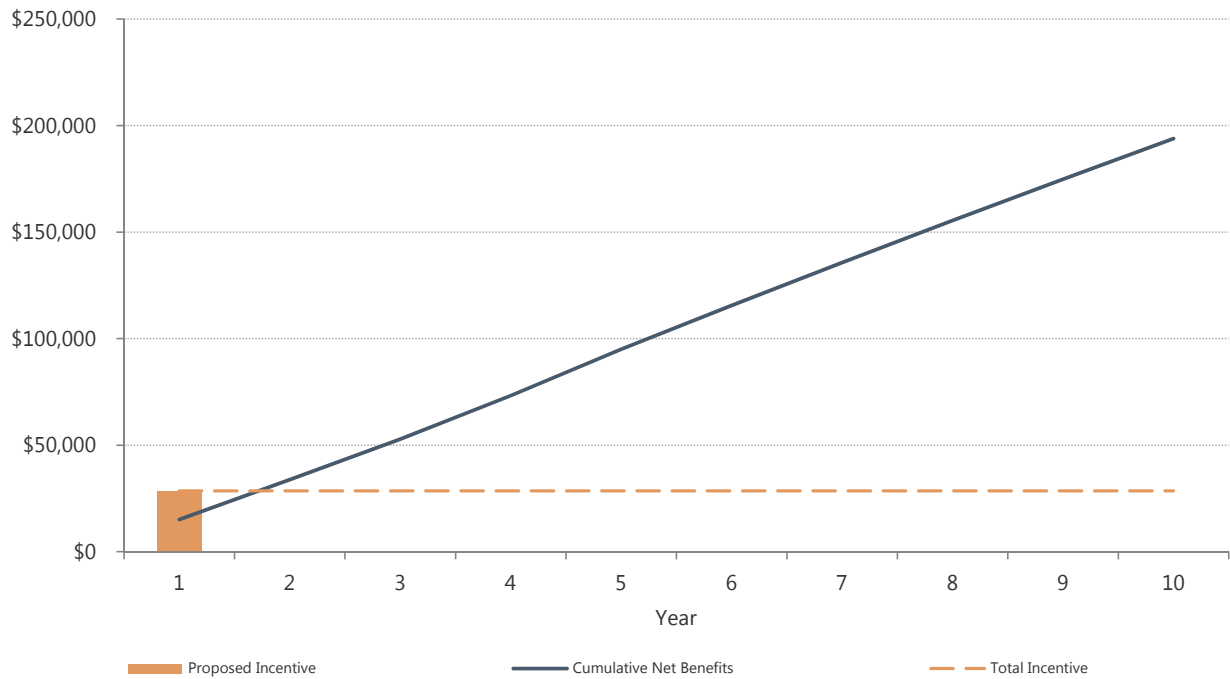
Table 11. Analysis of Incentives

Total Non-Tax Incentive	\$28,514
Incentive Per Job	\$634
Rate of Return - 5 Years	66.7%
Rate of Return - 10 Years	68.0%
Payback period (years)	1.7

Note: The Rate of Return and Payback Period are calculated based on the sum of annual incentives, not the present value of the incentives.

The graph below depicts the total incentives currently under consideration versus the cumulative net benefits to the City. The intersection indicates the length of time until the incentives are paid back.

Figure 2. Incentives Under Consideration



Overview of Methodology

This report presents the results of an analysis undertaken by the Tomball Economic Development Corporation using Total Impact, an economic and fiscal impact analysis tool developed and supported by the Austin, TX based economic consulting firm, Impact DataSource.

The Total Impact model combines project-specific attributes with community data, tax rates, and assumptions to estimate the economic impact of the Project and the fiscal impact for local taxing districts over a 10-year period.

The economic impact as calculated in this report can be categorized into two main types of impacts. First, the direct economic impacts are the jobs and payroll directly created by the Project. Second, this economic impact analysis calculates the indirect and induced impacts that result from the Project. Indirect jobs and salaries are created in new or existing area firms, such as maintenance companies and service firms, that may supply goods and services for the Project. In addition, induced jobs and salaries are created in new or existing local businesses, such as retail stores, gas stations, banks, restaurants, and service companies that may supply goods and services to new workers and their families.

The economic impact estimates in this report are based on the Regional Input-Output Modeling System (RIMS II), a widely used regional input-output model developed by the U. S. Department of Commerce, Bureau of Economic Analysis. The RIMS II model is a standard tool used to estimate regional economic impacts. The economic impacts estimated using the RIMS II model are generally recognized as reasonable and plausible assuming the data input into the model is accurate or based on reasonable assumptions. Impact DataSource utilizes county-level multipliers to estimate the impact occurring at the sub-county level.

Two types of regional economic multipliers were used in this analysis: an employment multiplier and an earnings multiplier. An employment multiplier was used to estimate the number of indirect and induced jobs created or supported in the area. An earnings multiplier was used to estimate the amount of salaries to be paid to workers in these new indirect and induced jobs. The employment multiplier shows the estimated number of total jobs created for each direct job. The earnings multiplier shows the estimated amount of total salaries paid to these workers for every dollar paid to a direct worker. The multipliers used in this analysis are listed below:

560000 Other Administrative and Support and Waste Management Servi		City	County
Employment Multiplier	(Type II Direct Effect)	1.3702	1.6404
Earnings Multiplier	(Type II Direct Effect)	1.4752	1.8222

The fiscal impacts calculated in this report are detailed in Appendix C. Most of the revenues estimated in this study result from calculations relying on (1) attributes of the Project, (2) assumptions to derive the value of associated taxable property or sales, and (3) local tax rates. In some cases, revenues are estimated on a per new household, per new worker, or per new school student basis.

The company or Project developer was not asked, nor could reasonably provide data for calculating some other revenues. For example, while the city will likely receive revenues from fines paid on speeding tickets given to new workers, the company does not know the propensity of its workers to speed. Therefore, some revenues are calculated using an average revenue approach. This approach uses relies on two assumptions:

1. The taxing entity has two general revenue sources: revenues from residents and revenues from businesses.
2. The taxing entity will collect (a) about the same amount of miscellaneous taxes and user fees from each new household that results from the Project as it currently collects from existing households on average, and (b) the same amount of miscellaneous taxes and user fees from the new business (on a per worker basis) will be collected as it collects from existing businesses.

In the case of the school district, some additional state and federal revenues are estimated on a per new school student basis consistent with historical funding levels.

Additionally, this analysis sought to estimate the additional expenditures faced by the city and county to provide services to new households and new businesses. A marginal cost approach was used to calculate these additional costs. This approach relies on two assumptions:

1. The taxing entity spends money on services for two general groups: revenues from residents and revenues from businesses.
2. The taxing entity will spend slightly less than its current average cost to provide local government services (police, fire, EMS, etc.) to (a) new residents and (b) businesses on a per worker basis.

In the case of the school district, the marginal cost to educate new students was estimated based on a portion of the school's current expenditures per student and applied to the headcount of new school students resulting from the Project.

Additionally, this analysis seeks to calculate the impact on the school district's finances from the Project by generally, and at a summary level, mimicking the district's school funding formula.

According to the Texas Education Agency, any property added to local tax rolls, and the local taxes that this generates, reduces the amount of state funding equivalent to local taxes collected for maintenance and operations. The school district retains local taxes received for debt services and the corresponding state funding is not reduced.

However, according to the Texas Education Agency, the school district will receive state aid for each new child that moves to the District. The additional revenues for the school district are calculated in this analysis.

About Impact DataSource

Impact DataSource is an Austin economic consulting, research, and analysis firm founded in 1993. The firm has conducted over 2,500 economic impact analyses of firms, projects, and activities in most industry groups in Texas and more than 30 other states.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 19, 2016

Topic:

Adopt, on Second Reading, Ordinance No. 2016-20, An Ordinance Of The City Of Tomball, Texas, Amending Chapter 50 (Zoning) Of The Code Of Ordinances By Amending Section 50-82(B) (“Use Charts”) In Regards To The Land Uses “Check Cashing Service”, “Convenience Store (With Or Without Gasoline Sales)”, “Gasoline Station”, “Hotel/Motel”, “Rehabilitation Care Facility (Halfway House)”, “Tattoo Or Body Piercing Studio” And By Adding “Loan Service (Payday / Auto Title)” And Amending Section 50-2 (“Definitions”) In Regards To The Land Use “Hotel/Motel”; 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, August 8, 2016, after conducting a public hearing, the Planning and Zoning Commission unanimously voted to recommend approval of Zoning Case P16-0115.

Origination:

Recommendation:

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

Community Development Department

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

ATTACHMENTS:

Ordinance No. 2016-20

Public Hearing Announcement

Staff Report

ORDINANCE NO. 2016-20

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE CODE OF ORDINANCES BY AMENDING SECTION 50-82(B) (“USE CHARTS”) IN REGARDS TO THE LAND USES “CHECK CASHING SERVICE”, “CONVENIENCE STORE (WITH OR WITHOUT GASOLINE SALES)”, “GASOLINE STATION”, “HOTEL/MOTEL”, “REHABILITATION CARE FACILITY (HALFWAY HOUSE)”, “TATTOO OR BODY PIERCING STUDIO” AND BY ADDING “LOAN SERVICE (PAYDAY / AUTO TITLE)” AND AMENDING SECTION 50-2 (“DEFINITIONS”) IN REGARDS TO THE LAND USE “HOTEL/MOTEL”; PROVIDING FOR SEVERABILITY; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF, MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, the City of Tomball has requested that Chapter 50 (Zoning) of the Code of Ordinances be amended;

WHEREAS, the Planning & Zoning Commission and the City Council of the City of Tomball, Texas, have published notice and conducted public hearings regarding the request to amend Chapter 50 (Zoning) of the Code of Ordinances;

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

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve amendments to Chapter 50 (Zoning) of the Code of Ordinances; and

Whereas, the City Council deems it appropriate to grant the amendments to Chapter 50 (Zoning) of the Code of Ordinances.

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

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

Section 2. Section 50-82(b) (Use Charts) of the Code of Ordinances is hereby amended by adding the following:

Land Use Type	Residential							Nonresidential				OT&MU	Parking Ratio
	AG	SF-20	SF-9	SF-6	D	MF	MHP	O	GR	C	LI		
Personal and Business													
Check cashing service									C	C	-	-	1 space per 100 square feet

Land Use Type	Residential							Nonresidential				OT&MU	Parking Ratio
	AG	SF-20	SF-9	SF-6	D	MF	MHP	O	GR	C	LI		
Retail													
Convenience store (with or without gasoline sales) ‡								C	P	P	P	C	See Section 50-112

Land Use Type	Residential							Nonresidential				OT&MU	Parking Ratio
	AG	SF-20	SF-9	SF-6	D	MF	MHP	O	GR	C	LI		
Transportation and Auto Services													
Gasoline station									P	P	P	-	See Section 50-112

Land Use Type	Residential							Nonresidential				OT&MU	Parking Ratio
	AG	SF-20	SF-9	SF-6	D	MF	MHP	O	GR	C	LI		
Personal and Business													
Hotel ‡									P	P		C	See Section 50-112
Motel ‡										C		C	See Section 50-112

Land Use Type	Residential							Nonresidential				OT&MU	Parking Ratio
	AG	SF-20	SF-9	SF-6	D	MF	MHP	O	GR	C	LI		
Personal and Business													
Rehabilitation care facility (halfway house) ‡	C	C	C	C	C	C	C	C	P	P	P	C	Greater of 1 per three beds or 1.5 spaces per dwelling

Land Use Type	Residential							Nonresidential				OT&MU	Parking Ratio
	AG	SF-20	SF-9	SF-6	D	MF	MHP	O	GR	C	LI		
Personal and Business													
Tattoo or body piercing studio ‡									-	C			1 space per 200 square feet

Land Use Type	Residential							Nonresidential				OT&MU	Parking Ratio
	AG	SF-20	SF-9	SF-6	D	MF	MHP	O	GR	C	LI		
Personal and Business													
Loan service (payday/auto title)									C	C			1 space per 100 square feet

Section 3. Section 50-2 (Definitions) of the Code of Ordinances is hereby amended by adding the following:

1. *Hotel* means a facility offering temporary lodging accommodations or guest rooms on a daily rate to the general public and providing additional services, such as restaurants, meeting rooms, housekeeping service and recreational facilities. The term “guest room” shall be defined as a room designed for the overnight lodging of hotel guests for an established rate or fee. A hotel must also meet the following requirements:
 - a. Guest rooms must be accessible only through interior corridors;
 - b. Entrance through exterior doors must be secured and accessible only to guest and employees
 - c. Hotel management must be on-site 24 hours each day
 - d. Prohibit overnight parking of trucks with more than two axles in hotel’s parking areas;
 - e. Must contain at least three of the following amenities:
 - i. A minimum of 300 square feet of dedicated meeting and event facilities;
 - ii. A restaurant, eating or social area accessible through the interior of the hotel that offers food or food options and seating for at least 30 patrons during industry standard dining hours;
 - iii. Swimming pool; or
 - iv. Fitness center.
2. *Motel* means a building or group of buildings in which temporary lodging accommodations or guest rooms are offered at a daily rate to the general public. If a proposed business does not meet the “hotel” definition, it will be defaulted as “motel”.

Section 5. Chapter 50 (Zoning) of the Code of Ordinances shall be revised and amended as indicated above.

Section 6. This Ordinance shall in no manner amend, change, supplement, or revise any other provision of Chapter 50 (Zoning) of the Code of Ordinances except as indicated above.

Section 7. In the event any section, paragraph, subdivision, clause, phrase, provision,

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

Section 8. 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 15th DAY OF AUGUST 2016.

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

FIRST READING:

READ, PASSED, AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 6TH DAY OF SEPTEMBER 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 19TH DAY OF SEPTEMBER 2016.

COUNCILMAN HUDGENS	_____
COUNCILMAN STOLL	_____
COUNCILMAN DEGGES	_____

COUNCILMAN TOWNSEND
COUNCILMAN QUINN

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
AUGUST 8, 2016
&
CITY COUNCIL
AUGUST 15, 2016**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, August 8, 2016, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, August 15, 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 P16-0115: Request by the City of Tomball to amend Section 50-82(b) (*Use Charts*) in regards to the land uses “*Check cashing service*”, “*Convenience store (with or without gasoline sales)*”, “*Gasoline Station*”, “*Hotel/motel*”, “*Rehabilitation care facility (halfway house)*”, “*Tattoo or body piercing studio*” and by adding “*Loan service (payday / auto title)*” and to amend Section 50-2 (*Definitions*) in regards to the land use “*Hotel/motel*”.

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.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the 4th day of **August 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.



Text Amendment Staff Report

Planning and Zoning Commission Hearing Date: August 8, 2016

City Council Public Hearing Date: August 15, 2016

ZONING CASE P16-0115: Request by the City of Tomball to amend Section 50-82(b) (*Use Charts*) in regards to the land uses “*Check cashing service*”, “*Convenience store (with or without gasoline sales)*”, “*Gasoline Station*”, “*Hotel/motel*”, “*Rehabilitation care facility (halfway house)*”, “*Tattoo or body piercing studio*” and by adding “*Loan service (payday / auto title)*” and to amend Section 50-2 (*Definitions*) in regards to the land use “*Hotel/motel*”.

BACKGROUND

City Staff has recently been approached with requests for various land uses to locate in Tomball. Several of these uses may be considered less desirable in certain areas of the City for various reasons and some uses may be appropriate in areas where they are not currently permitted. Additionally, staff has also identified the need for various updates to the City’s Land Use Matrix, as detailed below.

PROPOSED AMENDMENTS

Section 50-82 (b) (*Use Charts*)

1. *Check cashing service*: Currently, this land use is allowed by-right in the General Retail, Commercial, Light Industrial and Old Town & Mixed Use Zoning Districts.

The proposed amendment would remove the land use from the Light Industrial and Old Town & Mixed Use Districts and allow it with the approval of a Conditional Use Permit (CUP) in the General Retail and Commercial Districts.

Land Use Type	Residential							Nonresidential				OT&MU	Parking Ratio
	AG	SF-20	SF-9	SF-6	D	MF	MHP	O	GR	C	LI		
Personal and Business													
Check cashing service									C	C	-	-	1 space per 100 square feet

2. *Convenience store (with or without gasoline sales)*: This land use is not currently permitted in the Office District. It is permitted by-right in the Old Town & Mixed Use District. The proposed amendment would allow it with the approval of a Conditional Use Permit (CUP) in both districts. Convenience stores are also allowed by-right in the General Retail, Commercial and Light Industrial Districts. No changes are proposed in these districts.

As the Office District is intended to be a buffer zone between commercial and residential areas and convenience stores can often be located outside of residential neighborhoods, allowing them in the Office District may be appropriate. By allowing these uses with a

Conditional Use Permit (CUP), Council can require additional regulations that go above and beyond the requirements in place, or allow Council to not permit them in areas where they may not be a compatible use.

Land Use Type	Residential							Nonresidential				OT&MU	Parking Ratio
	AG	SF-20	SF-9	SF-6	D	MF	MHP	O	GR	C	LI		
Retail													
Convenience store (with or without gasoline sales) ±								C	P	P	P	C	See Section 50-112

3. *Gasoline station*: Currently allowed by-right, the proposed amendment would remove the land use from the Old Town & Mixed Use District. This land use differs from the previous land use of *convenience stores (with or without gasoline sales)* as it does not include a retail component.

The term *Gasoline Station*, as it refers to a singular use, is more of a dated term in developed cities. Today, most times, gasoline stations are associated with other uses, such as a convenience store. Our current Land Use Matrix allows for convenience stores with or without gasoline sales. Therefore, the changes being proposed will not prohibit a stand-alone gasoline station in many areas of Tomball, but will require a convenience store component in the Old Town & Mixed Use District where character and compatibility are of more concern.

Land Use Type	Residential							Nonresidential				OT&MU	Parking Ratio
	AG	SF-20	SF-9	SF-6	D	MF	MHP	O	GR	C	LI		
Transportation and Auto Services													
Gasoline station									P	P	P	-	See Section 50-112

4. *Hotel and Motel*: In the Land Use Matrix, the two uses are combined as one use. Staff is proposing to separate them and modify the zoning districts each are allowed in. Currently, *hotel/motel* is allowed by-right in the General Retail, Commercial, Light Industrial and Old Town & Mixed Use Districts. It is important to differentiate between the two types of lodging facilities as amenities can vary. The proposed text amendment will also create definitions of each.

Hotels are proposed to be allowed by-right in the General Retail and Commercial Districts and with the approval of a Conditional Use Permit (CUP) in the Old Town & Mixed Use District. Motels are proposed with the approval of a Conditional Use Permit (CUP) in the Commercial and Old Town & Mixed Use Districts.

Land Use Type	Residential							Nonresidential				OT&MU	Parking Ratio
	AG	SF-20	SF-9	SF-6	D	MF	MHP	O	GR	C	LI		
Personal and Business													
Hotel ‡									P	P		C	See Section 50-112
Motel ‡										C		C	See Section 50-112

5. *Rehabilitation care facility (halfway house)*: The land use matrix contains a typographical error by allowing this land use by-right and with a Conditional Use Permit (CUP) in the Commercial District.

This proposed amendment would correct the mistake by allowing it by-right only.

Land Use Type	Residential							Nonresidential				OT&MU	Parking Ratio
	AG	SF-20	SF-9	SF-6	D	MF	MHP	O	GR	C	LI		
Personal and Business													
Rehabilitation care facility (halfway house) ‡	C	C	C	C	C	C	C	C	P	P	P	C	Greater of 1 per three beds or 1.5 spaces per dwelling

6. *Tattoo or body studio*: Currently, this land use is allowed with the approval of a Conditional Use Permit (CUP) in the General Retail District and allowed by-right in the Commercial District. This amendment is proposing to remove it from the General Retail District and allow it with the approval of a Conditional Use Permit (CUP) in the Commercial District.

These facilities may be considered less desirable in certain areas of the City; therefore, by restricting them to the Commercial District and a Conditional Use Permit (CUP), Council will be able to place conditions upon an approval to mitigate any potential adverse impacts. If Council does not feel a request for this use is best suited in a proposed location, the request can be denied.

Land Use Type	Residential							Nonresidential				OT&MU	Parking Ratio
	AG	SF-20	SF-9	SF-6	D	MF	MHP	O	GR	C	LI		
Personal and Business													
Tattoo or body piercing studio ‡									-	C			1 space per 200 square feet

7. *Loan service (payday/auto title)*: Currently, staff classifies payday or car title loans as a type of bank, credit union or saving and loan establishment, however, these facilities are different than a typical bank or credit union based on services that are offered.

The amendment creates an additional land use be added to the Land Use Matrix to better classify these uses and allow them with the approval of a Conditional Use Permit (CUP) in the General Retail and Commercial Districts.

Land Use Type	Residential							Nonresidential				OT&MU	Parking Ratio
	AG	SF-20	SF-9	SF-6	D	MF	MHP	O	GR	C	LI		
Personal and Business													
Loan service (payday/ auto title)									C	C			1 space per 100 square feet

Section 50-2 (Definitions)

Current definition of *hotel/motel*:

Hotel/motel means a facility offering temporary lodging accommodations or guest rooms on a daily rate to the general public and providing additional services, such as restaurants, meeting rooms, housekeeping service and recreational facilities. The term “guest room” shall be defined as a room designed for the overnight lodging of hotel guests for an established rate or fee. The term “hotel/motel” also includes an extended stay lodging facility that may be used for weekly or monthly occupancy periods.

Proposed amended definitions:

1. *Hotel* means a facility offering temporary lodging accommodations or guest rooms on a daily rate to the general public and providing additional services, such as restaurants, meeting rooms, housekeeping service and recreational facilities. The term “guest room” shall be defined as a room designed for the overnight lodging of hotel guests for an established rate or fee. A hotel must also meet the following requirements:
 - a. Guest rooms must be accessible only through interior corridors;
 - b. Entrance through exterior doors must be secured and accessible only to guest and employees
 - c. Hotel management must be on-site 24 hours each day
 - d. Prohibit overnight parking of trucks with more than two axles in hotel’s parking areas;
 - e. Must contain at least three of the following amenities:
 - i. A minimum of 300 square feet of dedicated meeting and event facilities;
 - ii. A restaurant, eating or social area accessible through the interior of the hotel that offers food or food options and seating for at least 30 patrons during industry standard dining hours;
 - iii. Swimming pool; and
 - iv. Fitness center.
2. *Motel* means a building or group of buildings in which temporary lodging accommodations or guest rooms are offered at a daily rate to the general public.

If a proposed business does not meet the “hotel” definition, it will be defaulted as “motel”.

PUBLIC COMMENT

A public hearing notice was published in the Potpourri on July 27, 2016. No public comment forms have been received as of the date of this report.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 19, 2016

Topic:

Conduct First Public Hearing regarding 2016 Tax Year Proposed Property Tax Rate for the City of Tomball, Texas

Background:

The proposed tax rate for 2015 is \$0.341455/\$100 of taxable value. The average taxable value of a residential homestead has risen slightly and the City may receive additional revenues due to the addition of new property to the tax roll.

Under Truth-in-Taxation regulations, the City must conduct two public hearings after publishing the notice of the effective and rollback tax rates and announce the dates of the meetings during which Council will vote on the proposed tax rate.

This is the first required public hearing.

Origination:

City Secretary

Recommendation:

N/A

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

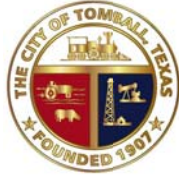
City Secretary

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

ATTACHMENTS:

Public Hearings regarding Proposed 2016 Property Tx Rate in the City of Tomball, Texas

**NOTICE OF PUBLIC HEARINGS
ON TAX INCREASE
CITY OF TOMBALL, TEXAS**



**MONDAY, SEPTEMBER 26, 2016
5:00 P.M.
and
MONDAY, OCTOBER 3, 2016
6:00 P.M.**

**Public Hearings on Tax Revenue Increase for Proposed 2016 Tax
Rate of \$0.341455/\$100 Assessed Value for the City of Tomball, Texas.**

The City of Tomball will hold two public hearings on a proposal to increase total tax revenues from properties on the tax roll in the preceding tax year by 3.05 percent (percentage by which proposed tax rate exceeds lower of rollback tax rate or effective tax calculated under Chapter 26, Tax Code). Your individual taxes may increase at a greater or lesser rate, or even decrease, depending on the change in the taxable value of your property in relation to the change in taxable value of all other property and the tax rate that is adopted.

The first public hearing will be held on Monday, September 26, 2016
at 5:00 p.m., at City Hall, 401 Market Street.

The second public hearing will be held on Monday, October 3, 2016
at 6:00 p.m., at City Hall, 401 Market Street.

The members of the governing body voted on the proposal to consider the tax increase as follows:

FOR: Councilmembers Hudgens, Stoll, Degges, Townsend, and Klein Quinn
AGAINST: None
PRESENT and not voting: None
ABSENT: None

The average taxable value of a residence homestead in Tomball, Texas last year was \$153,070. Based on last year's tax rate of \$0.341455 per \$100 of taxable value, the amount of taxes imposed last year on the average home was \$522.67.

The average taxable value of a residence homestead in Tomball, Texas this year is \$168,670. If the governing body adopts the effective tax rate for this year of \$0.331334 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$558.86.

If the governing body adopts the proposed tax rate of \$0.341455 per \$100 of taxable value, the amount of taxes imposed this year on the average home would be \$575.93.

Members of the public are encouraged to attend the hearings and express their views regarding the above-proposed 2016 Tax Rate for the City of Tomball, Texas.

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 7th day of September 2016 by 4:00 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/CMC

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: September 19, 2016

Topic:

Announce that Voting on the Proposed 2016 Tax Rate will be held at a Regular Council Meeting on October 3, 2016 at 6:00 p.m. and at a Special Council Meeting on October 10, 2016 at 5:00 p.m.

Background:

On September 6, 2016, Council ratified the budget and found that the proposed tax rate will generate more tax revenue than the previous year's budget and announced the dates for the two required public hearings on September 19 and September 26.

Council also set and announced the dates for the voting on the proposed tax rate as October 3, 2016 at 6:00 p.m. and October 10, 2016 at 5:00 p.m.; the dates must be announced at each meeting.

The final vote on October 10 will meet the requirements to adopt the tax rate within 60 days of receiving the certified rolls from Harris County.

Origination:

City Secretary

Recommendation:

Announce that Voting on the Proposed 2015 Tax Rate will be held at a Regular Council Meeting on October 3, 2016 at 6:00 p.m. and at a Special Council Meeting on October 10, 2016 at 5:00 p.m.

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

Doris Speer, City Secretary

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

ATTACHMENTS:

Vote on Proposed 2016 Property Tx Rate in the City of Tomball, Texas

NOTICE OF TAX REVENUE INCREASE

The CITY OF TOMBALL, TEXAS
(name of taxing unit)

conducted public hearings on SEPTEMBER 26, 2016 and OCTOBER 3, 2016 on a proposal to
(date of first hearing) (date of second hearing)

increase the total tax revenues of the CITY OF TOMBALL, TEXAS from properties
(name of taxing unit)

on the tax roll in the preceding year by 3.05 percent.
(percentage by which proposed tax rate exceeds lower of
rollback tax rate or effective tax rate calculated under this chapter)

The total tax revenue proposed to be raised last year at last year's tax rate of \$0.341455
(insert tax rate for the preceding year)

for each \$100 of taxable value was \$ 5,698,260 .
(insert total amount of taxes imposed in the preceding year)

The total tax revenue proposed to be raised this year at the proposed tax rate of \$0.341455
(insert proposed tax rate)

for each \$100 of taxable value, excluding tax revenue to be raised from new property added to the tax roll this
year, is \$ 238,772 .
(insert amount computed by multiplying proposed tax rate by the difference
between current total value and new property value)

The total tax revenue proposed to be raised this year at the proposed tax rate of \$0.341455
(insert proposed tax rate)

for each \$100 of taxable value, including tax revenue to be raised from new property added to the tax roll this
year, is \$ 5,937,032 .
(insert amount computed by multiplying proposed tax rate by current total value)

The CITY OF TOMBALL, TEXAS is scheduled to vote on the
(governing body of the taxing unit)

tax rate that will result in that tax increase at a public meeting to be held on OCTOBER 10 & OCTOBER 17, 2016
(date of meeting)

at CITY HALL, 401 MARKET STREET, TOMBALL, TEXAS 77375 .
(location of meeting, including mailing address)

at 5:00 P.M. AND 6:00 P.M., RESPECTIVELY .
(time of meeting)

The TOMBALL CITY COUNCIL proposes to use the increase in total tax revenue for the purpose of
(governing body of the taxing unit)

GENERAL FUND EXPENDITURES .
(description of purpose of increase)

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 19, 2016

Topic:

Appoint/Reappoint Members to Positions 1, 3 and 5 on the Tomball Regional Health Foundation for Terms Expiring September 1, 2016

Background:

Three Class A, City-appointed Board of Directors Positions 1, 3 and 5 on the Tomball Regional Health Foundation expired on September 1, 2016. These unpaid, two-year positions are currently held by Ralph Foxworthy, Steven Vaughan, and Ellen Stutts, respectively.

Will Benson, Jr. and Cary Rasberry have expressed interest in serving.

For years, the Council has reappointed board members at the request of the Foundation. In the last appointment cycles, we have added new members in order to bring a new perspective to the board and ensure Tomball's interests are being addressed. I believe the recent appointments of Ralph Foxworthy, Steven Vaughn and Jim Ross (TISD Chief Financial Officer) have accomplished this. We expect our appointees to fully represent our community. I have attached Mr Foxworthy's recent ideas/suggestion he presented to the board.

In the last year, Council has expressed concerns about financial transparency, access to information on the Foundation's website and funding of Intergovernmental Transfers (ITG) for Tomball Regional Hospital. On July 22, 2015, the board (prior to Mr Ross' appointment) approved 6 -3 "to let Tom Jackson at Tomball Reginal Hospital know the board members have voted not to participate in any future IGT's". The minutes do not reflect how each member voted. I believe this is not in the best interest of the City of Tomball; our hospital is an integral part of community and should be supported to the fullest. Our hospital provides not only healthcare to those that can afford it and those that cannot, it provides jobs for our community. They have partnered with Lone Star College – Tomball for a nursing program and the list goes on. The sale of our hospital provided \$90,000,000 to be used in our community. The intent seemed to be to maintain viable, financially healthy service providers for us into the future.

As Mayor, I wish to recommend the reappointment of Ralph Foxworthy and Steven Vaughan to their respective positions and the appointment of Will Benson, Jr. to Position 5 on the Tomball Regional Health Foundation. As you can see from their applications, all are extremely qualified.

Also attached are the Foundation's Annual Report you all received via e-mail (in lieu of public presentation), Graph showing the declining trend of IGT money to the hospital (titled Updated UPL Funding), list of communities outside Tomball that have assisted with needed IGT funds, Indigent Care agreement signed the Foundation Board and Tomball Texas Hospital President, Foundation bylaws, applications and the Foundation's request to reappoint current members.

Origination:

Mayor Fagan

Recommendation:

N/A

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

Doris Speer, City Secretary

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

ATTACHMENTS:

Hospital Foundation 2016 Annual Report

IGT Partners

Ralph Foxworthy Comments to TRHF Board 8-24-2016

TRHF Foundation July 22, 2015 Minutes

Indigent Care Affiliation Agmt - Tomball Hospital Authority and Tomball Texas Hospital Co. dba Tomball Regional Medical Center

Updated UPL Funding 9-12-16

THA Bylaws September 2013 Revised

Ralph Foxworthy - Application

Steven L. Vaughan - Application

Will Benson Jr. - Application

Ellen Stutts - Application

Cary Rasberry - Application

TRHF Letter of Support for Reappointments

Tomball Hospital Authority d/b/a
Tomball Regional Health Foundation
Annual Report
FY 2016

Introduction

This Annual Report of Tomball Hospital Authority d/b/a Tomball Regional Health Foundation provides an overview of the Authority's Financial and Project activities for the year ending June 30, 2016. During the fiscal year ending June 30, 2012, the Authority ceased operating a hospital or providing direct healthcare to residents within our community. The Authority's sole source of revenue is investment income from the Authority's investment portfolio resulting from the sale of the previously operated hospital. Its Mission Statement is "To promote wellness and improve health status for all residents in our communities through programs that enhance access to healthcare, preventative care and health education." We desire to create a partnership with our community and local organizations that serve healthcare and healthcare related educational needs. That desire is accomplished by funding various projects within our community that fit our mission and values.

Tomball Hospital Authority is a separate and distinct Governmental entity, a political subdivision of the State of Texas, organized under Chapter 262 of the Texas Health and Safety Code. The Authority is not a 501c3. Although not a "charity", the Authority strives to meet the same standards as set forth by the BBB Wise Giving Alliance and their accreditation standards. Of their 20 published standards, 5 of those standards address fundraising which the Authority does not do. Of the remaining 15 accreditation standards, we are in compliance with 14 of those standards. The only standard we are out of compliance with is the standard that we spend at least 65% of our total expense on projects. In FY2015, project expense was 73% of our total expenses. In FY2016, project expense was 50.5% of our total expenses primarily due to market performance of our portfolio as outlined further in this report. These Accreditation Standards can be found at <http://www.give.org/for-charities/How-We-Accredit-Charities/>

As stated above, revenue for the Authority is solely dependent upon investment performance. Expenses are in two distinct areas, Operational Expense and Project Expense.

Financial Highlights

Cash and long-term investments decreased in FY2016 by \$2,177,724 or 2.4%. The overall decrease in cash and investments was primarily the result of project funding and operational expenses exceeding the performance of the investment portfolio. In August of 2015, the Board approved an annual spend rate of 4% based on the rolling average of 12 quarters of quarterly market value of the investment portfolio value determined to be at that time \$82,850,824 or \$3,314,033. The Board authorized quarterly withdrawals from the investment portfolio in the amount of \$828,508 to support operations and projects. The first withdrawal was in October of 2015. Market conditions were not favorable for the withdrawal in January. The next withdrawal of \$828,508 was in May of 2016.

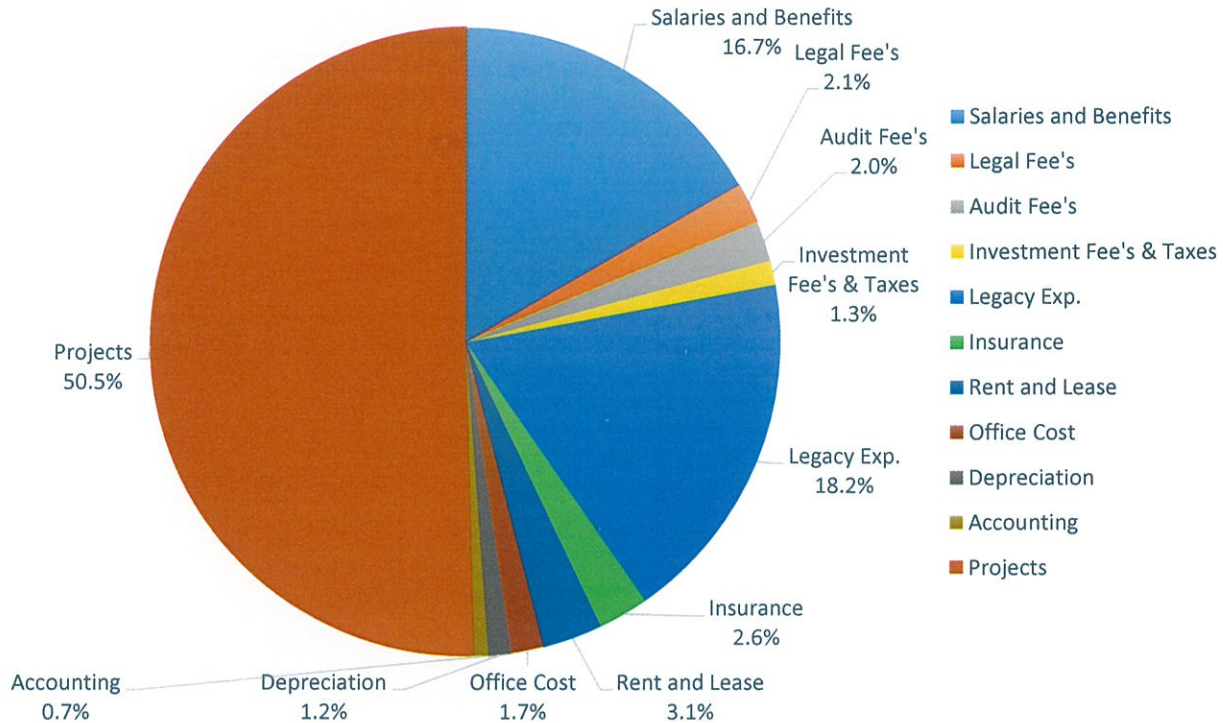
Total Assets decreased by \$2,054,619 or 2.29%.

FY 2012	\$ 93,909,070.00
FY 2013	\$ 85,162,760.00
FY 2014	\$ 90,917,389.00
FY 2015	\$ 89,668,870.00
FY 2016 prelim	\$ 87,614,251.00

Operational Expenses decreased \$12,752 or 2.0% from previous year.

FY 2012	\$ 4,091,987.00
FY 2013	\$ 2,486,305.00
FY 2014	\$ 930,014.00
FY 2015	\$ 625,080.00
FY 2016 prelim	\$ 612,328.00

Total Expense Overview FY 2016



Investment Portfolio Performance

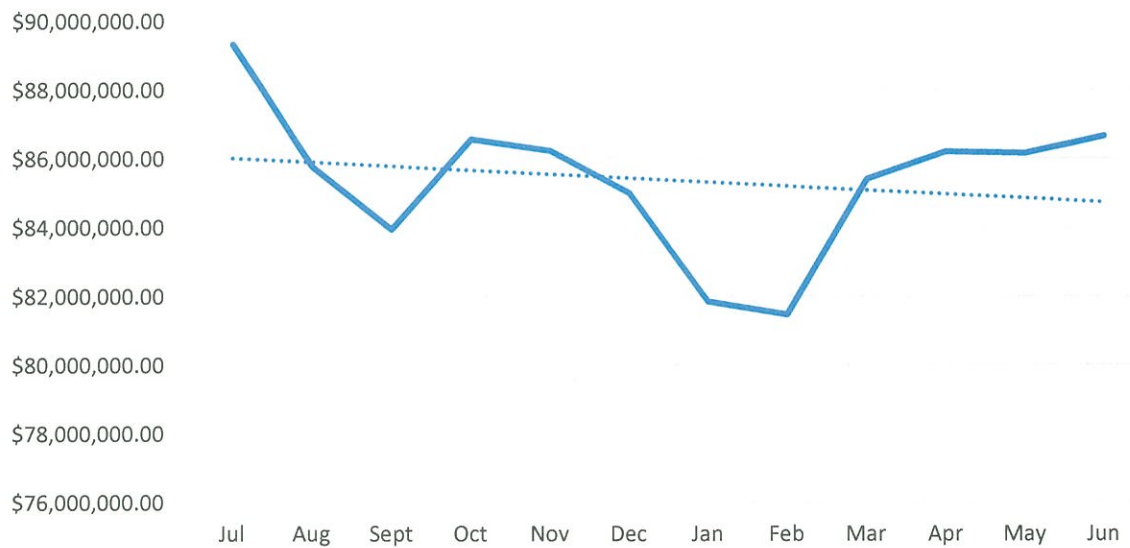
Investment performance for FY 2016 was challenged by economic factors in the market during the year. The portfolio saw a downturn beginning in August, 2015 that continued through February 2016. The market did show a favorable return beginning in March, 2016 that has almost returned the Authority back to previous year end considering that we have withdrawn \$1,657,016 from the portfolio to support operations and projects this year. Portfolio value for July, 2016 was \$89,097,664.44

In January 2016, we were notified by JP Morgan (our Custodian and Investment Manager for our portfolio) that they were terminating our custody agreement. It was a business decision on their part to get out of the custody business. Many of their clients were impacted. The Audit, Finance, and Investment Committee underwent a search for a new custodian to replace JP Morgan. In March, 2016 the Committee selected Wells Fargo Private Bank as our new Custodian and Investment Manager. All funds were transferred from JP Morgan to Wells Fargo Private Bank. That process was completed in April 2016.

Portfolio Value by Month FY 2016

Jul	\$	89,335,598.93
Aug	\$	85,778,933.93
Sept	\$	83,942,927.97
Oct	\$	86,571,273.08
Nov	\$	86,233,221.89
Dec	\$	85,000,734.13
Jan	\$	81,852,833.36
Feb	\$	81,469,006.28
Mar	\$	85,403,528.98
Apr	\$	86,198,694.14
May	\$	86,156,331.38
Jun	\$	86,653,462.57

Investments FY 2016



Project Expense

Total Project Expense for FY2016 was \$818,304. This was a reduction from previous year due to midyear Portfolio performance as indicated above. We placed a temporary hold on new projects mid-year in order to maintain our cash position and protect the principal of the portfolio. That temporary hold has been lifted and we are actively seeking out new projects to fund.

Since 2012, the Authority has funded and budgeted over \$9,850,000 in Project Expense including the following:

Uncompensated Care:

	IGT
February, 2012	\$ 937,500.00
October, 2012	\$ 1,792,324.49
May, 2013	\$ 1,853,668.71
July, 2013	\$ 646,331.30
Dec, 2014	\$ 700,000.00
June, 2015	\$ 500,000.00
Total	\$ 6,429,824.50

1115 Waiver:

April, 2013	\$ 67,651.00
Budgeted FY 1015	\$ -
Total	\$ 67,651.00

TOMAGWA Dental Program

Start-up cost	\$ 150,000.00
Program cost for 18 months	\$ 324,000.00
Budgeted FY 2015	\$ 562,869.00
Additional Capital Equipment	\$ 33,979.00
Salary Start Up	\$ 50,000.00
Budgeted FY 2016	\$ 562,869.00
Medical Clinic (Friday restart)	\$ 112,821.00
Grant Writer(not spent)	\$ 60,000.00
Total	\$ 1,856,538.00

City of Tomball Traffic System

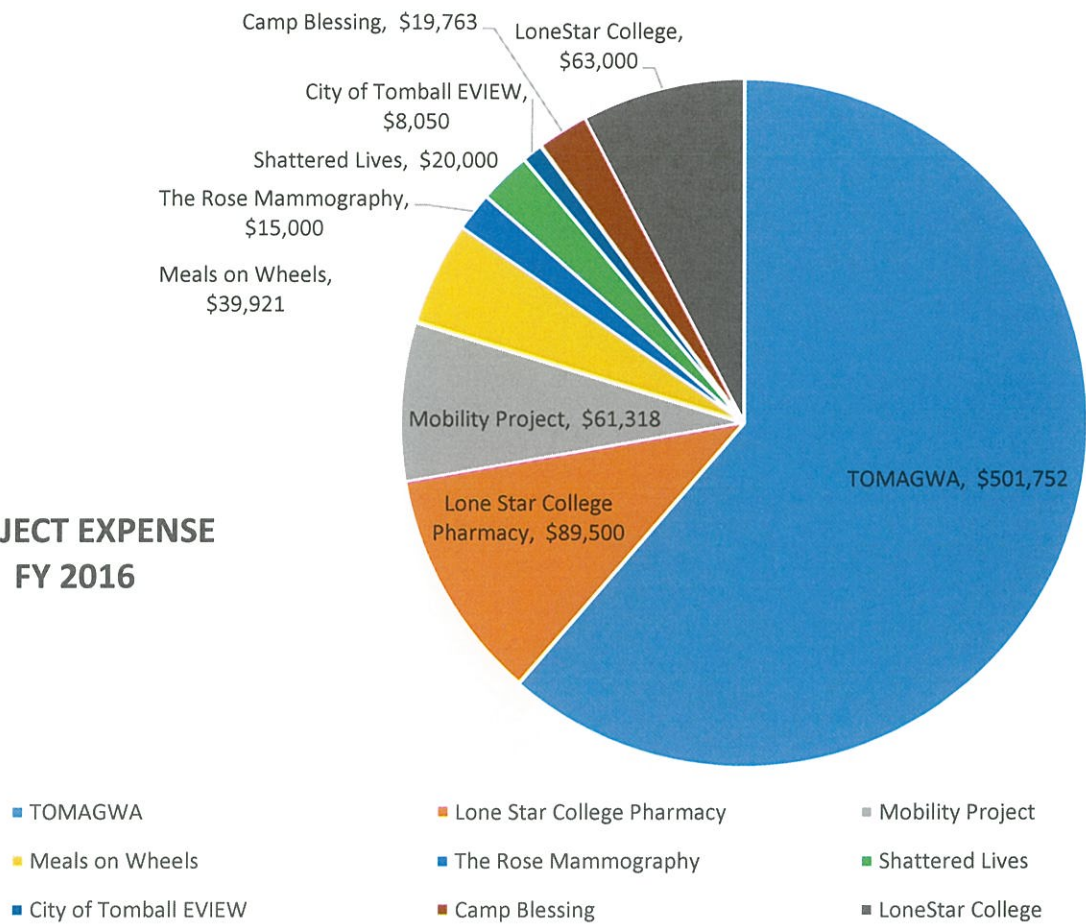
Grant to City	Total	\$ 328,000.00
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Tomball College

Equipment	\$ 64,188.00
Nursing instructor (5 years)	\$ 315,000.00
Nursing Endowment	\$ 75,000.00

	Pharmacy Program	\$ 95,900.00
	Total	\$ 550,088.00
Shattered Lives		
	Tomball High Schools	\$ 10,000.00
	FY 2015	\$ 10,000.00
	FY 2016	\$ 20,000.00
	Total	\$ 40,000.00
Magnolia School District	Total	\$ 500.00
Tomball Fire Department	Total	\$ 900.00
Camp Blessing	Total	\$ 54,778.00
Tomball ISD	Total	\$ 47,569.94
Tomball Pregnancy Center	Total	\$ 45,000.00
Joy Ride Center	Total	\$ 15,000.00
American Heart Association CPR in Schools	Total	\$ 89,906.00
ESD8 Northwest EMS Transportation Program	Total	\$ 211,130.00
Meals on Wheels	Total	\$ 100,000.00
The Rose (Mammography)	Total	\$ 15,000.00
	Total Funded and Budgeted	\$ 9,851,885.44

**PROJECT EXPENSE
FY 2016**



The above graph demonstrates actual funding spent for Projects during Fiscal Year 2016.

Budgeted committed project expenses for Calendar Year 2016 for Projects is as follows:

TOMAGWA Dental	\$593,644
TOMAGWA Medical	\$120,000
Mobility Project	\$104,000
Meals on Wheels	\$100,000
LSC Nursing Instructor	\$63,000
City Of Tomball EVIEW	\$25,000
Shattered Lives	\$20,000
Camp Blessing	\$19,763
The Rose Mammography	\$15,000
Joy Ride	\$6,889
Tomball PD Heat Cards	\$1,241

There is approximately \$1,395,847 remaining in uncommitted project budget expense for this Calendar Year.

Community Impact Summary

Because of funding provided by the Authority:

25,239 students received CPR training this year in the Tomball, Klein, Magnolia, CyFair and Waller schools

Women in our service area with no resources can get a free mammogram

Disabled kids can go to Camp Blessing and receive therapy at Joy Ride

There is no waiting list in the Magnolia area for meals brought to their home

People without any other resource have access to excellent dental care at TOMAGWA

Medical services at TOMAGWA have been expanded

4 High Schools in our area received education on the impact of driving while intoxicated

An additional nursing instructor for the Nursing program at Lone Star College Tomball helped them achieve one of the highest pass rates on the Board of Nurse Examiners testing in the State

There is now a wheelchair transportation program for disabled people to get them to the doctor or other medically related appointments

The City of Tomball's Traffic Pre-emption system is being maintained allowing Fire and EMS to reduce response times and make it safer for everyone

The Lone Star College Tomball's Pharmacy Program has state of the art equipment for training

Tomball ISD now has new audiology equipment and a life was saved utilizing an Automatic External Defibrillator provided by the Authority

Tomball Regional Health Foundation continues to be a leader in our community, making a difference in people's lives every day.

Govt Entity
Tomball Hospital Authority
Lavaca Medical Center (hospital district)
Refugio County Memorial Hospital District
Cuero Community Hospital
Ector County Hospital District
Goodall-Witcher Hospital Authority
Hamilton County Hospital District
Coryell County Memorial Hospital Authority dba Coryell Memorial Hospital
Harris County Hospital District
Brazos County Treasurer

thoughts from
Ralph Foxworthy

Mission / Vision

- Why don't we have our Vision posted in the board room for everyone to see?
- We have funded a variety of programs across many types of organizations. What is our Funding (Strategic) Vision:
- To date we have funded:
 - Dental Services
 - EMS Traffic Control
 - Women's Health
 - Nursing Education
- Our vision does not tell us how we are going to make a difference in the community served
- We seem to be very reactive waiting on groups to come to us. We have a lot of money, we need to be proactive and aggressive in setting a key goal that makes a major impact to the community (even while protecting the original investment)

Mission / Vision

- We do not spend time talking about the things that plague our service area, for example:

Major Health Issues in Texas

- | | |
|-------------------------|------------------|
| • Hunger | • Immunizations |
| • Teen Pregnancy | • Obesity |
| • Drug Use & Prevention | • Transportation |
| • Mental Health | • Memory Care |
| • Aging | |

Structure / Committee(s)

- What is the role of the Finance Committee?
 - We spend the vast majority of our time together going over finances
 - I don't need to approve legal bills
 - I want to review investments quarterly with Wells Fargo.
 - I want to see the pipeline for activities as well as the accomplishments achieved
- Propose adding new committee – Planning & Evaluation - Headed by Jim Ross
 - Includes Strategic Planning and Organization
 - Employee Evaluation and Compensation
 - Program Analysis and Impact
 - One year review of each funded program including:
 - What Worked,
 - What Did not
 - Lessons Learned

Structure / Committee(s)

- Suggestion to the Nominating committee - All committees (including the Executive Committee) rotate 50% of personnel on a bi-annual basis and the Chair rotates bi-annually. This is good governance, promotes education and is best-in-class board practices.

Chief Executive Officer

- We have a full time paid financial advisory group – we don't need an Investment Officer
 - Every financial advisor tells you not to react to the market on a daily basis, to review the portfolio on a quarterly / biannual basis, and take action; we currently review quarterly
- Roles of a CEO
 - Provide governance leadership and strategic fund support
 - Acting as an ambassador for the organization; actively representing us in the community (not sitting in an office)
 - Developing and managing relationships and communicating with partners, and other stakeholders
 - Research and provide the board with opportunities to make a difference to the community
 - As a board member, presenting annual budget, audit reports, and material business decisions; being informed of, and meeting all, legal and fiduciary responsibilities
 - Reviewing outcomes and metrics created for evaluating its impact, and regularly measuring its performance and effectiveness using those metrics
 - Keep mission and vision up to date

Chief Administrative Officer

- Monthly Press Releases
 - Publications – own it, get our name in front of the service area, not let it happen to us
 - Keep Web site current
 - Promotional activities
 - Attendance, how TRHF was promoted
 - Relationship building (organizations contacted)
- **Administration**
 - Timely website updates
 - Track of budget on monthly basis
 - Maintain all policies and strategies Monthly Grant applications reviewed/filled
 - Preparation of Monthly Packets for Board Meeting
 - Provide reports from personal visits with current grantees assuring funds are properly utilized (Visit & Audit)

Website

- We approved monies to update our web software
 - What is included in the update?
 - We need a complete redesign
 - Inconsistent flow and layouts
- Monthly Web site review and updates
 - Do we have the skillset in-house to achieve
 - Promotion of all aspects of engagement
 - Links to solutions and information about Tomball Health Problems
 - Conform to Charity best practices
 - Give.Org or Charity Navigator rate charities and I can't find TRHF listed on either.

Examples



Collaboration

- Looking for collaboration with other groups in the area. The largest of these seems to be Episcopal Health Foundation
 - Many seem to have good resources
 - Many seem to want to partnership
- Are we promoting that we have office space available for non-profits to come take advantage of?

**Tomball Hospital Authority
Board of Directors
July 22, 2015**

Present: Jack Smith, Chairman
Danny Marburger, VP
Ellen Stutts, Secretary
Jerry Till, Treasurer
Vicki Clark
Tom Kikis
Latrell Shannon
Ralph Foxworthy
Rick Pritchett

Absent: Bill Hogue
Steve Vaughan

Also Present: Marilyn Kinyo (Chief Administrative Officer)
Lynn LeBouef (CEO)
Vincent Norris (Myrtle Cruz)
Robert Spurck (Reed, Claymon, Meeker & Hargett)
George Shackelford (Tomball City Manager)
Bruce Hillegeist (President Tomball Chamber of Commerce)

Tomball Hospital Authority Board Meeting

Call to Order

Jack Smith, Chairman of the Board, called the meeting to order at 4:02P.M. CST on Wednesday, July 22, 2015.

1. Approval of minutes from previous meeting.
 - a) A motion was made by Rick Pritchett and seconded by Danny Marburger to approve the meeting minutes from the June 24, 2015. The motion was unanimously passed.
2. Community Input – No Speakers this month.
3. JP Morgan Q2 Presentation - Lauren Brants and David Brown came to speak with the board about our Q2 results. Recent performance trends in many asset markets reversed in the second quarter of 2015 as market volatility rose and the yield curve steepened. This was driven by mixed economic reports globally, uncertainty about Federal Reserve (Fed) rate increases, a strong US dollar, Greece again roiling the euro area as well as the sharp rise and subsequent fall in the Chinese equity market. The Tomball Hospital portfolio outperformed its custom benchmark net of fees during the second quarter. The key drivers of the positive relative performance were the outperformance by the US and Developed International equity strategies which was partially offset by the modest underperformance of the fixed income and real return strategies. For the fiscal year ended June 30th 2015, the portfolio returned 2.26% versus the custom benchmark return of 1.75%. Since inception, the portfolio is up 7.49% net of fees, ahead of its custom benchmark which has returned 6.74%. We expect monetary policy regimes

to continue to diverge across developed markets, with higher policy rates expected in the U.S. this year and central banks elsewhere likely to keep easing measures in place. We remain cautious on emerging markets as lackluster fundamentals and slowing growth swamp the effects of aggressive monetary policy. Overall this environment should be supportive for risk assets, with bond yields expected to rise as they reflect better growth prospects. A typical perpetual asset pool requires annual returns greater than the sum of inflation, distribution and expenses in order to achieve and preserve intergenerational equity. In light of lowered forward looking long-term (10-15 year) capital market return assumptions which could prove challenging to annual investment returns, organizations are prudent to remain disciplined with spending policies.

- a) Review and approve the Q2 presentation. A motion was made by Tom Kikis and was seconded by Vicki Clark to approve the Q2 JP Morgan report. The motion was unanimously passed.
 - b) The changes to the Investment Policy were reviewed by the board. A motion was made by Vicki Clark and was seconded by Tom Kikis to approve the changes as presented. The motion was unanimously passed.
4. Lone Star College Update on Nursing program and the new Pharmacy Tech program by Cathy Gray (Nursing Programs), Diana Broome (Pharmacy Technology), Dr. Cynthia Casparis (Dean) and Dr. Quentin Wright (Vice President of Instruction). The ACPE accreditation for the Pharmacy Tech program was approved on July 8th. They will be ordering the equipment soon and hope to be offering classes by January. As far as the nursing program goes the state has raised the passing rate for the nursing classes. So now they have a retention specialist who works will work with the students that are not doing well. There is a 30% rate of students that are on the lower end of the passing spectrum. And there is now an 80% rate of improvement. Even with the new standards there is an 88% passing rate. This total may increase because there are 7 students that haven't taken the final exam. The nursing program graduates have an 80% employment rate. There is a formal program with TRH to hire new graduates. Of the eight that graduated this year 6 have been hired.
5. Financials
 - a) An update on the financials was given by Vincent Norris for June 2015. He reviewed the balance sheet - cash total \$804,706.42, investments were down \$88,698,821.28, with a total for the month of \$89,503,527.70 for June 2015. Total liabilities and equities for the month were \$89,664,117.12. Vincent went on to review the P&L statement. Total income of \$1,865,042.80, total expenses of \$622,058.29 and net ordinary income of \$1,242,984.51, net income was a loss of \$1,068,439.41. Marilyn Kinyo presented and reviewed the cash report which had no major changes or expenses. On the P&L Budget performance report there was no significant change. The investments for June 2015 did not do well this month. The investment saw a loss of \$1,349,288.83. They closed out at \$88,698,798.18. Our book value went up \$265,153.86.
 - b) Legal Bills – A motion was made to approve the outstanding legal bill to Reed, Claymon, Meeker and Hargett in the amount of \$3,224.00 for June and July 2015 invoices by Jerry Till and was seconded by Vicki Clark. The motion was unanimously passed.
6. Consider and take action on funding the 1115 waiver. There is no update this month.
7. A brief update on the TOMAGWA dental clinic was handed out to the board for June 2015 as well as the Q3 report. They budgeted to see 333 patients in the month of June and actually saw 349. The Q3 report was presented as follows:

Patient Visits

April	352
May	233
June	349
Total Visits	934

In accordance with the contract we only pay for the first 1000. So for Q4 they will receive \$42,030.00 for patient visits.

Salaries and Benefits

April	\$26,872.74
May	\$24,255.69
June	\$27,048.78
* Malpractice insurance reimbursement	\$ 1,127.20

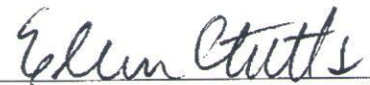
Total Salaries & Benefits \$79,304.41

A motion was made to approve the Q3 payment to TOMAGWA in the amount of \$121,334.41 by Jerry Till and was seconded by Ellen Stutts. The motion was unanimously passed.

8. The Board then reviewed the BKD 2015 Audit Engagement letter. A motion to approve the 2015 engagement letter was made by Tom Kikis and was seconded by Ellen Stutts. The motion was unanimously passed.
9. Tomball Pregnancy Center original grant was for \$10,000 for a new copier fax machine and they were able to purchase one for \$3721.00 and a 2 year service contract at \$1200 making the total \$4921.00 Tomball Pregnancy Center would like to use the remaining \$5079.00 for the following: a.) They would like to use \$2079 for a new phone system. b.) They have an unusual request for the remaining \$3000. They have young married couples that are clients. She is pregnant again for the 2nd time and already has an 18 month old. She is studying to become a sonographer at Lone Star College System. He is working. Their plan is that when she finishes and begins working, he will go to school. I am an educator at heart and would like to pay for her tuition and books (paid directly to Lone Star College System) for as long as she remains in good standing with the program. (LSC requires a 2.0). I believe this opportunity would support this wonderful young couple's efforts to break the cycle of poverty they are living under. The board briefly discussed this request. Vicki Clark is on their board and she would like to speak with their board and come back to the Authority board next month with a revised request. The board tabled this request until the August Board meeting.
10. FEMA – No update to report.
11. The board came out of Executive Session at 6:03pm. A motion was made by Ellen Stutts and was seconded by Vicki Clark to let Tom Jackson at Tomball Regional Hospital know that the board members have voted not to participate in any further IGT's. The vote was 6 -3. Motion carried.

Adjournment

There being no further business, the meeting was adjourned at approximately 6:15P.M. CST.



Ellen Stutts, Secretary

**INDIGENT CARE AFFILIATION AGREEMENT BETWEEN TOMBALL HOSPITAL AUTHORITY AND
TOMBALL TEXAS HOSPITAL COMPANY D/B/A TOMBALL REGIONAL MEDICAL CENTER**

This Indigent Care Affiliation Agreement (the Agreement) is entered into as of the 29th day of September, 2011 (Effective Date), by and between by and between Tomball Hospital Authority (the Authority) and Tomball Texas Hospital Company, LLC d/b/a Tomball Regional Medical Center, a Delaware limited liability company (the Hospital).

RECITALS:

WHEREAS, the Hospital and the Authority intend that, on or about October 1, 2011, the Hospital will purchase from the Authority the Tomball Regional Medical Center (the Facility);

WHEREAS, after the sale, the Hospital will provide, as the Authority has historically provided, a significant amount of uncompensated care to the Indigent in the Tomball community;

WHEREAS, reductions in reimbursement under the Medicaid program and the growing uninsured population have created a gap between the costs hospitals incur for treating Medicaid patients and the Indigent and the reimbursement the hospitals actually receive;

WHEREAS, the Authority and the Hospital recognize that the state will continue to under-fund the Texas Medicaid Program, that the Indigent numbers in the Tomball community will continue to grow, and that the burden of providing health care to the Indigent will continue to shift to the Hospital, the Authority, and the local community;

WHEREAS, the Hospital and the Authority desire to collaborate to ensure that the Indigent have access to and receive quality health care services; and

WHEREAS, the Authority and the Hospital recognize that it is in their mutual best interest to increase Medicaid funding for the Medicaid population of the Authority and to access local and federal funding to which the Hospital is currently entitled under Medicaid supplemental payment principles pursuant to Medicaid State Plan Amendment TX-05-011 or under the pending Section 1115 Demonstration waiver proposal for the Texas Healthcare Transformation and Quality Improvement Program (the Waiver Program) submitted by the Texas Health and Human Services Commission to the Centers for Medicare and Medicaid Services (CMS);

NOW, THEREFORE, in consideration of the promises and covenants contained in this Agreement, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged and agreed, the parties agree as follows:

**ARTICLE I
DEFINITIONS**

- 1.1 Health Care Services means those services necessary to enhance the delivery of health care to the Indigent, as defined in Section 1.2 of this Agreement.

- 1.2 **Indigent** means any person eligible to participate in a state Medicaid program, a county program adopted under the Indigent Health Care and Treatment Act, as defined by the eligibility criteria described in Chapter 61 of the Texas Health and Safety Code, or a hospital charity care program.
- 1.3 **Medicaid Supplemental Payment Program** means a program established pursuant to this Agreement, in accordance with Medicaid State Plan Amendment TX-05-011, as codified by Title 1, Section 355.8070 of the Texas Administrative Code, or the Waiver Program, under which the Authority transfers Public Funds via intergovernmental transfer (IGT) to the HHSC to generate the non-federal share of Medicaid Supplemental Payments, and the Hospital receives from the HHSC Medicaid Supplemental Payments.
- 1.4 **Medicaid Supplemental Payments** means any Medicaid payments received by the Hospital in accordance with Medicaid State Plan Amendment TX-05-011, as implemented by Title 1, Section 355.8070 of the Texas Administrative Code, or received by the Hospital in accordance with the Waiver Program.
- 1.5 **Public Funds** means public revenue, generated by the Authority, which the Authority agrees to transfer in part to the HHSC via IGT to serve as the non-federal share of Medicaid Supplemental Payments.

ARTICLE II REPRESENTATIONS AND WARRANTIES

- 2.1 **Hospital Representations and Warranties.** The Hospital represents and warrants that:
- a. It is a Delaware limited liability company duly established and created pursuant to applicable law with all requisite power and authority to enter into this Agreement in all respects;
 - b. The execution, delivery, and performance by the Hospital of this Agreement are within the Hospital's powers, and are not in contravention of any other instruments governing the Hospital and have been duly authorized and approved by the Hospital to the extent required by applicable law;
 - c. Neither the Hospital, nor any of its representatives are (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs as defined in 42 U.S.C. § 1320a-7b(f) (the Federal health care programs); (ii) convicted of a criminal offense related to the provision of health care items or services but not yet excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; or (iii) under investigation or otherwise aware of any circumstances which may result in the exclusion of the Hospital, or any of its representatives from participation in Federal health care programs;

- d. This Agreement has been duly and validly executed and delivered by the Hospital and constitutes the valid, legal, and binding obligation of the Hospital, enforceable against the Hospital in accordance with its terms;
- e. No funds derived from any Medicaid Supplemental Payment received by the Hospital have been or will be returned or reimbursed to the Authority;
- f. No other funds have been used to reimburse the Authority in consideration of any Medicaid Supplemental Payments paid to the Hospital;
- g. The Hospital will not use any of the Medicaid Supplemental Payments to fund any contingent fee arrangement or agreement or to pay for third-party consultant or legal services;
- h. The Hospital has not entered and will not enter into any agreement with the Authority to condition either the amount of the Public Funds transferred to the HHSC via IGT by the Authority or the amount of Medicaid Supplemental Payments the Hospital receives on the amount of indigent care the Hospital has provided or will provide;
- i. The Hospital has not entered and will not enter into any agreement with the Authority to condition the amount of the Hospital's indigent care obligation on either the amount of Public Funds transferred by the Authority to the HHSC or the amount of Medicaid Supplemental Payments the Hospital may be eligible to receive;
- j. Neither the Hospital nor any other entity acting on behalf of the Hospital has made or agreed to make cash or in-kind transfers to the Authority other than transfers and transactions that:
 - (1) Are unrelated to the administration of the Medicaid Supplemental Payment Program and/or the delivery of indigent care services under this Agreement;
 - (2) Constitute fair market value for goods and/or services rendered or provided by the Authority to the Hospital; and
 - (3) Represent independent, bona fide transactions negotiated at arms-length and in the ordinary course of business between the Hospital and Authority; and
- k. Neither the Hospital nor any other entity acting on behalf of the Hospital has:
 - (1) Taken assignment or agreed to take an assignment of a contractual or statutory obligation of the Authority; or

- (2) Authorized or consented to the assumption of a statutory or contractual obligation of the Authority by the Hospital or any other entity acting on behalf of the Hospital.

2.2 Authority Representations and Warranties. The Authority represents and warrants that:

- a. It is a political subdivision of the State of Texas, duly established and created pursuant to the Texas Constitution, with all requisite power and authority to enter into this Agreement in all respects;
- b. The execution, delivery, and performance by the Authority of this Agreement are within the Authority's powers, are not in contravention of any other instruments governing the Authority and have been duly authorized and approved by the Authority Board as and to the extent required by applicable law;
- c. Neither the Authority, nor any of its representatives are (i) currently excluded, debarred, or otherwise ineligible to participate in the Federal health care programs; (ii) convicted of a criminal offense related to the provision of health care items or services but not yet excluded, debarred, or otherwise declared ineligible to participate in the Federal health care programs; or (iii) under investigation or otherwise aware of any circumstances which may result in the exclusion of the Authority, or any of its representatives, from participation in Federal health care programs;
- d. This Agreement has been duly and validly executed and delivered by the Authority and constitutes the valid, legal, and binding obligation of the Authority, enforceable against the Authority in accordance with its terms;
- e. The Authority is legally authorized to and does receive ad valorem taxes, generate public revenue, or receive and expend appropriated public funds and will fund its obligations hereunder with such tax revenues;
- f. The Authority has entered into this Agreement after a public meeting held in compliance with the Texas Open Meetings Act in Chapter 551 of the Texas Government Code at which a majority of the Authority Board voted to execute this Agreement;
- g. The Authority has transferred or has agreed to transfer Public Funds to the HHSC via IGT for use as the non-federal share of Medicaid Supplemental Payments to the Hospital in accordance with Section (t) of Attachment 4.19-A and Section (8) of Attachment 4.19-B of the Texas Medicaid State Plan or the Waiver Program;
- h. All transfers of Public Funds by the Authority to HHSC to support the Medicaid Supplemental Payments to the Hospital under the Medicaid Supplemental Payment Program comply with:

- (1) The applicable regulations that govern provider-related donations codified at section 1903(w) of the Social Security Act (42 U.S.C. § 1396b(w)), and Title 42, Code of Federal Regulations, Part 433, subpart B, sections 433.52 and 433.54;
 - (2) The conditions approved by the federal Centers for Medicare and Medicaid Services for governmental entities' and private hospitals' participation in the Medicaid Supplemental Payment Program; and
 - (3) HHSC administrative rules codified at Title 1, Texas Administrative Code, chapter 355, Subchapter J, Division 4, section 355.8070 or such regulations as shall be established by HHSC pursuant to the Waiver Program;
- i. The Authority does not and will not at any time receive any part of the Medicaid Supplemental Payments that are made by HHSC to the Hospital under the Medicaid Supplemental Payment Program;
 - j. The Authority has not entered into a contingent fee arrangement related to the Authority's participation in the Medicaid Supplemental Payment Program;
 - k. The Authority has not entered and will not enter into any agreement to condition either the amount of the Public Funds transferred by the Authority or the amount of the Medicaid Supplemental Payments the Hospital receives on the amount of indigent care the Hospital has provided or will provide;
 - l. The Authority has not entered and will not enter into any agreement to condition the amount of the Hospital's indigent care obligation on either the amount of Public Funds transferred by the Authority to HHSC or the amount of Medicaid Supplemental Payments the Hospital may be eligible to receive;
 - m. With regard to any escrow, trust or other financial mechanism (an Account) utilized in connection with this Agreement or an IGT issued for a payment period that occurs after the Effective Date of this Agreement, the following representations are true and correct:
 - (1) The amount of any Account is not conditioned or contingent on the amount of indigent care services that the Hospital provided or will provide;
 - (2) The Authority has disclosed the existence of any Account to HHSC; and
 - (3) Any such Account will not be used to effect a *quid pro quo* for the provision of indigent care services by or on behalf of the Hospital;
 - n. The Authority has not received and will not receive refunds of payment the Authority made or makes to the Hospital for any purpose in consideration for an

IGT of Public Funds by the Authority to HHSC to support the Medicaid Supplemental Payments;

- o. The Authority has not received and will not receive any cash or in-kind transfers from the Hospital or any other entity acting on behalf of the Hospital other than transfers and transactions that:
 - (1) Following the date this Agreement is executed, are unrelated to the administration of the Medicaid Supplemental Payment Program or the delivery of indigent care services under this Agreement;
 - (2) Constitute fair market value for goods or services rendered or provided by the Authority to the Hospital; and
 - (3) Represent independent, bona fide transactions negotiated at arms-length and in the ordinary course of business between the Hospital and the Authority; and
- p. The Authority has not:
 - (1) Assigned or agreed to assign a contractual or statutory obligation of the Authority to the Hospital or any other entity acting on behalf of the Hospital; or
 - (2) Authorized or consented to the assumption of a statutory or contractual obligation of the Authority by the Hospital or any other entity acting on behalf of the Hospital.

ARTICLE III OBLIGATIONS OF THE HOSPITAL

- 3.1 Agreement to Cooperate. The Hospital agrees to work cooperatively with the Authority to improve access, availability, efficiency, delivery, and funding for Health Care Services provided to the Indigent.
- 3.2 Provision of Care. The Hospital agrees to provide Health Care Services and meet all requirements for treating the Indigent.
- 3.3 Books and Records. At all times during the term of this Agreement, the Hospital shall maintain accurate books and records of accounts as are necessary to permit verification of compliance with its obligations under Section 3.2 hereof. Notwithstanding any provision in this Agreement to the contrary, the obligation to maintain accurate books and records shall survive any termination of this Agreement for four (4) years from the date of termination.
- 3.4 Reports to the Authority Board. The Hospital will provide quarterly reports to the Authority Board regarding the amounts and types of health care the Hospital has

provided to the Indigent. The Hospital shall provide such reports to the Authority Board within ninety (90) days after the end of each such period.

ARTICLE IV OBLIGATIONS OF THE AUTHORITY

- 4.1 Agreement to Cooperate with the Hospital. The Authority agrees to work cooperatively with the Hospital to improve access, availability, efficiency, delivery, and funding for Health Care Services.
- 4.2 Medicaid Supplemental Medicaid Program Funding. The Authority agrees to consider supporting the Hospital's efforts to provide the Health Care Services by transferring to HHSC via IGT Public Funds for the non-federal share of the Medicaid Supplemental Payments.

ARTICLE V CONDITIONS ON OBLIGATIONS

The obligations of the parties hereunder are conditioned about the successful purchase of the Facility by the Hospital.

ARTICLE VI MISCELLANEOUS

- 6.1 Term and Termination. The term of this Agreement shall be one year from the Effective Date and shall automatically continue thereafter for additional terms of one year each, unless terminated in accordance with this Section 6.1. Either party may terminate this Agreement with ninety (90) days advance written notice of termination. If the Hospital does not purchase the Facility within ninety (90) days of the Effective Date, this Agreement shall terminate automatically.
- 6.2 Compliance with HIPAA. To the extent applicable to this Agreement, the Hospital and the Authority agree to comply with the Health Insurance Portability and Accountability Act of 1996, as codified at 42 U.S.C. Section 1320d, *et seq.* (HIPAA) and any current and future regulations promulgated thereunder, including, without limitation, the federal privacy regulations contained in 45 C.F.R. Parts 160 and 164 (the Federal Privacy Regulations), the federal security standards contained in 45 C.F.R. Parts 160, 162 and 164 (the Federal Security Regulations), and the federal standards for electronic transactions contained in 45 C.F.R. Parts 160 and 162 (the Federal Electronic Transaction Regulations), all as amended from time to time and, all collectively referred to herein as HIPAA Requirements. The Hospital and the Authority agree not to use or further disclose any Protected Health Information (as defined in the Federal Privacy Regulations) or EPHI (as defined in the Federal Security Regulations), other than as permitted by the HIPAA Requirements and the terms of this Agreement. In addition, the Hospital and the Authority agree to comply with any state laws and regulations that govern or pertain to the confidentiality, privacy, security of, and electronic transactions pertaining to, health care information.

6.3 Access to Records. As and to the extent required by law, upon the written request of the Secretary of Health and Human Services, the Comptroller General or any of their duly authorized representatives, the Hospital or the Authority shall make available those contracts, books, documents and records necessary to verify the nature and extent of the costs of providing services under this Agreement. Such inspection shall be available for up to four (4) years after the rendering of such services. If the Hospital or the Authority carries out any of the duties of this Agreement through a subcontract with a value of \$10,000.00 or more over a twelve (12) month period with a related individual or organization, the Hospital or the Authority agrees to include this requirement in any such subcontract. This Section is included pursuant to and is governed by the requirements of 42 U.S.C. § 1395x(v)(1) and the regulations thereto.

6.4 Notices. All notices required or permitted hereunder shall be in writing and shall be sufficiently given and deemed to have been received upon personal delivery, by overnight carrier, or by United States mail, postage prepaid, registered or certified mail, addressed to the parties as follows:

If to Authority:

Attn: _____

If to Hospital:

Tomball Regional Medical Center
605 Holderrieth Boulevard
Tomball, TX 77375-6490
Attn: Chief Executive Officer

With copies to:

Legal Department
4000 Meridian Boulevard
Franklin, Tennessee 37067
Attn: General Counsel

Eric J. Weatherford
Brown McCarroll, L.L.P.
2001 Ross Avenue, Suite 2000
Dallas, Texas 75201

6.5 Relationship between the Parties. The relationship between the Authority and the Hospital is solely a contractual relationship between independent contractors. Neither party hereto is an agent or employee of the other party.

6.7 Governing Law. This Agreement shall be governed by the laws of the State of Texas.

- 6.8 Venue. Venue for any action involving the Authority arising out of this Agreement shall exclusively lie in State District Court in Harris County, Texas.
- 6.9 Assignment. No party may assign any right, obligation, or responsibility under this Agreement.
- 6.10 No Third Party Beneficiary. The parties to this Agreement do not intend to establish any third party beneficiary relationships by virtue of this Agreement.
- 6.11 Entire Agreement. This Agreement represents the entire agreement and understanding of the Parties hereto with respect to the subject matter hereof, and all prior and concurrent agreements, understandings, representations and warranties with respect to such subject matter, whether written or oral, are and have been merged herein and superseded hereby.
- 6.12 Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement, binding on all of the parties hereto. A facsimile copy or scanned image of an executed, original counterpart shall be deemed for all purposes to be, and may be relied upon as, an original, in which case each party shall immediately provide fully executed originals to the others.

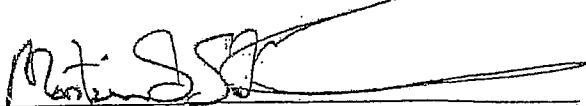
(Signature Page Follows)

IN WITNESS WHEREOF, the parties have executed this Indigent Care Affiliation Agreement as of the date and year set forth above.

TOMBALL HOSPITAL AUTHORITY

By: _____

TOMBALL TEXAS HOSPITAL COMPANY, LLC D/B/A
TOMBALL REGIONAL MEDICAL CENTER

By: 
Martin G. Schweinhart, President

IN WITNESS WHEREOF, the parties have executed this Indigent Care Affiliation Agreement as of the date and year set forth above.

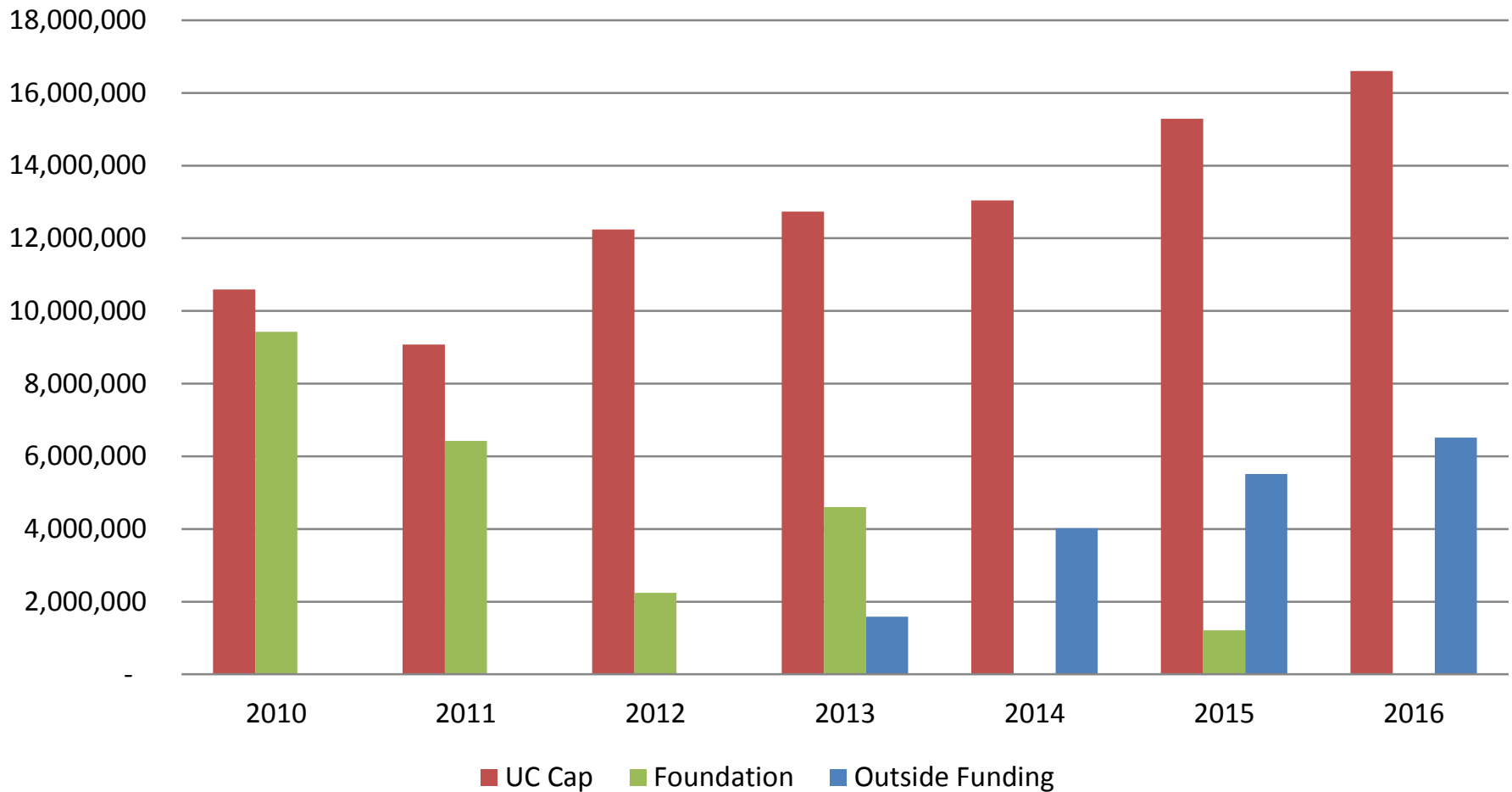
TOMBALL HOSPITAL AUTHORITY

By: Jack Smith
Jack Smith

**TOMBALL TEXAS HOSPITAL COMPANY, LLC D/B/A
TOMBALL REGIONAL MEDICAL CENTER**

By: _____
Martin G. Schweinhart, President

Trends of UPL Funding Vs Cost of Charity Care



BYLAWS OF TOMBALL HOSPITAL AUTHORITY

ARTICLE I. DEFINITIONS

- 1.1 Authority. The term "Authority" shall mean Tomball Hospital Authority, a Texas municipal hospital authority.
- 1.2 Board. The term "Board" shall mean the Board of Directors of the Authority.
- 1.3 Board Committee. The term "Board Committee" shall mean a body created by resolution of the Board whose members are elected by the Board from its own voting membership and which is authorized to exercise a designated portion of the authority of the Board when the Board is not in session.
- 1.4 Bylaws. The term "Bylaws" shall mean these Bylaws of Tomball Hospital Authority.
- 1.5 Chief Executive Officer. The term "Chief Executive Officer" or "CEO" shall mean the top administrative management officer of the Authority.
- 1.6 City Council. The term "City Council" shall mean the City Council of the City of Tomball, whose powers and responsibilities regarding the Authority shall be those of a "governing body" as delineated in the Texas Hospital Authority Act, including, without limitation, the power to appoint Board Members as more specifically provided in Section 5.2 of these Bylaws.
- 1.7 Conflict of Interest. The term "Conflict of Interest" shall mean a potential or actual conflict of interest occurring when commitments and obligations to the Hospital, to the Authority or to widely recognized professional norms are likely to be compromised by a person's other interests or commitments, especially economic, particularly if those interests or commitments are not disclosed.
- 1.8 Creating Ordinance. The term "Creating Ordinance" shall mean City Ordinance No. **9310**, which authorized the creation of Tomball Hospital Authority on July 30, 1973.
- 1.9 Director. The term "Director" shall mean a member of the Board of Directors of Tomball Hospital Authority. The terms "Director" and "Board Member" are synonymous.
- 1.10 State. The term "State" shall mean the State of Texas unless otherwise specifically indicated.
- 1.11 Name. The Authority shall also operate and do business under the name Tomball Regional Health Foundation.

ARTICLE II. STATUS AND PURPOSES

The Authority is a body politic and corporate. The purpose for which the Authority is organized is the transaction of any or all lawful business for which municipal hospital authorities may be created under the Hospital Authority Act of this State, which business is consistent with the Creating Ordinance.

ARTICLE III. POWERS

The Authority shall have and may exercise such powers in furtherance of its purposes as are now or may hereafter be granted by the Hospital Authority Act of this State or other statutes applicable thereto.

ARTICLE IV. OFFICES

The Authority shall have such offices within this State as the Board may from time to time determine.

ARTICLE V. BOARD

5.1 GENERAL POWERS.

5.1.0 Power to Act. The Board has the power to act on all recommendations made by committees established in accordance with these Bylaws, as well as recommendations from the management, employees and any other persons or entities that may bring matters to the Board's attention so long as such recommendations relate to the powers granted to the Authority in the Hospital Authority Act.

5.1.1 Business. The Board has the exclusive power to manage the business affairs of the Authority.

5.1.2 Financial. The Board has the exclusive power to determine the financial feasibility of Authority projects.

5.1.3 Delegation of Authority. The Board may delegate its powers to the officers of the Authority or to Board Committees, to the extent permitted by these Bylaws or by law.

5.2 MEMBERS OF THE BOARD.

5.2.0 Number, Appointment and Tenure. The total number constituting the members of the Board shall be eleven as determined by the City Council at the time of creating the Authority. Five (5) of the eleven (11) Board Members shall be appointed by City Council in accordance with the provisions set forth in these Bylaws and the Creating Ordinance. Six (6) of the eleven (11) Board Members shall be elected by

the Board in accordance with the provisions set forth in these Bylaws. Annually, during the month of August, the City Council and the Board shall select Board Members for terms commencing on the first day of September following such election and continuing for two years.

- 5.2.1 Staggered Terms. Board Members shall be divided into three groups to be designated Class A, Class B and Class C. Class A Board Members (5 members) shall be appointed by City Council according to provisions set forth in the Creating Ordinance. Class B and Class C Board Members (3 members each) shall be elected by the Board in alternating years.
- 5.2.2 Increase or Decrease in Number of Members of the Board. The total number of Board Members may be increased or decreased from time to time by the City Council as provided by law, but no decreases in numbers shall have the effect of shortening the term of any incumbent Director or of changing the constituent ratio that exists between the Board-appointed Directors and the City Council-appointed Directors.
- 5.2.3 Prohibited Board Members. No officer or employee of the City of Tomball shall be eligible for appointment or election as a Board Member.
- 5.2.4 Criteria for Selection of Board Members.
- (a) Board Members selected by the Tomball City Council shall be residents of the City of Tomball;
 - (b) Board Members elected by the Board shall be residents of the Authority's service area as defined by the Board from time to time; and
 - (c) Prospective Directors shall be interviewed to confirm their willingness and interest and qualifications (as determined by the Board) in serving on the Board.
- 5.3 REGULAR MEETINGS AND ANNUAL MEETING. Regular monthly meetings shall be held the fourth Wednesday of every month or as designated by the Chairman of the Board. The August meeting on the fourth Wednesday or as otherwise designated by the Chairman of the Board shall be the date of the annual meeting for the purpose of appointing Class B and Class C Board Members, as appropriate, and for electing officers. The August meeting shall be designated for the purpose of installing newly appointed Board Members, Board Committee Members, and for transacting other business as may come before the Board.
- 5.4 SPECIAL MEETINGS. Special meetings of the Board may be called by or at the direction of, the Chairman of the Board or a majority of the Board Members then in office, to be held at such date, hour and place as shall be designated in the notice of the meeting.
- 5.5 NOTICE. Notice of the date, hour, place and subject of any meeting of the Board shall be given in accordance with applicable statutory requirements including, without limitation,

the requirements of the Texas Open Meetings Act (GOV'T CODE ANN. §§ 551.001 *et seq.*).

- 5.6 QUORUM. As provided by law, a majority of the Board Members then in office shall constitute a quorum for the transaction of business at any meeting of the Board, but if less than a majority of the Board Members are present at such meetings, a majority of the Board Members present may adjourn the meeting.

5.7 MANNER OF ACTING.

- 5.7.0 Open Meetings of the Board. Except as otherwise provided in Section 5.7.2 of these Bylaws, every regular and special meeting of the Board shall be open to the public.

- 5.7.1 Closed Meetings of the Board. Closed meetings of the Board shall be held only for those purposes for which closed meetings are authorized by law and shall be conducted in accordance with applicable statutory requirements, including, without limitation, the requirements of the Texas Open Meetings Act. (TEX. GOV'T CODE ANN §§ 551.001 *et seq.*).

- 5.7.2 Formal Action of the Board. The act of a majority of the Board Members present at a meeting at which a quorum is present shall be the act of the Board.

- 5.7.3 Performance of Duties. The Directors are required to perform their duties in good faith and in the best interest of the community.

- 5.8 RESIGNATION AND REMOVAL. Any member or officer of the Board or a Board Committee may resign at any time by giving written notice to the Chairman or the Secretary of the Authority, and unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

- 5.8.0 Officers of the Board. Any officer of the Board may be removed by a majority vote of the Board Members whenever, in their judgment, the best interest of the Authority would be served thereby.

- 5.8.1 Board Committees. Any member of a Board Committee may be removed by the vote of a majority of the Directors whenever, in their judgment, the best interest of the Authority shall be served by such removal, unless prohibited by law. Any Board Committee member shall cease to be a member if he shall cease to be a Board Member.

5.9 VACANCIES.

- 5.9.0 Board Members. Any vacancy occurring in the Board shall be filled by the body appointing the Board Member whose seat is being vacated. The term of the new Board Member shall commence immediately and shall continue until the expiration of the term for which the Board Member was appointed to fill.

- 5.9.1 Officers of the Board. A vacancy in any office may be filled by the Board for the unexpired portion of the term.
- 5.9.2 Board Committees. Any vacancy occurring in a Board Committee or increase in number of members may be filled by a majority vote of Directors.
- 5.10 COMPENSATION. Directors shall not receive any salaries for their services, but, by resolution, the Board may receive reimbursement for actual expenses incurred in attending to their authorized duties.
- 5.11 PROCEDURE. The Chairman of the Board shall preside at all meetings of the Board. The latest edition of Robert's Rules of Order may be consulted to address procedural issues that are not addressed in these Bylaws.
- 5.12 ORIENTATION REQUIREMENTS. All new Directors shall participate in an orientation program designed and implemented by the Chief Executive Officer and previous or current Directors.

ARTICLE VI. BOARD COMMITTEES

- 6.1 STANDING BOARD COMMITTEES. Except as provided in Section 6.1.3, the Authority shall have the following standing Board Committees:
- 6.1.1 Executive Committee.
- (a) Composition and Election. The Executive Committee shall consist of four members: the Chairman, Vice-Chairman, Secretary and Treasurer. The Executive Committee will meet monthly prior to the regular Board meeting and at any other time as deemed necessary by the Chairman.
 - (b) Powers and Functions. The Executive Committee shall have powers as delegated to it by the Board in the management of the Authority, except as such powers are limited by law. These include, but are not limited to the power to:
 - (i) Review all Board Committee minutes and recommendations;
 - (ii) Review all completed Conflict of Interest Statements and make such further investigation of possible Conflicts of Interest as it may determine appropriate; and
 - (iii) Perform other duties as assigned by the Chairman or the Board.
- 6.1.2 Nominating Committee.
- (a) Composition and Election. The Nominating Committee shall consist of at least three (3) Directors who are appointed by the Board, one of whom shall be designated as chairman.

- (b) Functions. The Nominating Committee shall have the sole authority to make recommendations to the Board with respect to the following functions:
 - (i) Make recommendations to the Board concerning candidates for appointment as Board Members;
 - (ii) Make recommendations to the Board concerning candidates for election as officers of the Board; and
 - (iii) Make recommendations to the Board concerning candidates for election as members and chairmen of standing Board Committees.
- (c) Board Follow-Up. The Board shall act on the recommendations submitted by the Nominating Committee, and the Board shall forward to the City Council prior to July 1st of applicable years a list of those persons whom it nominates for Class A appointees, or as required to fill vacancies.

6.1.3 Finance, Investment and Audit Committee.

- (a) Composition and Election. The Finance, Investment and Audit Committee shall consist of at least three (3) Directors who are appointed by the Board, one of whom shall be designated as chairman.
- (b) Functions. The Finance, Investment and Audit Committee shall have the sole authority to make recommendations and provide oversight on behalf of the Board with respect to the following functions:
 - (i) Make recommendations to the Board concerning the overall investment policy for the organization;
 - (ii) Make recommendations to the Board concerning changes in investment strategy from time-to-time for the organization;
 - (iii) Make recommendations to the Board concerning investment advisors and consultants;
 - (iv) Make recommendations to the Board concerning the expenditure of all funds;
 - (v) Make recommendations to the Board concerning the selection of an auditor and the preparation of an annual audit; and
 - (vi) Provide oversight to the Board with respect to all financial matters of the organization including all financial policies, income and expenditures.

- (c) Board Follow-Up. The Board shall act on the recommendations submitted by the Finance, Investment and Audit Committee, and the Board shall utilize the expertise of the Finance, Investment and Audit Committee in furthering the interest of the organization.

6.1.3 Funding Committee.

- (d) The Funding Committee shall consist of at least three (3) Directors who are appointed by the Board, one of whom shall be designated as chairman.
- (e) Functions. The Funding Committee shall have the sole authority to make recommendations and provide oversight on behalf of the Board with respect to the following functions:
 - (i) Review all request for funding as well as funding applications received.
 - (ii) Make recommendations to the Board concerning funding of projects

6.1.4 Addition or Combination of Board Committees.

- (a) Additional Board Committees.
 - (i) The Board may create from its voting members one or more additional Board Committees consisting of at least three (3) Directors who are elected by the Board. The chairman shall be appointed by the Chairman of the Board.
 - (ii) The powers and functions of the Board Committee shall be designated by the Board.
- (b) Combination of Board Committees. If the Board determines that anyone or more of the Board Committees provided in Section 6.1 should not exist, it shall assign the functions of such committee to a new or existing Board Committee or to the Board acting as a committee of the whole.

6.2 TENURE. Each member of a Board Committee shall hold office until the next annual meeting following his election and until his successor as a member of a Board Committee is elected, unless he shall sooner cease to be a member of the Board or shall sooner resign or be removed from the Board Committee.

6.3 MEETINGS. Meetings of a Board Committee may be called by, or at the direction of, the Chairman of the Board, the chairman of the Board Committee or a majority of the members of the Board Committee then in office, to be held at such date, hour and place as shall be designated in the notice of the meeting.

- 6.4 QUORUM. A majority of the voting members of a Board Committee then in office shall constitute a quorum for the transaction of business at any meeting of the Board Committee. The Chairman of the Board or any Board Member designated by the Chairman may, on an as-needed basis, serve as an ad hoc member with a vote of any Board Committee in order to ensure that quorum is present.
- 6.4 MANNER OF ACTING. Board Committee action requires a simple majority vote of the members at any meeting at which a quorum is present.
- 6.5 MINUTES. The Chairman of each Board Committee shall prepare minutes of each meeting and forward copies thereof to the Chairman of the Board, the Chief Executive Officer and the Secretary of the Board.
- 6.6 COMPENSATION. Members of a Board Committee shall not receive any salaries for their services, but, by resolution, the Board may authorize reimbursement of actual expenses incurred in attending to their authorized duties.
- 6.7 PROCEDURE. A Board Committee may adopt its own rules of procedure, which shall not be inconsistent with these Bylaws.
- 6.8 EXPENDITURES. Any expenditure of Authority funds by a Board Committee shall require prior approval of the Board, except for minor expenditures by the Chairman of the Board or a designated Board Member, not to exceed five hundred dollars (\$500.00).

ARTICLE VII. OFFICERS

- 7.1 OFFICERS. The Officers of the Authority shall be a Chairman of the Board, a Vice Chairman, a Secretary and a Treasurer. The Chairman and Vice-Chairman shall be Board Members. For purposes of compliance with the Hospital Authority Act, the Chairman and the Vice-Chairman shall be the President and Vice-President, respectively, of the Authority. One person may hold two or more offices, except that one person may not hold both the offices of the Chairman of the Board and Secretary. At the discretion of the Board, the offices of Secretary and Treasurer may be combined. The duties of certain offices are prescribed in the following section. Where the duties of an office created by the Board are not so set forth, the duties shall be prescribed in the resolution electing the officer. When the incumbent of an office is unable to perform the duties thereof or when there is no incumbent of an office (both situations referred to hereafter as the "absence" of the officer), the duties of the office shall, unless otherwise specified by the Board, be performed by the next officer in the following sequence: Chairman, Vice-Chairman, Secretary and Treasurer.
- 7.2 ELECTION AND TENURE. All officers of the Authority shall be elected each year by the Board at its annual August meeting. If the election of officers shall not be held at such meeting, it shall be held as soon thereafter as convenient. Each officer shall hold office from the date of his election until the next annual meeting of the Board, unless he shall sooner resign or be removed.

- 7.3 CHAIRMAN OF THE BOARD. The Chairman of the Board shall be the principal officer of the Authority and shall have general overall supervision of all of the business and affairs of the Authority.
- 7.3.0 The Chairman of the Board shall preside at all meetings of the Board and the Executive Committee.
- 7.3.1 The Chairman of the Board may sign, with the Secretary or any other officer of the Authority authorized by the Board, any deeds, mortgages, bonds, contracts or other instruments which the Board has authorized to be executed, except in cases where the signing and execution thereof shall be expressly delegated by the Board or by these Bylaws or by statute to some other officer or agent of the Authority; and in general he shall perform all duties incident to the office of Chairman of the Board and such other duties as may be prescribed by the Board from time to time.
- 7.3.2 Annually, immediately following the September meeting of the Board of Directors of the Authority, the Chairman of the Board shall send each Board Member a copy of the Duality of Interest Policy, together with an explanation and an affidavit (the "Disclosure Affidavit") to be completed by each Board Member, executed in the presence of a notary public, and returned to the Secretary of the Authority.
- 7.4 VICE-CHAIRMAN. The Vice-Chairman shall perform such duties as may be assigned to him by the Board or the Chairman of the Board. In the absence of the Chairman of the Board, the Vice-Chairman shall perform the duties of the Chairman of the Board.
- 7.5 SECRETARY. The Secretary shall in general perform or cause to be performed all duties incident to the office of Secretary and other duties that may be assigned by the Chairman of the Board or the Board. Specifically the Secretary shall:
- 7.5.0 Assure that minutes of the Board meetings are kept, prepared and filed;
- 7.5.1 Assure that all notices are given in accordance with the provisions of these Bylaws or as required by law;
- 7.5.2 Assure that the corporate records and seal of the Authority are in a secure location; and
- 7.5.3 Assure that the seal of the Authority is affixed to all documents, the execution of which is authorized in accordance with the provisions of these Bylaws.
- 7.6 TREASURER. The Treasurer shall perform all the duties incident to the office of Treasurer including ensuring compliance with the Public Funds Investment Act, coordinating with the Finance Committee Chairman and such other duties as from time to time may be assigned to him by the Chairman of the Board or by the Board. If required by the Board, the Treasurer shall give a bond for the faithful discharge of these duties in such sum and with such surety as the Board shall determine.

- 7.7 COMPENSATION. Officers who are also Board Members shall not receive any salaries for their services; however, by resolution of the Board, may receive reimbursement for actual expenses incurred in attending to their authorized duties.
- 7.8 CHIEF EXECUTIVE OFFICER. The Chief Executive Officer shall be employed by the Board, shall function as the chief executive officer of the Authority and shall have the necessary authority and responsibility to operate the Authority, subject to the direction of the Board and pursuant to policies formulated by the Board. The Chief Executive Officer shall act as the duly authorized representative of the Board in all matters for which these Bylaws or the Board has not formally designated some other person or group to act.

ARTICLE VIII. MISCELLANEOUS

- 8.1 CHECKS, DRAFTS, AND FINANCIAL MATTERS. All checks, drafts or other orders for the payment of money, and all notes or other evidences of indebtedness issued in the name of the Authority shall be signed by such officer or officers, agent or agents of the Authority and in such manner as shall from time to time be determined by resolution of the Board. In the absence of such determination by the Board, such instruments shall be signed by the Treasurer and countersigned by the Chairman of the Board.
- 8.2 DEPOSITS. All funds of the Authority shall be deposited from time to time to the credit of the Authority in such banking corporations, associations, or other depositories as the Board may select by competitive bidding.
- 8.3 GIFTS. The Board may, on behalf of the Authority, accept donations, gifts and endowments to be held and administered as may be required by the respective donors, to the extent that such requirements should not contravene law.
- 8.4 BOOKS AND RECORDS. The Authority should keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Board and the Board Committees.
- 8.5 AUDITED FINANCIAL REPORT. The Chief Executive Officer shall cause an Audited Financial Report to be submitted to the Board no later than 90 days after the close of each fiscal year.
- 8.6 FISCAL YEAR. The fiscal year of the Authority shall begin on the first day of July and end on the last day of June in each year, unless otherwise determined by resolution of the Board.
- 8.7 SEAL. The Board shall provide a corporate seal for use by the Authority to be used on legal documents as required by law.
- 8.8 LOANS TO OFFICERS AND BOARD MEMBERS PROHIBITED. No loans shall be made by the Authority to its officers or Board Members. The Board Members who vote for or assent to the making of a loan to an officer or Board Member of the Authority, and any officer or Board Member participating in the making of such loan, shall be jointly and severally liable to the Authority for the amount of such loan until the repayment thereof.

8.9 INDEMNIFICATION OF OFFICERS, BOARD MEMBERS AND OTHERS. The Authority shall indemnify any officer or Board Member or former officer or Board Member for expenses and costs (including attorney's fees) actually and necessarily incurred by him in connection with any claim asserted against him, by action in court or otherwise, by reason of his being or having been an officer or Board Member, except in relation to matters as to which he shall have been guilty of negligence or misconduct with respect to the matter in which indemnity is sought.

8.10 REVOCABILITY OF AUTHORIZATIONS. No authorization, assignment, referral or delegation of authority by the Board to any committee, officer, agent or other official of the Authority shall preclude the Board from exercising the authority required to meet its responsibility for the conduct of the Authority. The Board shall retain the right to rescind any such authorization, assignment, referral or delegation in its sole discretion.

8.11 CONFLICT OF INTEREST.

8.11.0 Definitions:

- (a) The term "Interested Person" shall mean any director, principal officer or member of a committee with Board-delegated powers who has a direct or indirect Financial Interest, as defined below. If person is an Interested Person with respect to any entity in the health care system of which the Authority is a part, he or she is an Interested Person with respect to all entities in the health care system.
- (b) The term "Financial Interest" shall mean a financial interest of an Interested Person if the person has, directly or indirectly, through business, investment or family, the following:
 - (i) An ownership or investment interest in any entity with which the Authority has a transaction or arrangement;
 - (ii) A compensation arrangement with the Authority or with any entity or individual with which the Authority has a transaction or arrangement; or
 - (iii) A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Authority is negotiating a transaction or arrangement.

Compensation includes direct and indirect remuneration as well as gifts or favors that are substantial in nature.

8.11.1 Procedures:

- (a) Duty to Disclose. In connection with any actual or possible Conflicts of Interest, an Interested Person must disclose the existence and nature of his or her Financial Interest to the Directors and members of committees with

Board-delegated powers considering the proposed transaction or arrangement.

- (b) Determining Whether a Conflict of Interest Exists. After disclosure of the Financial Interest, the Interested Person shall leave the Board meeting while the Financial Interest is discussed and voted upon. The remaining Board Members shall decide if a Conflict of Interest exists.
- (c) Procedures for Addressing the Conflict of Interest.
 - (i) The Chairman of the Board shall, if appropriate, refer matters to the Executive Committee to investigate alternatives to the proposed transaction or arrangement.
 - (ii) After exercising due diligence, the Board or Executive Committee shall determine whether the Authority can obtain a more advantageous transaction or arrangement with reasonable efforts from a person or entity that would not give rise to a Conflict of Interest.
 - (iii) If a more advantageous transaction or arrangement is not reasonably attainable under circumstances that would not give rise to a Conflict of Interest, the Board shall determine by a majority vote of the disinterested Directors whether the transaction or arrangement is in the Authority's best interest and for its own benefit and whether the transaction is fair and reasonable to the Authority and shall make its decision as to whether to enter into the transaction or arrangement in conformity with such determination.
- (d) Violations of the Conflicts of Interest Policy.
 - (i) If the Board or Executive Committee has reasonable cause to believe that a Board Member has failed to disclose actual or possible Conflicts of Interest, the Board Member shall be advised of the basis for such belief and afforded an opportunity to explain the alleged failure to disclose.
 - (ii) If, after hearing the response of the Board Member and making such further investigation as may be warranted in the circumstances, the Board determines that the Board Member has in fact failed to disclose an actual or possible Conflict of Interest, it shall take appropriate disciplinary and corrective action.

8.11.2 Records of Proceedings. The minutes of the Board and all committees with Board-delegated powers shall contain the following:

- (a) The names of the persons who disclosed or otherwise were found to have a Financial Interest in connection with an actual or possible Conflict of

Interest, the nature of the Financial Interest, any action taken to determine whether a Conflict of Interest was present, and the Board's decision as to whether a Conflict of Interest in fact existed.

- (b) The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection therewith.

8.11.3 Annual Statements. Annually, on or about September of each year, each Director, principal officer and members of a committee with Board-delegated powers shall annually sign a statement which affirms that such person:

- (a) Has received a copy of the Duality of Interest Policy;
- (b) Has read and understands the policy;
- (c) Has agreed to comply with the policy; and
- (d) Understands that the Authority is a tax exempt organization and that, in order to maintain its federal tax exemption, it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

8.11.4 Periodic Reviews. To ensure that the Authority operates in a manner consistent with its tax-exempt purposes and that it does not engage in activities that could jeopardize its status as an organization exempt from federal income tax, periodic reviews shall be conducted.

8.11.5 Use of Outside Experts. In conducting the periodic reviews, the Authority may, but need not, use outside advisors.

8.12 RULES. The Board may adopt, amend or repeal rules (not inconsistent with these Bylaws) for the management of the internal affairs of the Authority.

8.13 VOTE BY PRESIDING OFFICER. The person acting as presiding officer at any meeting held pursuant to these Bylaws shall, if a voting member, be entitled to vote on the basis as if not acting as presiding officer.

8.14 MEETINGS BY TELEPHONE CONFERENCE CALL. Board Committees may meet by the use of a telephone conference call or video conference call or otherwise utilize telephone conference calls or video conference calls to the extent authorized by law.

ARTICLE IX. AMENDMENTS TO BYLAWS

These Bylaws may be altered, amended or repealed and new Bylaws may be adopted by a majority of the voting members of the Board then in office.

Revised:_____

SECRETARY'S CERTIFICATE

THIS IS TO CERTIFY that the foregoing Bylaws of TOMBALL HOSPITAL AUTHORITY have been adopted by the Board of said Authority at a meeting of said Board held on September 25, 2013.

IN WITNESS WHEREOF, the undersigned, duly elected and acting Secretary of the Authority, has signed this Certificate and affixed the seal of the Authority hereon, this _____ day of _____, 2013.

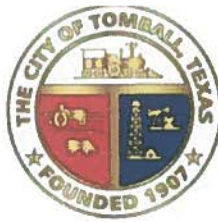
Ellen Stutts, Secretary

HISTORY OF BYLAWS

The initial Bylaws of TOMBALL HOSPITAL AUTHORITY were first adopted on July 12, 1976.

These Bylaws were amended on September 26, 2001, which amendments are incorporated in the foregoing text.

These Bylaws were amended and restated on September 25, 2013, which amendments are incorporated in the foregoing text.



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings (typically, three meetings) in any twelve consecutive months or absent from more than three consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2010 will expire in 2012.

Please Type or Print Clearly:

Date: 02-16-2011

Name: RALPH D. FOXWORTHY

Phone: 281-316-7399
(Home)

Address: U-

Phone: 713-829-6839
(Work)

City/State/Zip: TOMBALL TX 77375

Email: ralph.foxworthy@bakerhughes.com

I have lived in Tomball 10 years.

I am X am not a U.S. Citizen

Occupation: Director, Baker Hughes Inc. (26 yrs.)
Currently leading integrations & installations of B.J. Services
company global ERP systems (for 59 countries) to Baker Hughes'
I.T. environment.

Professional and/or Community Activities: Private Pilot, currently working towards
INSTRUMENT license - Hooks Airport, VICE-PRESIDENT of Foxworthy's, LLC;
wife, KAREN - PRESIDENT, of retail business now located in Tomball.

Additional Pertinent Information/References: Two sons & daughter-in-law. All in
Richardson, Texas; work @ U.T. Dallas and also pursuing degrees in
Masters & Bachelors programs.

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

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

Decision-Making Boards and Commissions

() Planning & Zoning Commission

() Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.

To Be Announced; Evenings

Separate Legal Entities

() Tomball Economic Development Corporation

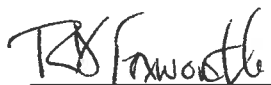
(X) Tomball Hospital Board

Meeting Information

Fourth Tuesday of the Second Month of Each Quarter, 5:30 p.m. (special meetings may be called)

Fourth Wednesday each month, 4 p.m.

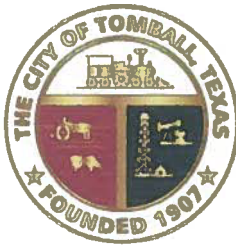
I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.



Signature of Applicant

Please return this application to:

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



CITY OF TOMBALL

2009

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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

Please Type or Print Clearly:

Date: April 3, 2009

Name: Steven L. Vaughan

Phone: _____
(Home)

Address: 13322 Wildwood

Phone: 281-413-4193
(Work)

Email: _____

I have lived in Tomball 18 years. I am ☒ am not ☐ a U.S. Citizen

Occupation: Community Banking Consultant

Professional and/or Community Activities: _____

Banking and Finance and small business development

Additional Pertinent Information/References: member of organizing board of Tomball EDC

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

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

Decision-Making Boards and Commissions

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

Separate Legal Entities

- (X) Tomball Economic Development Corporation

() Tomball Hospital Board

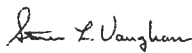
Meeting Information

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

Meeting Information

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

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



Digitally signed by Steven L. Vaughan
DN: cn=Steven L. Vaughan, c=US,
email=svaughender@gmail.com
Reason: I attested to the accuracy and
integrity of this document
Date: 2009.04.03 10:48:24 -0500

Signature of Applicant

Please return this application to:

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



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type of Print Clearly:

Date: 7/25/2016

Name: William A. Benson Jr.

Phone:

(Home)

Address: 830 Baker Dr

Phone:

(Work)

City/State/Zip Tomball, TX 77375

Cell: 281-932-7836

Email: will@bensondev.com

I have lived in Tomball 3 years.

I am ☒ am not ☐ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: Real Estate Development and Oil & Gas Construction

Professional and/or Community Activities: 2013-2014 City of Tomball Charter Review Committee Member

2015 Tomball ISD Strategic Planning Committee Member

2015-Board of Directors Salem Lutheran Church - Tomball

Additional Pertinent Information/References:

Previous employment with
City of Sugar Land - Planning Dept. and City of Pearland
Economic Development dept.

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

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

Decision-Making Boards and Commissions

☒ Planning & Zoning Commission

☒ Board of Adjustments

Meeting Information

Second Monday each month, 6 p.m.

To Be Announced; Evenings

Separate Legal Entities

☒ Tomball Economic Development Corporation

☒ Tomball Regional Health Foundation

Meeting Information

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

Fourth Wednesday each month, 4 p.m.

Ad Hoc/Advisory Committees

☒ Downtown Tomball Advisory Committee

DTAC does not require Tomball residency

Meeting Information

As called

Non-profit Corporation Boards

☒ Tomball Legacy Fund, Inc.

Position 7, Tomball Legacy Fund, does not require Tomball residency

Meeting Information

As called

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


Signature of Applicant

Please return this application to:

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



Board Member Election on Disclosure

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

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

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

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

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

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

☒ home address

☐ home telephone number

☒ personal email address

☒ cell or pager numbers not paid for by the City

☐ emergency contact information

☐ information that reveals whether I have family members.

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


Board Member's Signature

7/25/2016
Date

WILLIAM A. BENSON, JR.
Board Member's Printed Name

ELLEN H. STUTTS

CERTIFIED PUBLIC ACCOUNTANT
14011 PARK DRIVE • SUITE 113
TOMBALL, TEXAS 77377

THE TEXAS SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

281-290-0626
281-351-5378 FAX

August 29, 2016

Mayor Gretchen Fagan
Members, Tomball City Council
City of Tomball
401 Market Street
Tomball, Texas 77375

Dear Ladies and Gentlemen:

I want to let you know how much I have enjoyed and appreciated these past ten years of service as a member of the Board of Directors of the Tomball Regional Hospital Authority. The opportunity to be part of the planning and guidance of this enterprise has been beneficial to my growth professionally, as well as personally, and I believe that I have been able to contribute along the way.

Since the sale of the Hospital, and in keeping with our Mission and Vision, the Authority has funded and committed to fund just under \$10,000,000 to medical and health related organizations and projects in our area.

I am currently serving as Secretary of the Board and Member of the Executive Committee as well as Chair of the Finance Committee.

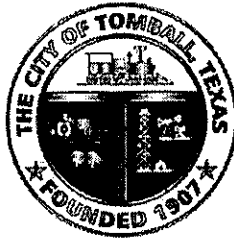
I welcome the opportunity to continue my service on this Board and ask that you allow me to do so. If you have any questions of me, I will be happy to speak with you at any time.

Again, thanks for the opportunity to serve and for your kind consideration.

Sincerely,



Ellen H. Stutts



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

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Please Type or Print Clearly:

Date: 8-29-16

Name: Ellen H. Stutts

Phone: _____

Address: _____

Phone: _____ (Home)

Phone: 281-290-0626

(Work)

City/State/Zip Tomball 77375

Cell: _____

Email: ehstutts@tomballcpas.com

I have lived in Tomball 30+ years.

I am ☒ am not ☐ a U.S. Citizen

NOTE: DTAC Board does not require Tomball residency

Occupation: CPA - see attached

Professional and/or Community Activities: See attached

Additional Pertinent Information/References: _____

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

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

Decision-Making Boards and Commissions

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

Meeting Information

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

Separate Legal Entities

- () Tomball Economic Development Corporation

☒ Tomball Regional Health Foundation

Meeting Information

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

Ad Hoc/Advisory Committees

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

Meeting Information

As called

Non-profit Corporation Boards

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

Meeting Information

As called

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

Edmund N. Cattle
Signature of Applicant

Please return this application to:

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



Board Member Election on Disclosure

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

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

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

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

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

___ home address

___ home telephone number

___ personal email address

___ cell or pager numbers not paid for by the City

___ emergency contact information

___ information that reveals whether I have family members.

*I can be contacted thru
Tomball Regional Health
Foundation
932-559-5511*

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

Ellen H. Stutts
Board Member's Signature

8-29-16
Date

Ellen H. Stutts
Board Member's Printed Name

Ellen Hohl Stutts

Tomball, Texas 77375

Hm.

Off. 281-290-0626

Tomball High School Graduate - 1967

Southern Methodist University – BBA 1971

University of Houston – Post Bacc. Study – 1974 – 1975

Certified Public Accountant - 1976

Member Texas Society of Certified Public Accountants

Member Houston Chapter – Texas Society of Certified Public Accountants

Member Tomball United Methodist Church

Past Service – Finance Committee - Chair during planning and construction of

Sanctuary

Administrative Board

Board of Trustees

Current Service – Finance Committee

Staff Parish Relations Committee

Community volunteer through National Charity League and Junior League of North
Harris County – 1988 – 2002

Tomball Independent School District Trustee – 1993 – 1998

Tomball Hospital Authority Board of Directors – 2006 – Present

Lone Star College Foundation Board of Directors – 2007 - 2013

Currently practicing CPA in Tomball working with Income, Trust and Estate Tax issues
as well as accounting and bookkeeping for clients both Business and Individual.



CITY OF TOMBALL

APPLICATION FOR CITY BOARDS/COMMISSIONS/COMMITTEES

As an Applicant for a City Board, Commission, or Committee, your application will be available to the public. You will be contacted before any action is taken on your appointment to confirm your continued interest in serving. All appointments are made by the Tomball City Council. Incumbents whose terms expire are automatically considered for reappointment unless they indicate non-interest or have been appointed to two (2) consecutive terms. A member who is absent for more than 25% of called meetings in any twelve consecutive months or absent from more than two consecutive meetings, for other than medical reasons, will be automatically removed from service. Applicant must be a citizen of the United States and must reside within the city limits of Tomball unless otherwise stated in the position announcement. Applications will be kept on file for two years and will expire at the end of two years; for instance, an application dated in 2013 will expire in 2015.

Please Type or Print Clearly:

Date: 7/7/14

Name: Cary E. Rasberry

Phone: _____

Address: 31226 Alice Ln

(Home)

Phone: _____

City/State/Zip Tomball, TX 77375

Cell: 832-499-6128 (Work)

Email: Cary.rasberry@att.net

I have lived in Tomball 15 years. non-consecutive I am ☒ am not ☐ a U.S. Citizen
NOTE: DTAC Board does not require Tomball residency

Occupation: Psychologist, Marketing Consultant, Notary Public
Part-time Minister to Church of Christ
Previous School Teacher and Certified Pharmacy Technician

Professional and/or Community Activities: Tomball Little League Board Member
Previous VP of Tomball Parks & Rec Board
VP of Decker Prairie Cemetery Association
Local business Rep to Chamber of Commerce

Additional Pertinent Information/References: Bruce Hillegeist, Pete Gloyer.
MA in Counseling Psychology; PhD Intern in Health Psychology & Behavioral Medicine
Married, 2 sons and from Tomball

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

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

Decision-Making Boards and Commissions

- ☒ Planning & Zoning Commission
☒ Board of Adjustments

Meeting Information

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

Separate Legal Entities

☐ Tomball Economic Development Corporation

☒ Tomball Hospital Board

Meeting Information

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

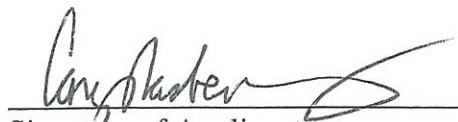
Ad Hoc/Advisory Committees

☒ Downtown Tomball Advisory Committee
DTAC does not require Tomball residency

Meeting Information

As called

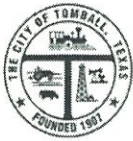
I AM INTERESTED IN SERVING ON THE ABOVE-INDICATED BOARDS, COMMISSIONS, AND COMMITTEES.



Signature of Applicant

Please return this application to:

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



Board Member Election on Disclosure

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

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

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

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

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



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

~~home address~~

~~home telephone number~~

✓ personal email address

✓ cell or pager numbers not paid for by the City

~~emergency contact information~~

✓ information that reveals whether I have family members.



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

Board Member's Signature

Date

Board Member's Printed Name



TOMBALL HOSPITAL AUTHORITY

29201 Quinn Road, Suite A.
Tomball, Texas 77375

August 17, 2016

Gretchen Fagan
Mayor
City of Tomball
401 Market Street
Tomball, Texas 77375

Dear Mayor Fagan:

The following City of Tomball appointed Authority Board member term(s) will expire in August 2016:

Ralph Foxworthy
Ellen Stutts
Steven Vaughan

Position #1
Position #5
Position #3

The Nominating Committee and the Board of Directors would like to recommend that Ellen Stutts, Steve Vaughan and Ralph Foxworthy be reappointed to the board to serve a two-year term beginning September 1, 2016.

Consistency among board members is extremely viable and key to the continued success of Tomball Regional Health Foundation. Orientation, training and education of board members can take a minimum of two years for new members to become knowledgeable and confident in their role as an active member of the Tomball Regional Health Foundation.

As our mission states TRHF exists to promote wellness and improve health status for all residents in our communities through programs that enhance access to health care, preventative care and health education.

Please consider reappointing Ellen Stutts, Steve Vaughan and Ralph Foxworthy to the Tomball Regional Health Foundation Board of Directors.

Sincerely,

Lynn LeBouef
CEO Tomball Hospital Authority

Tomball Hospital Authority
29201 Quinn Rd., Suite A.
Tomball, TX 77375

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 19, 2016

Topic:

Cast Ballot for the Texas Municipal League Intergovernmental Risk Pool Board of Trustees (TML-IRP)

Background:

Nominations for the TML Intergovernmental Risk Pool (TML-IRP) Board of Trustees, Places 6 through 9, are over.

We have received the official ballot for the election of Places 6-9 of the Board of Trustees for the TML-IRP Board of Trustees. Council is requested to select the candidates for Places 6-9; for each position, City Manager George Shackelford serves on the Board of Trustees, knows the individuals on the ballot, and recommends the incumbents:

- Place 6 - Mary Gauer
- Place 7 - C. J. Wax
- Place 8 - Larry Melton
- Place 9 - Andres Garza.

Each incumbent has performed well on the Board. Upon election to the TML-IRP Board of Trustees, their new terms will expire October 1, 2022.

Origination:

TML-IRP

Recommendation:

Cast ballot for the TML-IRP Board of Trustees as recommended by City Staff.

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

City Secretary

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

ATTACHMENTS:

Official Ballot - TML-IRP Board of Trustees

OFFICIAL BALLOT

Texas Municipal League Intergovernmental Risk Pool Board of Trustees Election

This is the official ballot for the election of Places 6 – 9 of the Board of Trustees for the Texas Municipal League Intergovernmental Risk Pool. Each Member of the Pool is entitled to vote for Board of Trustee members. Please record your organization's choices by placing an "X" in the square beside the candidate's name or writing in the name of an eligible person in the space provided. You can only vote for one candidate for each place.

The officials listed on this ballot have been nominated to serve a six-year term on the TML Intergovernmental Risk Pool (Workers' Compensation, Property and Liability) Board of Trustees.

Ballots must reach the office of David Reagan, Secretary of the Board, no later than September 30, 2016. Ballots received after September 30, 2016, cannot be counted. **The ballot must be properly signed and all pages of the ballot must be mailed to: Trustee Election, David Reagan, Secretary of the Board, P.O. Box 149194, Austin, Texas 78714-9194. If the ballot is not signed, it will not be counted.**

PLACE 6

- ☐ **Mary Gauer** (Incumbent). Ms. Gauer has served on the TML Risk Pool Board of Trustees since 1998 and as Chair from 2010 to 2012. She served on the Harker Heights City Council from 1991 to 1998, and as Mayor from 1998 to 2004. Ms. Gauer serves as an elected citizen member of the Executive Committee of the Central Texas COG. She has served as President of the TML Association of Mayors, Councilmembers and Commissioners and the TML Region 9. She has also served as chair or member of several TML legislative committees.
- ☐ **Kyle J. Jung**. City Manager for Manvel (Region 14) since January 17, 2012. Mr. Jung has more than 20 years of local government experience working for the cities of Flatonia and Sour Lake as City Manager, cities of Lubbock and Big Spring in various administrative roles, and with the Texas Municipal League. At the Texas Municipal League, he was chiefly responsible for the governance of the Texas City Management Association. Mr. Jung has a Master's degree in public administration with an emphasis in budgeting and personnel management from Texas Tech University.

WRITE IN CANDIDATE:

PLACE 7

- ☐ **Richard Jorgensen.** City Manager of Giddings (Region 10). Previously, he served as City Manager for Vidor, Silsbee, and Sour Lake. Mr. Jorgensen has 20 years' experience in city government preparing, coordinating and monitoring the annual fiscal budget. He has also been involved in 4A and 4B economic development corporations for 13 years as either chairman or as a director. He has a Bachelor's degree in business administration and a Master's degree in public administration. He is involved with the Texas City Managers Association, serving on the Board for two years.
- ☐ **C.J. Wax (Incumbent).** Mayor of Rockport since 2010. Mr. Wax is the current President of TML and served as the TML Region 11 Board Representative to the TML Board from 2011-15. He has served on the TML Risk Pool Board since 2013. He also has served on the Care Regional Board of Trustees since 2014 (currently as Chairman), on the Texas Windstorm Task Force under Chairman Todd Hunter, and on the Rockport Planning and Zoning Commission from 2009-10. He currently represents Rockport on the Coastal Bend COG, Aransas County Pathways, and Storm Water Advisory Committees.

WRITE IN CANDIDATE:

PLACE 8

- ☐ **Jim Cox.** City Administrator for the City of Leonard (Region 13) since October 1, 2015. He previously served as City Administrator in Lindale, Texas, and Groesbeck, Texas. He also served for two terms on the City Council and on the Home Rule Charter Commission for Bay City, Texas. Mr. Cox is active in TCMA serving on the Membership Committee and Small Cities Advisory Board. He is a graduate of the Certified Public Manager Program at Stephen F. Austin University and attended the University of Texas at Arlington majoring in Business Administration.
- ☐ **Andrea M. Gardner.** City Manager for the City of Copperas Cove (Region 9) since 2007. Previously, she was the Assistant City Manager/Director of Finance for Copperas Cove, Director of Finance for Pearland, and the Senior Budget Coordinator for Pasadena. She holds a Bachelor's degree in Accounting from the University of Houston and is a Certified Public Manager. Ms. Gardner also serves on the Metropolitan Planning Organization Technical Committee as the City's representative and the Central Texas COG's Executive Committee as a Citizen Liaison.
- ☐ **Larry Melton (Incumbent).** Mayor for Odessa (Region 4) from 2001 to 2012. Mr. Melton also served three years as a councilmember. He has served on the TML Risk Pool Board of Trustees since 2009 and as Chair since 2014. He is the Chief Executive Officer of a regional public accounting firm, Johnson, Miller and Company, where he is responsible for all administrative and human resources areas of the firm. Previously, Mr. Melton was in the banking business for approximately 30 years. He is active in the United Way of Odessa and Odessa Chamber of Commerce. In 1993, he was honored as Odessa's outstanding citizen.

WRITE IN CANDIDATE:

PLACE 9

- ☐ **Richard L. Davis.** City Manager for Baytown (Region 14) since 2015. Mr. Davis also served as City Manager for West Jordan, Utah; Town Manager for Fountain Hills, Arizona; and City Manager for West Point City, Utah. He has a Bachelor's degree in Public Relations from BYU and a Master's degree in Public Administration from BYU. He is a graduate of the Romney Institute of Public Management (Marriott School of Management) and the recipient of the Lennis M. Knighton Award for high academic achievement. He is a credentialed Municipal Manager by the International City and County Management Association.

- ☐ **Andres Garza (Incumbent).** City Manager for the City of Wharton (Region 14) since 1994. Mr. Garza has served on the TML Risk Pool Board of Trustees since 1984, serving as Chair from 1994-1996. He served as the Pearsall City Manager from 1980 to 1994. Mr. Garza has been in public service for over 39 years of which 36 have been as a City Manager. He serves on the TML Small City's Advisory Council, has a BBA degree from Southwest Texas State University, and is a member of TCMA and ICMA.

- ☐ **Rick A. Schroder.** City Administrator for the City of Helotes (Region 7) since September 2008. Mr. Schroder also served Helotes as the Economic Development Corporation's Specialist from November 2006 to September 2008. He graduated Magna Cum Laude from Trinity University in 2004 and earned a Master of Public Service and Administration in 2006 from the George H.W. Bush School of Government and Public Service at Texas A&M University. He interned for Congressman Henry Bonilla and for Ron Kaufman, former White House Political Director for President George H.W. Bush.

WRITE IN CANDIDATE:

Certificate

I certify that the vote cast above has been cast in accordance with the will of the majority of the governing body of the public entity named below.

Witness by hand, this _____ day of _____, 2016.

Signature of Authorized Official

Title

Printed Name of Authorized Official

Printed Name of Political Entity

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 19, 2016

Topic:

Approve Request by Tomball Sister City Organization for In-Kind and Financial Support, in the Amount of \$57,750, Road Closures, and Waiver of Fees for the 9th Annual Tomball German Christmas Market, to be held December 8-11, 2016, and for In-Kind and Financial Support, in the Amount of \$57,750, Road Closures, and Waiver of Fees for the 17th Annual Tomball German Heritage Festival, to be held March 30-April 2, 2017

Background:

On August 30, 2016, the Tourism Advisory Committee met and recommended approval of a grant of \$57,750 for the 9th Annual Tomball German Christmas Market, to be held December 8-11, 2016, and a grant of \$57,750 for the 17th Annual Tomball German Heritage Festival, to be held March 30-April 2, 2017.

Funds are available in the grant account in the hotel/motel fund. Funding of this request meets the Strategic Plan focus area of building our economy by investing HOT funds most effectively to get maximum return for the City of Tomball.

Origination:

Tomball Sister City Organization

Recommendation:

Approval

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

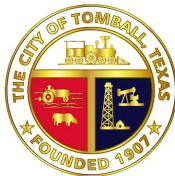
City Secretary

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

ATTACHMENTS:

Draft Minutes of the August 30, 2016 TAC Meeting
G. SHACKELFORD MEMO
2016 GERMAN CHRISTMAS MARKET LETTER
2016 APPLICATION GERMAN CHRISTMAS MARKET
2017 GERMAN HERITAGE FESTIVAL LETTER
2017 APPLICATION GERMAN HERITAGE FESTIVAL

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



**TUESDAY, AUGUST 30, 2016
6:00 P.M.**

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

Rodney Hutson
Mary Harvey
Steven Hughes
Kevin Lala
Prakash Patel
Jeffie Cappadonna
Cindy Vincik

Members absent:

Paige Cassel

Others present:

City Manager – George Shackelford
Marketing Director – Mike Baxter
Assistant City Secretary – Betsy Gates
Sister City Chair, Grady Martin
Sister City Treasurer – Sandra Martin
Sister City Assistant Manager – Craig Bogner
Spring Creek Director – Charlie Hall

- 2.0 No Public Comments were received.

- 3.0 Reports and Announcements

- Mike Baxter, Marketing Director, presented the Success of Recent Events including July 4th, Visit Houston and Beyond co-op, ongoing activities, and our Award Entry

Results from the Conference of the Texas Festivals and Events Association.

- 4.0 Motion was made by Mary Harvey, second by Rodney Hutson, to approve the minutes of the January 26, 2016 Regular Tourism Advisory Committee Meeting.

Motion carried unanimously.

- 5.0 New Business:

- 5.1 Motion was made Steve Hughes, second by Mary Harvey to Approve Tomball Sister City Organization Request for Support, Funding, and Road Closures, in the amount of \$57,750 for the 2016 Tomball German Christmas Market, to be held December 8-11, 2016, and in the amount of \$57,750 for the Tomball German Heritage Festival, to be held March 30, 31 and April 1 & 2 2017.

Motion carried unanimously.

- 5.2 Motion was made by Rodney Hutson, second by Mary Harvey to Approve Spring Creek County Historical Association Request for \$30,000 fiscal budget for 2016-2017 Annual Operations.

Motion carried unanimously.

- 6.0 Motion was made by Jeffie Capadonna, second by Kevin Lala, to adjourn.

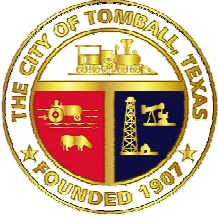
Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this _____ day of _____, 2016.

Betsy Gates, TRMC, CMC
City Secretary

Holly Cook
Chair



City of Tomball

Gretchen Fagan
Mayor

George Shackelford
City Manager

Memorandum

Date: 8-30-16

For: The TAC Board

From: George Shackelford

In January 2016, the Sister City came to the TAC Board requesting to help pay for some salaries to help with the festivals. Originally requested was for \$40,000. Breakdown was \$36,000 for salary and \$4,000 for extra help at the two (2) festivals.

The TAC Board approved the \$40,000 and the recommendation went to the City Council. The Council approved the request, however, since there were only seven (7) months and one (1) festival left in the 2015-2016 fiscal year, it was agreed that the City would fund \$23,000 for the rest of the fiscal year. Breakdown is \$3,000 a month for seven (7) months=\$21,000 and one (1) festival extra help at \$2,000. Total paid this fiscal year is \$23,000.

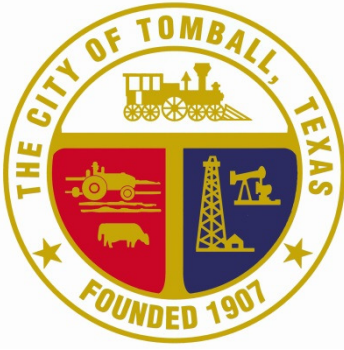
Funding for the German Christmas Market and Heritage Festival was previously funded in a separate item at \$35,000 each.

Sister City is requesting the funding again in the 2016-2017 fiscal year with a slight increase. Breakdown for the German Christmas Market includes salary this year where it was not included last fiscal year.

Total salary is \$42,000 for both festivals which is \$21,000 for each festival which is a 5% increase. Operational request contain a 5% increase also.

Breakdown of funding request:

	<u>Christmas Market</u>	<u>Heritage Festival</u>
2016 funded	\$35,000 + 0 personnel (\$35,000)	\$35,000 + \$23,000 personnel (\$58,000)
2017	\$36,750 + \$21,000 personnel (\$57,750)	\$36,750 + \$21,000 personnel (\$57,750)
increase/decrease	+\$22,750	-\$250
Percent	65%	-.5%



**TOMBALL SISTER CITY
ORGANIZATION, INC.**

Tomball, Texas – Telgte, Germany
P.O. Box 1131
Tomball, Texas 77377



July 8, 2016

Honorable Mayor and City Council

Re: Request for Support of the 9th Annual Tomball German Christmas Market

Note: We are requesting an increase for the monetary amount compared to last year's grant. This is because of the funding request for the personnel needed to help run and facilitate both German Festivals.

The Tomball Sister City Organization, Inc. would like to increase the number of attendees at our Christmas Market, and visitors to Tomball this year, by adding to our advertising and rental budget. With this in mind, we respectfully request the following from our City:

(A) In-kind support for the 2016 TGCM, Thursday, December 8, 2016 through Sunday, December 11, 2016.

1. Personnel:

Public Works: The Public Works Department should decide the actual number of employees.

Four (4) employees for Friday night, 6:00 pm - 11:00 pm

Six (6) employees for Saturday, 8:00 am - 11:00 pm

Six (6) employees for Sunday, 8:00 am - 9:00 pm

Employees will need the use of gators for trash pick-up

Police Department:

Four (4) Officers for Friday, 5:00 pm - 11:00 pm

Four (4) Officers for Saturday, 9:00 am - 11:00 pm

Four (4) Officers for Sunday, 10:00 am - 6:00 pm

Two (2) Officers for Sunday night, 6:00 pm - 10:00 pm (for carnival area)

ESD 8

One (1) Paramedic Friday, 5:00 pm - 11:00 pm

One (2) Paramedic Saturday, 9:00 am - 11:00 pm

One (2) Paramedic Sunday, 10:00 am - 10:00 pm

2. Facilities & Personnel:

The use of the Community Center Friday, 10:00 am - 10:00 pm and Saturday, 8:00 am - 10:00 pm and Sunday, 8:00 am - 8:00 pm, and one (1) employee working these hours, also.

3. Supplies/Rentals:

- One (2) 40-yard roll-off, one (1) 30-yard roll-off, and four (4) 8-yard dumpsters; forty (40) portable toilets, twenty (20) handicap units, and Fifteen (15) hand sanitize stations.
- Three (3) 250 gallons holding tanks for waste-water.
- Seventy (70) trash barrels with 500 liners
- Thirty (30) barricades, sixteen (16) traffic cones
- Forty-Two (42) Jersey Barriers – Traffic safety & crowd protection

4. Street Closures:

We respectfully request permission to close the following City Streets:

12:00 noon, Thursday - 10:00 pm, Sunday:

- 100 Block S. Elm Street & Pine Street
- 100 - 200 – 300-400 Blocks of Market Street
- Intersection of Market & 200 Block S. Walnut

5:00 pm Friday until 10:00 pm Sunday: (This is to give access to the Harris County Tax Office.)

We have also requested of Harris County that S. Cherry Street be closed 9:00 am Friday – 8:00 pm, Sunday.

We request the use of the West end of the Heritage Park Parking Lot across from City Hall beginning Friday at 8 am for a music stage and large tent.

Friday 5 PM East end of Park, Westside of parking lot next to city hall and East lot of the Police Parking Lot.

(B) Electricity/Lighting Rentals:

1. Fifteen (15) large rental generators and one or two (2) owned by the City for a total of Seventeen (17) generators.
2. Twenty Five (25) power cords with distribution boxes
3. Twenty (20) light towers, including the two from the City, this will include one for the parking area and shuttle.
4. Fuel top-off for generators from City's fuel supply

(C) Cash Request: From the local occupancy tax for advertising and rentals, \$36,750.00

(D) Cash Request: From the local occupancy tax for Sister City Employees \$21,000.00

(E) Transportation:

We request off-site parking and transportation to the festival by way of shuttle service 30 minutes before start of festival and 30 minutes after close of festival on Saturday and Sunday.

Carnival Hours: Friday, 3:00 pm – 11:00 pm; Saturday, 10:00 am – 11:00 pm; Sunday, 10:00 am – 10:00 pm.

Sincerely,

Grady P. Martin

Tomball Sister City Organization



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: Tomball Sister City Organization

Organization Director: Grady Martin

Project or Event for which funding is requested: Tomball German Christmas Market

Date of Event: December 8-11 2016

Description of project or event for which funding is requested: 9th annual German Christmas Market featuring live music from German folk artists from around Texas, ethnic folk dancers, other music, arts, crafts and exhibits. The four day event brings vendors from as far away as New York and Colorado

Location of project or event: Tomball Depot Plaza, Market Street between Elm and Pine

GRANT AMOUNTS:

Amount Requested for 2016-17	\$ 57,750
Amount Received for 2015-2016	\$ 35,000
% increase requested over last year's grant	65%

2016-2017 Organization Budget Summary

	City Funds	Other Funds	Total
Personnel	21,000		21,000
Contracted Services		50,000	50,000
Labor vendor		5,500	5,500
Rental Expense	24,000	41,000	65,000
Depreciation/Mortgage			
Advertising	12,750	24,500	37,500
Insurance		2,500	2,500
Other expense		20,000	20,000
Volunteer Time			
Donated Goods/Svces			
Total	57,750	143,500	201,250

Grants to an organization will not exceed 35% of the organization's adopted budget

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	_____
Corporate	_____
Foundations	_____
<u>Fees</u>	
Admissions	_____
Applications	_____
Vendors	<u>85,500</u> _____
Tuition	_____

<u>Concessions</u>	<u>23,000</u>
<u>Memberships</u>	<u> </u>
<u>Subscriptions</u>	<u> </u>
<u>Other</u>	<u>35,000</u>
Total	<u>143,500</u>

How many people do you expect will visit Tomball from out-of-town as a result of this project or event? Explain the basis of your answer to the preceding question:

ANSWER: 25,000 outside of Tomball will attend. Total attendances 60,000. Past studies and surveys with the City and hotels indicate many patrons are from out of town. The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of these 4 day events.

Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? If you answer yes to this question, state the basis for your answer:

ANSWER: Yes, Overnight stays. Past studies and surveys with the hotels and the City. The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of these 4 day events.

Organization Contact Name, Title, Address and Phone Number:

Grady Martin, Chairman, P.O. Box 1131, Tomball, TX 77377, 713-829-0313

Contact's Signature:

Date: _____



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

Date

Typed Name

Title within Organization

Telephone

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.

1. Describe the history and purpose of the organization.

ANSWER: Formally established in 2000, the sister city relationship between Tomball and Telgte goes back to 1996, when Christian C. Tiews and his Telgte-born wife Lula moved to the Tomball area and noticed the many similarities between Tomball and Lula's home town. Telgte (pronounced Tell-gee, as in "Telge Road"), is a quaint German town, pop. 18,700, situated in the park-like landscape of North Rhine-Westphalia, 10 miles east of Münster, in northwest Germany. It was founded in 1238 and is well known for its beautiful medieval architecture. Telgte is situated in the middle of Germany's "horse country". 34% of its economy is based on manufacturing, 21% on trade and tourism and 32% on other services. The Tomball Sister City Organization is a nonprofit corporation formed for the purpose of the establishment, sponsorship, promotion and support of cultural, business, educational, diplomatic and other exchanges with Tomball's sister city – Telgte, Germany. To this end the corporation will endeavor to promote and heighten public interest in and appreciation of the culture, business, education, products, people or language of sister cities of the City of Tomball, Texas, and to develop programs and provide activities that highlight such culture, business, education, products, people or language, and to assist its members in the development of such programs and the provisions of such activities.

2. Describe how any grant funds will be used.

ANSWER: The Grant Funds will be used to supplement the organizations advertising budget to continue to attract more visitors to the Sister City events and the City of Tomball.

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

ANSWER: The Sister City Organization will host a German Heritage Festival in March and a German Christmas Market in December. Additionally, the Sister City Organization encourages and supports a student exchange program. To date the exchange program had 60 students and families participate.

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.

ANSWER: 100% of our events take place in Tomball. The German Heritage Festival and the German Christmas Market have shown increased attendance and vendor participation each year from their inception (2000 for the Heritage Festival and 2007 for the Christmas Market). The Sister City has substantially increased their expenditures with the implementation of the additional shuttle transportation. The new system has provided a safe, stable and relatively quick transportation to the festival area and has been well received by the attendees.

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

ANSWER: Vendors and out of town visitors occupy local area hotels and motels

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?

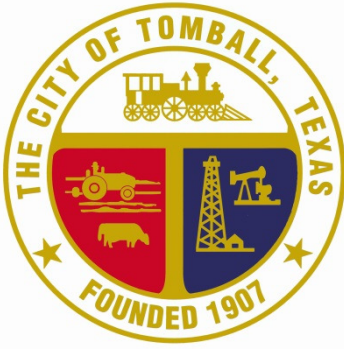
ANSWER: Publicity and advertising for the events is done through state-wide magazine advertising local radio and television ads.

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

ANSWER: The City of Tomball will receive sales tax dollars from the sales generated by the vendors, additional regional and state exposure to the City from the visitors to it and local businesses see increased traffic in their businesses.

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

ANSWER: The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of the two events. The Sister City promotes their efforts and by extension promotes the city of Tomball in some of the following. City of Tomball Events, Greater Tomball Chamber of Commerce, Lone Star College, Tomball High School, Klein Fest, Houston Fest, Texas German Society and Texas Festivals and Events Association.



**TOMBALL SISTER CITY
ORGANIZATION, INC.**

Tomball, Texas – Telgte, Germany
P.O. Box 1131
Tomball, Texas 77377



July 8, 2016

Honorable Mayor and City Council

Re: Request for Support of the 17th Annual Tomball German Heritage Festival

Note: Net request is a decrease for the monetary amount compared to last year's grant.

The Tomball Sister City Organization, Inc. would like to increase the number of attendees at our Heritage Festival, and visitors to Tomball this year, by adding to our advertising and rental budget. With this in mind, we respectfully request the following from our City:

(A) In-kind support for the 2017 TGCM, Thursday, March 30, 2017 through Sunday, April 02, 2017.

1. Personnel:

Public Works: The Public Works Department should decide the actual number of employees.

Four (4) employees for Friday night, 6:00 pm - 11:00 pm

Six (6) employees for Saturday, 8:00 am - 11:00 pm

Six (6) employees for Sunday, 8:00 am - 9:00 pm

Employees will need the use of gators for trash pick-up

Police Department:

Four (4) Officers for Friday, 5:00 pm - 11:00 pm

Four (4) Officers for Saturday, 9:00 am - 11:00 pm

Four (4) Officers for Sunday, 10:00 am - 6:00 pm

Two (2) Officers for Sunday night, 6:00 pm - 10:00 pm (for carnival area)

ESD 8

One (1) Paramedic Friday, 5:00 pm - 11:00 pm

One (2) Paramedic Saturday, 9:00 am - 11:00 pm

One (2) Paramedic Sunday, 10:00 am - 10:00 pm

2. Facilities & Personnel:

The use of the Community Center Friday, 10:00 am - 10:00 pm and Saturday, 8:00 am - 10:00 pm and Sunday, 8:00 am - 8:00 pm, and one (1) employee working these hours, also.

3. Supplies/Rentals:

- One (2) 40-yard roll-off, one (1) 30-yard roll-off, and four (4) 8-yard dumpsters; forty (40) portable toilets, twenty (20) handicap units, and Fifteen (15) hand sanitize stations.
- Three (3) 250 gallons holding tanks for waste-water.
- Seventy (70) trash barrels with 500 liners
- Thirty (30) barricades, sixteen (16) traffic cones
- Forty-Two (42) Jersey Barriers – Traffic safety & crowd protection

4. Street Closures:

We respectfully request permission to close the following City Streets:

12:00 noon, Thursday - 10:00 pm, Sunday:

- 100 Block S. Elm Street & Pine Street
- 100 - 200 – 300-400 Blocks of Market Street
- Intersection of Market & 200 Block S. Walnut

5:00 pm Friday until 10:00 pm Sunday: (This is to give access to the Harris County Tax Office.)

We have also requested of Harris County that S. Cherry Street be closed 9:00 am Friday – 8:00 pm, Sunday.

We request the use of the West end of the Heritage Park Parking Lot across from City Hall beginning Friday at 8 am for a music stage and large tent.

Friday 5 PM East end of Park, Westside of parking lot next to city hall and East lot of the Police Parking Lot.

(B) Electricity/Lighting Rentals:

1. Seventeen (17) large rental generators and one or two (2) owned by the City for a total of Seventeen (17) generators.
2. Twenty-Five (25) power cords with distribution boxes
3. Twenty (20) light towers, including the two from the City, this will include one for the parking area and shuttle.
4. Fuel top-off for generators from City's fuel supply

(C) Cash Request: From the local occupancy tax for advertising and rentals, \$36,750.00

(D) Cash Request: From the local occupancy tax for Sister City Employees \$21,000.00

(E) Transportation:

We request off-site parking and transportation to the festival by way of shuttle service 30 minutes before start of festival and 30 minutes after close of festival on Saturday and Sunday.

Carnival Hours: Friday, 3:00 pm – 11:00 pm; Saturday, 10:00 am – 11:00 pm; Sunday, 10:00 am – 10:00 pm.

Sincerely,

Grady P. Martin

Tomball Sister City Organization



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: Tomball Sister City Organization

Organization Director: Grady Martin

Project or Event for which funding is requested: Tomball German Heritage Festival

Date of Event: March 30,31 - April 1, 2, 2017

Description of project or event for which funding is requested: 17th annual German Heritage Festival featuring live music from German folk artists from around Texas, ethnic folk dancers, other music, arts, crafts and exhibits. The four-day event brings vendors from as far away as New York and Colorado

Location of project or event: Tomball Depot Plaza, Market Street between Elm and Pine

GRANT AMOUNTS:

Amount Requested for 2016-17	\$ 57,750
Amount Received for 2015-2016	\$ 58,000
% Decrease requested over last year's grant	- 1/2%

2016-2017 Organization Budget Summary

	City Funds	Other Funds	Total
Personnel	21,000		21,000
Contracted Services		50,000	50,000
Labor vendor		5,500	5,500
Rental Expense	24,000	41,000	65,000
Depreciation/Mortgage			
Advertising	12,750	24,500	37,500
Insurance		2,500	2,500
Other expense		20,000	20,000
Volunteer Time			
Donated Goods/Svces			
Total	57,750	143,500	201,250

Grants to an organization will not exceed 35% of the organization's adopted budget

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	_____
Corporate	_____
Foundations	_____
<u>Fees</u>	
Admissions	_____
Applications	_____
Vendors	<u>85,500</u> _____
Tuition	_____

<u>Concessions</u>	<u>23,000</u>
<u>Memberships</u>	
<u>Subscriptions</u>	
<u>Other</u>	<u>35,000</u>
Total	<u>143,500</u>

How many people do you expect will visit Tomball from out-of-town as a result of this project or event? Explain the basis of your answer to the preceding question:

ANSWER: 25,000 outside of Tomball will attend. Total attendances 60,000. Past studies and surveys with the City and hotels indicate many patrons are from out of town. The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of these 4 day events.

Are attendees for this event or users of this project expected to stay overnight in Tomball hotels or motels? If you answer yes to this question, state the basis for your answer:

ANSWER: Yes, Overnight stays. Past studies and surveys with the hotels and the City. The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of these 4 day events.

Organization Contact Name, Title, Address and Phone Number:

Grady Martin, Chairman, P.O. Box 1131, Tomball, TX 77377, 713-829-0313

Contact's Signature:

Date: _____



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

Date

Typed Name

Title within Organization

Telephone

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.

1. Describe the history and purpose of the organization.

ANSWER: Formally established in 2000, the sister city relationship between Tomball and Telgte goes back to 1996, when Christian C. Tiews and his Telgte-born wife Lula moved to the Tomball area and noticed the many similarities between Tomball and Lula's home town. Telgte (pronounced Tell-gee, as in "Telge Road"), is a quaint German town, pop. 18,700, situated in the park-like landscape of North Rhine-Westphalia, 10 miles east of Münster, in northwest Germany. It was founded in 1238 and is well known for its beautiful medieval architecture. Telgte is situated in the middle of Germany's "horse country". 34% of its economy is based on manufacturing, 21% on trade and tourism and 32% on other services. The Tomball Sister City Organization is a nonprofit corporation formed for the purpose of the establishment, sponsorship, promotion and support of cultural, business, educational, diplomatic and other exchanges with Tomball's sister city – Telgte, Germany. To this end the corporation will endeavor to promote and heighten public interest in and appreciation of the culture, business, education, products, people or language of sister cities of the City of Tomball, Texas, and to develop programs and provide activities that highlight such culture, business, education, products, people or language, and to assist its members in the development of such programs and the provisions of such activities.

2. Describe how any grant funds will be used.

ANSWER: The Grant Funds will be used to supplement the organizations advertising budget to continue to attract more visitors to the Sister City events and the City of Tomball.

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

ANSWER: The Sister City Organization will host a German Heritage Festival in March and a German Christmas Market in December. Additionally, the Sister City Organization encourages and supports a student exchange program. To date the exchange program had 60 students and families participate.

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.

ANSWER: 100% of our events take place in Tomball. The German Heritage Festival and the German Christmas Market have shown increased attendance and vendor participation each year from their inception (2000 for the Heritage Festival and 2007 for the Christmas Market). The Sister City has substantially increased their expenditures with the implementation of the additional shuttle transportation. The new system has provided a safe, stable and relatively quick transportation to the festival area and has been well received by the attendees.

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

ANSWER: Vendors and out of town visitors occupy local area hotels and motels

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?

ANSWER: Publicity and advertising for the events is done through state-wide magazine advertising local radio and television ads.

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

ANSWER: The City of Tomball will receive sales tax dollars from the sales generated by the vendors, additional regional and state exposure to the City from the visitors to it and local business see increased traffic in their businesses.

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

ANSWER: The Christmas Market and the Heritage Festival attract vendors and visitors alike from significant distances to participate in the festivities and activities of the two events. The Sister City promotes their efforts and by extension promotes the city of Tomball in some of the following. City of Tomball Events, Greater Tomball Chamber of Commerce, Lone Star College, Tomball High School, Klein Fest, Houston Fest, Texas German Society and Texas Festivals and Events Association.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 19, 2016

Topic:

Approve Request by Spring Creek County Historical Association for Funding in the Amount of \$30,000 for SCCHA's 2016-2017 Fiscal Budget, Annual Operations

Background:

On August 30, 2016, the Tourism Advisory Committee met and recommended approval of a \$30,000 grant to the Spring Creek County Historical Association (Tomball Museum).

Funds are available in the grant account in the hotel/motel fund. Funding of this request meets the Strategic Plan focus area of building our economy by investing HOT funds most effectively to get maximum return for the City of Tomball.

Origination:

Spring Creek County Historical Association

Recommendation:

Approval

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

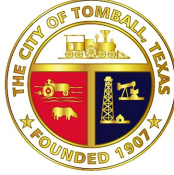
City Secretary

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

ATTACHMENTS:

Draft Minutes of the August 30, 2016 TAC Meeting
Spring Creek Historical Assn Application Packet

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



**TUESDAY, AUGUST 30, 2016
6:00 P.M.**

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

Rodney Hutson
Mary Harvey
Steven Hughes
Kevin Lala
Prakash Patel
Jeffie Cappadonna
Cindy Vincik

Members absent:

Paige Cassel

Others present:

City Manager – George Shackelford
Marketing Director – Mike Baxter
Assistant City Secretary – Betsy Gates
Sister City Chair, Grady Martin
Sister City Treasurer – Sandra Martin
Sister City Assistant Manager – Craig Bogner
Spring Creek Director – Charlie Hall

- 2.0 No Public Comments were received.

- 3.0 Reports and Announcements

- Mike Baxter, Marketing Director, presented the Success of Recent Events including July 4th, Visit Houston and Beyond co-op, ongoing activities, and our Award Entry

Results from the Conference of the Texas Festivals and Events Association.

- 4.0 Motion was made by Mary Harvey, second by Rodney Hutson, to approve the minutes of the January 26, 2016 Regular Tourism Advisory Committee Meeting.

Motion carried unanimously.

- 5.0 New Business:

- 5.1 Motion was made Steve Hughes, second by Mary Harvey to Approve Tomball Sister City Organization Request for Support, Funding, and Road Closures, in the amount of \$57,750 for the 2016 Tomball German Christmas Market, to be held December 8-11, 2016, and in the amount of \$57,750 for the Tomball German Heritage Festival, to be held March 30, 31 and April 1 & 2 2017.

Motion carried unanimously.

- 5.2 Motion was made by Rodney Hutson, second by Mary Harvey to Approve Spring Creek County Historical Association Request for \$30,000 fiscal budget for 2016-2017 Annual Operations.

Motion carried unanimously.

- 6.0 Motion was made by Jeffie Capadonna, second by Kevin Lala, to adjourn.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this _____ day of _____, 2016.

Betsy Gates, TRMC, CMC
City Secretary

Holly Cook
Chair

Spring Creek County

HISTORICAL ASSOCIATION

August 12, 2016

Mrs. Betsy Gates
Tomball Advisory Council Coordinator

Dear Betsy:

Attached is the completed 2016-2017 application for grant funds derived from the Hotel/Motel Tax revenue for the next year. The amount requested of \$30,000 is the same amount as requested and granted for the prior year.

These funds will provide the necessary financial assistance for new projects, maintenance of ten 100 year- old buildings, and the preservation of the Tomball Museum Center to continue conducting tours and activities for visitors to our City.

The Museum is very appreciative of the support we have received from the City.

Your assistance is greatly appreciated.



Charles Hall-President
Spring Creek County Historical Association
Home 281-351-0570
Cell 832-656-8181

cc : Mr. George Shackelford -- Tomball City Manager w/o attachments



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: *Spring Creek County Historical Association*
Organization Director: *Mrs. Jean Alexander*
Project or Event for which funding is requested: *Museum Operations/Activities*
Date of Event: *Annual 2016-2017 Operations*
Description of project or event for which funding is requested: *Ongoing Activities and Tours*

Location of project or event:

GRANT AMOUNTS:

Amount Requested for 2016-2017	\$ 30,000.
Amount Received for 2015-2016	\$ 30,000.
% increase requested over last year's grant	0%

2016-2017 Organization Budget Summary

	City Funds	Other Funds	Total
Personnel		26,000	26,000
Contracted Services		18,000	18,000
Travel			
Rental Expense			
Depreciation/Mortgage			
Advertising			
Insurance		2,000	2,000
Other expenses		9,000	9,000
Volunteer Time		5,000	35,000
Donated Goods/Services		2,000	2,000
Total	30,000	62,000	92,000

Grants to an organization will not exceed 35% of the organization's adopted budget

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	\$ 15,000
Corporate	5,000
Foundations	4,000
<u>Fees</u>	
Admissions + Donations	15,000
Applications Building Use	12,000
Vendors	_____
Tuition	_____
 <u>Concessions</u> Oil & Gas Royalty	 2,000
<u>Memberships</u>	4,000
<u>Subscriptions</u> Interest Income + Other	5,000
<u>Other</u>	_____
Total	\$ 68,000

How many people do you expect will visit Tomball from out-of-town as a result of this project or event? Explain the basis of your answer to the preceding question:

As of August 2016, we have had visitors from 17 states, 6 foreign countries, and 27 Texas cities. These numbers represent 7 months of attendees and we still have 4 months left in 2016. We expect 2500-3000 people will be attending/visiting the Museum with a huge crowd at the Annual Christmas Candlelight Tour during the second weekend in December.

Are attendees for this event or users of this project expected to stay over-night in Tomball hotels or motels? If you answer yes to this question, state the basis for your answer:

Many of our visitors are from out of state or foreign countries as noted above, these are visiting Tomball and not local people.

Organization Contact Name, Title, Address and Phone Number:

Charles Hall - President

Jean Alexander - Director

Contact's Signature:

Charles R. Hall

Date:

8/12/16

Projects and Activities Planned for 2016-2017 at the Tomball Museum

Continue the annual Candlelight Tours celebration on the second week-end of December. Santa will be there for the children. Ten children choirs will be performing in the Church and two bands will perform in the Barn. Docents will be hosting visitors in each of the buildings providing the history about each building and answering any questions from the visitors. Refreshments will be served in the Fellowship Hall. We anticipated about 1000 visitors each night.

The Tomball Quilters will be exhibiting their quilts and providing information about quilting history and the techniques in sewing quilts. We are expecting about 150-200 or about 50 more than in the spring of 2016.

An oil well pumping unit has been donated to the Museum to complement the Oil Camp Exhibit. Additional equipment is needed to complete the parts to make the unit complete. Then we will erect it on a recently poured concrete slab.

After pouring additional concrete to provide for two patios to serve as sitting areas for visitors and photographers, we want to add park benches to serve as seating for our visitors. One patio is on the east part of the Museum by the School House and the second is on the west side of the Museum Complex. At the Bluebonnet/Indian Paintbrush Site.

Plans are to paint the School House in 2017 since we could not schedule this project for 2016 as originally due to storm damages to the School House last April. The copula was destroyed on the roof of the school and the bell was damaged. We will be constructing a new copula and installing the bell where it can be rung when we have the third grade history classes visiting for their Texas history lessons. We can ring the bell at the school which will be great for the 15 bus loads of third graders visiting next spring.

Complete the erection of the historic Tomball area windmill. We plan to hook-up water to the Windmill to demonstrate how it functioned on the farm and ranch years ago.

Complete the Museum Coloring Book for the children visiting the Museum. It should be noted that this project was put on hold due to Diane Holland's death as she chaired this project.

Construct and erect a metal covering over the Sawmill. This project had to be delayed due to our inability to get a City Building Permit at the same time as the Windmill Project.

Complete the DVD's of the Buble Pictures depicting life in and around Tomball in the 1940's and 1950's to show visitors at the Museum.

Replace the existing Christmas Lights on the Church with a commercially LED lights.
Additional buildings will be changed out in future years

Estimate of Planned Projects and Maintenance for year of 2016-2017

Construct and erect a metal roof over the Sawmill exhibit	\$ 15,000
Power was, sand, replace Copula, prime, and paint the School House	\$ 5,000
Purchase and install metal park benches on the two concrete patios	\$ 2,000
Purchase and install commercial grade LED lights on the Church And Windmill	\$ 2,000
Landscaping Projects and Mowing of the Complex	\$ 4,000
Install and erect an Oilfield Pumping Unit that was donated to Complement the Oil Camp Complex	\$ 2,000
-	-----
Total Estimate	\$ 30,000

Accomplishments and Projects Completed in 2015-2016 at the Tomball Museum

After 2 years of meetings with the City, we have received a building permit to erect the Windmill, previously located on the northeast portion of the City. The land had to be surveyed, replatted, and rezoned for a Museum Complex, a civil engineering study, core samples study, to meet the building requirements for a total cost of about \$ 10,000.

During the April spring rains and storms, the school house had a tree blown into roof causing extensive damage. Two huge holes were in the roof, eight structural rafters were broken, and half of the tin roof had to be replaced. Also, the copula was destroyed and the bell was damaged. The plan for this year was to repaint the school house but, due to the problems that were encountered, we had to substitute the Church painting for this year and delay the schoolhouse until 2017.

A tree removal company had to cut the tree up in pieces and get it off of the roof of the school house. Then the tree had to be cut down and removed. Also, some low limbs over the parking lot were cut off and taken away.

Additional sidewalks were constructed to go to the back of the Oil Camp House to the back door and extended to the Bluebonnet/Indian Paintbrush Patch as well.

Two concrete patios were poured to accommodate visitors to the east and west areas of the Museum. The patios are for sitting area for visitors. Funds are being requested to purchase and install park benches for visitors and photographers sitting areas... It should be noted that we have about 100-150 people a month that take pictures at the Museum.

Also, at the City's request, we changed our signage to "Welcome to the Tomball Museum" instead of the "Private Property" designation...

The Tomball Garden Club has planted new shrubbery and flowers around the buildings and exhibits. The visual appearance has been noted and many complements have been received. Special thanks of appreciation to the Garden Club.

A new activity was added to the schedule of events this year. The Tomball Quilters Club displayed about 40 quilts on April 9, 2016. They displayed their quilts in the Church and about 75-100 people attended. Special thanks to this group and their Chairperson Denise Nelson. They would like to continue this activity each year and to answer questions about the history and sewing of quilts.

Candlelight Tours were conducted this past Christmas at each decorated building. Docents provided the history about each building and answered questions from the visitors. Santa was there to greet and talk with the kids. Ten choirs sang in the Church and two bands provided music for the visitors in the Barn.

Application for Grant to the City Of Tomball

August 12, 2016

The function of the Spring Creek County Historical Association (Tomball Museum) is to preserve the history of Tomball and the surrounding community for the present and future generations. The Museum provides our tourists, citizens, school children, church groups, senior citizens, scouts, and other organizations an opportunity to look back in time and see the history of Tomball through guided tours of our historic homes, businesses, and other exhibits. We provide tours for school children (at no cost to the schools) to instill an awareness of Tomball's history.

The future of the Museum depends on significant financial support from the City and donations from our citizens. These funds help provide for the Candlelight Tours of the Museum facilities at Christmas; Annual Heritage Tea Celebration in April honoring individual(s) that have contributed to the civic and/or cultural activities of the City Of Tomball. The Museum needs the City's financial support for operational and continual maintenance expenses of 10 historic buildings most of which are over 100 years old.

The Museum meets practically all of the guidelines for the Hotel Occupancy Tax policy.

The Museum supports the Chamber's goals and we promote the City with tours on Sunday's and Thursday's each week for visitors to Tomball throughout the entire year.

The Museum has its own Website on the Internet, and is a member of the Chamber Of Commerce, and the local newspapers write articles and publicize the Museum's various activities.

The Purpose of This Association

(Article II)

Promotion of historical, cultural, and educational pursuits.

Discovery, collection, and preservation of any and all articles, materials, documents, and other objects which may establish or illustrate the history, growth or population, culture, education, resources, trade and daily life in the area of northern Harris County and contiguous areas.

Maintenance of a museum center consisting of as many buildings as may be deemed expedient or necessary, consistent with resources of The Association; the collection, exhibition, and preservation of all such articles, property, and objects of historical value; and enlisting the interest and support of the people and institutions of the area in its historical background and its cultural ideals.

To accept, receive, and acquire funds, stocks, securities, and property by donations, bequests, and devices, or otherwise; hold, invest, reinvest, convert, exchange, lease, sell, transfer, mortgage, pledge, and dispose of any and all funds, stocks, securities, and properties so received or acquired for the purpose of constructing, providing, operating, and maintaining said museum; and to do all acts, exercise all powers, and assume all obligations necessary or incident thereto under and in accordance with provisions of the Texas Non-Profit Corporation Act.

The Corporation shall have no capital stock and shall be a non-profit corporation.

SPRING CREEK COUNTY HISTORICAL ASSOCIATION

2017 BUDGET

REVENUES

DONATIONS - UNDESIGNATED	\$12,000
DONATIONS - DESIGNATED	\$5,000
BUILDING USE FEES	\$29,000
CITY HOTEL TAX REVENUE (REQUESTED)	\$30,000
MEMBERSHIP DUES	\$3,000
OIL/GAS ROYALTY INCOME	\$5,000
INTEREST INCOME	\$3,000
DONATIONS - CANDLELIGHT TOUR/HERITAGE TEA	\$2,000
MISCELLANEOUS INCOME	\$3,000
 TOTAL REVENUES	 \$92,000

EXPENSES

SALARIES	\$24,000
FICA EXPENSE	\$2,000
ACCOUNTING & BOOK-KEEPING	\$3,000
CANDLELIGHT TOUR EXPENSES	\$2,000
HERITAGE TEA EXPENSE	\$1,000
LIABILITY INSURANCE EXPENSE (INC. D&O POLICY)	\$2,000
JANITOR/CLEANING	\$1,200
MISCELLANEOUS EXPENSES	\$1,000
OFFICE EXPENSE	\$1,000
POSTAGE	\$1,000
NEW PROJECTS, REPAIRS & MAINTAINANCE (EXPENSES)	\$30,000
SECURITY EXPENSE	\$1,000
SUPPLIES	\$600
TELEPHONE/WEB-SITE	\$1,500
UTILITIES	\$9,000
BUILDING USE EXPENSE	\$1,500
PEST CONTROL	\$500
PUBLICITY (NEW BROCHURE)	\$1,500
DUES & SUBSCRIPTIONS	\$200
YARD MAINTAINANCE	\$8,000
 TOTAL EXPENSES	 \$92,000

NET REVENUE

\$0

ELLEN H. STUTTS

CERTIFIED PUBLIC ACCOUNTANT
14011 PARK DRIVE • SUITE 113
TOMBALL, TEXAS 77377

THE TEXAS SOCIETY OF
CERTIFIED PUBLIC ACCOUNTANTS

281-290-0626
281-351-5378 FAX

Independent Accountant's Compilation Report

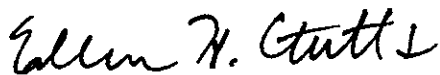
To the Board of Directors
Spring Creek County
Historical Association

I have compiled the accompanying statement of assets, liabilities and fund balance— income tax basis of Spring Creek County Historical Association (a not for profit organization) as of June 30, 2016 and the related statement of revenue and expenses for the six month periods then ended, and the accompanying supplementary statement of fund balance – income tax basis. I have not audited or reviewed the accompanying financial statements and, accordingly, do not express an opinion or provide any assurance about whether the financial statements are in accordance with accounting principles generally accepted in the United States of America.

Management is responsible for the preparation and fair presentation of the financial statements in accordance with accounting principles generally accepted in the United States of America and for designing, implementing, and maintaining internal control relevant to the preparation and fair presentation of the financial statements.

My responsibility is to conduct the compilation in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants. The objective of a compilation is to assist management in presenting financial information in the form of financial statements without undertaking to obtain or provide any assurance that there are no material modifications that should be made to the financial statements.

Management has elected to omit substantially all of the disclosures required by accounting principles generally accepted in the United States of America. If the omitted disclosures were included in the financial statements, they might influence the user's conclusions about the Association's financial position, changes in net assets, and cash flows. Accordingly, these financial statements are not designed for those who are not informed about such matters.



Ellen H. Stutts
July 19, 2016

SPRING CREEK COUNTY HISTORICAL ASSN.
STATEMENT OF ASSETS, LIABILITIES & FUND BALANCE
INCOME TAX BASIS
JUNE 30, 2016

ASSETS

CURRENT ASSETS

CASH - SPIRIT OF TEXAS BK 2	\$	85,896.50
CD - FNBK BELLVILLE		100,000.00
CD - FNBK BELLVILLE-2		100,000.00
CD - SPIRIT OF TEXAS BK 2		103,281.20

TOTAL CURRENT ASSETS		389,177.70
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PROPERTY AND EQUIPMENT

FURNITURE & FIXTURES		52,294.97
ALARM SYSTEM - GH&TH		1,900.00
JAIL		3,105.50
SAWMILL		4,380.00
GAZEBO		2,552.10
BUILDINGS		132,134.17
SPRINKLER SYSTEM		5,398.01
SIDEWALK		7,768.50
LAND		70,055.79
ACCUM DEPRECIATION		(202,719.00)

TOTAL PROPERTY AND EQUIPMENT		76,870.04
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OTHER ASSETS

DEPOSITS		400.00
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TOTAL OTHER ASSETS		400.00
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TOTAL ASSETS	\$	466,447.74
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LIABILITIES & FUND BALANCE

CURRENT LIABILITIES

FEDERAL INCOME TAX W/H	\$	276.00
FICA/MEDICARE PAYABLE		523.26

TOTAL CURRENT LIABILITIES		799.26
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LONG-TERM LIABILITIES

TOTAL LONG-TERM LIABILITIES		0.00
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TOTAL LIABILITIES		799.26
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FUND BALANCE

FUND BALANCE		478,418.08
NET REVENUE		(12,769.60)

TOTAL FUND BALANCE		465,648.48
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TOTAL LIABILITIES & FUND BALANCE	\$	466,447.74
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SPRING CREEK COUNTY HISTORICAL ASSN.
STATEMENT OF REVENUE & EXPENSES
INCOME TAX BASIS
FOR THE SIX PERIODS ENDING JUNE 30, 2016

	Current Month		Year to Date	
REVENUES				
DONATIONS-UNDESIGNATED	716.00	45.82	5,385.00	39.62
DONATIONS-TOURS	170.00	10.88	214.00	1.57
DONATIONS-COBB-MCCOURT	0.00	0.00	500.00	3.68
DONATIONS-OIL PATCH KIDS FUND	0.00	0.00	2,000.00	14.71
BUILDING USE FEES	(250.00)	(16.00)	2,025.00	14.90
MEMBERSHIP DUES	0.00	0.00	150.00	1.10
OIL/GAS ROYALTY INCOME	409.39	26.20	1,412.12	10.39
INTEREST INCOME	517.08	33.09	1,868.22	13.74
MISCELLANEOUS INCOME	0.00	0.00	38.00	0.28
TOTAL REVENUES	1,562.47	100.00	13,592.34	100.00
EXPENSES				
SALARIES	1,140.00	72.96	6,840.00	50.32
FICA/MEDICARE EXPENSE	87.21	5.58	523.26	3.85
ACCOUNTING & BOOKKEEPING	0.00	0.00	700.00	5.15
CANDLELIGHT TOURS EXPENSE	0.00	0.00	100.26	0.74
DEPRECIATION EXPENSE	200.00	12.80	1,200.00	8.83
DOCENT EXPENSE	200.00	12.80	2,650.00	19.50
DUES & SUBSCRIPTIONS	0.00	0.00	195.00	1.43
JANITOR	200.00	12.80	1,240.00	9.12
MISCELLANEOUS EXPENSE	290.22	18.57	340.22	2.50
OIL PATCH KIDS SCHOLARSHIP	0.00	0.00	1,000.00	7.36
OFFICE EXPENSE	82.00	5.25	219.99	1.62
PROMOTION & ADVERTISING	85.00	5.44	85.00	0.63
REPAIRS & MAINTENANCE	114.87	7.35	2,109.66	15.52
REPAIRS - THEISS HOUSE	0.00	0.00	188.37	1.39
SECURITY EXPENSE	0.00	0.00	147.73	1.09
SUPPLIES	42.95	2.75	340.65	2.51
TELEPHONE	74.20	4.75	445.08	3.27
UTILITIES	477.79	30.58	4,036.72	29.70
YARD MAINTENANCE	750.00	48.00	4,000.00	29.43
TOTAL EXPENSES	3,744.24	239.64	26,361.94	193.95
NET REVENUE	\$ (2,181.77)	(139.64)	\$ (12,769.60)	(93.95)

SPRING CREEK COUNTY HISTORICAL ASSOCIATION
STATEMENT OF FUND BALANCE
JUNE 30, 2016

FUND BALANCE, UNDESIGNATED	\$ 462,148.48
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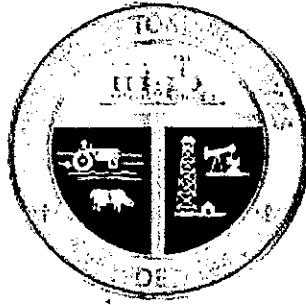
FUND BALANCE, DESIGNATED:

GRANTS:

COBB-McCOURT FAMILY	\$ 2,500.00
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OIL PATCH KIDS	<u>1,000.00</u>	<u>3,500.00</u>
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TOTAL FUND BALANCE	<u>\$ 465,648.48</u>
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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.

Charles R. Hall

Signature of Authorizing Official

8/12/16

Date

Charles R. Hall

Typed Name

President

Title within Organization

C-832-656-8181

H-281-351-0570

Telephone

crhall2@sbcglobal.net

Email address

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 19, 2016

Topic:

Consider Approval of Professional Services Agreement with RG Miller Engineers in the Amount of \$80,000 for Implementation of Permit Year 4 of the City of Tomball's Storm Water Management Program (SWMP)

Background:

The City of Tomball is a regulated small MS4 and is required to secure coverage under Texas Commission on Environmental Quality (TCEQ) Permit No. TXR040000. The permit requires the City to develop and implement a five year plan known as a Stormwater Management Program (SWMP) which includes the following elements:

- Public Education, Outreach and Involvement
- Illicit Discharge Detection and Elimination
- Construction Site Stormwater Runoff Control
- Post-Construction Stormwater Management in New Development and Redevelopment
- Pollution Prevention and Good Housekeeping for Municipal Operations
- Focused Controls to Reduce Bacteria Loadings

In 2014, RG Miller Engineers developed the City's SWMP and submitted the SWMP along with application materials to the TCEQ. The Professional Services Agreement covers the year 4 tasks as outlined in the SWMP. Again, this an unfunded federal and state mandate and is also a budgeted item in the adopted FY 17 budget.

Origination:

Community Development Department

Recommendation:

Approval

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

Community Development Director

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

ATTACHMENTS:

Professional Services Agreement

**PROFESSIONAL SERVICES AGREEMENT
FOR
ENGINEERING SERVICES
RELATED TO
STORMWATER MANAGEMENT PROGRAM FOR THE
SMALL MUNICIPAL SEPARATE STORM SEWER SYSTEM (MS4)
PERMIT TXR040000**

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

THIS AGREEMENT made on the _____ day of _____, 20____ entered into, and executed by and between the City of Tomball, Texas (the "City"), a municipal corporation of the State of Texas, and RG Miller Engineers, Inc. ("Engineer").

WITNESSETH:

WHEREAS, the City desires to implement Permit Year 4 of the City's Storm Water Management Program (SWMP) and report to the Texas Commission on Environmental Quality (TCEQ) (the "Project"); and

WHEREAS, the services of a professional engineering firm are necessary to implement Permit Year 4 of the SWMP in compliance with state regulations, and

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

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 three hundred sixty-five (365) 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.

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.

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 \$80,000.00.

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:

RG Miller Engineers, Inc.
16340 Park Ten Place, Suite 350
Houston, Texas 77084
Attn: Michael Bloom

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 St.
Tomball, Texas 77375
Attn: Community Development Director

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 City Manager of said City and attested by the City Secretary and _____, acting by and through its duly authorized officer/representative, does now sign, execute, and deliver this instrument.

EXECUTED on this _____ day of _____, 2016.

ENGINEER:

By: _____
Name: _____
Title: _____

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"

CITY OF TOMBALL

Small Municipal Separate Storm Sewer System (MS4) Permit TXR040000 Implementation Services For Permit Year 4 (October 1, 2016 to September 30, 2017)

SCOPE OF WORK

PROJECT UNDERSTANDING

The City of Tomball (the "City") is a regulated small MS4 and is required to secure coverage under Texas Commission on Environmental Quality (TCEQ) Permit No. TXR040000. The permit requires the City to develop and implement a five year plan known as a Stormwater Management Program (SWMP) which includes the following elements:

- Public Education, Outreach, and Involvement
- Illicit Discharge Detection and Elimination
- Construction Site Stormwater Runoff Control
- Post-Construction Stormwater Management in New Development and Redevelopment
- Pollution Prevention and Good Housekeeping for Municipal Operations
- Focused Controls to Reduce Bacteria Loadings

The SWMP must define selected best management practices (BMPs), measurable goals, legal authority, and deadlines (or frequency of actions) that illustrate that each program will be fully implemented.

Under previous contract assignments, R. G. Miller Engineers, Inc. (RGME) developed the City's SWMP; submitted the SWMP along with application materials to the TCEQ; received the City's authorization for coverage; and assisted the City with implementation of compliance activities from December 12, 2013 through September 30, 2016 (Permit Years 1 through 3).

SCOPE OF SERVICES

RGME will conduct the following tasks to assist the City in its SWMP implementation efforts:

- Task 1 – Administration
- Task 2 – Public Education and Outreach
- Task 3 – Illicit Discharge Detection and Elimination
- Task 4 – Construction Site Runoff Control
- Task 5 – Post-Construction Runoff Control
- Task 6 – Pollution Prevention/Good Housekeeping
- Task 7 – Focused Controls to Reduce Bacteria Loadings

Each proposed task is outlined below and fall into two categories for budgeting purposes. First, some identified tasks must occur for compliance reasons and are not dependent on field conditions or other variables outside of the control of RGME or the City. Our estimate includes funding for these identified tasks as part of a “base budget” amount. This is noted after each task by “BB.” Second, some tasks will only be conducted under certain circumstances and depend upon field conditions or other variables outside of the control of RGME and the City. Our estimate includes funding for those potential tasks as part of a “contingency budget” amount. This is noted after each task by “CB.”

Task 1 – Administration

- Provide project management and TCEQ coordination from October 2016 to September 2017 (BB).
- Prepare and submit Annual Report covering Permit Year 3 (calendar year 2016) by March 31, 2017 (BB).

Task 2 – Public Education and Outreach

- Staff complaint hotline from October 2016 to September 30, 2017 (BB). Document stormwater quality complaints and calls and follow-up with City staff as required.
- Design two separate educational articles for placement on the web and in social media between January 2017 and September 2017 (BB).

Task 3 – Illicit Discharge Detection and Elimination

- Maintain log of litter and dumping sites during all permit years, based on city staff reports (BB).
- Maintain log of litter and dumping abatement activities during all permit years, based on city staff reports (BB).
- Update storm sewer system map once prior to September 30, 2017 (BB).
- Assist City in adopting illicit discharge program ordinance by September 30, 2017 (BB).
- Develop procedures describing how illegal dumping sites will be identified, investigated, and eliminated by September 30, 2017 (BB).

Task 4 – Construction Site Runoff Control

- Assist with adoption of revised construction runoff control ordinance by September 30, 2017 (BB).
- Develop revised construction site runoff control criteria manual by September 30, 2017 (BB).
- Develop construction site enforcement policy by September 30, 2017 (BB).

Task 5 – Post-Construction Runoff Control

- Create and assist with adoption of an ordinance that requires permanent stormwater quality BMPs in new development and significant redevelopment by September 30, 2017 (BB).
- Develop revised criteria manual and material relating to new development and significant redevelopment by September 30, 2017 (BB).
- Develop site plan review procedure and checklist by June 2017 (BB).
- Develop standard operating procedure (for inspections of city-owned BMPs) and inventory of city-owned permanent stormwater quality BMPs by June 2017 (BB).
- Create and assist with adoption of an annual renewal process for third party permanent stormwater quality BMPs in new development and significant redevelopment by June 2017 (BB).

Task 6 – Pollution Prevention/Good Housekeeping

- Audit City facilities for presence of spill response kits once each permit year (BB).
- Train employees for all program areas once each permit year (BB).
- Develop written pollution prevention plan for city facilities with pollutants of concern by September 30, 2017 (BB).
- Develop written inspection procedure and checklist for city facilities by September 30, 2017 (BB).
- Develop inventory of city-owned facilities and stormwater pollutant controls by September 30, 2017 (BB).

Task 7 – Focused Controls to Reduce Bacteria Loadings

- Develop map of sanitary sewer collection system by age with overflow locations noted by June 2017 (BB).
- Develop collection system evaluation process by September 2017 (BB).
- Develop employee training materials for identifying and reporting overflows by June 2017 (BB).
- Train employees using overflow reporting materials by June 2017 (BB).
- Develop citizen education materials for identifying and reporting overflows by June 2017 (BB).
- Review, update, and assist with adoption of an enhanced sewer use ordinance that addresses fats, oils, grease, and wipes by June 2017 (BB).
- Develop public education program relating to fats, oils, grease, and wipes and distribute first content by June 2017 (BB).
- Conduct “drive-by” inspections of identified priority areas served by septic systems by September 30, 2017 (BB).
- Visually inspect creeks and drainage ways (receiving discharges from the Tomball MS4) in TMDL watersheds by September 30, 2017 (BB).
- Investigate any found discharges in TMDL watersheds by September 30, 2017 (CB).

- Assist City to take enforcement actions to eliminate pollutant discharges in TMDL watersheds by September 30, 2017 (CB).
- Identify and map significant animal source facilities that might discharge pollutants to TMDL watersheds by September 30, 2017 (BB).
- Evaluate animal source facilities that may discharge pollutants to TMDL watersheds and relevant regulations and legal authority to regulate these facilities by September 30, 2017 (BB).
- Develop and assist with adoption of regulation of animal source facilities (if required) by September 30, 2017 (CB).
- Develop and assist with adoption of pet waste management regulation by September 30, 2017 (BB).

SCHEDULE

Services will be performed in accord with the deadlines noted above.

COMPENSATION

The City will compensate RGME on a lump sum / percent complete basis for an amount not to exceed **\$80,000.00**. Compensation will not exceed this amount unless a written amendment to this contract is executed by both parties.

ATTACHMENT "B"

INSURANCE

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 19, 2016

Topic:

Authorize the City Manager to Execute Necessary IRS Documents in Regards to the Dedication of Right-of-Way to the City of Tomball along Medical Complex Drive

Background:

As part of the platting process for the JTS Subdivision and KCS Subdivision, 10 foot right-of-way dedications were required along Medical Complex Drive in accordance with the City of Tomball Major Thoroughfare Plan. A 10 foot strip of right-of-way was dedicated to the City of Tomball on both the north side and south side of Medical Complex Drive.

Jeff Stallones, the donor, reached out to the City Manager in regards to executing the necessary IRS documents for the dedications.

Origination:

Jeff Stallones

Recommendation:

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

Community Development Department

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

ATTACHMENTS:

JTS Subdivision
KCS Subdivision

Being a subdivision of 7.3681 acres of land situated in the John M. Hooper Survey, Abstract Number 375, of Harris County, Texas, and being out of and part of a called 8.489 acres as described in deed recorded in Clerk's File Number S026291 of the Real Property Records of Harris County, Texas.

CURVE	DELTA ANGLE	RADIUS	ARC LENGTH	TANGENT	CHORD LENGTH	CHORD BEARING
C1	06°05'01"	3289.04'	349.23'	174.78'	349.06'	S 18°48'11" E

LINE	BEARING	DISTANCE
L1	N 87°23'26" E	71.19'
L2	S 10°17'43" E	70.55'
L3	S 33°13'38" W	34.76'

We, KCS Development, LTD, a Texas limited partnership, acting by and through JEFF STALLONES, its general partner, being an officer of KCS Development, LTD, hereinafter referred to as owner of the 7.3681 acre tract of land located in the County of Tarrant, State of Texas, do hereby make and establish said subdivision of said property according to all liens, dedications, restrictions and notations on said plat and hereby dedicate to the public use of the State of Texas, all easements, rights of way, drains, easements and public places shown thereon for the purposes and considerations therein expressed; and do hereby bind myself, my heirs, assigns and assigns, and assigns to warrant and forever defend the title to the land so dedicated.

FURTHER, owner has dedicated and by these presents does dedicate to the use of the public for public utility purposes forever an unobstructed aerial easement five feet (5') in width from a plane twenty feet (20') above the ground level upward, located adjacent to all public utility easements shown hereon.

FURTHER, owner does hereby dedicate to the public a strip of land fifteen feet (15') wide on each side of the center line of any and all existing or existing, draws, sloughs, or other natural or artificial drainage courses located and depicted upon a subdivision map as easements for drainage purposes, giving the City of Tomball, Harris County, or any other governmental agency, the right to enter upon said easement at any and all times for the purpose of construction and maintenance of drainage facilities and structures.

FURTHER, owner, does hereby covenant and agree that all of the property within the boundaries of this plat and adjacent to any drainage easement, ditch, gully, creek or natural drainage way shall hereby be restricted to keep such drainage ways and easements clear of fences, buildings, planting, and other obstructions to the operation and maintenance of the drainage facility and that such abutting property shall not be permitted to drain directly into this easement, except by means of an approved drainage structure.

IN TESTIMONY WHEREOF, KCS Development, LTD, has caused these presents to be signed by Jeff Stallones, its general partner, thereunto authorized, this 29th day of July, 2015.

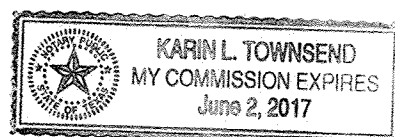
KCS Development, LTD
By: 
Jeff Stallones, its General Partner

BEFORE ME, the undersigned authority, on this day personally appeared Jeff Stallones, General Partner of KCS Development, LTD., known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that she executed the same for the purposes and considerations therein expressed and in the capacity therein and herein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 29th
day of July, 2015.

Notary Public in and for the State of Texas

My Commission Expires:



RECORDER'S MEMORANDUM
At the time of recordation, this instrument was found to be inadequate for the best photographic reproduction because of illegibility, carbon or photo copy, discolored paper, etc. All blackouts, additions and changes were present at the time the instrument was filed and recorded.

8/25/2015 HCCPIRP2 60.00

FILED

8/25/2015 11:37 AM

Stan Stewart

COUNTY CLERK

Notes:
Public Easements:
Public easements denoted on this plat are hereby dedicated to the public forever. Any public utility, including the City of Tomball, shall have the right at all times, of ingress and egress, to and from and upon said easements for the purpose of construction, reconstruction, inspection, protection, maintaining and adding to or removing all or part of its respective systems without the necessity of any time of procuring the permission of the property owner. Any public utility, including the City of Tomball, shall have the right to move and keep moved all or part of any building, fences, trees, shrubs, other growths or improvements that in any way endanger or interfere with the operation of its respective systems or its respective systems on any easements shown on this plat. Neither the City of Tomball nor any other public utility shall be responsible for any damages to property within an easement caused by the removal or relocation of any obstruction in the public easement.

According to FEMA Form Panel No. 4820102010-L
(Effective Date June 18, 2007), this property is in Zone
"X" and is not in the 0.2% Annual Chance Flood Plain.
All oil/gas pipelines or pipeline easements with ownership
through the subdivision have been shown.
Note #2:
All oil/gas wells with ownership (plugged, abandoned,
and/or active) through the subdivision have been shown.
Note #3:
No building or structure shall be constructed across any
pipeline, building line, and/or easements. Building
setback lines will be required adjacent to oil/gas
pipelines. The setbacks at a minimum should be 15
feet for low pressure gas lines, and 30
feet off centerline of high pressure gas lines.
Note #4:
This plat does not attempt to amend or remove any
valid restrictions or covenants.

Note #5:
The building lines shown on this plat shall be in addition to, and shall not replace, any building lines by the City of Tomball Code of Ordinances at the time of the development of this property.

Note #6:
Subject to zoning ordinances of the City of Tomball now in effect.

Note #7
Subject to a pipeline right-of-way granted to Humble Oil & Refining Company per Vol. 931, Pg. 735 and Vol. 957, Pg. 210 both of D.R.H.C.T. and amended by CF NO. R733844 R.P.R.H.C.T.

M.R.H.C.T. = MAP RECORDS OF HARRIS COUNTY TEXAS
R.P.R.H.C.T. = REAL PROPERTY RECORDS OF HARRIS
COUNTY TEXAS
B.L. = BUILDING LINE
C.O.T.U.E. = UTILITY EASEMENT DEDICATED TO THE CITY
OF TOMBALL.
BL = BUILDING LINE
VOL. = VOLUME
PG. = PAGE
CF NO. = CLERK'S FILE NUMBER
FC NO. = FILM CODE NUMBER

This is to certify that the Planning and Zoning Commission of the City of Tomball, Texas, has approved this plat and subdivision of KCS SUBDIVISION in conformance with the laws of the State of Texas and the ordinances of the City of Tomball as shown hereon and authorized the recording of this plat this 19th day of AUGUST, 2015.

By: Barbara Tague
Barbara Tague
Chairman

By: Darrell E. Roquemore
Darrell Roquemore
Vice Chairman

We, the City Manager and the City Engineer for the City of Tomball, do hereby certify that this plat complies with the City of Tomball ordinance.

George Shackelford, City Manager

Lori Lakatos, P.E.
City Engineer

This is to certify that the City accepts the Planning & Zoning Commission's authorized approval and acceptance of all dedicated public easements in conformance with the laws of the State of Texas the ordinance of the City of Tomball, as shown hereon and authorized the recording of this plat this 17th day of August 2015.

by: Gretchen Fagan, Mayor


Doris Speer, City Secretary

I, Steven L. Crews, am authorized under the laws of the State of Texas to practice the profession of surveying and hereby certify that the above subdivision is true and correct, was prepared from an actual survey of the property made under my supervision on the ground; that all boundary corners, angle points, points of curvature, and other points of reference not found have been marked with iron rods having an outside diameter of not less than three-quarter inch (3/4") and a length of not less than three feet (3'); and that the plat boundary corners have been tied to the nearest survey corner.

Steven L. Crews
Steven L. Crews
Texas Registration Number 4141



Harris County Clerk Certificate of Filing:

I, Stan Stanart, County Clerk of Harris County, Texas, do hereby certify that the within instrument with its certificate of authentication was filed for registration in my office on August 25, 2015, at 11:37 o'clock A.M., and duly recorded on August 25, 2015, at 12:37 o'clock P.M., and at Film Code No. 675571 of the Map Records of Harris County for said County.

Witness my hand and seal of office, at Houston, the day and date last above written.

STAN STANART
Stan Stanart
County Clerk
of Harris County, Texas

By: EDWINA V. MACK
Deputy EDWINA V. MACK

Survivor:

C & C Surveying Inc.

7424 FM 1488, Suite A Magnolia, Texas 77354
Office: 281-356-5172 Fax: 281-356-1935

Owner:
KCS DEVELOPMENT, LTD.

46 Palmer Crest
Spring, Texas 77381
713-899-4710

July 2015
Sheet 1 of

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 19, 2016

Topic:

Award Proposal for Implementation of Landfill Gas Remediation Plan to Raba Kistner Environmental in the amount of \$66,850.00

Background:

Due to detected high levels of methane gas at the City owned closed landfill, ongoing remediation is required to ensure the methane gas does not migrate outside the boundary of the landfill. Higher levels of methane gas were detected around the outside boundary, prompting the TCEQ to require the City to install additional probes to monitor the gas migration offsite. During remediation those probes did detect gas migration, therefore installation of additional vents are now required by the TCEQ along the outside boundaries of the landfill.

The scope of the proposed contract with Raba Kistner Environment will include the installation and monitoring of 12 passive SVE vents and submission of the revised modification application for the landfill.

Origination:

Public Works Department

Recommendation:

Public Works Staff recommends approving the proposal from Raba Kistner Environmental in the amount of \$66,850.00

Funding:

Yes

Account Number:100-155-6304

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:

Proposal for Implementation of Landfill Gas Remediation Plan

Proposal No. PSF16-328-00
August 18, 2016



Raba Kistner
Environmental, Inc.
12821 W. Golden Lane
San Antonio, TX 78249

P.O. Box 690287
San Antonio, TX 78269-0287

www.rkci.com

P 210 :: 699 :: 9090

F 210 :: 699 :: 6426

TBPE Firm F-3257

Mr. Robert Hauck
Assistant City Manager
City of Tomball
501 James Street
Tomball, Texas 77375

**RE: Proposal for Implementation of Landfill Gas Remediation Plan
Closed City of Tomball Landfill
Tomball, Harris County, Texas
MSW Permit No. 1140A
RN102120755/CN600667190**

Dear Mr. Hauck:

Raba Kistner Environmental, Inc. (RKEI) is pleased to submit this proposal to the City of Tomball (CoT - CLIENT) for the implementation of a landfill gas (i.e., methane) remediation plan for the closed City of Tomball Landfill, Municipal Solid Waste (MSW) Permit No. 1140A, located east of Rudolph Road and north of East Huffsmith Road within the City of Tomball, Harris County, Texas (hereinafter referred to as the FACILITY). The broad scope of the project provides for the following: (i) installation of up to 12 soil vapor extraction (SVE) vents at three strategic locations along the FACILITY perimeter to address methane gas detected at greater than 5 percent (%) volume in air at select perimeter landfill gas (LFG) monitoring stations, (ii) preparing a revised permit modification application (PMA) for MSW Permit 1140A to address notices of deficiency (NODs) to the original PMA identified by the Texas Commission on Environmental Quality (TCEQ), and (iii) assisting the CoT with the public notification process with respect to the revised PMA, as directed by the TCEQ.

This proposal was prepared to define the proposed scope of services, our assumptions, time and cost information, project schedule, and procedures for authorization to initiate project activities.

BACKGROUND

On July 18, 2016 **RKEI** provided the TCEQ notification of the CoT's intent to request a third extension request, and on July 27, 2016 **RKEI** submitted, on behalf of the CoT, a formal request for a 90-day extension to address methane gas detections in excess of 5% volume in air at select perimeter landfill gas detection probes installed along the FACILITY permit boundary. Background information pertaining to the recurring measurement of methane in select perimeter probes (i.e., LGDP-3, LGDP-4 and LGDP-6) is contained in this submittal, in addition to path-forward recommendations (i.e., implementation of a methane gas remediation plan). The extension request is currently under TCEQ review, but **RKEI** understands that approval not necessary to implement the remediation plan.



On June 29, 30 and July 1, 2016, RKEI conducted a subsurface investigation in the form of a bar probe survey to further assess the source(s) or cause(s) of the elevated perimeter methane levels to determine *“the nature and extent of the problem and a proposed remedy”* pursuant to 30 TAC §330.371 (c)(3). RKEI directed the installation of 14 soil borings (i.e., bar probe assessment sampling stations) designated as BP-1 through BP-14 by Vortex Drilling, Inc. (Vortex), an environmental drilling contractor licensed in the State of Texas, at locations outside the FACILITY northern, northeastern and southeastern perimeters to depths of 25 feet below existing grade surface (bgs) utilizing direct-push technology (DPT) methods in order to further evaluate the potential for offsite methane gas migration and/or alternate offsite methane gas sources.

In-situ (i.e., 5-foot increment) and cumulative (i.e., open borehole) soil gas measurements for the bar probe survey indicated methane and carbon dioxide levels (i.e., the two most prevalent landfill gases) were detected at depths on the order of 20 to 25 feet bgs in several of the borings. Specifically, at bar probe borings B-1 through B-6 (which are located proximal to LGDP-3 and LGDP-4), as well as at B-8 and B-9 (which are proximal to LGDP-6), methane levels up to 37.2% volume in air were detected during bar probe installation. Rising carbon dioxide levels were generally consistent with increasing methane levels at depths between 20 and 25 feet bgs. In a majority of these borings, the 20-25 feet bgs depth interval is coincident with a transition from silty and/or sandy clay strata to clayey sand and/or poorly sorted, fine sand. As the sand stratum is more permeable than the overlying clay up to ground surface, this finding is consistent with fact that methane (and carbon dioxide) gas migration occurs by diffusion (i.e., a pressure gradient) along the path of least resistance, with the sand stratum providing a “preferential pathway” for lateral gas migration relative to the relatively impermeable overlying clay strata.

As further discussed herein, information obtained as a result of the subsurface investigation has been utilized to develop a methane gas remediation plan with the objective of addressing periodic methane exceedences at three perimeter points of compliance (POCs), specifically LGDP-3, LGDP-4 and LGDP-6.

SCOPE OF WORK

TASK 1 – Soil Vapor Extraction Vent Installation Activities

As shown on the attached **Figure 1 – Proposed SVE Vent Location Map**, in order to intercept methane gas presumably migrating from the FACILITY waste disposal areas to the three perimeter methane detection monitoring points currently out of compliance (i.e., LGDP-3, LGDP-4 and LGDP-6), it is proposed that a battery of four passive SVE vents be installed between waste cells B, C and I and LGDP-3, LGDP-4 and LGDP-6, respectively, totaling 12 passive SVE vent installations. Within each of the three batteries, the four passive SVE vents will be constructed approximately 25 feet apart and screened over 10-foot depth intervals within the sand stratum. It is anticipated that this will provide an approximate 100⁺-foot “zone of influence” which will vent subsurface of methane gas detected during the bar probe survey prior to it reaching FACILITY perimeter detection probes LGDP-3, LGDP-4 and LGDP-6, which constitute the regulatory POCs currently out of compliance.

As a visual aid to the following description of passive SVE well construction, please refer to the attached **Figure 2 – Typical SVE Vent Construction Diagram**. Borehole for the vents will be drilled to depths on the order of 30 to 35 feet bgs using hollow-stem auger drilling methods by a an environmental driller licensed in the State of Texas. Hollow-stem auger drilling methods will ensure the borehole remains open for vent construction. As vent installation activities will be conducted outside of waste disposal areas B, C and I, it is not anticipated that buried municipal solid waste (MSW) will be encountered or generated during drilling.

During boring installation, soils will be continuously sampled and logged noting composition and texture, color, degree of moisture and visual or olfactory indications of environmental impact. Representative samples will be screened in the field for the presence of volatile organic compounds (VOCs) using a pre-calibrated organic vapor monitor (OVM). Drilling observations and OVM screening results will be recorded in the field and utilized to generate State of Texas Well Reports that will be prepared by the driller and attached to the field activity report documenting passive SVE vent installation activities. The open boreholes and breathing zone surrounding field personnel will also be screened for the presence of landfill gas (i.e., methane and hydrogen sulfide) and VOCs utilizing properly calibrated field monitoring equipment. Should unsafe levels of methane (i.e., greater than 1.25% methane by volume in air or 25% of the lower explosive limit) be detected during drilling operations, field activities will cease until the hydrogen sulfide and/or methane concentration is deemed safe to resume following dissipation.

Any soil exhibiting visual/olfactory or OVM field-screening indications of impact, or soil with intermixed MSW (if encountered) will be segregated, staged on 6-mil plastic sheeting, and covered at the end of each workday pending environmental sampling and analytical testing for waste disposal classification purposes. As it is not anticipated that apparently affected soil and/or MSW will be encountered or generated during vent borehole drilling activities, for budgetary purposes it is assumed that no in-situ grab or stockpile composite samples will be collected or analyzed in conjunction with SVE vent installation activities. Costs provided herein do not provide for waste profiling or disposal of affected soils and/or MSW generated. If requested by CLIENT, RKEI will provide cost estimates under separate cover for conducting environmental sampling and analysis as necessary to profile wastes and coordinate with a local permitted landfill facility regarding profile development and offsite transport and disposal.

In the absence of indications of environmental impact, drill cuttings will be staged at the FACILITY in an area not covering a waste cell, as directed by CLIENT. It is anticipated that un-impacted drill cuttings will be beneficially reused onsite by the CoT as part of routine FACILITY landfill cap maintenance activities.

The following proposed specifications are provided with respect to proposed SVE vent construction:

- Each passive SVE vent be constructed using 4-inch diameter, schedule-40 PVC casing to an appropriate depth bgs and 10 feet of continuously wrapped (wire wrapped), 0.25-inch slotted stainless steel screen. Stainless steel screen of this construction is recommended to maximize gas intake capacity at each vent, as well as for durability in the event that the vents periodically require hydraulic or pneumatic jetting to remove silt from the vent screened interval. The continuously-wrapped screens will be end-capped at the bottom with a 1-foot PVC sump.

- The annular space between each vent screen and borehole wall will be packed with washed 3/8-inch pea gravel to a depth corresponding to 2 feet above the vent screened interval, then sealed with a minimum of 2 feet of hydrated granular bentonite. The remaining annular space will be grouted with a Portland cement, bentonite and potable water slurry to approximately 2 feet bgs. Each vent will be completed at ground surface with a 3-foot by 3-foot concrete pad. Each vent will have an approximate 7-foot stickup in order to vent methane gas to a safe altitude relative to worker combustion source zones. The top of each vent casing stickup will be fitted with a rotating metal cap, in order to minimize rain water infiltration and create subtle, wind-induced negative pressure to promote methane venting.

Upon completion of SVE vent installation activities, **RKEI** will prepare a brief letter report discussing field activities, borehole logging observations and OVM field-screening results, and worker breathing zone VOC and LFG air monitoring results. It is anticipated that the letter report will include the following elements:

- A site map depicting SVE vent locations;
- Tabulated SVE vent total depths and screened interval depths;
- State of Texas Well Reports for the SVE vent boreholes prepared by the driller;
- Graphical (schematic) depiction of typical SVE vent construction details; and
- General recommendations for the removal/disposition of affected soils and/or MSW in the event that these are encountered.

If any wastes and/or affected soil requiring landfill disposal are generated as a result of SVE vent borehole drilling activities, the report will discuss waste profiling and disposal activities. Copies of the waste manifests signed by the receiving landfill facility will be provided as an attachment to the report to document proper disposition of the waste. The field activity report will be provided to the CoT for the FACILITY operating records, in addition to the TCEQ MSW Permits Section and Region 12 office as an attachment to the revised PMA (discussed in the following section).

TASK 2 – Preparation of a Revised Permit Modification Application

In addition to the TCEQ request in correspondence dated September 17, 2015 to *“Please submit a remediation plan in accordance with 30 TAC §330.371(c) and the facility permit.”*, in correspondence dated November 4, 2013 (in response to notification of methane detections exceeding 5% volume in air at the FACILITY permit boundary) the TCEQ MSW Permits Section directed that the CoT, *“Please be advised to submit a permit modification application pursuant to Title 30 of the Texas Administrative Code (30 TAC) Section (§)305.70(k)(3) to include all the changes to the permit due to the remedial actions undertaken along with any additional remedial actions to be implemented...”*. The PMA was submitted to address this directive, as well as pursuant to *Scenario II* requirements described in TCEQ correspondence dated March 7, 2013, entitled *To: Municipal Solid Waste Landfill Owners and Operators Re: Landfill Gas Reporting and Corrective Action Procedures*, in which it is stipulated that, *“If contingencies and plans for landfill gas remediation are not already part of the facility operating permit, a remediation plan should be submitted to the TCEQ as a permit modification pursuant to 30 TAC §305.70.”*

Following installation, the SVE vents will be monitored for the presence of methane in conjunction with monthly perimeter LFG monitoring events. At the completion of two monthly LFG monitoring events and waste profiling/disposal activities (if generated as a result of vent borehole drilling activities), on behalf of the CoT RKEI will prepare and submit to the TCEQ MSW Permits Section a revised PMA formally addressing the NOD comments provided in correspondence dated January 21, 2016.

As verbally agreed during the most recent meeting with the TCEQ pertaining to this topic convened on February 10, 2016, the revised PMA will address the NODs (indicated as bolded comments), as provided in the following bullets.

- **Comment No. 1:** ***"Please provide information required by 30 TAC §305.70(e)(3) (related to a marked copy of all applicable narrative pages and drawings)."***
As a hardcopy MSW Permit No. 1140A that can be physically amended may not exist, similar to previous permit modification applications, as an alternative the applicable pages of the *Part I Permit Application Form (TCEQ-0650)* (i.e., page 1 indicating MSW FACILITY general information and application type, page 2 indicating the exact changes to the permit, page 9 [owner affidavit] and page 10 [signature page signed by an authorized signatory on behalf of the CoT]) will be provided instead.
- **Comment No. 2:** ***"Please provide information required by 30 TAC §305.70(e)(5) and 30 TAC §330.59(c)(3) (relating to an updated landowners map and an updated landowner list)."***
An updated landowners list and map indicating all property ownership within 1/4 mile of the FACILITY, on-site FACILITY easement holders, and all mineral interest ownership under the FACILITY will be provided as a required attachment to the requested revised PMA format (i.e., *Permit/Registration Modification and Temporary Authorization Application Form (TCEQ-20650)*). RKEI will assist the CoT in the generation of the updated landowners list and map utilizing information available on the Harris County Appraisal District online database and information developed in conjunction with the required landowner/local government/emergency response agency notification process conducted in October 2013 in response to the original methane gas exceedence.
- **Comment No. 3:** ***"Please provide a completed TCEQ Form 20650 - Permit/Registration Modification and Temporary Authorization Application Form."***
RKEI will be complete and submit this form along with the revised/amended LGMP (as an attachment to the revised PMA). As indicated in Section 9 of the referenced form, the revised PMA will provide *"a brief description of all revisions to the permit/registration conditions and supporting documents referred by the permit/registration, and a reference to the specific provisions under which the modification/temporary authorization application is being made"* (i.e., changes to the FACILITY infrastructure and/or operating procedures). The *"explanation of why the modification/ temporary authorization is requested"* will specifically address the TCEQ directive issued in correspondence dated November 4, 2013, *"to include all the changes to the permit due to the remedial actions undertaken along with any additional remedial actions to be implemented..."* pursuant to 30 TAC §305.70(k)(3).

- **Comment No. 4:** *"Please provide information to meet the minimum requirements for an MSW permit modification which requires notice in accordance with 30 TAC §305.70(k), 30 TAC §39.106 and 30 TAC §39.413 (relating to notice requirements)."*

As the permit modification will require public notice, RKEI will provide the CoT assistance in identifying what information is required in the notification and sending notice of the PMA by first class mail in accordance with the specific rules noted in the above NOD comment.

- **Comment No. 5:** *"The permit modification application states "A remediation plan (for methane gas releases) attached in this permit modification application is additionally being submitted..." The plan attached to this permit modification application is the Landfill Gas Management Plan. There is no specific remediation plan attached to this permit modification application. Please provide a remediation plan specifically for those wells requiring remedial action."*

A description of implementation of a methane gas remediation plan (i.e., the installation and maintenance of SVE vents) will be discussed *Section 9* of the referenced form and integrated into the attached LGMP (as a methane gas management/control backup plan). A copy of the SVE vent installation field activity report (with attachments) will be provided as an attachment to the revised PMA submittal.

On behalf of the CoT, RKEI will prepare and submit three revised PMA hardcopies to the TCEQ MSW Permits Section. Additionally, one copy will be submitted to the TCEQ Region 12 office located in Houston, Texas. Two hardcopies and an electronic version of the revised PMA will be provided to the CoT Director of Public Works. As previously stated, as an outcome of the referenced February 10, 2016 meeting and due their unavailability, marked copies (i.e., redline/strikeout) of applicable sections of the original MSW Permit 1140A (i.e., FACILITY Development Plan, Operating Plan, Closure Plan and/or Post-Closure Care Plan) will not be submitted.

Subsequent to submittal of the revised PMA, RKEI will address TCEQ MSW Permits Section comments, if necessary, on behalf of COT to promote its regulatory approval. For budgetary purposes, it is assumed that senior RKEI technical staff will prepare and submit one (1) technical response submittal on behalf of the COT. In the event that the TCEQ approves the application without comment(s) or require additional information for approval, the COT will not incur costs for these activities (i.e., there will be no associated project charges).

COST AND SCHEDULE

RKEI will provide the scope of services described above for a **LUMP SUM FEE OF \$66,850.⁰⁰**. Authorized additional costs, if requested by CLIENT and/or directed by the TCEQ, will be billed in accordance with our standard fees for professional services and at the unit rates for equipment shown on the attached Schedules of Fees for Professional Services.

Pending CLIENT approval, it is anticipated that the field activities described above will be conducted and reported on during the third quarter of 2016. It is anticipated that field activities will require approximately 5 to 6 working days to complete, including drilling contractor mobilization to/from the project site and excluding delays due to adverse weather or contractor equipment problems.

ASSUMPTIONS

The following assumptions were made with regard to the scope of services described herein:

1. Upon scheduling notification provided by RKEI, CLIENT will provide access to the FACILITY and its surroundings as necessary to conduct the SVE vent installation activities. The CoT will be responsible for contacting offsite parties and obtaining access agreements, if necessary. It is assumed that weather conditions and/or other health and safety or FACILITY considerations during the assessment activities will not preclude or inhibit the effective execution of the proposed scope of services.
2. Although attempts will be made to identify subsurface utilities within the area of interest utilizing the Texas Excavation Safety System, RKEI cannot take responsibility for contacting/rupturing unidentified buried utilities during assessment activities. It is assumed that CLIENT will provide locations of subsurface utilities/structures located in the vicinity of proposed borings, if known.
3. In the event that wastes are generated as part of this investigation, RKEI will provide a separate cost proposal for waste handling and disposal. It is assumed that wastes will be stored onsite pending the receipt of analytical results and completion of waste profiling activities.

ACCEPTANCE

We appreciate the opportunity to submit this proposal and look forward to working with you on this project. This proposal and the attachments listed below constitute the contract between us. Please sign below as your acceptance of this contract and to authorize RKEI to proceed with the project scope.

<u>Attachment</u>	<u>Description</u>
I	Standard Terms and Conditions
II	Schedule of Fees for Professional Services

Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037. All parties hereby agree that this contract, upon its acceptance, will be performable in Harris County, Texas.

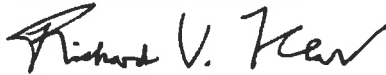
RKEI considers the data and information contained in this proposal to be proprietary. This statement of qualifications and any information contained herein shall not be disclosed, and shall not be duplicated or used in whole or in part, for any purpose other than to evaluate this proposal.

Very truly yours,

RABA KISTNER ENVIRONMENTAL, INC.



Paul M. Sak, P.G.
Environmental Geologist



Richard V. Klar, P.G.
Vice President

PMS/RVK/srw

Accepted By _____

(Signature)

(Typed or Printed Name)

(Title)

Date _____

Attachments:

Figure 1 – Proposed SVE Vent Location Map

Figure 2 – Typical SVE Vent Construction Diagram

I – Standard Terms and Conditions

II – Schedule of Fees for Professional Services

Copies Submitted: Above (1 Electronic PDF Copy)
 Mr. Steve Purvis – City of Tomball (1 Electronic PDF Copy)
 Mr. David Esquivel – City of Tomball (1 Electronic PDF Copy)

PROPOSED SVE VENT LOCATION MAP

CLOSED CITY OF TOMBALL LANDFILL
HARRIS COUNTY
MSW PERMIT NO. 1140A
RN102120755/CN600667190

REVISIONS: No. DATE[illegible]

PROJECT No.: ASF06-456-34

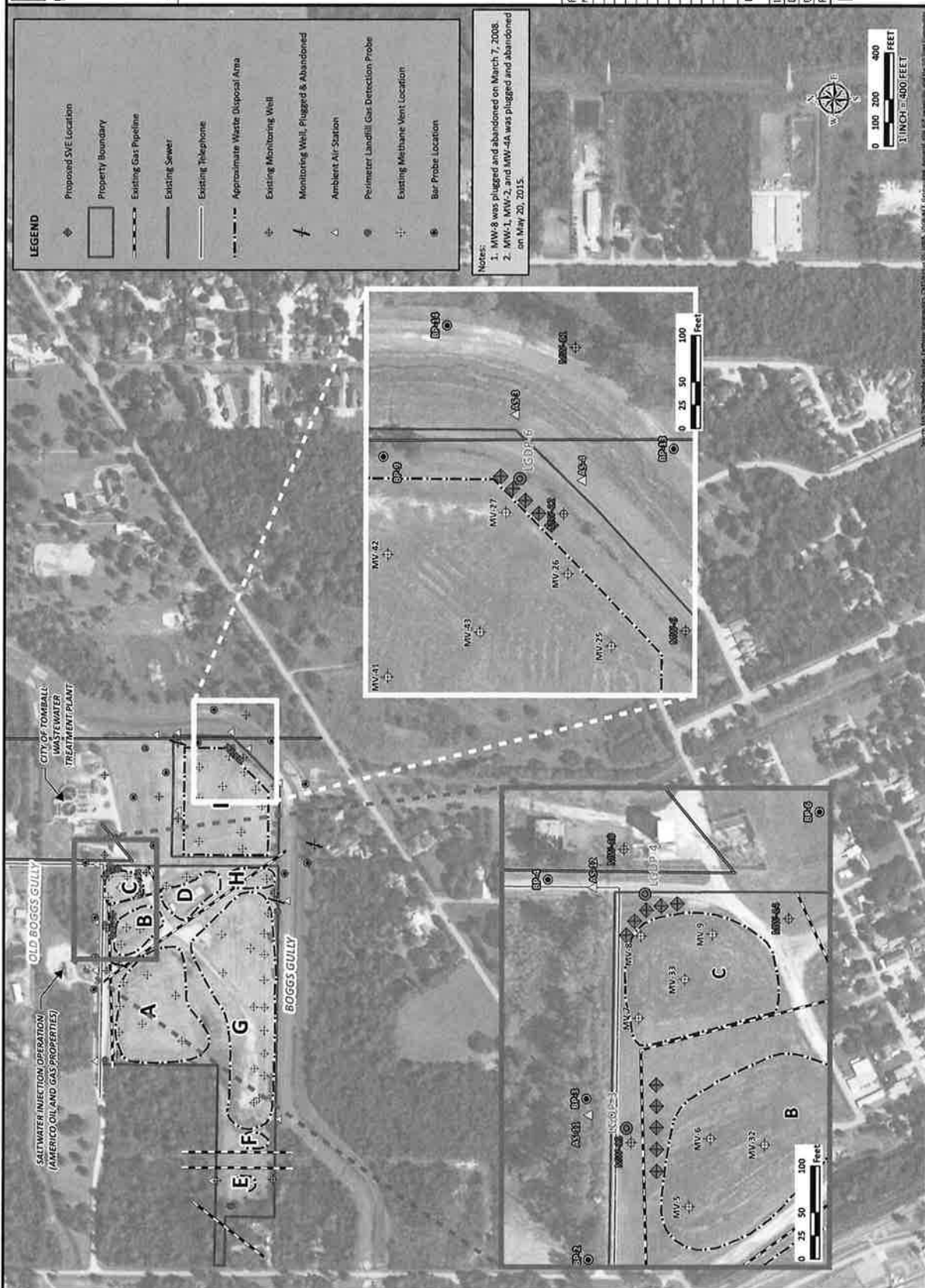
ISSUE DATE:	07-27-16
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CHECKED BY:	PMS
DRAWN BY:	LAW

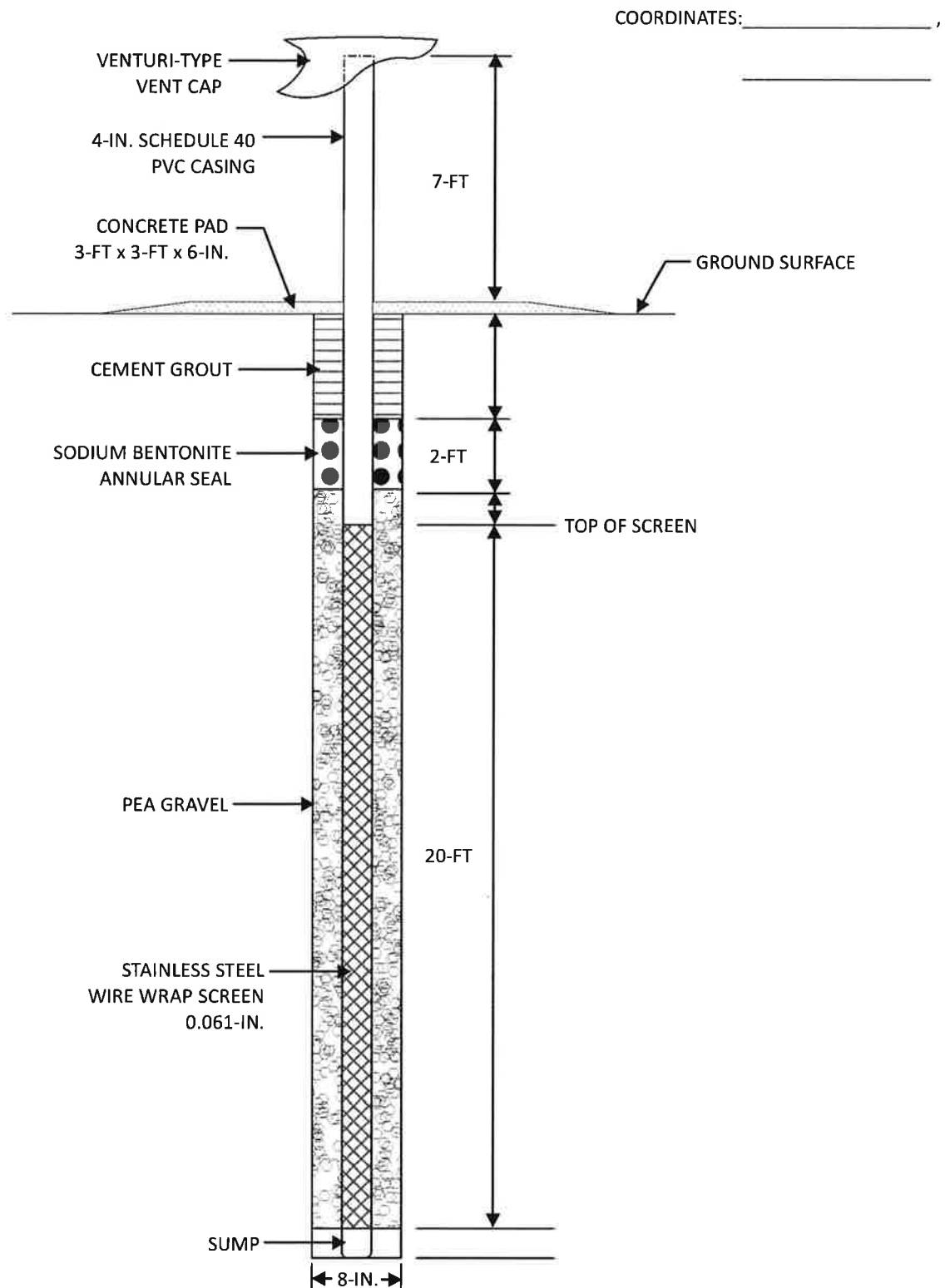
REVIEWED BY: RVK

FIGURE

4



NOTE: This Drawing is provided for illustration only. May Not be to Scale and is Not Suitable for Design or Construction Purposes



RABA KISTNER
ENVIRONMENTAL
Raba Kistner Environmental, Inc.
12821 West Golden Lane
San Antonio, Texas 78249
www.rkci.com
P 210 :: 699 :: 9090
F 210 :: 699 :: 6426
TBPE Firm F-3257 / TBPG Firm #50220

**TYPICAL SVE VENT
CONSTRUCTION DIAGRAM**
CLOSED CITY OF TOMBALL LANDFILL
HARRIS COUNTY
MSW PERMIT No. 1140A
RN 102120755/CN600667190

REVISIONS:
No. DATE DESCRIPTION

No.	DATE	DESCRIPTION

PROJECT No.:
ASF06-456-34

ISSUE DATE: 07-27-16
DRAWN BY: LAW
CHECKED BY: PMS
REVIEWED BY: RVK

FIGURE

2

NOTE: This Drawing is Provided for Illustration Only, May Not be to Scale and is Not Suitable for Design or Construction Purposes



STANDARD TERMS AND CONDITIONS

1. **SERVICES.** Raba Kistner, Inc., by and through one of its subsidiaries (Raba Kistner Consultants, Inc., Raba Kistner Environmental, Inc., Raba Kistner Facilities, Inc. or Raba Kistner Infrastructure, Inc.) (the relevant subsidiary, being engaged to provide the services to CLIENT in connection with the delivery of this instrument, is referred to as "RK" herein) is being engaged by the CLIENT to render professional services ("Services") involving only RK's advice, judgment and opinion. RK may subcontract all or a portion of the Services performed hereunder. RK shall apply professional judgment in determining the extent to which RK complies with any given standard identified in RK's instruments of professional services. CLIENT expressly acknowledges that RK makes no warranties or guarantees, expressed or implied, regarding the Services.
2. **INFORMATION PROVIDED BY CLIENT.** CLIENT may provide or direct RK to utilize or rely upon certain information ("CLIENT Information") in the performance of RK's services. RK shall be entitled to rely upon such CLIENT Information. RK will not conduct an independent evaluation of the accuracy or completeness of such CLIENT Information and shall not be responsible for any errors or omissions in such information. RK's report, as well as any recommendations, findings, and conclusions made by RK, are dependent on information received from CLIENT. Changes or modifications to the information provided by CLIENT can affect RK's evaluation, recommendations, findings and conclusions, and CLIENT agrees—as a material term of this Agreement—to notify RK immediately, in writing, if CLIENT becomes aware of any such changes or modifications, including changes to the size, scope, location, or other material characteristics of CLIENT's project. The CLIENT shall be responsible for providing the location of all underground utilities and other structures in the vicinity of RK borings or excavations. RK will not accept responsibility and will not be liable for affecting or damaging any underground utility, underground storage tank, or other subsurface condition not previously identified and located, or improperly located, by the CLIENT, a utility, or a utility locating agency.
3. **SITE ACCESS AND SITE SAFETY.** CLIENT shall provide right-of-entry to the buildings and sites which are the subjects of RK's services. CLIENT represents that it possesses authority for such right-of-entry and that the building/site operator(s) possess the necessary permits and licenses for current activities at the site. RK shall be responsible for supervision and site safety measures of its own employees and subconsultants, but shall not be responsible for the supervision or health and safety precautions of any other parties, including CLIENT, CLIENT'S contractors, subcontractors, or other parties present at the site.
4. **SUBSURFACE EXPLORATIONS.** Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. CLIENT understands RK's layout of boring and test locations is approximate and that RK may deviate a reasonable distance from those locations. RK will take reasonable precautions to reduce damage to the site when performing services; however, CLIENT accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the scope of services.
5. **CHANGED CONDITIONS.** If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to RK are uncovered or revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, RK may call for renegotiation of appropriate portions of this Agreement. RK shall notify the CLIENT of the changed conditions necessitating renegotiation, and RK and the CLIENT shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If changes cannot be agreed to with respect to changed conditions, the parties shall utilize the Dispute Resolution/Litigation procedures in this Agreement.
6. **TESTING AND OBSERVATIONS.** CLIENT understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. RK will provide test results and opinions based on tests and field observations only for the work tested. CLIENT understands that testing and observation are not continuous or exhaustive, and are conducted to reduce – not eliminate – project risk. CLIENT agrees to the level or amount of testing performed and the associated risk. CLIENT is responsible (even if delegated to contractor) for notifying and scheduling RK so RK can perform these services. RK shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and RK's performance of testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. CLIENT acknowledges that RK will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.
7. **ESTIMATE OF FEES FOR CONSTRUCTION AND MATERIALS TESTING SERVICES.** If included as part of RK's proposal, RK will, to the best of its ability, perform the scope of services related to Construction and Materials Testing Services within the proposed fee estimate provided by RK. RK's proposal fees are based upon an estimate of the services required to meet the specifications for the project and following generally accepted engineering practices. The CLIENT recognizes that unforeseen circumstances along with changes in scope and project/contractor's schedules can influence the successful completion of the scope of services within the estimated proposed fees. Because the contractor has sole control over the project and determines the means and methods used to build/construct the project, RK's service fees are estimates and not lump sum or guaranteed maximum fees. The CLIENT is fully responsible for payment of all services provided, including retests of contractor's failed areas.
8. **REPORTS.** RK may provide CLIENT with written reports in connection with the Services performed. Such reports will present such findings and conclusions as RK may reasonably make with the information gathered while performing its services, and provided by CLIENT. The reports may be copied for inclusion in other documents related to the project provided it is reproduced in its entirety; however reports and other instruments of service are prepared for, and made available for, the sole use of the CLIENT, and the contents thereof may not be used or relied upon by others without the express written authorization of RK. Any unauthorized use or distribution shall be at the CLIENT's sole risk and without liability to RK.
9. **TOXIC AND HAZARDOUS MATERIALS.** CLIENT shall provide RK with all information within CLIENT'S possession or knowledge as to the potential or presence of toxic or hazardous materials or pollutants at the site. CLIENT agrees that RK neither created nor contributed to the creation or existence of any toxic or hazardous

materials or pollutants. In no event shall RK be required to sign a hazardous waste manifest or take ownership of any toxic or hazardous materials or pollutants. If unanticipated toxic or hazardous materials or pollutants are encountered while performing RK's services, RK reserves the right to stop field operations and notify the CLIENT and CLIENT assumes responsibility to notify appropriate regulatory agencies. RK and CLIENT must mutually agree to remobilize.

10. **NO THIRD-PARTY BENEFICIARIES.** The services and any report(s) prepared under this Agreement are for the sole benefit and sole use of CLIENT and are not for the use of any other party or person. Only CLIENT may rely upon the services and any report or work product. Nothing in this Agreement, or any subsequent amendments or modifications, or in any report issued under this Agreement, shall create a contractual relationship with or a cause of action in the favor of any third party against either RK or CLIENT. If CLIENT provides a copy of any report prepared by RK to others, it shall advise the recipient that the information contained in the report is provided for information only and is not to be relied upon by third parties.
11. **LEED PROJECTS.** Unless specifically addressed elsewhere in this agreement, RK has no responsibility or liability, including duty to defend or duty to indemnify, any party (including but not limited to CLIENT, owner, owner's agents, architects, engineers, contractors, construction managers, subcontractors) for the LEED certification process including: developing, producing, or retaining any documentation relating to the calculation of LEED points; and attainment of LEED certification points or LEED ratings.
12. **STANDARD OF CARE.** RK shall perform its professional services in accordance with the standard of care and diligence normally practiced by professional firms in performing services of a similar nature, in the same locality, under similar circumstances. CLIENT expressly acknowledges that RK makes no other warranties or guarantees, expressed or implied, regarding its professional services or its work product.
13. **RISK ALLOCATION.** RK will be responsible only for its own work, and that of its sub-consultants, and not for defects in the work designed or built by others.
14. **LIMITATION OF LIABILITY.** CLIENT AND RK HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING RK'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, THE TOTAL AGGREGATE LIABILITY OF RK (AND ITS RELATED ENTITIES, EMPLOYEES, OWNERS, AGENTS, AND REPRESENTATIVES) TO CLIENT (AND THIRD PARTIES GRANTED RELIANCE ON RK'S WORK PRODUCT, OR OTHERWISE SEEKING RECOVERY UNDER THIS AGREEMENT) IS LIMITED TO THE GREATER OF \$100,000 OR THE FEE PAID RK UNDER THIS AGREEMENT, FOR ANY AND ALL INJURIES, DAMAGES, CLAIMS, LOSSES, OR EXPENSES (INCLUDING ATTORNEY AND EXPERT FEES) ARISING OUT OF RK'S SERVICES OR THIS AGREEMENT REGARDLESS OF CAUSE(S) OR THE THEORY OF LIABILITY,
15. **CONSEQUENTIAL DAMAGES.** Neither CLIENT nor RK will be liable to the other for any special, consequential, indirect, incidental or penal losses or damages of any kind, nor will CLIENT or RK be liable to the other for losses, damages, or claims, regardless of how defined, related to: lost profits; unavailability of property or facilities; shutdowns or service interruptions; loss of use, revenue, opportunity, or inventory; use charges, carrying costs, cost of substitute facilities, goods, or services; cost of capital, or claims of any other party and/or its customers.
16. **SUSPENSION OF SERVICES.** If the CLIENT fails to make payments when due or otherwise is in breach of this Agreement, RK may suspend performance of services upon seven (7) calendar days' notice to the CLIENT. RK shall have no liability whatsoever to the CLIENT for any costs or damages as a result of such

suspension. Upon payment in full by the CLIENT, RK may resume services under this Agreement, and the time schedule and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expense necessary for RK to resume performance. Payment of invoices shall not be subject to any discounts or set-offs by the CLIENT unless agreed to in writing by RK. Payment to RK for services rendered and expenses incurred will be due and payable regardless of any subsequent suspension or termination of this Agreement by either party.

17. **WAIVER OF SUBROGATION.** To the extent damages are covered by property insurance, or any other available insurance coverage, CLIENT and RK waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages. CLIENT agrees that CLIENT shall procure, or cause to be procured builder's risk insurance or other property insurance for its project. RK and CLIENT waive all rights against each other and any of their consultants, contractors, subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, flood, or other causes of loss to the extent covered by CLIENT's or CLIENT's Contractor's builder's risk insurance, or other available insurance coverage. The policies shall provide waivers of subrogation by endorsement or otherwise. CLIENT shall require of its contractors, consultants, agents and employees similar waivers in favor of RK and its subconsultants. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.
18. **OWNERSHIP OF DOCUMENTS.** R-K's reports, drawings, plans, specifications, and other documents and deliverables are instruments of professional service ("Instruments of Service") developed by RK in contemplation of a wide array of project-specific variables, including how the documents will be used and by whom. RK shall be the author, owner and custodian of the Instruments of Service, and shall retain all common law, statutory, and other reserved rights, including copyright. By execution of this Agreement, RK grants to CLIENT a limited, nonexclusive license to use the Instruments of Service for purposes of constructing, using, and maintaining the project for which the services are performed, provided CLIENT substantially performs its obligations, including prompt payment of all sums when due, under this agreement.

Upon completion of the services, and payment in full of all monies due RK, CLIENT may retain copies of all such documents. THE INSTRUMENTS OF SERVICE ARE NOT INTENDED NOR REPRESENTED TO BE SUITABLE FOR REUSE ON EXTENSIONS, MODIFICATIONS, OR ADAPTATIONS OF THE PROJECT, OR ANY OTHER PROJECT, ANY REUSE OF SUCH DOCUMENTS, WITHOUT WRITTEN VERIFICATION OR ADAPTATION BY RK FOR THE SPECIFIC PURPOSE INTENDED, WILL BE AT CLIENT'S SOLE RISK WITHOUT LIABILITY OR LEGAL EXPOSURE TO RK, AND CLIENT AGREES, TO THE FULLEST EXTENT PERMITTED BY LAW, TO INDEMNIFY, DEFEND, AND HOLD HARMLESS RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, AND CONSULTANTS AGAINST ALL CLAIMS, DAMAGES, LOSSES, AND EXPENSES (INCLUDING REASONABLE ATTORNEYS' FEES, DEFENSE COSTS, AND COURT COSTS) ARISING FROM OR ALLEGEDLY ARISING FROM OR IN ANY WAY CONNECTED WITH THE UNAUTHORIZED REUSE OR MODIFICATION OF THE DOCUMENTS BY CLIENT OR ANY PERSON OR ENTITY THAT ACQUIRES OR OBTAINS THE DOCUMENTS FROM OR THROUGH THE CLIENT WITHOUT THE WRITTEN AUTHORIZATION OF R-K REGARDLESS OF WHETHER SUCH CLAIMS, DEMANDS, OR ACTIONS ARE FOUNDED IN WHOLE OR IN PART UPON ALLEGED NEGLIGENCE OF RK, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR CONSULTANTS.

Parties other than CLIENT and RK may apply to use an instrument, using a form prepared by RK for that purpose. Others' use of an instrument shall be permitted only when CLIENT and RK both so agree; either shall have the right to forbid use by others. In

addition, R-K shall make its permission contingent upon the satisfaction of certain conditions when, in RK's professional judgment, such a contingency is necessary.

19. **DISPUTE RESOLUTION/LITIGATION.** All claims, disputes, and other controversy between RK and CLIENT arising out of or in any way related to the services provided by RK shall be submitted to mediation, before and as a condition precedent to other remedies provided by law. If a dispute at law arises related to these services and that dispute requires litigation as provided above, the CLIENT assents to personal jurisdiction in the State of Texas; the claim will be brought and tried in Bexar County, the county where RK's principal place of business is located, and CLIENT waives the right to remove or transfer the action to any other county or jurisdiction. The prevailing party will be entitled to recovery of all court costs, attorneys' fees, and other legally recoverable claim-related expenses. As a condition precedent to mediation of any claim arising out of the services provided under this Agreement, CLIENT shall obtain the written opinion from a registered, independent, and reputable professional engineer that RK has violated the standard of care applicable to RK's performance of services, in a form that meets the requirements of Texas Civil Practice & Remedies Code Chapter 150.
20. **TERMINATION OF CONTRACT.** CLIENT and RK may terminate services at any time upon ten (10) calendar days' written notice. In the event of termination, CLIENT agrees to fully compensate RK for services performed including reimbursable expenses through the termination date, as well as reasonable demobilization expenses. RK will terminate services without waiving any claims or incurring any liability.
21. **STATUTE OF LIMITATIONS.** Any applicable statute of limitations will commence to run and any cause of action shall be deemed to have accrued not later than the earlier of the following: (1) the date of the report issued by RK giving rise to the cause of action; (2) the date on which RK issues its last report under this Agreement; or (3) if RK is retained to perform construction observation, the date of substantial completion of the project.
22. **FORCE MAJEURE.** Neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performing hereunder if such delay or default is caused by conditions beyond its control ("Force Majeure") including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected. Force Majeure may not be claimed as a cause for delay in payment of money due and payable hereunder.
23. **NO ASSIGNMENT.** Neither RK nor CLIENT shall assign, sublet, or transfer its interest in this Agreement without the express written consent of the other.
24. **SEVERABILITY.** Each provision of this Agreement is intended to be severable. If any terms or provisions of this agreement shall be held to be invalid, illegal, or unenforceable for any reason whatsoever, the validity, legality, and enforceability of the remaining provisions hereof shall remain in full force and effect and shall not in any way be affected or impaired thereby. Moreover, to the maximum extent allowed by law, the Parties hereto stipulate that any offending provisions will be modified or altered, as necessary, so as to give such provision the maximum permissible effect and application intended.
25. **ENTIRE AGREEMENT.** This Agreement, and all of its attachments, constitutes the entire, integrated Agreement between the Parties to it, and this Agreement supersedes all other Agreements, oral or written between the Parties, concerning the subject set forth in this Agreement. This Agreement may not be amended except in writing, with that amendment being signed by both Parties.



SCHEDULE OF FEES FOR PROFESSIONAL SERVICES

<u>PERSONNEL:</u>	Principal.....	\$135 to \$250/hour
	Professional.....	\$70 to \$200/hour
	Auto Cad Operator.....	\$65 to \$110/hour
	Technical/Clerical/Administrative	\$40 to \$80/hour

The specific hourly rate within each classification listed above depends on the experience, special training, and qualifications of the personnel needed for the project. For projects requiring work at any hazardous waste site, there will be a \$10 per hour surcharge added to the normal billing rate for all personnel. Consultants to Raba Kistner (RK) will be charged according to their professional classification.

EXPENSES: Use of company automobiles will be charged at \$1.00 per mile. Automobiles and light trucks assigned to field sites will be charged at \$70.00 per day, plus \$1.00 per mile over 50 miles per day. Copies will be charged at \$0.25 per page.

Other project specific charges for use of RK equipment or for RK testing will be in accordance with established fee schedules. All other project specific, third-party costs will be charged at cost plus 15 percent.

Invoices will be submitted monthly for work in progress in our standard format. They are due and payable upon receipt and become past due 30 days after the billing date. Past due invoices may be subject to late charges at the rate of 1-1/2 percent per month (18 percent per annum). In the event that the State of Texas legislates a sales tax on Professional Services, the amount of the tax will be PAYMENT added to the appropriate service rate charged. Our invoices are due and payable upon receipt at P.O. Box 971037, Dallas, Texas 75397-1037.

Preparation of non-standard invoice will be charged on a time and materials basis in accordance with the rates in this fee schedule.

CONDITIONS: Services will be performed in accordance with our Standard Terms and Conditions.

The proposal to which this schedule is an attachment is valid for 90 days from the date of the proposal.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 19, 2016

Topic:

Consideration to approve **ZONING CASE P16-0123**: Request by Justin Cottle for a Conditional Use Permit to operate an amusement, commercial (indoor) facility at 701 E. Main Street. The property is approximately 1 acre, located on the north side of Main Street, east of Willow Street, legally described as Lot 1, Block 1 McCraw Acres and is zoned General Retail.

- Conduct Public Hearing on **ZONING CASE P16-0123**
- Adopt, on First Reading, Ordinance No. 2016-24, an Ordinance of the City of Tomball, Texas, Amending Chapter 50 (Zoning) of the Tomball Code of Ordinances by Granting a Conditional Use Permit (CUP) to Justin Cottle on Behalf of Arclight Gaming, LLC., to Operate an “Amusement, Commercial (Indoor)”; Said Property being Approximately 1 Acre, and Being Legally Described as Lot 1, Block 1 McCraw Acres, Tomball, Harris County, Texas, Generally Located on the North Side of Main Street, East of Willow Street, at 701 E. Main Street; Providing Requirements and Conditions for This CUP; Containing Findings and Other Provisions Relating to the Subject; Providing a Penalty in an Amount Not to Exceed \$2,000 for Violations Hereof; and Providing for Severability.

Background:

On Monday, September 12, 2016, after conducting a public hearing, the Planning and Zoning Commission voted 4-1 to recommend approval of Zoning Case P16-0123, with the following contingency:

- No wagering shall take place on site.

Origination:

Community Development Department

Recommendation:

Approval

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

Community Development Director

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

ATTACHMENTS:

Ordinance No. 2016-24

PUBLIC HEARING ANNOUNCEMENT

STAFF REPORT

ORDINANCE NO. 2016-24

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING CHAPTER 50 (ZONING) OF THE TOMBALL CODE OF ORDINANCES BY GRANTING A CONDITIONAL USE PERMIT (CUP) TO JUSTIN COTTLE ON BEHALF OF ARCLIGHT GAMING, LLC., TO OPERATE AN "AMUSEMENT, COMMERCIAL (INDOOR)"; SAID PROPERTY BEING APPROXIMATELY 1 ACRE, AND BEING LEGALLY DESCRIBED AS LOT 1 , BLOCK 1 MCCRAW ACRES, TOMBALL, HARRIS COUNTY, TEXAS, GENERALLY LOCATED ON THE NORTH SIDE OF MAIN STREET, EAST OF WILLOW STREET, AT 701 E. MAIN STREET; PROVIDING REQUIREMENTS AND CONDITIONS FOR THIS CUP; CONTAINING FINDINGS AND OTHER PROVISIONS RELATING TO THE SUBJECT; PROVIDING A PENALTY IN AN AMOUNT NOT TO EXCEED \$2,000 FOR VIOLATIONS HEREOF; AND PROVIDING FOR SEVERABILITY.

* * * * *

Whereas, Justin Cottle, on behalf of Arclight Gaming LLC., applicant, has requested a CUP to operate an "Amusement, commercial (indoor)" on approximately 1 acre of land, legally described as Lots 1 Block 1 McCraw Acres, Tomball, Harris County, Texas, generally located on the north side of Main Street, east of Willow Street, at 701 E. Main Street, in the City of Tomball, Harris County, Texas, (the "Property"), and

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

Whereas, the Planning & Zoning Commission recommended in its final report that City Council approve the requested CUP; 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 CUP, the City Council held the public hearing for the requested CUP 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 CUP.

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. A CUP to operate an “Amusement, commercial (indoor)” at the Property and subject to the terms and conditions set forth below, is hereby granted to Justin Cottle, on behalf of Arclight Gaming LLC.

Section 3. The Official Zoning District Map of the City shall be revised and amended to show the CUP authorized for the Property, with the appropriate references thereon to the number and effective date of this Ordinance and a brief description of the nature of the CUP authorized.

Section 4. This Ordinance shall in no manner amend, change, supplement, or revise any provision of any ordinance of the City, save and except the granting of the CUP as herein provided.

Section 5. The CUP granted hereby shall be null and void after the expiration of two (2) years from the date of adoption hereof unless the Property is being used in accordance with the CUP herein authorized within said two-year period, or unless an extension of time is approved by City Council.

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

Section 7. The CUP authorized hereby shall be, and is, subject to the following additional limitations, restrictions, and conditions:

1. No wagering shall take place on site.

Section 8. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

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 19th DAY OF SEPTEMBER 2016.

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

SECOND READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 3RD DAY OF OCTOBER 2016.

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

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL
PLANNING & ZONING COMMISSION (P&Z)
SEPTEMBER 12, 2016
&
CITY COUNCIL
SEPTEMBER 19, 2016**



Notice is Hereby Given that a Public Hearing will be held by the P&Z of the City of Tomball on **Monday, September 12, 2016, at 6:00 P.M.**, and by the City Council of the City of Tomball on **Monday, September 19, 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 P16-0123: Request by Justin Cottle for a Conditional Use Permit to operate an amusement, commercial (indoor) facility at 701 E. Main Street. The property is approximately 1 acre, located on the north side of Main Street, east of Willow Street, legally described as Lots 1 and 2, Block 1 McCraw Acres and is zoned General Retail.

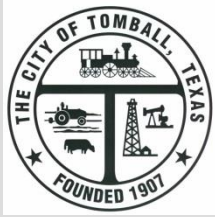
At the public hearings, parties of interest and citizens will have the opportunity to be heard. All citizens of the City of Tomball, and any other interested parties, are invited to attend. Applications are available for public inspection Monday through Friday, except holidays, at the Public Works Building, 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.

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall; City of Tomball, Texas, a place readily accessible to the general public at all times, on the **8th** day of **September 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.



Conditional Use Permit (CUP) Staff Report

Planning & Zoning Commission Public Hearing Date: September 12, 2016
City Council Public Hearing Date: September 19, 2016

Rezoning Case: P16-0123
Property Owner(s): I D S S Inc.
Applicant(s): Justin Cottle
Legal Description: Lots 1 and 2, Block 1 McCraw Acres
Location: North side of Main Street, east of Willow Street, 701 E. Main Street (Exhibit "A")
Area: 1 acre as part of a 2 acre shopping center
Comp Plan Designation: Commercial (Exhibit "B")
Present Zoning and Use: General Retail (Exhibit "C") / Shopping Center (Exhibit "D")
Proposed Use(s): Amusement, Commercial (indoor)
Request: CUP to allow a gaming facility, Arclight Gaming, LLC.
Adjacent Zoning & Land Uses:
North: Single-Family 6 / Residential houses and undeveloped land
South: Planned Development 7 / Concordia Lutheran High School
West: General Retail / Undeveloped land
East: General Retail / Shopping center

BACKGROUND

In June 2016, City staff began conversations with the applicant to discuss a business occupying a lease space in the existing shopping center located at 701 E. Main Street. After discussing the nature of the business, City staff informed the applicant of the following:

- The proposed use is classified as "Amusement, commercial (indoor)" per Section 50-82 (b) (*Use Charts*) of the Zoning Ordinance;
- The property is zoned General Retail District; and
- The "Amusement, commercial (indoor)" use is permitted in the General Retail District with the approval of a Conditional Use Permit (CUP).

After further discussions, the applicant submitted an application for a CUP in July 2016.

ANALYSIS

According to Section 50-2 (Definitions), “Amusement, commercial (indoor)”, *means an amusement enterprise that is wholly enclosed within a building which is treated acoustically so that noise generated by the enterprise is not perceptible at the bounding property line, and that provides activities, services and/or instruction for the entertainment of customers or members, but not including amusement arcades. Uses may include, but are not limited to, the following: bowling alley, ice skating rink, martial arts club, racquetball/handball club, indoor tennis courts/club, indoor swimming pool or scuba diving facility, and other similar types of uses.*

The applicant’s proposed gaming facility, Arclight Gaming, LLC, will consist of five or six tabletop gaming areas for customers to use with items they purchase at the shop. Customers will not be charged to use the tables to play.

Uses in the existing shopping center include eating establishments (Subway, a donut shop, Los Toros Mexican Grill), barber/beauty shops (no related school/college), food or grocery store, general retail shops (Copiers and Scooters, Vinyl Supply) and a loan service office.

According to Section 50-81 (f) of the Zoning Ordinance, when considering applications for a CUP, the City shall, on the basis of the concept plan and other information submitted, evaluate the impact of the conditional use on and the compatibility of the use with surrounding properties and neighborhoods to ensure the appropriateness of the use at a particular location. Specific considerations shall include the extent to which:

1. The proposed use at the specified location is consistent with the goals, objectives, and policies contained in the adopted Comprehensive Plan;

The Comprehensive Plan identifies the subject site as Commercial which is typically for a variety of “shopping centers, convenience stores, auto dealers, department stores, grocery and drug stores, entertainment facilities, food and beverage purveyors, salons, and small repair shops”. The proposed use appears to be consistent with the Comprehensive Plan for the following reasons:

- The proposed use is equal to or less intense than the existing uses in the shopping center;
- The proposed land use is considered an amusement or entertainment facility, which corresponds with the description of the Commercial designation.

2. The proposed use is consistent with the general purpose and intent of the applicable zoning district regulations;

According to the Zoning Ordinance, “a conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions.”

Section 50-76 (*General Retail District*) also states that the district “is established to provide areas for local neighborhood shopping and service facilities for the retail sales of goods and services”. The proposed use appears to be consistent with the purpose and intent of the zoning district.

3. The proposed use meets all supplemental standards specifically applicable to the use as set forth in the Zoning Ordinance;

Should the CUP application be approved by City Council, the applicant will be required to submit a building plan application and supporting documents to the City for review and approval. Specific details of site modifications will be shown at the time of plan review; however, the existing shopping center appears to be generally consistent with the Zoning Ordinance.

4. The proposed use is compatible with and preserves the character and integrity of adjacent development and neighborhoods and, as required by the particular circumstances, includes improvements or modifications either on-site or within the public rights-of-way to mitigate development-related adverse impacts;

The proposed use appears to be compatible with the adjacent developments. No improvements or modifications on-site or within public rights-of-way are necessary.

5. The proposed use is not materially detrimental to the public health, safety, convenience and welfare, or results in material damage or prejudice to other property in the vicinity.

As mentioned above, the proposed use does not appear to be materially detrimental to the public health, safety, convenience and welfare, or result in material damage or prejudice to other property in the vicinity.

PUBLIC COMMENT

Property owners within 200 feet of the project site were mailed notification of this proposal on August 31, 2016. A sign was placed on the property and Notice of Public Hearing was published in the paper on August 24, 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 P16-0123.

EXHIBITS

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

Exhibit "A"
Aerial Photo



Exhibit "B"
Comprehensive Plan

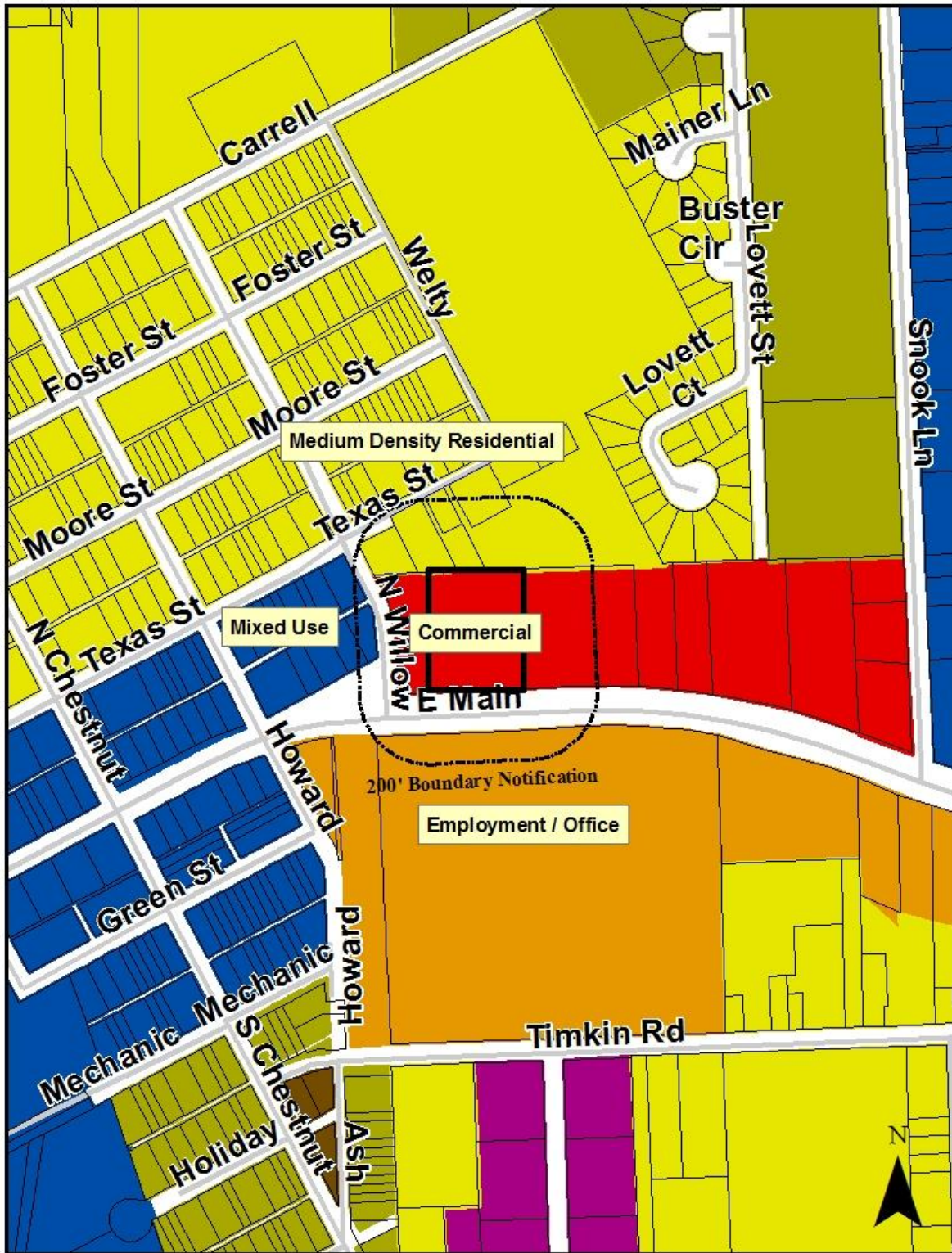


Exhibit "C"
Zoning Map

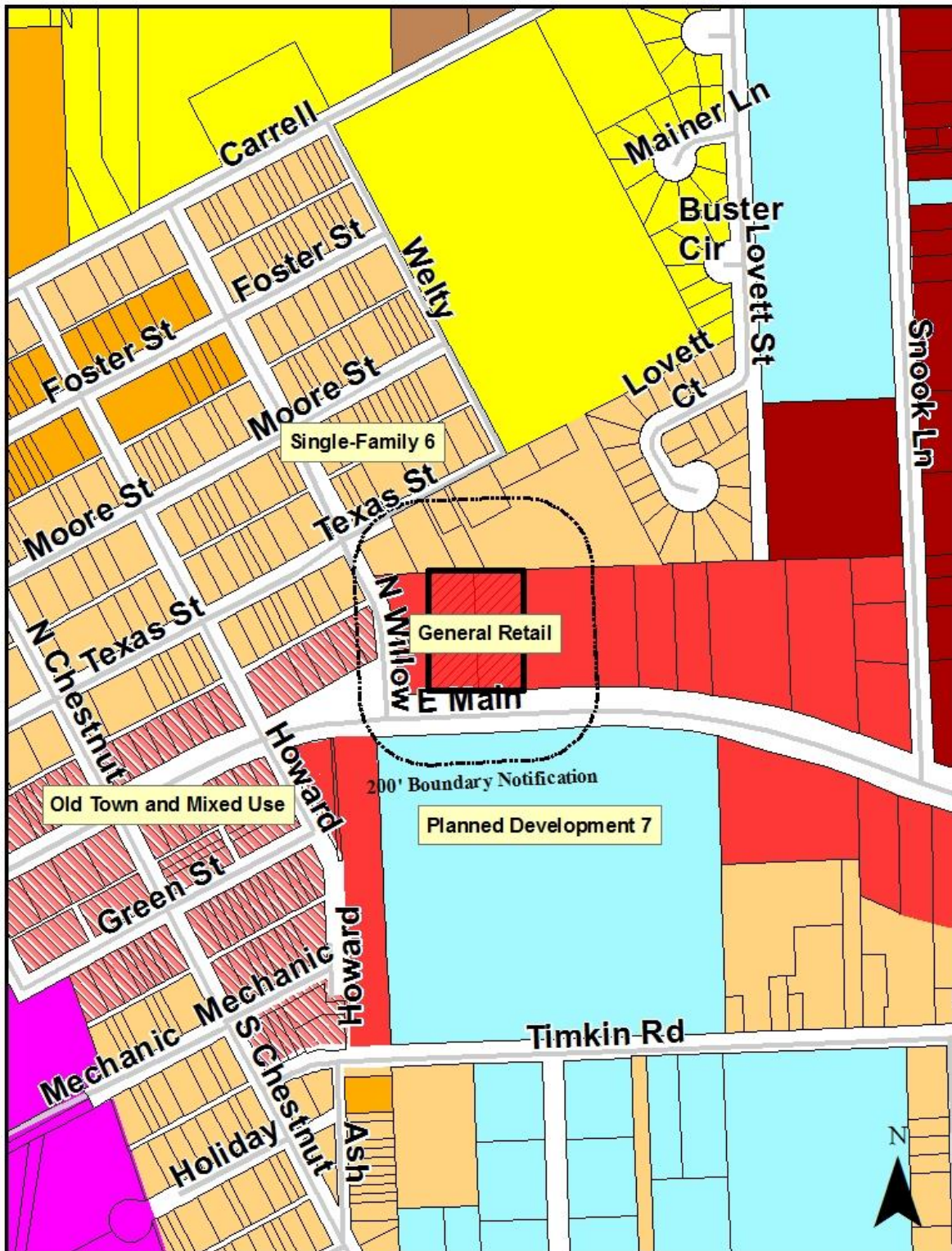


**Exhibit “D”
Site Photos**



Figure 1 and 2: Subject site
Source: City of Tomball

Exhibit "E"
CUP Application

Revised 5/19/15



16-123
**APPLICATION FOR
CONDITIONAL USE PERMIT**
Community Development Department
Planning Division



A conditional use is a land use which, because of its unique nature, is compatible with the permitted land uses in a given zoning district only upon a determination that the external effects of the use in relation to the existing and planned uses of adjoining property and the neighborhood can be mitigated through imposition of certain standards and conditions.

No conditional use shall be established and no building permit shall be issued for any use designated as a conditional use within any zoning district until a conditional use permit (CUP) is approved and issued in accordance with the provisions of Section 50-34 of the Code of Ordinances.

APPLICATION SUBMITTAL: Applications will be *conditionally* accepted on the presumption that the information, materials and signatures are complete and accurate. If the application is incomplete or inaccurate, your project may be delayed until corrections or additions are received.

Applicant

Name: Justin Gottle, Anlight Gaming, LLC Title: Executive
Mailing Address: 11018 Sir Alex Drive City: Tomball State: TX
Zip: 77375
Phone: (281) 787-3547 Fax: () Email: wimpenstein@gmail.com

Owner

Name: IDSS INC / S. SHARMA Title: PRESIDENT
Mailing Address: 9211 WEST RD City: HOUSTON State: TX
Zip: 77064
Phone: (713) 996-8888 Fax: () Email:

Engineer/Surveyor (if applicable)

Name: Title:
Mailing Address: City: State:
Zip:
Phone: () Fax: () Email:

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

www.tomballtx.gov

Description of Proposed Project: small tabletop hobby shop/amusement Comm. indoor

Physical Location of Property: EAST SIDE ST.

[General Location - approximate distance to nearest existing street corner]

Legal Description of Property: LT 1 BLK 1 MCCRAW ACRES

[Survey/Abstract No. and Tracts; or platted Subdivision Name with Lots/Block]

HCAD Identification Number: 1212230010001 Acreage: 43,560

Current Use of Property: RETAIL

Proposed Use of Property: RETAIL

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

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

X Justin Gittle
Signature of Applicant

6-27-2016
Date

X [Signature]
Signature of Owner

7-10-2016
Date

CITY OF TOMBALL
281-351-5484

REC#: 00937247 7/25/2016 1:53 PM
OPER: RS TERM: 002
REF#: W6864910333

City of Tomball, Texas 50' TRAN: 130.0000 PLANNING AND ZONING
701 E MAIN
LOT 1 BLK 1 MCCRAW ACRES www.tomballtx.gov
100-5442
CONDITIONAL USE PER 600.00CR
TENDERED: 600.00 CHECK
APPLIED: 600.00
CHANGE: 0.00

Amelia Lindley

From: Justin Cottle <wimpenstein@gmail.com>
Sent: Monday, June 27, 2016 5:01 PM
To: Amelia Lindley
Subject: Letter stating reasons for CUP request

My name is Justin Cottle, owner of Arclight Gaming, LLC, and I would like to open a location in Tomball. It would be a small tabletop roleplaying and miniature wargaming shop. The reason for the Conditional Use Permit request is that I have been informed the business would count as 'amusement commercial indoor' due to most of my for-sale products being along the walls and in a storage area, while most of the public-use floor space would be taken up by a number (probably five or six) of 4' x 6' gaming tables, with optional seating, for customers to use for the things they purchase. The idea for the shop is to only sell products, but to serve as a central location for players to meet and play with, or against, eachother, and possibly even host roleplaying sessions for folks who do not already have a convenient location to do so. Aside from selling models, dice, paints, books, etc., the only usage I would charge for would be for tournaments, special events (lock-ins, product manufacturer sponsored events, etc), and such. No charge for simply using the tables or facility. There would also be no on-site food preparation, gambling, or alcohol. I want it to be a wholesome place where all ages feel welcome and comfortable.

EAST MAIN STREET

SUBWAY SUITE 105B	NAIL SALON SUITE 120-130 B	GROCERY SERVICE SUITE 135B	WIC SUITE 145B	
DONUT SUITE 105A	SECURITY FINANCE SUITE 155A	AVAILABLE 1,160 SF	HAIR SALON SUITE 125A	AVAILABLE 800 SF
		LOS TOROS MEXICAN RESTAURANT SUITE 140A	AVAILABLE 1,725 SF	VINYL SUPPLY SUITE 160 A
				COPERS & SCOOTERS SUITE 175A

16-123

Regular City Council

Agenda Item

Data Sheet

Meeting Date: September 19, 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