

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



MONDAY, FEBRUARY 17, 2014

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, February 17, 2014 at 6:00 P.M., City Hall, 401 Market Street, Tomball, Texas 77375, for the purpose of considering the following agenda items. All agenda items are subject to action. The Tomball City Council reserves the right to meet in a closed session for consultation with attorney on any agenda item should the need arise and if applicable pursuant to authorization by Title 5, Chapter 551, of the Texas Government Code.

1.0 Call to Order

2.0 Invocation

- Led by Pastor Terry Johnson, First Baptist Church

3.0 Pledges to U.S. and Texas Flags

- Led by Members of the Tomball High School Student Council

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

accordance with law.]

5.0 Reports and Announcements

- February 25, 2014 – **Trailride Reception** – 12:00 Noon
- Tomball Police Department Annual Data Capture Report (SB 1074)
- March 3, 2014 – Public Hearing regarding Proposed Assessments against Section One Properties in the City of Tomball Public Improvement District Number Two (Raleigh Creek Subdivision) – 6:00 p.m.
- March 8, 2014 – **2nd Saturday at the Depot** – 5:00 p.m.
- March 15, 2014 – **3rd Annual Tomball Honky Tonk Music Festival**
- **March 23, 2014 – “2014 Ride 2 Recovery Texas Challenge”** Welcome and Reception – 9:30 a.m.-11:00 a.m.
- April 12, 2014 – **8th Annual 5K Bunny Run and 1 Mile Kids Walk**
- **Walk Tomball!** – Every Saturday at 9:00 a.m. at the Depot
- Reports by City staff and members of council about items of community interest on which no action will be taken

6.0 Approve the Minutes of the February 3, 2014 Regular City Council Meeting

7.0 New Business:

- 7.1 Appoint Brett D. Peabody as Alternate Municipal Court Judge to the Unexpired Term Vacated by Stephen Vigorito, Term Expiring August 15, 2015, as Required by Government Code, Section 29.005.
- 7.2 Award Contract for RFP 2014-03, Vendor to Sell Beer and Wine at City Festivals, to Cisco’s Salsa Company
- 7.3 Consideration and Possible Action to Approve, as a Project of the Corporation, an Agreement with Breaux Properties, LTD, to Make Direct Incentives To, or Expenditures For, the Creation or Retention of Primary Jobs Associated with the Expansion of a Manufacturing Facility Located at 28006 High Meadow Road, Tomball, Texas. The Estimated Amount of Expenditures for Such Project is \$74,534.00.
- 7.4 Consideration and Possible Action to Approve, as a Project of the Corporation, an Agreement with Inline Services Inc., to Make Direct Incentives To, or Expenditures For, the Creation or Retention of Primary Jobs Associated with the Expansion of a Manufacturing Facility Located at 27731 Commercial Park, Tomball, Texas. The Estimated Amount of Expenditures for Such Project is \$33,083.00.
- 7.5 Approve the Purchase Six (6) Police Department Vehicles in Compliance with the City's Purchasing and Bidding Policy
- 7.6 Award Job Order Proposal for the Construction of a Steel Awning for the City

Pool and a Steel Canopy for Matheson Park to KBR under the TCPN Statewide Contract for a Not to Exceed Cost of \$67,204.00, and Authorize the City Manager to Execute the Necessary Construction Contracts.

7.7 Approve **WELLING OWENS QUADRUPLEXES**; Being a Replat of Outlots 104, 103 and 98 of Tomball Townsite, City of Tomball; Recorded under Vol. 2, Pg. 65 of the Harris County Map Records; Located in the Ralph Hubbard Survey, Abstract 383, Harris County, Texas.

7.8 Set a Date and Time for Council Workshop to Discuss 25-ft. Nonconforming Lots in the City of Tomball

8.0 Adjournment

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

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 13th day of February 2014 by 6:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meeting.

Doris Speer_____

Doris Speer
City Secretary, TRMC

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

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

Regular City Council Agenda Item Data Sheet

Meeting Date: February 17, 2014

Topic:

- Led by Pastor Terry Johnson, First Baptist Church

Background:

Origination:

Volunteer

Recommendation:

N/A

Funding:

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

City Secretary

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: February 17, 2014

Topic:

- Led by Members of the Tomball High School Student Council

Background:

Origination:

Recommendation:

Funding:

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

City Secretary

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

Regular City Council Agenda Item Data Sheet

Meeting Date: February 17, 2014

Topic:

- February 25, 2014 – **Trailride Reception** – 12:00 Noon
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- April 12, 2014 – **8th Annual 5K Bunny Run and 1 Mile Kids Walk**
- **Walk Tomball!** – Every Saturday at 9:00 a.m. at the Depot
- Reports by City staff and members of council about items of community interest on which no action will be taken

Background:

Origination:

Various

Recommendation:

N/A

Funding:

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

City Secretary

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

ATTACHMENTS:

Trailride Reception

Tomball Police Department Annual Data Capture Report (SB 1074)

March 3, 2014 – Public Hearing

March 23, 2014 – “2014 Ride 2 Recovery Texas Challenge” Welcome and Reception – 9:30 a.m.-11:00 a.m.

HOWDY PARTNER!

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

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



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

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

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

**TOMBALL POLICE
DEPARTMENT
ANNUAL CONTACT DATA REPORT**



**2013
POLICE CONTACT DATA**

MISSION STATEMENT

Tomball Police Department

Mission Statement

The mission of the Tomball Police Department is to protect and serve the citizens of Tomball. As member of the Tomball Police Department, we dedicate ourselves to providing fair impartial and ethical police service to all members of the community with the highest degree of integrity, professionalism and respect.

Oath of Honor

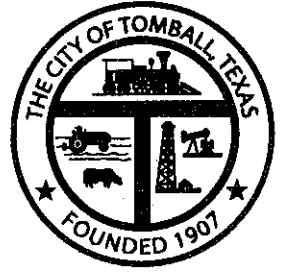
On my Honor I will never betray my Profession, my integrity, my Character, or the Public trust. I will always have the courage to hold myself and others accountable for our actions. I will always uphold the Constitution my community, and the Agency I serve.

OPENING STATEMENT



TOMBALL POLICE DEPARTMENT

Chief Robert S. Hauck
400 Fannin St., Tomball, TX 77375
Phone: (281) 351-5451 Fax: (281) 351-2615
<http://www.tomballpd.com>



January 14, 2014

Honorable Mayor and City Council
401 West Market Street
Tomball, TX 77375

RE: Annual Data Capture "Racial Profiling" Report

Dear Mayor and Councilmen:

Since January 1, 2002, the Tomball Police Department, in accordance with the Texas Racial Profiling Law (S.B. No. 1074), has been collecting police contact data as it relates to identifying and responding to any concerns of racial profiling practices by our officers. We hope that the findings provided in this report will serve as evidence that the Tomball Police Department continues to maintain strong and positive relation with the community we serve.

In this report, you will find statistical data relevant to the public contacts made during the period of January 1, 2013 through December 31, 2013. This information has been analyzed and compared to both the U.S. Census Bureau and the Texas Department of Public Safety data on motorists and citizens residing in the 77375 zip code.

It is my hope that the information provided within this report helps you better understand the commitment of the Tomball Police Department to continually strengthen the positive relationship with the community leaders whom we represent and the citizens we serve.

Yours truly,

A handwritten signature in black ink, appearing to read "R. S. Hauck".

Robert S. Hauck
Chief of Police

RESPONDING TO THE TEXAS RACIAL PROFILING LAW

TIER 1- PARTIAL EXEMPTION RACIAL PROFILING REPORT

Agency Name: TOMBALL POLICE DEPARTMENT

Reporting Date: 02/04/2014

**TCLEOSE Agency
Number:** 201228

Chief Administrator: ROBERT HAUCK

Agency Contact: Email: asolomon@tomballpd.com

Information: TOMBALL POLICE DEPARTMENT
400 Fannin St
Tomball TX. 77375

This Agency claims partial racial profiling report exemption because:

Our vehicles that conduct motor vehicle stops are equipped with video and audio equipment and we maintain videos for 90 days

Certification to This Report 2.132 (Tier 1)- Partial Exemption

Article 2.132 (b) CCP Law Enforcement Policy on Racial Profiling

TOMBALL POLICE DEPARTMENT, has adopted a detailed written policy on racial profiling. Our Policy

- 1) Clearly defines acts constituting racial profiling;
- 2) Strictly prohibits peace officers employed by the TOMBALL POLICE DEPARTMENT. From engaging in racial profiling;

- 3) Implements a process by which an individual may file a complaint with the TOMBALL POLICE DEPARTMENT. If the individual believes that a peace officer employed by the TOMBALL POLICE DEPARTMENT. has engaged in racial profiling with respect to the individual;
- 4) Provides public education relating to the agency's complaint process: **PRESS RELEASE**
- 5) Requires appropriate corrective action to be taken against a peace officer employed by the TOMBALL POLICE DEPARTMENT. who after an investigation, is shown to have engaged in racial profiling in violation of the TOMBALL POLICE DEPARTMENT'S policy adopted under this article;
- 6) Requires collection of information relating to motor vehicle stops in which a citation is issued and to arrest made as a result of the individual detained.
 - a) (B) whether a search was conducted and if so, whether the individual detained consented to the search and
 - b) (C) whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual; and
- 7) require the Chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed , to submit an annual report of the information collected under Subdivision(6) to:
 - a) the commission on Law Enforcement Officer Standards and Education; and
 - b) the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

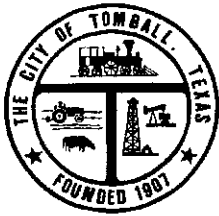
I certify these policies are in effect.

Excuted by: *Lindy Salomon*

Capitan Special Services

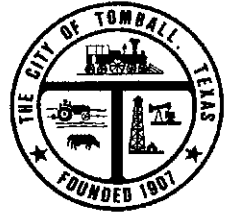
TOMBALL POLICE DEPARTMENT

Date:



PRESS RELEASE

#14-0107
TOMBALL POLICE DEPARTMENT



400 Fannin Street, Tomball, Texas 77375
(281) 351-5451

For Immediate Release

Date: January 7, 2014
Contact: Captain Anthony Solomon
Phone: (281) 290-1328

“Citizen Input: Senate Bill 1074 - Racial Profiling”

As a result of the efforts of the 77th Texas Legislature, the State of Texas enacted legislation prohibiting the practice of racial profiling. This legislation went into effect in January of 2002.

The Tomball Police Department (TPD) has a long history of working collaboratively with its citizenry and continuously seeks to enhance its mission to deliver fair and impartial police service to all segments of the community.

In an effort to assess our effectiveness in policy development and employee training, and to further our organizational philosophy of open communication with our citizens, the TPD actively seeks public feedback regarding our implementation efforts in compliance with Senate Bill 1074.

Anyone with a question or concern regarding this matter may contact Captain Anthony Solomon, at (281) 290-1328, or any TPD supervisor. Feedback may also be provided through the TPD website at www.tomballtx.gov. Any citizen wishing to commend the job performance of a TPD officer may do so by notifying any department supervisor, or via our website.

The men and women of the TPD are very appreciative of the relationship we enjoy with our community and we value your perspective, comments, and support.

TIER 1 DATA

CHART I

2014 Activity

DEMOGRAPHICS:

	NUMBER	PERCENTAGE
HISPANIC	9,555	19.05%
WHITE	30,054	59.92%
BLACK	4,011	7.99%
ASIAN	1,917	3.82%
AMERICAN INDIAN	562	1.12%
MIDDLE EASTERN	3	0.00%
OTHER	4,052	8.07%
TOTAL	50,154	100%

**NUMBERS OBTAINED FROM THE U.S. CENSUS BUREAU, CENSUS 2000 SUMMARY FILE

CONTACTS:

	CITATIONS	PERCENTAGE
HISPANIC	1026	14.96%
WHITE	4,984	72.69%
BLACK	627	9.15%
ASIAN	107	1.56%
AMERICAN INDIAN	2	0.03%
MIDDLE EASTERN	26	0.38%
OTHER	84	1.23%
TOTAL	6,856	100%

**CITATIONS COUNT OBTAINED FROM TOMBALL RACIAL PROFILIN DATA AND TOMBALL MUNICIPAL COURTS

ARRESTS:

	ARREST/RESULT OF STOP	PERCENTAGE ARRESTED
HISPANIC	42	16.80%
WHITE	179	71.60%
BLACK	27	10.80%
ASIAN	1	0.40%
AMERICAN INDIAN	0	0.00%
MIDDLE EASTERN	0	0.00%
OTHER	1	0.40%
TOTAL	250	100%

**NUMBERS OBTAINED FROM TOMBALL RACIAL PROFILE DATA RECORDS

CHART II

2014 Activity

SEARCHED:

	NUMBER SEARCHED	PERCENTAGE OF TOTAL
HISPANIC	87	9.30%
WHITE	700	74.87%
BLACK	94	10.05%
ASIAN	11	1.17%
AMERICAN INDIAN	0	0.00%
MIDDLE EASTERN	1	0.11%
OTHER	42	4.49%
TOTAL	935	100%

**INFORMATION RECORDED ON CITATIONS, NUMBERS OBTAINED FROM TOMBALL RACIAL PROFILING DATA.

SEARCHED - COMPARISON:

	CONSENSUAL SEARCH		PC/SEARCH	
HISPANIC	20	15.63%	67	8.31%
WHITE	92	71.88%	608	75.43%
BLACK	14	10.94%	80	9.93%
ASIAN	2	1.56%	9	1.11%
AMERICAN INDIAN	0	0.00%	0	0.00%
MIDDLE EASTERN	0	0.00%	1	0.12%
OTHER	0	0.00%	42	5.21%
TOTAL	128	100%	806	100%

**INFORMATION OBTAINED FROM TOMBALL RACIAL PROFILE DATA RECORDS. *PC-PROBABLE CAUSE

	YES	NO
ETHNICITY KNOWN BEFORE STOP?	627	6229

RECOMMENDATIONS

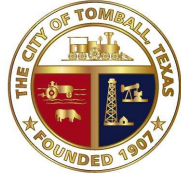
Recommendations

Based on the finding introduced in this report, the Chief of Police, along with the Command Staff will continue their efforts to adopt measures aimed at addressing potential racial profiling problems by:

- Providing further racial sensitivity training to police personnel;
- Disseminate information to all officers regarding the guidelines of behavior acceptable under the Texas Racial Profiling Law through training and policy revision;
- Implementation of an early warning system to monitor the uses of force by agency personnel and an attempt to identify related trends;
- Keep City Council and other city officials informed of measures being implemented by the Tomball Police Department;
- Continue to attend a series of professional seminars on racial profiling;
- Continue to seek an outside auditing mechanism in order to verify that the data collected is the same as the data reported;

**NOTICE OF PUBLIC HEARING
CITY OF TOMBALL, TEXAS**

MONDAY, MARCH 3, 2014



6:00 P.M.

NOTICE OF PUBLIC HEARING OF THE CITY COUNCIL OF THE CITY OF TOMBALL TO CONSIDER PROPOSED ASSESSMENTS AGAINST SECTION ONE PROPERTIES IN THE CITY OF TOMBALL PUBLIC IMPROVEMENT DISTRICT NUMBER TWO (RALEIGH CREEK SUBDIVISION) ESTABLISHED BY CITY COUNCIL RESOLUTION NO. 2007-22.

In accordance with Chapter 372 Local Government Code the Assessment Roll for **Section One** properties in the **City of Tomball Public Improvement District Number Two** has been prepared and is on file and open for public inspection in the office of the City Secretary. A Public Hearing on the Assessment will be held by the City Council as follows:

DATE & TIME: Monday, March 3, 2014, 6:00 p.m.

PLACE: City Council Chambers, 401 Market Street, Tomball, Texas 77375

COST OF IMPROVEMENTS: \$4,157,022.00

GENERAL NATURE OF THE IMPROVEMENTS: The public improvements include the construction of water lines, sanitary sewer, storm sewer, streets, detention, gas, off-site utility extensions, amenities, engineering, design fees, landscaping, PID creation, financing, and administrative costs.

BOUNDARIES: The boundaries are described in the final plat of Raleigh Creek Section One, a Subdivision of 142.8407 Acres in the Joseph Miller Survey, Abstract 50, Harris County, Texas.

Written and oral objections will be considered at the hearing. All interested persons are hereby notified of the described hearing, and of their right to appear and be heard on the matter.

CERTIFICATION

I hereby certify that the above notice of meeting was posted on the bulletin board of City Hall, City of Tomball, Texas, a place readily accessible to the general public at all times, on the 10th day of February 2014 by 5:00 p.m., and remained posted for at least 72 continuous hours preceding the scheduled time of said meetings.

Doris Speer
Doris Speer
City Secretary, TRMC

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



RIDE 2 RECOVERY

★ Sunday, March 23, 2014 ★ 9:30 a.m.

Main Street in Tomball, Texas

"They were there for us . . . so, let's be here for them!"



• Welcome more than 200 military heroes as they cycle through downtown Tomball on their multi-day trek to Fort Worth . . . It's the "Ride 2 Recovery Texas Challenge" . . .

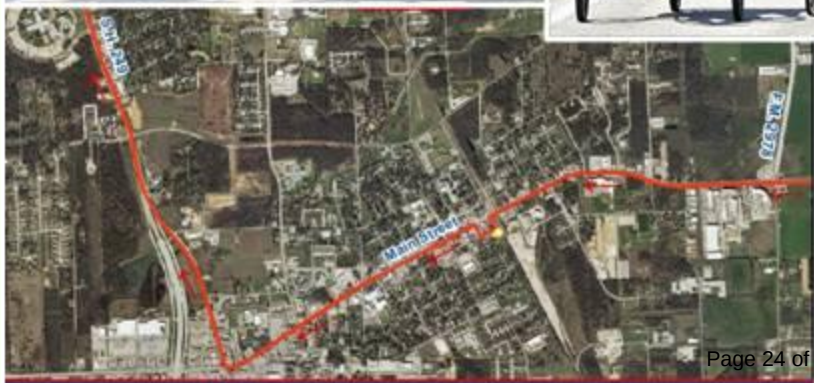


• Toss on your red, white & blue, then join us on Main Street to wave Old Glory and cheer for these men and women who have given so much for our freedom . . .

• Arriving in four waves starting around 9:30, the cyclists will stop at the Depot for a short

break, then be back onto Main Street to Business 249 N.

Call 281-351-5484, or visit tomballtx.gov for details.



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SPONSORING ORGANIZATION

Regular City Council Agenda Item Data Sheet

Meeting Date: February 17, 2014

Topic:

Approve the Minutes of the February 3, 2014 Regular City Council Meeting

Background:**Origination:**

City Secretary

Recommendation:

N/A

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

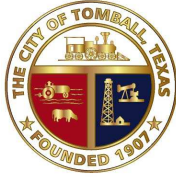
City Secretary

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

ATTACHMENTS:

Draft Minutes of the February 3, 2014 Regular City Council Meeting

MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**MONDAY, FEBRUARY 3, 2014
6:00 P.M.**

1.0 Call to Order

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

Councilman Hudgens
Councilman Stoll
Councilman Degges
Councilman Townsend
Councilman Dodson

Others present:

City Manager – George Shackelford
City Secretary – Doris Speer
City Attorney – Loren B. Smith
Fire Chief – Randy Parr
Director of Public Works – David Kauffman
Finance Director – Glenn Windsor
Marketing Director – Mike Baxter
Community Development Director – Craig Meyers
City Engineer – Lori Lakatos
City Planner – Rebeca Guerra
Fire Marshal – Doug Sanguedolce
Building Official – David Allen
NWEMS Director – Brian Bayani

2.0 The invocation was led by Pastor Bob Webb, Rosehill United Methodist Church

- 3.0 The pledges to the U. S. and Texas Flags were led by Boy Scouts of Tomball and Magnolia.
- 4.0 The following public comments were received:
- | | |
|---|--|
| Chris Oliver
Centerpoint Representative
4903 Oxbow Circle East, 77441 | - Spoke in opposition to Item 8.3, Ordinance No. 2014-04 |
| Todd Johnson
10910 S. Country Club Green
77375 | - Spoke in opposition to Item 8.1, Ordinance No. 2013-26, zoning change. |
| Dawson Duerer
12719 Mossy Ledge Drive
77377 | - Spoke regarding the completion of his Eagle Scout Project and Pamphlet showing the location of each completed historical concrete street marker. |
| Patty Zachary
10907 S. Country Club Green
77375 | - Spoke in opposition to Item 8.1, Ordinance No. 2013-26, zoning change. |
| Rio Haines
11315 S. Country Club Green
77375 | - Spoke in opposition to Item 8.1, Ordinance No. 2013-26, zoning change. |
| Gabriel Cadavid
21610 Country Club Green Way
77375 | - Spoke in opposition to Item 8.1, Ordinance No. 2013-26, zoning change. |
| Katie Jones
21502 Country Club Green
77375 | - Spoke in opposition to Item 8.1, Ordinance No. 2013-26, zoning change. |
- 5.0 Mayor Fagan presented an Eagle Scout letter of commendation to Dawson Duerer for his work in restoring the remaining historical city street markers.
- 6.0 Reports and Announcements:
- February 8, 2014 – **2nd Saturday at the Depot**; showing *“Home on the Range”* – 5:00 p.m.
 - February 25, 2014 – **Trailride Reception** – 12:00 Noon
 - March 15, 2014 – **3rd Annual Tomball Honky Tonk Music Festival**
 - ***Walk Tomball!*** – Every Saturday at 9:00 a.m. at the Depot

- Reports by City staff and members of council about items of community interest on which no action will be taken:
 - Glenn Windsor presented the Quarterly Investment Report for Period Ending December 31, 2013 - The Public Funds Investment Act requires that a report of the City's investments be presented to Council on a quarterly basis. The investment report includes a listing of all investments together with information relating to diversification, cost vs. market values, yield information, and weighted average maturities. On December 31, 2013, the City had total cash equivalents and investments totaling \$53,293,498. A copy of the report is attached for review.

- 7.0 Motion was made by Councilman Dodson, second by Councilman Hudgens, to approve the Minutes of the January 20, 2014 Regular City Council Meeting and the January 27, 2014 Special City Council Meeting.

Motion carried unanimously.

- 8.0 Old Business:

- 8.1 Motion was made by Councilman Dodson, second by Councilman Degges, to adopt, on Second Reading, Ordinance No. 2013-26, an ordinance of the City of Tomball, Texas, amending its Zoning Ordinance by changing the Zoning District Classification of approximately 18.77 acres of land, legally described as Lot 1, Lot 3, Reserve A, and Reserve C, Block 1, Tomball South Commercial, within the City of Tomball, Harris County, Texas, from the Agricultural District to the Light Industrial District; said property being generally located west of Hufsmith-Kohrville Road, north of Spell Road; providing for the amendment of the Official Zoning Map of the City; providing for severability; providing for a penalty of an amount not to exceed \$2,000 for each day of violation of any provision hereof, making findings of fact; and providing for other related matters.

Councilman Townsend stated that he would abstain from discussion and voting on Ordinance No. 2013-26 and that he had filed an affidavit of conflict of interest with the City Secretary.

Vote was as follows:

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

Motion carried, 3 votes Aye, 1 vote Nay, 1 Abstain.

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

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

Motion carried unanimously.

Moción fue presentada por el Concejal Townsend, en segundo lugar, el Concejal Dodson, para que adopten, en la segunda lectura, en la ordenanza No. 2014-01R, una ordenanza de la ciudad de Tomball, Texas, ordenando una elección especial que se celebrará en la Ciudad de Tomball el 10 de mayo, 2014, con el fin de presentar a los votantes calificados de Tomball, Texas algunas propuestas de enmiendas a la Carta actual de la ciudad, indicando las modificaciones propuestas al ser sometida a votación en esa elección; la designación del lugar de votación y el nombramiento de los funcionarios electorales de las elecciones; la forma de la votación y se ordenaba que el anuncio de la elección; que contengan otras disposiciones para el Código Electoral del Estado; Dirigir Publicación del título de esta ordenanza; Diagnóstico que Las reuniones en las que esta ordenanza se considera están abiertas al público que exige la Ley, de separación y la derogación de las Ordenanzas; y proporcionar una fecha efectiva. Votación de la siguiente manera:

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

Moción adoptada por unanimidad.

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

Ông hội đồng Hudgens	<u>Aye</u>
Ông hội đồng Degges	<u>Aye</u>
Ông hội đồng Stoll	<u>Aye</u>
Ông hội đồng Townsend	<u>Aye</u>
Ông hội đồng Dodson	<u>Aye</u>

Chuyển động mang tất cả mọi người.

議案是由委員董誠亨、第二,通過由委員Dodson,在二讀,條例第2014-01r的城市,一個條例的湯博爾、得克薩斯、訂購一個特別舉行選舉,以在該市的湯博爾10日,2014,為提交給合資格選民的湯博爾、得克薩斯某些擬議修訂現行的《憲章》的城市;他說,擬議的修正案表決者在說選舉;指定的投票站地點和任命官員的選舉,這種選舉的投票;提供的表格,並指示將該通知的選舉;載有其他規定,將給予該州選舉守則;指導出版物的標題,找到,本條例;在這次會議審議了本條例所需的是向公眾開放的法律;提供可分割性和廢除法例的沖突;和提供一個有效日期。 表決情況如下:

委員 Hudgens	<u>贊成</u>
委員 Degges	<u>贊成</u>
委員 Stoll	<u>贊成</u>
委員 Townsend	<u>贊成</u>

委員 Dodson

贊成

一致贊成議案獲得通過。

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

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

Motion carried unanimously.

9.0 New Business:

- 9.1 Motion was made by Councilman Degges, second by Councilman Townsend, to approve Request by Tomball Lions Club for City Co-sponsorship and Support for Its Annual Car Show, to be held on Sunday, April 27, 2014.

Motion carried unanimously.

- 9.2 Motion was made by Councilman Townsend, second by Councilman Dodson, to approve a Project Utility Adjustment Agreement with TxDOT and Zachry Odebrecht Parkway Builders, LLC. and Authorize City Manager to Execute the Agreement.

Motion carried unanimously.

- 9.3 Motion was made by Councilman Dodson, second by Councilman Hudgens, to approve an Encroachment Agreement for Raleigh Creek Boulevard at Raleigh Creek Subdivision and Authorize Mayor to Execute the Agreement.

Motion carried unanimously.

9.4 Discussion was held regarding the adoption of Updated Building and Fire Codes.

No action was taken.

10.0 Motion was made by Councilman Dodson, second by Councilman Hudgens, to adjourn.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this the 17th day of February 2014.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 17, 2014

Topic:

Appoint Brett D. Peabody as Alternate Municipal Court Judge to the Unexpired Term Vacated by Stephen Vigorito, Term Expiring August 15, 2015, as Required by Government Code, Section 29.005.

Background:

One of the City's current Alternate Municipal Court Judges, Stephen Vigorito, was recently appointed to a permanent position with the City of Austin, creating a vacancy with a term expiring August 15, 2015.

The Alternate Municipal Court Judges are private vendors, not City employees. Our Presiding Judge, Andrea Walker, and City staff reviewed submissions from interested applicants and recommend the appointment of Brett Peabody to fill the vacancy left by Mr. Vigorito.

Mr. Peabody has been a practicing attorney in the area for fourteen years as a criminal prosecutor in the Montgomery County Attorney's Office and he now has a local private practice.

Origination:

City Secretary

Recommendation:

Appointment of Brett Peabody to fill unexpired vacancy as Alternate Municipal Court Judge, term expiring August 15, 2015.

Funding:

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

City Secretary

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

ATTACHMENTS:

Brett D. Peabody - Letter and Resume



BRETT PEABODY
ATTORNEY AT LAW

City of Tomball, Human Resources
401 Market Street
Tomball, Texas 77375

January 13, 2014

Dear Sirs:

Please consider my application for your Alternate Judge opening. Attached is my resume.

I am a local private practice attorney who recently retired from the Montgomery County Attorney's Office after fourteen years as a criminal prosecutor. During my years of public service, I spent an enormous amount of time in local courtrooms trying cases and handling diverse legal matters on behalf of the State and County. When I was with the District Attorney's office, I served lengthy tours as Chief of various Justice of the Peace courts, dealing with matters very similar to those in your municipal court. Through the course of my career, I was fortunate to gain extensive working knowledge of proper courtroom procedure, rules of evidence, and proper courtroom decorum.

I recently moved to the Tomball area, which we now consider to be our home for life. I am quickly becoming familiar with Tomball's jurisdiction. Since my house is located very near the city limits, I could be readily available on a 24/7 basis to perform the duties of Alternate Municipal Judge when needed.

I look forward to meeting with you and discussing my application further.

Best Regards,

Brett Peabody

EXPERIENCE

BRETT PEABODY, ATTORNEY AT LAW

Private Practice Attorney, December 2013 - Present

Sole practitioner focused on Juvenile Law, Criminal Law, Family Law, and Business Law matters.

COUNTY ATTORNEY, MONTGOMERY COUNTY, TEXAS

Assistant County Attorney, September 2009 - November 2013

Chief Prosecutor of the Juvenile Justice Division, managing a staff consisting of two other attorneys, two paralegals, a police investigator, and a victim-witness coordinator. Oversaw all juvenile delinquency prosecutions and appellate matters for busy mid-size county. Worked closely with the juvenile probation department, various social services providers, and numerous law enforcement agencies to seek justice on behalf of victims and also rehabilitate juvenile offenders. Helped increase prosecutorial success indicators, reduce juvenile crime rates, lower the average juvenile detention population, and minimize taxpayer expenses. Implemented the County's first 24 hour/ 7 day a week intake and field response coverage. Initiated a program to identify and track criminal youth gang members. Led statewide efforts to prosecute possession and distribution of new synthetic designer drugs under Texas controlled substance analogue statutes. Undertook new training initiatives for juvenile probation officers and police officers.

DISTRICT ATTORNEY, MONTGOMERY COUNTY, TEXAS

Assistant District Attorney, January 2001 - September 2009

Very successful trial attorney representing the State of Texas in a mid-size state prosecutor's office. Ultimately assigned to the multiple District Courts, managing very large dockets that included felony criminal cases of all types. Served as Chief Prosecutor in several Montgomery County Courts at Law. Other assignments: Intake Attorney overseeing a Grand Jury and Courtroom Prosecutor attached to various Justice of the Peace courts. Oversaw several extensive investigations which ultimately led to the convictions of corrupt public officials.

DISTRICT ATTORNEY, HARRIS COUNTY, TEXAS

Legal Intern, May 1999 - January 2001

Full-time assistant to appellate attorneys in a large state prosecutor's office. Handled *pro se* applications for writ of habeas corpus.

DISTRICT ATTORNEY GENERAL FOR KNOX COUNTY, TENNESSEE

Acting Assistant Attorney General, May 1998 - August 1998

Represented the State of Tennessee in Felony Sessions Court under the supervision of prosecutors in Knoxville. Negotiated pleas, conducted preliminary hearings, and helped prepare cases for trial in District Criminal Courts.

U. S. DISTRICT COURT, EASTERN DISTRICT OF TENNESSEE

Law Clerk, May 1997 - August 1997

Summer assistant to United States Magistrate Judge Thomas Phillips in Knoxville. Researched and wrote judicial correspondence and orders. Courtroom law clerk.

RURAL LEGAL SERVICES OF TENNESSEE

Intern, August 1995 - August 1996

Assistant to five public interest attorneys in Oak Ridge, Tennessee, performing investigations, research, and administrative duties.

PRE-LAW PROFESSIONAL SUMMARY

INTERNATIONAL THOMSON PUBLISHING, CAREER EDUCATION GROUP

Marketing Representative, June 1991 - May 1995

Award-winning sales and field editorial development for leading education textbook publishers in large Central Texas territory. Recruited authors and reviewers for college texts.

INTERNATIONAL THOMSON PUBLISHING, DELMAR PUBLISHING, INC.
Field Representative, June 1986 – June 1991
Facilitated state and local textbook adoptions in Texas, Louisiana, and Mississippi.
Successfully negotiated with large proprietary school chains. National Top Producer.

LUCAS DURALITH CORPORATION
Technical Representative, July 1983 – June 1986
Sold custom engineered electronic assemblies to Texas manufacturers, primarily in the oil field, computer, and machine tool industries.

WRIGHT LINE, INC.
Outside Salesman, May 1982 – July 1983
Dealt with major industrial and governmental accounts in San Antonio, selling computer media storage and filing equipment.

RADIO SHACK
Retail Salesman, 1980 – 1982
Worked while attending University. Other part-time jobs while attending school: auto mechanic, football referee, lifeguard.

THE SOUTHWESTERN COMPANY
Salesman, 1978 – 1980
Sold books door-to-door for two summers in Kentucky, Indiana, and Michigan. Helped manage and motivate a large sales team. Trained new sales-people during the school year. Century Club award for outstanding performance.

EDUCATION

UNIVERSITY OF TENNESSEE COLLEGE OF LAW
Knoxville, Tennessee
JD, May 2000

- GPA: 3.16 (top 35%)
- Dean’s List
- Ranked #1 Criminal Law student
- Certificate for Academic Excellence in Criminal Law
- Certificate for Academic Excellence in Trial Practice
- Phi Delta Phi

TEXAS A&M UNIVERSITY
College Station, Texas
BBA, Industrial Marketing, 1978 – 1982

JOHN FOSTER DULLES HIGH SCHOOL
Stafford, Texas
Diploma, 1974 - 1978
Regional Speech and Debate Champion

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 17, 2014

Topic:

Award Contract for RFP 2014-03, Vendor to Sell Beer and Wine at City Festivals, to Cisco's Salsa Company

Background:

The City of Tomball solicited Requests for Proposal (RFP) from qualified firms or individuals to act as the primary vendor for the sales of beer and wine at City signature festivals and events. The RFP was based on an anticipated maximum of seven (7) festivals during the calendar year, with the initial contract period being one calendar year. Following the initial contract period, the City may renew the agreement for an additional period of up to three (3) calendar years.

Proposals were received from two local businesses:

1) Pecos Grilling Company

2) Cisco's Salsa Company

Side-by-side comparison of five key elements offered in the proposals:

Pecos Grilling Company

- Percentage of gross sales to the City: 20%
- Presentation: 20x20 canopy tent structure
- Liquor liability insurance: \$1,000,000
- TABC certified servers: yes
- Additional considerations: NA

Cisco's Salsa Company

- Percentage of gross sales to the City: 30% of gross, unless gross sales are less than \$1,500 (average fixed costs from the past two year's events) i.e. rain out.
- Presentation: Themed distressed serving bars with red umbrella-topped picnic tables on-site
- Liquor Liability Insurance: \$1,000,000
- TABC certified servers: yes
- Additional consideration: A separate drink concession will be set up with soft drinks, lemonade, and other beverages will be set up at each event, with net proceeds from the stand benefitting the summer Tomball Kids Club.

Origination:

Recommendation:

Recommendation: Based on the proposals received, it is recommended that Cisco's Salsa Company be named primary vendor for beer and wine sales at City signature festivals and events in accordance with RFP 2014-03.

Funding:

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

Mike Baxter, Marketing Director

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

ATTACHMENTS:

Recommendation, Tabulation, and Exhibits



City of Tomball Marketing Department

February 10, 2014

Tomball City Council Agenda Item

Meeting date: February 10, 2014

Topic:

RFP – 2014-3: Recommendation of vendor for beer and wine sales at City festivals.

Background:

The City of Tomball solicited Requests for Proposal (RFP) from qualified firms or individuals to act as the primary vendor for the sales of beer and wine at City signature festivals and events. The RFP was based on an anticipated maximum of seven (7) festivals during the calendar year, with the initial contract period being one calendar year. Following the initial contract period, the City may renew the agreement for an additional period of up to three (3) calendar years.

Proposals were received from two local businesses:

- 1) Pecos Grilling Company
- 2) Cisco's Salsa Company

Side-by-side comparison of five key elements offered in the proposals:

<u>Vendor</u>	<u>% of sales to the City</u>	<u>Presentation</u>	<u>Insurance</u>	<u>TABC</u>	<u>Add. Considerations</u>
Pecos	20% of gross	20x20 canopy Tent structure	\$1,000,000	Yes	NA
Cisco's	30% of gross, unless gross sales are less than \$1,500, (fixed costs), i.e. rain	Themed bars with umbrella topped tables at sales site(s)	\$1,000,000	Yes	A separate drink concession selling soft drinks, lemonade, and other beverages with net proceeds benefiting Tomball Kids Club

Recommendation: Based on the proposals received, it is recommended that Cisco's Salsa Company be named primary vendor for beer and wine sales at City signature festivals and events in accordance with RFP 2014-3.

REPORT: COMPARISON OF BID PROPOSALS - Festival alcohol vendors

DATE:	February 10, 2014		PROPOSAL NO.:	2014--3
DESCRIPTION:	Vendor to Sell Beer and Wine at City Festivals			
RECOMMENDATION BY:	Mike Baxter, Marketing Director – City of Tomball			

BIDDER	ADDRESS	Percent of Sales to the City	On-site Sales Presentation	Insurance coverage	TABC certified	Additional considerations
Pecos Grilling Company	28900 Tomball Parkway, Tomball, TX 77375	20% of gross alcohol sales	20x20 canopy tent	\$1 M	YES	NA
Cisco's Salsa Company	209 Commerce Street, Tomball, TX 77375	30% of gross alcohol sales, unless gross sales are less than \$1,500 (fixed costs), i.e. rain	Themed bars with umbrella topped tables	\$1 M	YES	A separate stand-alone beverage stand selling root beer, lemonade, and other beverages with net proceeds given to support the summer Tomball Kids Club.

RECOMMENDATION:	I recommend awarding the contract to serve festival beer and wine to Cisco's Salsa Company based on 1) percentage of sales paid to the City, 2) on-site presentation and 3) other considerations as highlighted above.
NOTES:	

City Administrator, Signature

PECOS GRILLING COMPANY

28900 TOMBALL PARKWAY
TOMBALL, TEXAS 77375
281-290-9200

Proposal Number 2014-03 – Vendor to Sell Beer and Wine at City Festivals

This is a proposal for Pecos Grilling Co. to be the primary vendor for the sales of beer and wine at the following City of Tomball signature festivals and events:

- Honky Tonk Music Festival on March 15, 2014
- Rails and Tails Mudbug Festival May 3, 2014 and May 4, 2014
- Memorial Day Weekend Chili Challenge May 24, 2014
- Tomball Texas Music Festival (Tentative) August 30, 2014
- Bugs, Brew & Barbecue September 27, 2014
- Tomball Bluegrass Festival October 25, 2014

Previous Festivals we have worked include:

- Bugs, Brew & Barbecue 2013

We were one of the food vendors. 5,200 people attended.

- July Forth 2013

We provided food, beer, wine and mixed drinks. 18,000 people attended.

- July Forth 2012

We provided food, beer, wine and mixed drinks. 7,000 people attended.

References:

- Rosalie Dillon, Community Events Coordinator for the City of Tomball.
Phone: 281-610-2595 E-Mail: rdillon@ci.tomball.tx.us
We have worked closely with Rosalie Dillon with all of the above mentioned festivals.

Percentage of gross festival revenue to be offered to the City of Tomball:

- Pecos Grilling Co. is willing to offer twenty percent of the gross revenue of all the beer and wine that we would sell at each of the proposed festivals.

Description of Proposed Vending Space(s):

- Pecos Grilling Co. would need space to erect one twenty foot by twenty foot canopy style tent.

Proposal Number 2014-03 – Vendor to Sell Beer and Wine at City Festivals

TABC Certified Servers:

- As a restaurant with a Mixed Beverage and a Beer and Wine license all of our servers are TABC certified.
- Attached are copies of TABC certificates for servers who may be present at the Festivals.
- At each Festival we will have a copy of the TABC certificates for each server.

Proof of Proposed \$1,000,000.00 Liquor Liability Insurance:

- Attached is a copy of the Liability Declarations page of our insurance policy showing the \$1,000,000.00 Liquor Liability.

Special Event Liquor Liability Certificate with the City of Tomball as additional insured:

- Attached is a copy of a previous certificate showing that we do have the ability to obtain coverage naming the City of Tomball as an additional insured.

Thank you for taking the time to consider Pecos Grilling Co. to be the primary vendor for The City of Tomball's signature Festivals and Events.



Frederick Sembera, Owner



Christopher Parker, General Manager

Certificate # 5028237

Texas Alcoholic Beverage Commission
Seller Training Certification
Jacey L. Turpin
Trainee's Name
has completed a TABC approved Seller Training Program.

Expiration date: 06-02-14
2 years from date of issue

 [Signature]
Trainer Signature

Certificate # 5028238

Texas Alcoholic Beverage Commission
Seller Training Certification
Jennifer Kimich
Trainee's Name
has completed a TABC approved Seller Training Program.

Expiration date: 06-02-14
2 years from date of issue

 [Signature]
Trainer Signature

Certificate # 5028239

Texas Alcoholic Beverage Commission
Seller Training Certification
Frederick J. Sembern
Trainee's Name
has completed a TABC approved Seller Training Program.

Expiration date: 06-02-14
2 years from date of issue

 [Signature]
Trainer Signature

Certificate # 5028240

Texas Alcoholic Beverage Commission
Seller Training Certification
Kendall B. Robinson
Trainee's Name
has completed a TABC approved Seller Training Program.

Expiration date: 06-02-14
2 years from date of issue

 [Signature]
Trainer Signature

Certificate # 5028241

Texas Alcoholic Beverage Commission
Seller Training Certification
Joshua K. Dunn
Trainee's Name
has completed a TABC approved Seller Training Program.

Expiration date: 06-02-14
2 years from date of issue

 [Signature]
Trainer Signature

Certificate # 5028242

Texas Alcoholic Beverage Commission
Seller Training Certification
Amanda N. Perez
Trainee's Name
has completed a TABC approved Seller Training Program.

Expiration date: 06-02-14
2 years from date of issue

 [Signature]
Trainer Signature

Certificate # 5028234

Texas Alcoholic Beverage Commission
Seller Training Certification
Christopher M. Parker
Trainee's Name
has completed a TABC approved Seller Training Program.

Expiration date: 06-02-14
2 years from date of issue

 
Trainer Signature

Certificate # 5028235

Texas Alcoholic Beverage Commission
Seller Training Certification
Alyssa M. Ferguson
Trainee's Name
has completed a TABC approved Seller Training Program.

Expiration date: 06-02-14
2 years from date of issue

 
Trainer Signature

Certificate # 5028236

Texas Alcoholic Beverage Commission
Seller Training Certification
Susan L. Hoffman
Trainee's Name
has completed a TABC approved Seller Training Program.

Expiration date: 06-02-14
2 years from date of issue

 
Trainer Signature





Cisco's Salsa Company ~ 209 Commerce Street, Tomball, Texas 77375 ~ (281) 351-7572

To: City of Tomball Administration

From: Cisco's Salsa Company

RE: Proposal for Beer/Vendor Sales at City of Tomball Festivals 2014

Please accept our bid for alcohol/beer sales during the 2014 Festivals. Thank you for your time and consideration of our proposal.

Background:

2011; Cisco's Salsa Company began providing beer/concession booths in conjunction with the City of Tomball Festivals in 2011. During the initial year we volunteered to attend ALL festivals regardless of weather or attendance to help promote the downtown area as well as the startup of the city sponsored festivals. As was expected attendance was in its infancy and financial investment of time and money from Cisco's was contributed to fund booths at all events.

2012; in early 2012 we started on designing custom beer booths for 2012 and future events. After discussion with City Marketing we felt the investment into custom vintage style bar and backdrops would add flair and individuality that the city was seeking. First booth was ready in early 2012 (see photo a). In 2012 we saw tremendous growth in attendance and found it necessary to add a second larger custom booth (see photo b). This booth doubles capacity and serves twice as many customers as a standard 10'x10' booth. Our investment into booths constructed for use at the City festivals was in excess of \$5,000.00 for the year.

2012 was a tremendously successful year in attendance, as with all outdoor events it is difficult to gage attendance with a non-ticket sales event. To assist service levels we chose to only hire TABC Certified Servers that came from a high volume background (see photo c). We also looked for outgoing and customer friendly individuals who would add a better level of customer service. They were also instructed before every event that the City festivals are family oriented and to adhere to tough standards on underage drinking (I.D.'s) and over-serving no matter how busy they became. We felt we accomplished this proficiently with minimal alcohol related incidents in all years we have attended. Financially we felt we broke even and paid for a large part of our original investment from proceeds for the year.

2013 was once again successful and attendance was high. With use of both large and small booths and our qualified high volume servers we are able to handle the large shifts in volume and keep wait times manageable. During this year we introduced Craft Beer sales as part of standard operations. Craft Beer popularity is on the rise and adds a distinctive style for the festival. Our selected festival staff has had previous experience in craft beer sales and also receives onsite education for products available that day. Product knowledgeable staff contributes to repeat sales and provides an informative and interesting flair for the customer. 20% of gross sales were paid to the city from beer sales that year.

2013 would be the first year for us to turn a profit from festival sales.

2014; we are looking forward to further our relationship with the city and the festivals, We feel that the two previous years has educated and provided us resources to produce a unique style and feel to our concession that adds to the city sponsored events. For 2014 and future years we would like to present the following proposal;

Estimated Costs: As we are looking for a fair and equitable partnership with the City here is brief explanation of approximate percentages we are anticipating on sales of \$2,000.00 or more;

25% for Beer and supplies i.e. beer, cups, ice, napkins, service tools, etc...

15% Labor

\$1,500.00 fixed base cost. (\$1,500.00 per event is an estimated fixed set up cost. Covering items such as insurance, permits, set up, break down labor, partial waste, etc... Typically non-refundable due to poor turn- out, cancellation, etc...)

\$3,000.00 budgeted for cost of improvements; i.e. booth improvements and additions, additional signage, outdoor items repaired/replaced.

With this in mind we propose the following;

30% of gross beer/alcohol sales paid to the city over the initial \$1,500.00 fixed base cost. (Out of pocket fixed expenses paid first)

Remainder to Cisco's to cover product, supplies, labor, spillage, repairs, improvements (to booths and beer garden), labor bonuses, advertising, complimentary drinks (band, etc...)

In a nut shell we are basically splitting the profit with the city over expenses.

Pricing: pricing will include selections from \$5 to \$7, depending on product cost and size. We will price product at a fair value for our customers based on a festival environment. Please remember that lower value can create higher consumption. We strive to keep a family environment. Short waits/ lines at the booths also slow consumption of alcohol reducing intoxication and can also create a social gathering area. (5-8 min. or less is our standard).

Accountability: To provide accountability Cisco's Salsa Company will provide original inventory via purchase invoices for beer/alcohol to be sold at festivals. Remaining Beer/alcohol will be inventoried at end of event and used for sales calculations at that time, if all sales are cash a check will be issued within 72 hours for proceeds. Credit card purchases, if made available, will need prior City and Cisco's approval. City tokens/mugs can be made available for sale at booth with all proceeds for such sale made to city.

Structures: Cisco's Salsa Company will provide one to two custom booths as required at all events, both with tap and craft beer service. All booths will have a vintage large front bar and rustic style tin back wall with custom tent cover. " Beer Here" signage will be bold and approved by city marketing. All booths will have vintage tin beer signs displayed from Texas breweries (see photo A) 4 large wood picnic tables & 4 red umbrellas will be placed at booths to create beer garden (see photo d).

Insurance: \$1,000,000. A Liquor liability Insurance policy will be provided through our local insurance agency that we have used for our past events. Policies will include City of Tomball as additional insured.

Service: Our same TABC certified servers are on board and excited for 2014 festivals! Also due to the proximity of our home location and size of our TABC certified in-house staff we were able to call in reinforcements as necessary to handle peak periods.(see photo c)

In closing we look forward to a long and successful relationship with the City of Tomball. We hope to add flavor and fun to the festivals with safety of our guests being the upmost concern. We are locally based and are looking to future invest in our wonderful downtown area. We are continually improving our appearance and performance at our concessions to help set the City of Tomball Festivals apart as a Family oriented, high quality event for all to enjoy.

Thank you for your consideration,

Sincerely,

Cisco's Salsa Company

One last proposal: We would prefer to work off a longer term commitment so when we invest into improvements for festival items we can have a level of confidence of return on investment. To step up our offer if we can obtain an extended contract we would like to set up a small booth next to us to sell and donate proceeds (after costs) to the Tomball Kids Club Summer Program. Products such as St Arnolds Root beer, Ice Tea, Lemonade etc... Items are open for discussion. We will work on possible donation of product from St. Arnolds as well.



Cisco's Salsa Company ~ 209 Commerce Street, Tomball, Texas 77375 ~ (281) 351-7572

Re: Festival vendor bid for Beer/Alcohol sales for City of Tomball

Clarification of Base Cost;

Initial \$1,500.00 will be excluded from 30% gross share paid to city if we do not exceed \$1,500.00 in total gross sales. Funds from event grossing less than \$1,500.00 will be applied to out of pocket non-refundable costs caused by early cancellation, inclement weather, etc... fees include insurance, permit fees, set up and break down labor, product waste. All festivals where gross sales exceed \$1,500.00 a 30% share of total gross sales will be paid to city.

Thank you and please contact us if any further explanation is needed.

Cisco's Salsa Company



Cisco's Salsa Company Beverage stand #1
Tomball Honky Tonk Music Festival 2013



Photo A
Our Rustic tin Bar
With Texas Brewing Signs



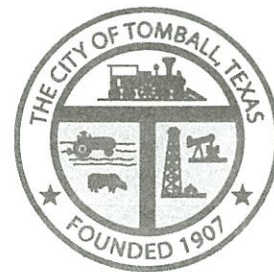
TOMBALL POLICE DEPARTMENT

Chief Robert S. Hauck

400 Fannin St., Tomball, TX 77375

Phone: (281) 351-5451 Fax: (281) 351-2615

<http://www.tomballpd.com>



January 20, 2014

Laura Wilson
Cisco Salsa Company
209 Commerce Street
Tomball, TX 77375

Dear Mrs. Wilson:

For the past three years, your establishment has been the exclusive alcoholic beverage provider for all City-sponsored events held at the Depot Plaza. During these many events, your cooperation, planning, communication, and responsible delivery of beverage service has in large part lead to the great success we have enjoyed at these wonderful community gatherings!

Your employees have always been willing to reach out to my staff when emerging issues were recognized, your staff has taken very seriously their responsibility to control perimeter access, and they have continually maintained a clean and safe environment in and around your sales booths.

Simply stated, the Cisco Salsa Company has been a great partner with the Tomball Police Department, and I want to thank you for the yeoman's work you and your staff have done to make our city a very special place! I look forward to our continued partnership during many family-friendly community events in the future.

Very truly yours,

A handwritten signature in dark ink, appearing to read "R. S. Hauck".

ROBERT S. HAUCK
Chief of Police

Regular City Council

Agenda Item

Meeting Date: February 17, 2014

Data Sheet

Topic:

Consideration and Possible Action to Approve, as a Project of the Corporation, an Agreement with Breaux Properties, LTD, to Make Direct Incentives To, or Expenditures For, the Creation or Retention of Primary Jobs Associated with the Expansion of a Manufacturing Facility Located at 28006 High Meadow Road, Tomball, Texas. The Estimated Amount of Expenditures for Such Project is \$74,534.00.

Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project." At its regular meeting on February 4, 2014, the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with Breaux Properties LTD, for the creation or retention of primary jobs. The City Council of Tomball has final approval authority over all projects and agreements of the TEDC.

Origination:

Tomball Economic Development Corporation Board of Directors

Recommendation:

Approve, as a Project of the Corporation, the Performance Agreement with Breaux Properties LTD.

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	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Cover Memo

Request Letter

Economic Impact Analysis

Draft Agreement



TO: City Council Members
City of Tomball

FROM: Kelly Violette
Executive Director, Tomball Economic Development Corporation

MEETING DATE: February 17, 2014

SUBJECT: Breaux Properties LTD

ITEM TYPE: Action

Breaux Properties LTD owns and operates Breaux Machine Works out of an approximately 52,580 square foot facility located at 13842 Hirschfield Road, Tomball, TX 77377. The facility provides CNC machining, conventional turning, milling, boring, drilling, and contract manufacturing services for customers in the energy industry. The company currently employs one hundred and fifteen (115) workers with average salaries of \$60,000.

Breaux Properties LTD plans to expand its current operations and has purchased a 3.402 acre tract of land near its existing facility in order to construct a 35,750 square foot facility to accommodate the company's growth. The new facility will be located at 28006 High Meadow Road, Tomball, TX 77377 and will employ ten (10) additional workers. The estimated capital investment for this project is \$11,050,000.

An economic impact analysis has been prepared to show the impact of this project on Tomball's economy. Per the analysis, the estimated five year net benefit to the city is \$248,446.00. The proposed incentive is based upon 30% of the cumulative net benefit of the project over the first five years for a total grant amount of \$74,534. The rate of return on the incentive over 5 years is 66.7%.

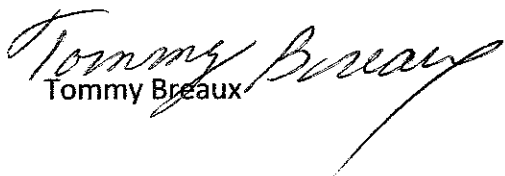
BREAUX PROPERTIES LTD

1502 RUDOLPH

TOMALL, TEXAS 77375

Breaux Properties LTD has the intent to apply for grant assistance and expand our business in Tomball at a new location adjacent to our existing business. Tommy Breaux is the owner of the business and can be reached at 281-351-6288 or 713-201-7910. My North American Industry Classification System (NAICS) code is 333122. We are a Machine Shop that services primarily the Oil Production Industry. We machine parts per customer's request that are shipped World Wide. The Company has been located at 13842 Hirschfield Road, Tomball, Texas 77377 for Thirty Eight (38) years. We are expanding our business to a location adjacent to our existing facility to accommodate the company's growth. The new location is a 35,750 square foot Machine Shop with 800 square foot break room and restroom and 4,100 square foot open shed area attached to shop. Located on 3.402 acres located at 28006 High Meadow Road, Tomball, Texas 77377. We would bring 10 jobs to Tomball and add 1 job within the first year of operation at the new location. The average Salary is \$60,000.00.

Sincerely,


Tommy Breaux

Economic Impact of Breaux Properties LTD in Tomball, TX

Executive Summary

January 31, 2014

Prepared by:

Tomball Economic Development Corporation
29201 Quinn Road
Tomball, TX 77375

This summary was prepared by the Tomball Economic Development Corporation using Quick Impact by Impact DataSource. Please consult the full economic impact report for additional details and assumptions used in this analysis.

Project Description

This project is an expansion of Breau Machine Works. The project includes the construction of a new 35,750 square foot machine shop on approximately 3.402 acres located at 28006 High Meadow Road in Tomball. The project location is adjacent to the company's existing facility on Hirschfield Road and the new facility will support the existing facility in the manufacture of oilfield products for worldwide distribution. The project will result in the creation of 10 new jobs with average salaries of \$60,000.00.

Economic Impact Over the First 10 Years

The project will have the following economic impact on the City of Tomball area over the first 10 years:

Economic Impact Over the First 10 Years			
	Direct	Indirect & Induced	Total
Total number of permanent direct and indirect jobs to be created	10	16	26
Salaries to be paid to direct and indirect workers	\$12,182,231	\$9,530,159	\$21,712,390
Taxable sales and purchases expected in the city	\$3,602,689	\$833,889	\$4,436,578
The value of new residential property to be built for direct and indirect workers who move to the city by Year 10	\$0	\$0	\$0
The market value the firm's property on local tax rolls in Year 1	\$11,050,000	\$0	\$11,050,000

Fiscal Impact Over the First 10 Years

Over the first 10 years, the City of Tomball and Tomball EDC can expect the following net benefits from the facility, its employees, and workers in spin-off jobs created in the community:

Costs and Benefits for the City Over the First 10 Years			
	Benefits	Costs	Net Benefits
Sales taxes allocated to the City	\$66,549	\$0	\$66,549
Sales taxes allocated to Tomball EDC	\$22,183	\$0	\$22,183
Property taxes	\$285,273	\$0	\$285,273
Utility revenues	\$208,625	\$0	\$208,625
Utility franchise fees	\$17,510	\$0	\$17,510
Hotel occupancy taxes	\$3,002	\$0	\$3,002
Other taxes and user fees	\$10,512	\$0	\$10,512
Building permits and fees	\$9,990	\$0	\$9,990
Costs of providing utilities	\$0	\$187,763	(\$187,763)
Costs of providing municipal services for new residents	\$0	\$19,414	(\$19,414)
Total	\$623,643	\$207,176	\$416,467

ECONOMIC IMPACT EXECUTIVE SUMMARY: BREAUX PROPERTIES LTD

Net Benefits To The City From The Direct and Indirect Sources

The city will receive benefits from direct and indirect economic impacts that result from the project. The benefits, associated costs and net benefits for the first 10 years are shown below, divided between direct and indirect impacts.

Net Benefits to the City from Direct and Indirect Sources			
<i>Benefits/Costs from:</i>			
	<i>Direct</i>	<i>Indirect & Induced</i>	<i>Total</i>
<u><i>Additional revenues:</i></u>			
Sales taxes allocated to the City	\$54,040	\$12,508	\$66,549
Sales taxes allocated to Tomball EDC	\$18,013	\$4,169	\$22,183
Property taxes	\$285,273	\$0	\$285,273
Utility revenues	\$179,039	\$29,586	\$208,625
Utility franchise fees	\$15,239	\$2,270	\$17,510
Hotel occupancy taxes	\$3,002		\$3,002
Other taxes and user fees	\$3,504	\$7,008	\$10,512
Building permits and fees	\$9,990		\$9,990
Total additional revenues	\$568,101	\$55,542	\$623,643
<u><i>Additional costs:</i></u>			
Costs of providing utilities	\$161,135	\$26,628	\$187,763
Costs of providing municipal services for new residents	\$6,471	\$12,943	\$19,414
Total additional costs	\$167,606	\$39,570	\$207,176
Net Benefits	\$400,495	\$15,972	\$416,467
<i>Percent of total net benefits for city</i>	<i>96%</i>	<i>4%</i>	

The net benefits to the city over the first 10 years are estimated to accrue as detailed below.

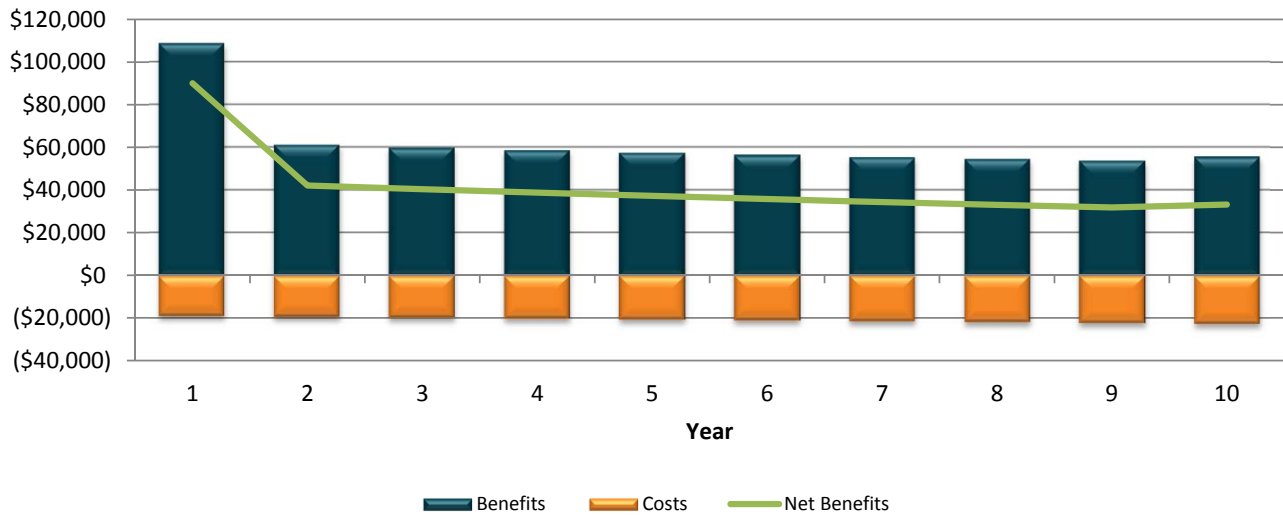
Net Benefits to the City by Year				
	Benefits	Costs	Net Benefits	Cumulative Benefits
Year 1	\$108,952	\$18,921	\$90,031	\$90,031
Year 2	\$61,361	\$19,299	\$42,062	\$132,093
Year 3	\$60,069	\$19,685	\$40,384	\$172,477
Year 4	\$58,842	\$20,079	\$38,763	\$211,240
Year 5	\$57,687	\$20,480	\$37,207	\$248,446
Year 6	\$56,614	\$20,890	\$35,724	\$284,170
Year 7	\$55,632	\$21,308	\$34,324	\$318,494
Year 8	\$54,752	\$21,734	\$33,018	\$351,512
Year 9	\$53,989	\$22,169	\$31,820	\$383,332
Year 10	\$55,747	\$22,612	\$33,135	\$416,467
Total	\$623,643	\$207,176	\$416,467	
<i>Present Value of Net Benefits*</i>			<i>\$334,075</i>	

**The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. A dollar today and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.*

Fiscal Impact Over the First 10 Years

The graph below depicts the costs, benefits and net benefits to the city over the first 10 years.

Net Benefits Over the First 10 Years



Incentives

Tomball EDC may consider the following incentives for the project:

Incentives	
Year 1	\$74,534
Year 2	\$0
Year 3	\$0
Year 4	\$0
Year 5	\$0
Year 6	\$0
Year 7	\$0
Year 8	\$0
Year 9	\$0
Year 10	\$0

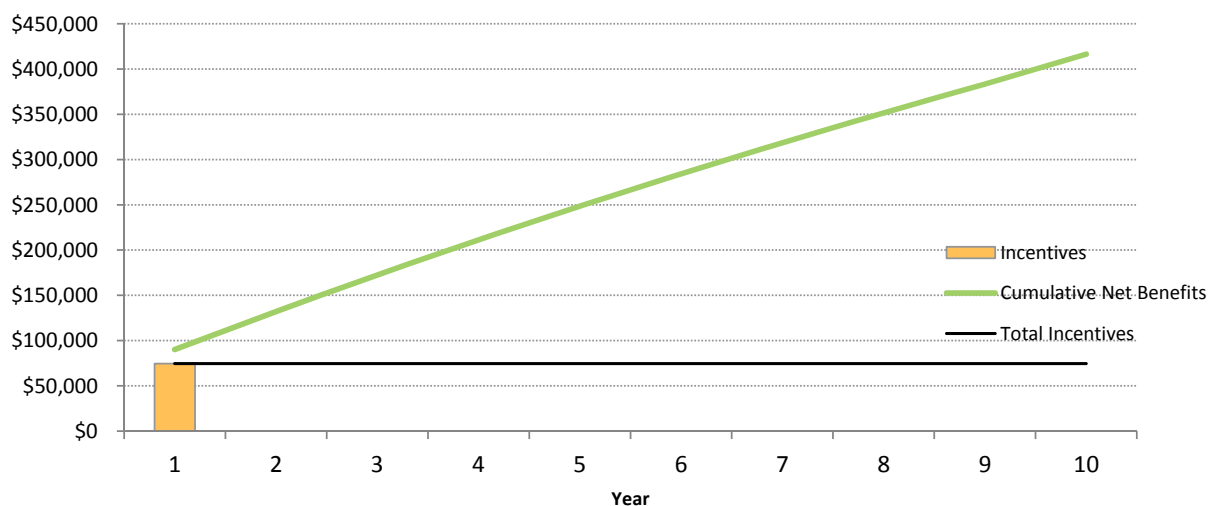
The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return and payback period.

Analysis of Incentives	
Total Incentives	\$74,534
Rate of Return Over 5 Years	66.7%
Payback period (years)	0.8

* Rate of Return and Payback Period are calculated based on the sum of annual incentives rather than the PV of 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.

Incentives vs. Cumulative Net Benefits



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 the Development Corporation Act, now Chapter 501 et seq of the Texas Local Government Code, located in Harris County, Texas (the “TEDC”), and **Breaux Properties LTD** (the “Company”), 1502 Rudolph Road, Tomball, TX 77375.

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 currently owns and operates an approximately 52,580 square foot manufacturing facility located at 13842 Hirschfield Road, Tomball, TX 77377, and employs one hundred and fifteen (115) workers at such location; and

WHEREAS, the Company proposes to expand its business operations on a 3.402 acre tract of land within the City, located at 28006 High Meadow Road, Tomball, TX 77377 (the “Property”), and more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company plans to expend funds to construct a 35,750 square foot manufacturing facility and make other capital improvements (the “Improvements”) on the Property, more particularly described in Exhibit “B,” attached hereto and made a part hereof; and

WHEREAS, the Company also proposes to maintain the current one hundred and fifteen (115) jobs at its current location at 13842 Hirschfield Road, Tomball, TX 77377 and create ten (10) new full-time employment positions at the new facility located at 28006 High Meadow Road, Tomball, TX 77377; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Seventy-Four Thousand Five Hundred and Thirty Four Dollars (\$74,534) to assist in the construction of the Improvements and the addition of the ten (10) new full-time employees 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 suitable for the expansion of the business operations at the property, to promote and develop new business enterprises on the Property, and in furtherance of the creation and retention of primary jobs;

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.

The Company covenants and agrees that it will construct the Improvements and operate and maintain the proposed business on the property for a term of at least five (5) years, and will for such term, except as provided by paragraph 4 hereof, maintain one hundred and fifteen (115) employees and create ten (10) new full-time jobs; and

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the ten (10) new employees, and obtaining all necessary occupancy permits from the City shall occur within twenty-four (24) months from the Effective Date of this Agreement. Extensions of these deadlines, due to any extenuating circumstance or uncontrollable delay, may be granted at the sole discretion of the Board of Directors of the TEDC.

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 by 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 the sum of Seventy-Four Thousand Five Hundred and Thirty Four Dollars (\$74,534) to fund a portion of the cost of the Improvements and the addition of the ten (10) new employees to the Company's business operations on the property. 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; (b) proof that the Company has maintained and added the number of employees indicated above to its business operations, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; (c) verification 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, the amount of the funding provided to the Company by the 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: Breaux Properties LTD
1502 Rudolph Road
Tomball, Texas 77375
Attn: Neil T. Breaux, Manager

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.

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 _____ 2014 (the "Effective Date").

BREAUX PROPERTIES LTD

By: _____

Name: Neil T. Breaux

Title: Manager

ATTEST:

By: _____

Name: _____

Title: _____

**TOMBALL ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: Bill Sumner

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §

§

COUNTY OF HARRIS §

This instrument was acknowledged before me on the _____ day of _____
2014, by Neil T. Breaux, Manager, Breaux Properties LTD, 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 _____
2014, 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

Lot 5 Block 1 Parkway Oasis Replat No. 2— a 3.402 acre tract located at 28006 High Meadow Road, Tomball, TX 77377.

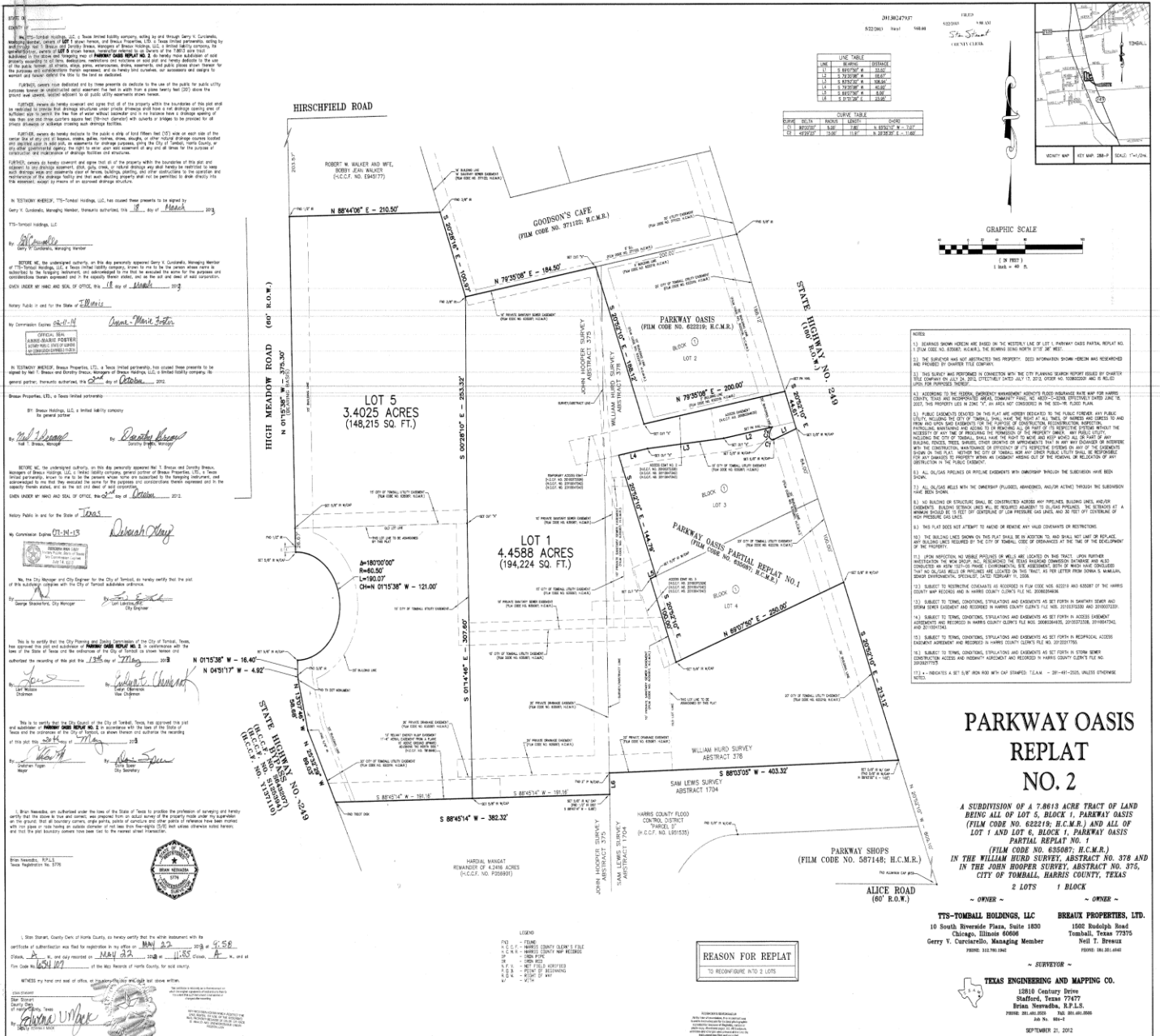


EXHIBIT "B" Improvements

The construction of a 37,750 square foot manufacturing facility along with related parking and infrastructure facilities on approximately 3.402 acres located at 28006 High Meadow Road, Tomball, TX 77377.

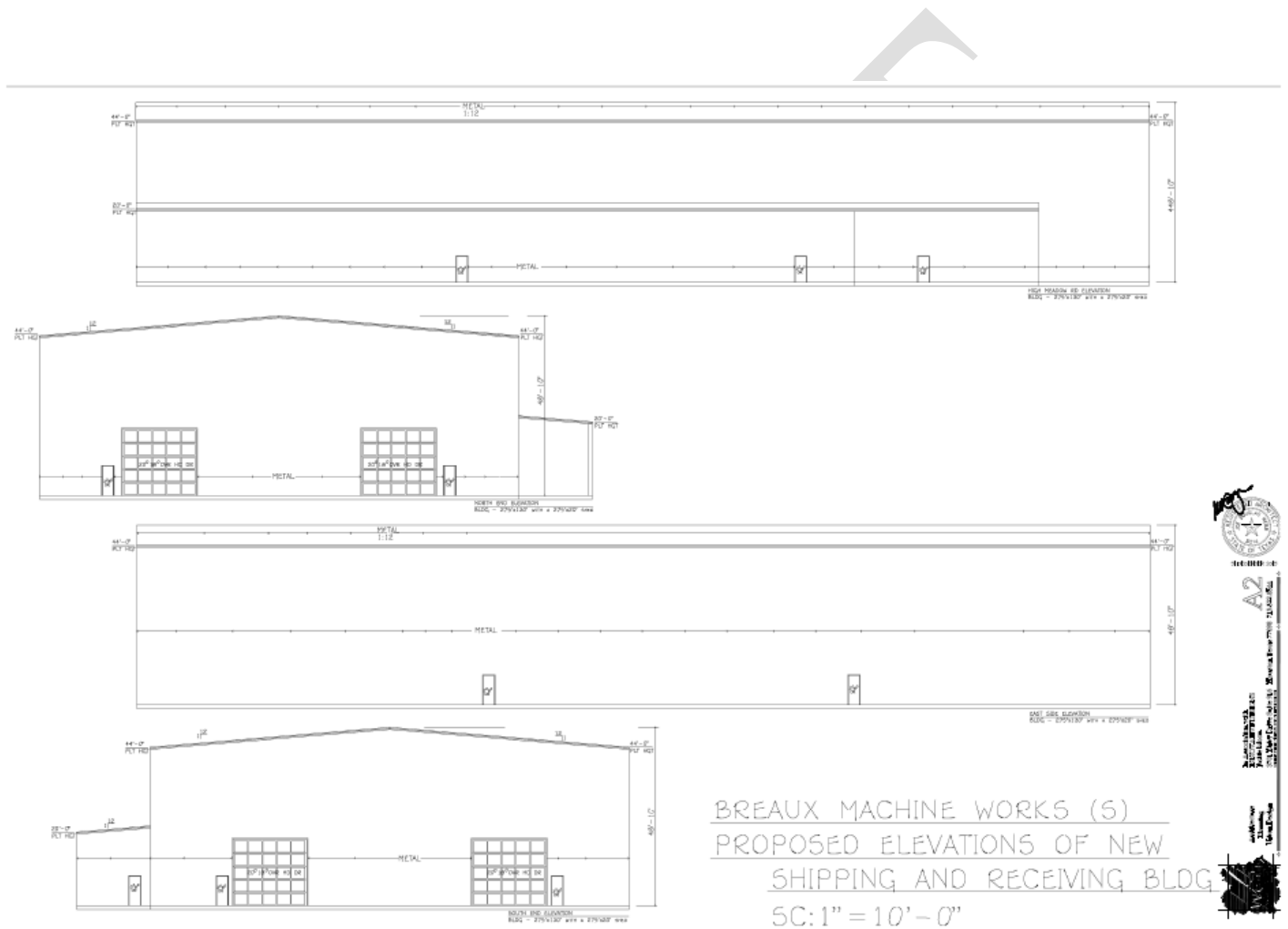
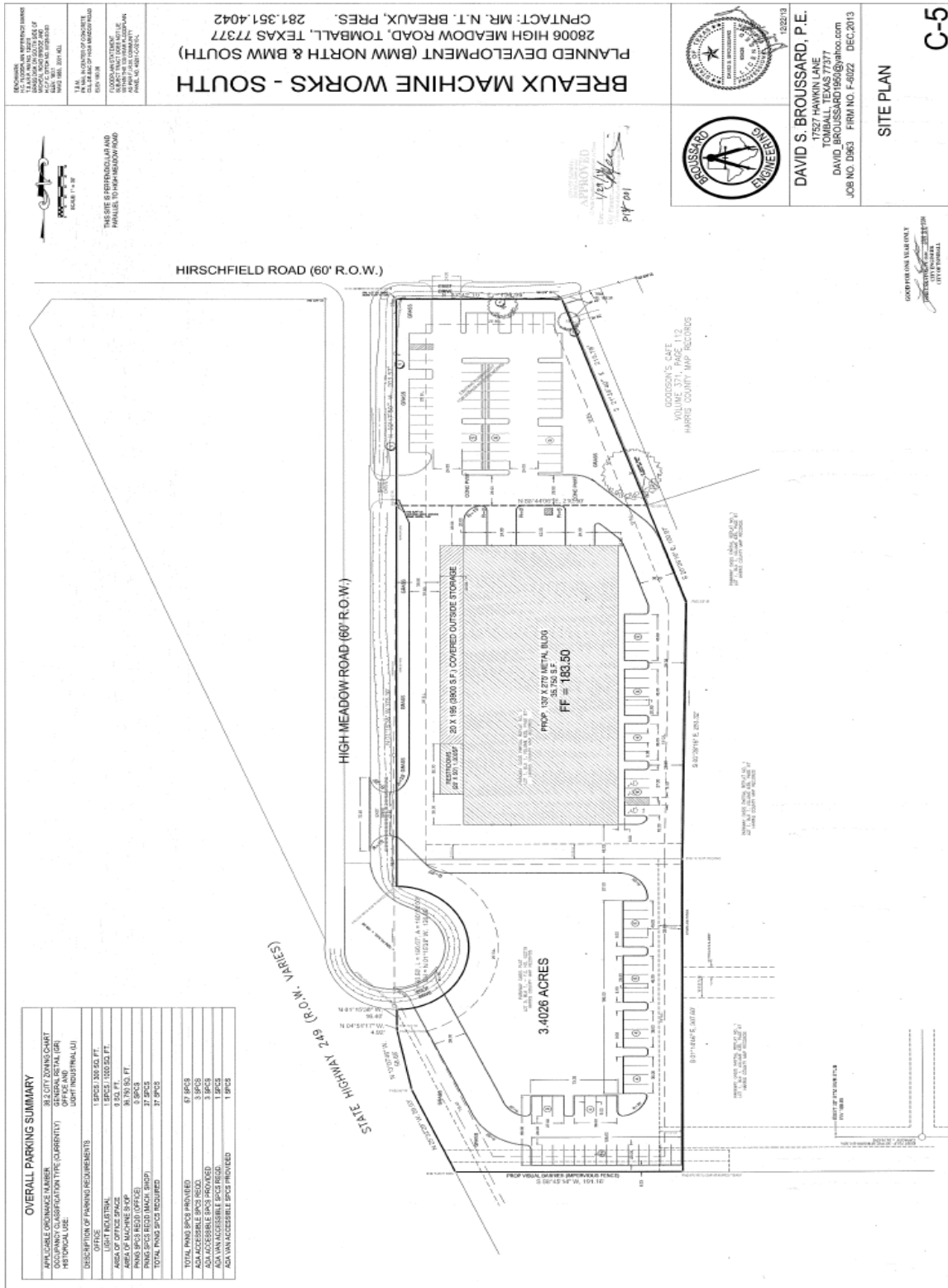


EXHIBIT “B” CONT.



Regular City Council

Agenda Item

Meeting Date: February 17, 2014

Data Sheet

Topic:

Consideration and Possible Action to Approve, as a Project of the Corporation, an Agreement with Inline Services Inc., to Make Direct Incentives To, or Expenditures For, the Creation or Retention of Primary Jobs Associated with the Expansion of a Manufacturing Facility Located at 27731 Commercial Park, Tomball, Texas. The Estimated Amount of Expenditures for Such Project is \$33,083.00.

Background:

All expenditures of the Tomball Economic Development Corporation (TEDC) sales tax revenue must first be approved as a "Project." At its regular meeting on February 4, 2014, the TEDC Board of Directors did take formal action to approve, as a Project of the TEDC, an agreement with Inline Services Inc. for the creation or retention of primary jobs. The City Council of Tomball has final approval authority over all projects and agreements of the TEDC.

Origination:

Tomball Economic Development Corporation Board of Directors

Recommendation:

Approve, as a Project of the Corporation, the Performance Agreement with Inline Services Inc.

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	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Cover Memo

Request Letter

Economic Impact Analysis

Draft Agreement



TO: City Council Members
City of Tomball

FROM: Kelly Violette
Executive Director, Tomball Economic Development Corporation

MEETING DATE: February 17, 2014

SUBJECT: Inline Services Inc.

ITEM TYPE: Action

Inline Services is an industry leader in pipeline services and pigging products for commissioning and maintenance of oil and gas pipelines. Inline Services currently operates out of an approximately 11,997 square foot facility located at 27731 Commercial Park Lane, Tomball, TX 77375.

Due to continued growth in the oil and gas industry, Inline Services, Inc. plans to expand its existing operations and, as part of the expansion, desires to construct a new 5,500 square foot warehouse/manufacturing facility on its existing 2.11 acre site. The new facility is being designed to be expanded up to 7,500 square feet. The company currently has sixteen employees and plans to add up to fourteen additional employees as part of the expansion, with seven planned within the first year. The estimated capital investment for this project is \$1,100,000.00.

An economic impact analysis has been prepared to show the impact of this project on Tomball's economy. Per the analysis, the estimated five year net benefit to the city is \$259,417.00. The proposed incentive is based upon 40% of the eligible infrastructure costs associated with the project for a total grant amount of \$33,083.00. The anticipated rate of return on the incentive over 5 years is 156.8%.



INLINE SERVICES INC.

27731 COMMERCIAL PARK RD., TOMBALL, TX 77375

Tel: 281-401-8142 • Fax: 281-401-8147 • Toll Free: 888-973-0079 •

www.inlineservices.com

January 28, 2013

Tomball Economic Development Corp

Attn: Mrs Kelly Violette

Subj: request for TEDC Utility Extension Grant

Kelly, Inline first bought the property on Theis at Commercial Park in 2003 and built the original building in 2005. We were the recipient of an employee count TEDC grant which was one of the prime reasons we chose Tomball for the location of our business.

Several years later we purchased 2.75 acres to the west of our property for future development and to control what was to be eventual built on the outskirts of the prestine Theis-Attaway Nature Park. Since then we have expanded the facility from 8000 sq ft to 12,000- sq ft and nearly doubled our staff. We have made a corporate decision to manufacture the majority of our products at Tomball and are in the process of designing a 5500 – 7000 sq ft addition which will be located in a separate building to the north of our existing building. We feel it is in our best interest to install a fire sprinkler system in this building, however due to the additional cost are requesting a grant from the TEDC for utility improvements. These include the following:

1. Installation from the east side of Commercial Drive to our property of an 8" water line to service the fire system. This is a requirement of the City's Fire Department and will include a directional bore of an 8" line from the City's water line (located on the opposite side of Commercial Drive from our property) and a line running to our property for a Fire Department hookup.
2. The installation of a tap, gas line and meter from the City's line which runs along the north side of Theis behind our existing building to the rear of the proposed new construction. This is also a City requirement as any wet sprinkled building must have heaters installed to keep the internal temperature above 40 degrees F.
3. Connection to the sanitary sewer from existing pipeline to new building.

We are currently soliciting estimates for these improvements and intend to submit these and the required TEDC Grant applications in time for your next Board meeting.

Regards,

Gary Smith

Economic Impact of Inline Services, Inc in Tomball, TX

Executive Summary

January 31, 2014

Prepared by:

Tomball Economic Development Corporation
29201 Quinn Road
Tomball, TX 77375

This summary was prepared by the Tomball Economic Development Corporation using Quick Impact by Impact DataSource. Please consult the full economic impact report for additional details and assumptions used in this analysis.

ECONOMIC IMPACT EXECUTIVE SUMMARY: INLINE SERVICES, INC

Project Description

Inline Services is an industry leader in pipeline services and pigging products for commissioning and maintenance of oil and gas pipelines. Due to continued growth in the oil and gas industry, Inline Services, Inc. plans to expand its existing operations and, as part of the expansion, will construct a new 5,500 square foot warehouse/manufacturing facility at its current site located at 27731 Commercial Park Lane in Tomball. The new facility is being designed to be expanded up to 7,500 square feet. The company currently has sixteen employees and plans to add up to fourteen additional employees as part of the expansion. The estimated capital investment for this project is \$1,100,000.00.

Economic Impact Over the First 10 Years

The project will have the following economic impact on the City of Tomball area over the first 10 years:

Economic Impact Over the First 10 Years			
	Direct	Indirect & Induced	Total
Total number of permanent direct and indirect jobs to be created	14	13	27
Salaries to be paid to direct and indirect workers	\$7,666,075	\$3,648,285	\$11,314,360
Taxable sales and purchases expected in the city	\$42,754,253	\$319,225	\$43,073,478
The value of new residential property to be built for direct and indirect workers who move to the city by Year 10	\$0	\$0	\$0
The market value the firm's property on local tax rolls in Year 1	\$1,300,000	\$0	\$1,300,000

Fiscal Impact Over the First 10 Years

Over the first 10 years, the City of Tomball and Tomball EDC can expect the following net benefits from the facility, its employees, and workers in spin-off jobs created in the community:

Costs and Benefits for the City Over the First 10 Years			
	Benefits	Costs	Net Benefits
Sales taxes allocated to the City	\$646,102	\$0	\$646,102
Sales taxes allocated to Tomball EDC	\$215,367	\$0	\$215,367
Property taxes	\$56,529	\$0	\$56,529
Utility revenues	\$209,766	\$0	\$209,766
Utility franchise fees	\$15,877	\$0	\$15,877
Hotel occupancy taxes	\$890	\$0	\$890
Other taxes and user fees	\$13,376	\$0	\$13,376
Building permits and fees	\$3,090	\$0	\$3,090
Costs of providing utilities	\$0	\$188,790	(\$188,790)
Costs of providing municipal services for new residents	\$0	\$24,703	(\$24,703)
Total	\$1,160,998	\$213,493	\$947,505

ECONOMIC IMPACT EXECUTIVE SUMMARY: INLINE SERVICES, INC

Net Benefits To The City From The Direct and Indirect Sources

The city will receive benefits from direct and indirect economic impacts that result from the project. The benefits, associated costs and net benefits for the first 10 years are shown below, divided between direct and indirect impacts.

Net Benefits to the City from Direct and Indirect Sources			
<i>Benefits/Costs from:</i>			
	<i>Direct</i>	<i>Indirect & Induced</i>	<i>Total</i>
<u><i>Additional revenues:</i></u>			
Sales taxes allocated to the City	\$641,314	\$4,788	\$646,102
Sales taxes allocated to Tomball EDC	\$213,771	\$1,596	\$215,367
Property taxes	\$56,529	\$0	\$56,529
Utility revenues	\$181,531	\$28,235	\$209,766
Utility franchise fees	\$13,706	\$2,171	\$15,877
Hotel occupancy taxes	\$890		\$890
Other taxes and user fees	\$6,688	\$6,688	\$13,376
Building permits and fees	\$3,090		\$3,090
Total additional revenues	\$1,117,519	\$43,479	\$1,160,998
<u><i>Additional costs:</i></u>			
Costs of providing utilities	\$163,378	\$25,412	\$188,790
Costs of providing municipal services for new residents	\$12,352	\$12,352	\$24,703
Total additional costs	\$175,730	\$37,763	\$213,493
Net Benefits	\$941,789	\$5,716	\$947,505
<i>Percent of total net benefits for city</i>	<i>99%</i>	<i>1%</i>	

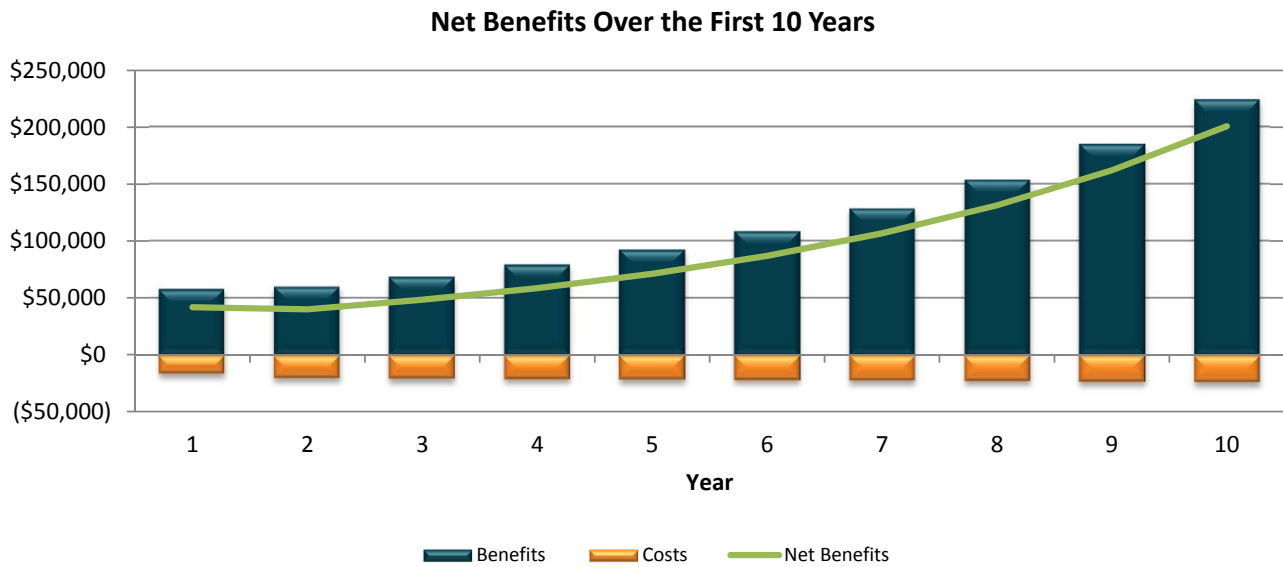
The net benefits to the city over the first 10 years are estimated to accrue as detailed below.

Net Benefits to the City by Year				
	Benefits	Costs	Net Benefits	Cumulative Benefits
Year 1	\$57,897	\$16,214	\$41,683	\$41,683
Year 2	\$60,142	\$20,224	\$39,918	\$81,602
Year 3	\$68,905	\$20,629	\$48,276	\$129,878
Year 4	\$79,472	\$21,041	\$58,431	\$188,308
Year 5	\$92,571	\$21,462	\$71,109	\$259,417
Year 6	\$108,829	\$21,891	\$86,938	\$346,355
Year 7	\$129,032	\$22,329	\$106,703	\$453,059
Year 8	\$154,161	\$22,776	\$131,386	\$584,444
Year 9	\$185,443	\$23,231	\$162,211	\$746,655
Year 10	\$224,545	\$23,696	\$200,849	\$947,505
Total	\$1,160,998	\$213,493	\$947,505	
<i>Present Value of Net Benefits*</i>			<i>\$678,895</i>	

**The Present Value of Net Benefits is a way of expressing in today's dollars, dollars to be paid or received in the future. A dollar today and a dollar to be received or paid at differing times in the future are not comparable because of the time value of money. The time value of money is the interest rate or discount rate. This analysis uses a discount rate of 5% to make the dollars comparable.*

Fiscal Impact Over the First 10 Years

The graph below depicts the costs, benefits and net benefits to the city over the first 10 years.



Incentives

Tomball EDC may consider the following incentives for the project:

Incentives	
Year 1	\$33,083
Year 2	\$0
Year 3	\$0
Year 4	\$0
Year 5	\$0
Year 6	\$0
Year 7	\$0
Year 8	\$0
Year 9	\$0
Year 10	\$0

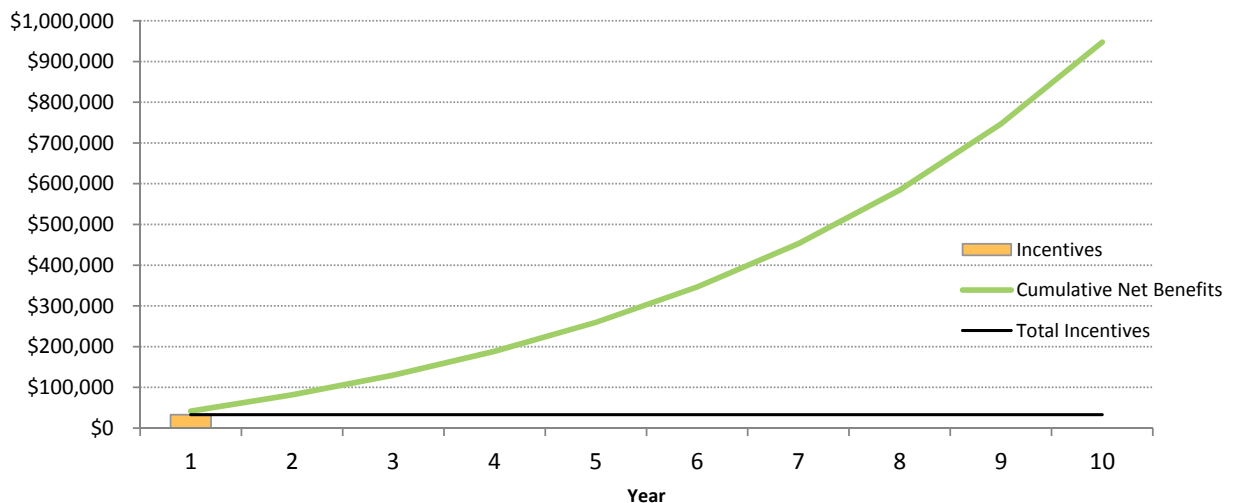
The table below shows an analysis of these incentives, including a calculation of incentives per job, rate of return and payback period.

Analysis of Incentives	
Total Incentives	\$33,083
Rate of Return Over 5 Years	156.8%
Payback period (years)	0.8

* Rate of Return and Payback Period are calculated based on the sum of annual incentives rather than the PV of 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.

Incentives vs. Cumulative Net Benefits



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 the Development Corporation Act, now Chapter 501 et seq of the Texas Local Government Code, located in Harris County, Texas (the “TEDC”), and **Inline Services, Inc.** (the “Company”), 27731 Commercial Park Lane, Tomball, TX 77375.

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 owns a 2.11 acre tract of land within the City, located at 27731 Commercial Park Lane, Tomball, TX 77375 (the “Property”), more particularly described in Exhibit “A,” attached hereto and made a part hereof; and

WHEREAS, the Company proposes to expand its current operation at the Property, and as part of the process, plans to expend funds to construct a 5,500 square foot warehouse/manufacturing facility and make other capital improvements (the “Improvements”), more particularly described in Exhibit “B,” attached hereto and made a part hereof; and

WHEREAS, the Company also proposes to maintain the current sixteen (16) jobs at the Property and create seven (7) new full-time employment positions at the Property in conjunction with the expansion of its business operations at the Property; and

WHEREAS, the TEDC agrees to provide to the Company the sum of Thirty-Three Thousand and Eighty Three Dollars (\$33,083.00), or an amount equal to Forty Percent (40%) of actual construction costs if less than the sum stated above, to assist in the construction of infrastructure necessary to construct the Improvements and the addition of the seven (7) 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

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.

The Company covenants and agrees that it will construct the Improvements and operate and maintain the business on the property for a term of at least five (5) years, and will for such term, except as provided by paragraph 4 hereof, maintain sixteen (16) employees and create seven (7) new jobs on the Property.

2.

The Company also covenants and agrees that construction of the Improvements, the addition of the seven (7) new employees, and obtaining all necessary occupancy permits from the City shall occur within twenty-four (24) months from the Effective Date of this Agreement.

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

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 by 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 reimburse the Company for a portion of the actual cost of the infrastructure Improvements up to the amount of Thirty-Three Thousand and Eighty Three Dollars (\$33,083.00), or an amount equal to Forty Percent (40%) of actual construction costs if less than the sum stated above. The TEDC agrees to reimburse the Company for such amount within thirty (30) days of receipt of a letter from the Company requesting such payment and including: (a) certification of the actual costs of constructing the infrastructure Improvements; (b) proof that the Company has maintained and added the number of employees indicated above to its business operations on the Property, as evidenced by copies of Texas Workforce Commission form C-3 or Internal Revenue Service Form 941; (c) a copy of the City's occupancy permit for the Improvements to the Property; (d) verification from the City acknowledging that all necessary plats, permits, plans, and specifications have been received, reviewed, and approved; (e) verification that the infrastructure Improvements have been constructed in accordance with the approved plans and specifications; (f) an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the Infrastructure Improvements have been paid and any

and all liens and claims regarding such work have been released; and, (g) Proof of payment to all contractors and subcontractors providing work and/or materials in the construction of the infrastructure 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, the amount of the funding provided to the Company by the 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 one-half percent ($\frac{1}{2}\%$) per annum, within thirty (30) days after the TEDC notifies the Company of the default. It is further understood and agreed by the parties that if the Company, or any owner or lessee of the Improvements, 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 one-half percent ($\frac{1}{2}\%$) per annum, within thirty (30) 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. 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, lessees, affiliates, and subsidiaries, and shall remain in force whether the Company sells, leases, 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: Inline Services, Inc.
27731 Commercial Park Lane,
Tomball, TX 77375
Attn: Gary Smith, President

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 _____ 2014 (the "Effective Date").

INLINE SERVICES, INC.

By: _____
Name: Gary Smith
Title: President

ATTEST:

By: _____
Name: _____
Title: _____

**TOMBALL ECONOMIC DEVELOPMENT
CORPORATION**

By: _____

Name: Gretchen Fagan

Title: President, Board of Directors

ATTEST:

By: _____

Name: Bill Sumner

Title: Secretary, Board of Directors

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF HARRIS §

This instrument was acknowledged before me on the ____ day of _____
2014, by Gary Smith, President, Inline Services, Inc., 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 _____
2014, by _____, 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

A tract of land containing 2.1132 acres, described as Lot 1, Block 1 of Inline Services Acres, a subdivision in Harris County, Texas, also described as 27731 Commercial Park Lane, Tomball, TX 77375.

Exhibit “B”

Description of Improvements

Construction of a 5,500 square foot warehouse/manufacturing facility to be located at 27731 Commercial Park Lane, Tomball, TX 77375.

The following infrastructure improvements (site utilities) will be constructed in conjunction with the project:

DESCRIPTION		A		BREAKDOWN			
Site Utilities							
AFP							
Line Item #	Description of Work	Qty	Unit	Unit Cost		Line Cost Total	
	Underground Fire Line System	1	LS	\$	32,000.00 per LS	\$ 32,000.00	
	Water Service Line w/ Meter & Tap	1	LS	\$	3,400.00 per LS	\$ 3,400.00	
	Sewer Service with Tap	1	LS	\$	2,600.00 per LS	\$ 2,600.00	
	Electrical Service	54	LF	\$	70.00 per LF	\$ 3,780.00	
	Storm Water Catch Basin	4	ea	\$	800.00 per ea	\$ 3,200.00	
	Storm Water System	430	Lf	\$	30.00 per Lf	\$ 12,900.00	
	Gas Service	1	LS	\$	6,500.00 per LS	\$ 6,500.00	
GCC's Project Management Cost							
	Project Administrator	10	days	\$	100.00 per days	\$ 1,000.00	
	Extended General Conditions	10	days	\$	654.00 per days	\$ 6,540.00	
					Subtotal Cost	\$ 71,920.00	
					GCC O&P 15%	\$ 10,788.00	
					Bond & Insur 0%	\$ -	
					TOTAL COST	\$ 82,708.00	

Note: City permit, tap, and impact fees are not reimbursable by the TEDC grant.

Regular City Council

Agenda Item

Meeting Date: February 17, 2014

Data Sheet

Topic:

Approve the Purchase Six (6) Police Department Vehicles in Compliance with the City's Purchasing and Bidding Policy

Background:

Included in the City's Administrative Policies, Rules, and Procedures is the Purchase and Bidding Policy. This policy (copy attached) requires that "purchases of items costing more than \$ 50,000, either individually or in the aggregate, approved during the budget process must still go before City Council for approval." A list of vehicles that have been requested to be purchased by the police department is attached. All of these purchases were approved during the 2013-2014 budget process and once they are approved by council, we will move forward with the purchases.

Origination:

Finance

Recommendation:

Approval

Funding: Yes

Account Number: 650-651-6405

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

Glenn Windsor, CPA Finance Director

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

ATTACHMENTS:

Police Department Vehicle Purchases

Purchasing Policy Over \$ 50,000

**CITY OF TOMBALL
REQUISITION FOR THE PURCHASE OF POLICE DEPARTMENT VEHICLES
2013-2014 BUDGET**

VENDOR	DESCRIPTION	QUANTITY	TOTAL COST
SILSBEE FORD, INC.	2014 FORD INTERCEPTOR	3	\$ 77,038.48
CALDWELL COUNTRY	2014 CHEVROLET TAHOE PPV	2	56,238.00
CALDWELL COUNTRY	2014 CHEVROLET 2500HD SILVERADO 4 X 2 DOUBLE CAB LWB	1	<u>32,915.00</u>
TOTAL			\$ 166,191.48

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

SUBJECT PURCHASING AND BIDDING POLICY	NUMBER: 9	EFFECTIVE DATE: 03/03/2008	PAGE 9 OF 10
	REVISED: 03/03/2008	APPROVED BY CITY MANAGER: February 27, 2008	
	SUPERSEDES: 04/02/2007	APPROVED BY CITY COUNCIL: March 3, 2008	

PURCHASES UNDER \$ 50,000

Purchases under \$3000 do not require competitive quotes.

Purchases for more than \$3,000 but less than \$ 50,000 require three (3) written quotes. (See also requirements for contacting Historically Underutilized Businesses as outlined on p.4 of this policy). In obtaining the quote, the department will write a description and quantity of the item to be purchased on the standard City of Tomball Vendor Quote Form, fax the quote form to be completed, signed and dated and faxed back to the City department. Pages from vendor catalogs will not be considered acceptable written quotes.

The Department shall complete a requisition and include the vendor names and their respective quotes on the requisition. The Vendor Quote Forms and a copy of the signed contract, if applicable, shall be maintained in the Department's files. If a vendor does not respond to a request for a quote, keep the form in the file and mark it "No Response Received" to document that the vendor did have the opportunity to submit a quote.

The Purchasing Department shall verify that all required documentation is provided and shall issue a Purchase Order after all appropriate levels of authorization have been completed. The Purchasing Department shall give a copy of the completed Purchase Order to the Department, so that the information may be correctly verified upon receipt of goods.

When the products are delivered, the Department shall sign and date packing slip and then submit to Accounts Payable for payment.

PURCHASES OF \$ 50,000 OR MORE

The Department shall coordinate with the Purchasing Agent to complete written specifications for the goods/services to be purchased and shall follow competitive bid or proposal procedures as outlined in Chapter 252 of the Texas Local Government Code. Purchases of items costing more than \$ 50,000, either individually or in aggregate, approved during the budget process must still go before City Council for approval. Council must approve the actual purchase price after all bid/proposal procedures have been followed as well as the vendor to be used.

Once all applicable procedures outlined in Chapter 252 of the Texas Local Government Code have been followed and Council has approved the purchase and vendor, the Department shall complete a Requisition and include the council meeting date and agenda item number in the requisition. An approved agenda item data sheet should also be kept with a copy of the Bid Tabulation Form and maintained in the Department's files.

Regular City Council

Agenda Item

Meeting Date: February 17, 2014

Data Sheet

Topic:

Award Job Order Proposal for the Construction of a Steel Awning for the City Pool and a Steel Canopy for Matheson Park to KBR under the TCPN Statewide Contract for a Not to Exceed Cost of \$67,204.00, and Authorize the City Manager to Execute the Necessary Construction Contracts.

Background:

Public Works has consistently maintained quality public park facilities for the Tomball community, including Matheson Park and the City Pool at Matheson Park, and remains committed to improving these facilities as the overall park use and demand for new amenities continues to grow.

Since 2009, the total annual number of reservations for the exclusive use of the existing canopy at Matheson Park has increased from 10 to 43 (thru 2013), and the total number of attendees has increased from 700 to 1,700.

Since 2010, the City Pool at Matheson Park has averaged 5,250 attendees per swimming season.

In 2009, the City resurfaced the City Pool at Matheson Park, and made several improvements including updating the pool drains to meet new State safety requirements. In 2011, the City added a new slide feature for the City Pool, and in 2012, public works facilitated a repair and restoration project for the large playscape structure at Matheson Park initiated and sponsored by the Tomball Rotary Club.

Public Works initially obtained budget estimates for a 20' x 12' steel canopy for the City Pool for \$20,000.00, and a 20' x 30' steel canopy for Matheson Park for \$30,000.00, for a total cost of \$50,000.00. Public Works originally budgeted for a 20' x 30' (600 SF) steel canopy for Matheson Park, which matches the size of the existing fabric canopy.

As shown on the attached proposal, a 20' x 12' (240 SF) steel canopy with an engineered foundation for the City Pool will cost \$22,071.00, and a 20' x 30' (600 SF) steel canopy with an engineered foundation for Matheson Park will cost \$35,303.00. The original budget estimate did not include engineered foundations which produced the initial cost overrun of \$7,374.00. The attached proposal also indicates that the City can provide Matheson Park with a 40' x 30' (1,200 SF) covered pavilion with twice the square footage of the 20' x 30' for a total additional cost of \$17,204.00.

An additional \$9,565.00 was budgeted in the Parks/System Expansion account for additional depot lighting, which will not be used this year, thereby reducing the overall deficit to \$7,639.00. Funding for the remaining deficit will come from projected cost savings from the Parks/System Maintenance GL Account 100-153-6207.

Therefore, staff recommends award of the attached Job Order Proposal to KBR for a 20' x 12' steel canopy with an engineered foundation and a 30' x 40' steel canopy with an engineered foundation, for a not to exceed cost of \$67,204.00.

Staff feels that the option for the 40' x 40' steel canopy is too large for the available space at Matheson Park.

A copy of Job Order Proposal for RFP # TCPN=SWIII-DO-04-1110 REVISION #1 is attached for your

review.

Origination:

Public Works

Recommendation:

Staff recommends award of Job Order Proposal for RFP # TCPN=SWIII-DO-04-1110 REVISION #1 to KBR for a 20' x 12' structure and engineered foundation for a cost of \$22,071.00, and a 40' x 30' structure and engineered foundation for a cost of \$45,133.00, as specified in the Job Order Proposal, for a not to exceed cost of \$67,204.00

Funding: No

Funds will be transferred from Account: 100-153 to Account: 100-153

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

Director of Public Works

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

ATTACHMENTS:

KBR Job Order Proposal for Canopy Structures REVISION 1 012914



8121 Broadway Street, Suite 200 • Houston, Texas 77061-1340
Office: 713.980.3250 • Fax: 713.980.3258

January 29, 2014
Letter No.: 14-3615-CB
File No.: 731

Steve Purvis
City of Tomball
Assistant to Public Works Director
501 James St.
Tomball, Texas 77375

Subject: Job Order Proposal for RFP# TCPN-SWIII-DO-04-1110 REVISION #1
Project Location: City of Tomball – City Park
Project Title: Canopy Structures

Dear Mr. Purvis:

Enclosed is our firm fixed price proposal for the above subject RFP. The proposal was prepared using the following data.

Work to be performed under the terms and conditions of the TCPN Statewide Contract JOC III No. R5087. Pricing is per attached scope of work and RS Means 2014 Facilities Construction Cost Data. Any additional items of work requested by City of Tomball not included in the original scope of work will be handled as a change Order.

The proposed price for the job order is (Bond Included)

20'x12' Structure and Engineered Foundation

\$ 22,071.00

40'x30' Structure and Engineered Foundation

\$ 45,133.00

\$ 67,204.00

20'x30' Structure and Engineered Foundation

\$ 35,303.00

Alternate #1 40'x40' Structure and Engineered
Foundation add to 40'x30' proposed price

\$ 10,926.00

The proposed project duration is 60 days after notice to proceed.

The proposal is valid for 15 days.

The client is responsible for reimbursement of bond and permit costs.

Please direct any questions to Craig Broz at (713) 980-3250.

Sincerely,

Craig Broz
Area Manager

Attachments: Scope and Estimate



Proposal # R5087-TX-City of Tomball - 286

(http://www.tcpn.org/apps/t_vendor_detail.aspx?VID=87)

Funding Approval _____

Date: _____

This proposal includes data that shall not be disclosed outside of addressee and shall not be duplicated, used, or disclosed – in whole or part – for any purpose other than to evaluate this proposal

Customer PO# _____

Price is accepted as a lump sum fixed firm price and the incorporated scope of work becomes the controlling document taking precedence over line item estimate detail.

**KBR - TCPN Statewide III
Contract No. R5087
RFP No.TCPN-SW III 04-1110
City of Tomball
Canopy Structures
Revision #1**

Outline

The intent of this project is to install two (2) new canopy structures as directed by City of Tomball. All work shall be in accordance with applicable OSHA standards, federal, state, and local codes and regulations and good construction practices.

KBR Scope of Work

New canopy structures will meet required 110 wind load requirements.
Submit engineered stamped drawing for new canopy structures.

Revision #1 is due to adding scope of work as per City of Tomball.

20'x30' Structure:

- Provide engineering drawings for new 40'x30' canopy structure with concrete foundation.
- Provide and install new galvanized 40'x30' canopy structure.
- New roofing panels will be R-panel galvalume. Roof will be pitched 1:12 with ridge cap. Roof eave height will be 10'
- Trim, gutters and downspout will be Kynar Green color.
- Provide and install six (6) perimeter column supports.
- Provide and install new 4 ½" concrete slab under structure, 20'x30'. New slab will be reinforced with #3 rebar at 18" on center each way. Provide and install perimeter 24" x 12" grade beam.
- Provide and install six (6) 24" x 8' deep concrete piers with anchor bolts for structure support columns.

40'x30' Structure:

- Provide engineering drawings for new 40'x30' canopy structure with concrete foundation.
- Provide and install new galvanized 40'x30' canopy structure.
- New roofing and side panels will be R-panel galvalume. Roof will be pitched 1:12 with ridge cap. ~~Wall panels will be 24" hang down panels with structure framing support system.~~ Roof eave height will be 10' AFF ~~and bottom of side hang down walls will be 8' AFF.~~
- Trim, gutters and downspout will be Kynar Green color.
- Provide and install eight perimeter column supports.
- Provide and install new 4 ½" concrete slab under structure, 40'x30'. New slab will be reinforced with #3 rebar at 18" on center each way. Provide and install perimeter 24" x 12" grade beam with center beam.
- Provide and install eight (8) 24" x 8' deep concrete piers with anchor bolts for structure support columns.

Alternate #1 40'x40' Structure:

- Provide engineering drawings for new 40'x40' canopy structure with concrete foundation.
- Provide and install new galvanized 40'x40' canopy structure with foundation
- New 40'x40' structure and foundation will be same materials for the 40'x30' structure.

20'x12' Structure:

- Provide engineering drawings for new 20'x12' canopy structure with concrete foundation.
- Provide and install new galvanized 24'x12' canopy structure.

This proposal includes data that shall not be disclosed outside of addressee and shall not be duplicated, used, or disclosed in whole or part for any purpose other than to evaluate this proposal.

- New roofing and side panels will be R-panel galvalume. Roof will be pitched 1:12 with ridge cap. ~~Wall panels will be 24" hang down panels with structure framing support system.~~ Roof eave height will be 10' AFF and ~~bottom of side hang down walls will be 8' AFF.~~
- Trim, gutters and downspout will be Kynar Green color.
- Provide and install eight perimeter column supports.
- Provide and install new 4 ½" concrete slab under structure, 24'x12'. New slab will be reinforced with #3 rebar at 18" on center each way. Provide and install perimeter 24" x 12" grade beam.

KBR General Notes

- Proposal is based on **standard work hours** with unobstructed access to work area
- All work shall be in accordance with all OSHA Standards, applicable federal, state, and local codes, and regulations and good construction practices.
- KBR will include all materials, equipment, and labor in his bid to complete the scope of work.
- KBR shall remove from site all spoils, equipment, materials from site after completion of this project.
- KBR is responsible for all measurements and quantities.
- KBR is responsible for all damage property caused by the construction of this project.
- Approval of this proposal designates acceptance of the scope of work statement and line item estimate which has been used only to develop a mutually agreed price. The price is accepted as a lump sum fixed firm price and the incorporated scope of work becomes the controlling document taking precedence over line item estimate detail.

KBR Exclusions

- Permit
- Handling or removal of any hazardous material.
- Davis-Bacon Wages, Prevailing Wage Rates and/or Certified Payrolls.
- Hidden or unforeseen conditions.

End of Scope

This proposal includes data that shall not be disclosed outside of addressee and shall not be duplicated, used, or disclosed – in whole or part – for any purpose other than to evaluate this proposal.

Regular City Council Agenda Item Data Sheet

Meeting Date: February 17, 2014

Topic:

Approve **WELLING OWENS QUADRUPLEXES**; Being a Replat of Outlots 104, 103 and 98 of Tomball Townsite, City of Tomball; Recorded under Vol. 2, Pg. 65 of the Harris County Map Records; Located in the Ralph Hubbard Survey, Abstract 383, Harris County, Texas.

Background:

The Planning and Zoning Commission recommended approval of the Welling Owens Quadruplexes plat with contingencies, with a 4-0 vote, on January 13, 2014. Comments have been addressed and the plat is now being presented to City Council for approval consideration.

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

Brandy Pate, Engineering and Planning

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

ATTACHMENTS:

Welling Owens Quadruplexes Plat

Regular City Council Agenda Item Data Sheet

Meeting Date: February 17, 2014

Topic:

Set a Date and Time for Council Workshop to Discuss 25-ft. Nonconforming Lots in the City of Tomball

Background:

Council has requested a workshop to discuss the 25-ft. nonconforming lots located in the City. A suggestion has been received for Tuesday, February 25, 2014 at 6:00 p.m.

Origination:

Council

Recommendation:

N/A

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

City Secretary

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