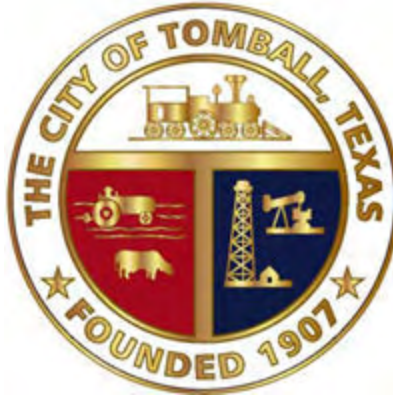


**NOTICE OF REGULAR CITY COUNCIL MEETING
CITY OF TOMBALL, TEXAS**



MONDAY, FEBRUARY 4, 2013

6:00 P.M.

Notice is hereby given of a meeting of the Tomball City Council, to be held on Monday, February 4, 2013 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

- Trinity Tanner – Tomball Elementary School - Fourth Grade

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 Presentations:

- Proclamation - February 4, 2013 - ***“Wayne Gloyer Day”***

6.0 Reports and Announcements

- **Farmers Market** – 9:00 a.m. to 1:00 p.m.
- February 6, 2013 (**Wednesday**) – ***Mayor’s Coffee – Sol de Luna***, 207 Commerce, 5:30 p.m.-7:00 p.m.
- February 9, 2013 – **2nd Saturday at the Depot, “A Real Pig Tale in Tomball” – “Charlotte’s Web”** 2006, starring Dakota Fanning – 5:00 p.m.
- February 18, 2013 - Appointment of members to BOA (regular and alternate members for terms expiring March 2, 2013)
- February 19, 2013 – **Trail Rider Reception at the Depot** – 12:00 p.m.
- March 1, 2013 – Last Day to File Application for Place on May 11, 2013 Ballot – 5:00 p.m.
- March 9, 2013 – **2nd Saturday at the Depot** – 5:00 p.m.
- March 16, 2013 – ***Tomball HonkyTonk Music Festival*** – 11:00 a.m.-7:00 p.m.
- March 18, 2013 – Candidate Orientation (tentative date)
- March 18, 2013 and April 1, 2013 – Public Hearings regarding Tomball’s Juvenile Curfew Ordinance
- April 13, 2013 – ***5th Annual City of Tomball Bunny Run 5K and Kids 1K***
- April 21-27, 2013 – Annual **Tomball Clean-up Week** – 8:00 a.m.-4:30 p.m. daily
- April 27, 2013 – Annual **Tomball Recycle and E-Waste Event**
- Reports by City staff and members of council about items of community interest on which no action will be taken

7.0 Approve the Minutes of the January 21, 2013 Special Tomball City Council and Tomball Economic Development Corporation Meeting and the January 21, 2013 Regular Tomball City Council Meeting

8.0 Old Business:

- 8.1 Adopt, on Second Reading, Ordinance No. 2012-51, an Ordinance of The City of Tomball, Texas, Amending Its Comprehensive Zoning Ordinance by Amending Section 42.4 (“Fences In Residential Areas”); Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof; Making Findings of Fact; and Providing for Other Related Matters

8.2 Discussion of Donation Boxes and Regulations

9.0 New Business:

- 9.1 Approve Consultant Services Agreement with MuniServices, LLC to Perform Audit and Administration Services to Assist the City of Tomball with the Collection and Administration of the City of Tomball's Local Hotel Occupancy Tax, and Authorize the City Manager to Execute the Agreement

- 9.2 Approve Request for Funding of the City of Tomball 80th Anniversary of the 1933 Tomball Oil Strike Celebration, to be Held May 27, 2013, as recommended by the Tourism Advisory Committee, in the Amount of \$15,000 in Hotel-Motel (HOT) Tax Revenues
- 9.3 Adopt, on First Reading, Ordinance No. 2013-01, an Ordinance of the City of Tomball, Texas Waiving the Assessment and Collection of Impact Fees for Water and Wastewater Utilities for the Development of Commercial Properties within the Old Town Area as Defined in the Tomball Comprehensive Plan and including the Properties located West of the BNSF Railroad, South of Fannin Street, East of South Elm Street, and North of Florence Street, starting at the DSP Boundary in the Southeast Corner at the BNSF Railroad and Florence Street Westerly along Florence Street to South Pine Street, Northerly along South Pine Street to Percival Street, Westerly along Percival Street to School Street, Northerly along School Street to Main Street, Westerly along Main Street to Baker Street, Northerly along Baker Street to Hicks Street, Easterly along Hicks Street to North Magnolia Street, Northerly along North Magnolia Street to Unimproved Right-of-Way North of Hicks and Epps Streets, Easterly along Unimproved Right-of-Way North of Hicks and Epps streets to North Cherry Street, Southerly along North Cherry Street to Epps Street, Easterly along Epps Street to North Elm Street, Southerly along North Elm Street to Main Street, Main Street Southerly along South Elm Street to Unimproved Fannin Street, Easterly along Unimproved Fannin Street to Right-of-Way adjacent to BNSF Railroad, Southerly along Right-of-Way adjacent to BNSF Railroad to Florence Street until March 15, 2015; Declaring all Impact Fees for Water and Wastewater Suspended by Operation of Ordinance No. 2012-31 Waived; Repealing Ordinance No. 2012-31 Passed, Approved and Adopted on the 17th Day of September, 2012 and All Other Ordinances or Parts of Ordinances in Conflict Herewith to the Extent of Such Conflict; and Providing for Severability

10.0 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 1st day of February 2013 by 5:00 p.m., and remained posted for at least 72 continuous hours

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 4, 2013

Topic:

- Trinity Tanner – Tomball Elementary School - Fourth Grade

Background:

Origination:

Recommendation:

Funding:

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

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

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 4, 2013

Topic:

- Led by Members of the Tomball High School Student Council

Background:

Origination:

Recommendation:

Funding:

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

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

Regular City Council
Agenda Item
Data Sheet

Meeting Date: February 4, 2013

Topic:

- Proclamation - February 4, 2013 - *“Wayne Gloyer Day”*

Background:

Origination:

Recommendation:

Funding:

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

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

ATTACHMENTS:

Proclamation - "Wayne Gloyer Day"

Office of the Mayor
Tomball, Texas

Proclamation



WHEREAS, Wayne Gloyer has been a member of the Board of Directors for Northwest Rural Emergency Medical Services (NWEMS) since October 2000; and

WHEREAS, Wayne Gloyer has served as president of that board for more than a decade, sharing his valuable medical knowledge and business leadership with that organization and with the Citizens of Tomball; and

WHEREAS, his years of service have been marked by exemplary dedication to the best interests of our community and the public safety of our citizens; and

WHEREAS, Wayne Gloyer has been an outstanding leader and mentor to Northwest Rural Emergency Medical Services;

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

1. that Wayne Gloyer be and is hereby officially commended for his outstanding community service to the Citizens of Tomball, Texas;
2. that this Proclamation be presented to him to serve as a reminder that although he is retiring, he will always be remembered as a kind, considerate, and loyal individual, dedicated to both NWEMS and the community; and
3. that a copy of this Proclamation be made a part of the Official Records of the City of Tomball, Texas.

and I further proclaim Monday, February 4, 2013 as:

“WAYNE GLOYER DAY”



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

ATTEST: _____

DATE: _____

Doni Speer

January 23, 2013

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 4, 2013

Topic:

- **Farmers Market** – 9:00 a.m. to 1:00 p.m.
- February 6, 2013 (**Wednesday**) – **Mayor’s Coffee** – *Sol de Luna*, 207 Commerce, 5:30 p.m.-7:00 p.m.
- February 9, 2013 – **2nd Saturday at the Depot**, “*A Real Pig Tale in Tomball*” – “*Charlotte’s Web*” 2006, starring Dakota Fanning – 5:00 p.m.
- February 18, 2013 - Appointment of members to BOA (regular and alternate members for terms expiring March 2, 2013)
- February 19, 2013 – **Trail Rider Reception at the Depot** – 12:00 p.m.
- March 1, 2013 – Last Day to File Application for Place on May 11, 2013 Ballot – 5:00 p.m.
- March 9, 2013 – **2nd Saturday at the Depot** – 5:00 p.m.
- March 16, 2013 – **Tomball HonkyTonk Music Festival** – 11:00 a.m.-7:00 p.m.
- March 18, 2013 – Candidate Orientation (tentative date)
- March 18, 2013 and April 1, 2013 – Public Hearings regarding Tomball’s Juvenile Curfew Ordinance
- April 13, 2013 – **5th Annual City of Tomball Bunny Run 5K and Kids 1K**
- April 21-27, 2013 – Annual **Tomball Clean-up Week** – 8:00 a.m.-4:30 p.m. daily
- April 27, 2013 – Annual **Tomball Recycle and E-Waste Event**
- Reports by City staff and members of council about items of community interest on which no action will be taken

Background:

Origination:

Recommendation:

Funding:

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

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

ATTACHMENTS:

Mayor’s Coffee

Trail Rider Reception

5th Annual City of Tomball Bunny Run 5K and Kids 1K

Tomball Clean-up Week

Wednesday, February 6, 2013

Note Start Time 5:30 P.M.

Sol de Luna

(Cisco's Banquet Room)

207 Commerce

Mayor's Coffee

Stop by to get in
touch



Sponsored by:

**Commissioner
R. Jack Cagle
Precinct 4**



**Gretchen Fagan
Mayor**

For more information call 281-290-1002 or visit ci.tomball.tx.us

HOWDY PARTNER!

It's Rodeo time in Tomball and the trail riders are headin' our way. Meet the cowboys and cowgirls, enjoy the live music and more for some old style Western fun as the riders meander through town!



Trail ride reception on February 19th 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.

THE CITY OF TOMBALL PRESENTS

BUNNY RUN 2013

5K & 1 MILE FAMILY WALK

APRIL 13TH, 2013

9 A.M. AT THE DEPOT

201 S. ELM STREET TOMBALL 77375

Visit tomballtx.gov for information



START

 **NiteLites**
— The Outdoor Lighting Professionals

Walgreens

H-E-B
Burke Carpet Cleaning Service


City of Tomball
Spring Clean up
Week of April 22-27, 2013
Monday – Saturday - 8:00 am - 4:30 pm

Objective:

Provide the citizens of Tomball the opportunity to dispose of large, hard-to-handle items that cannot be collected under the normal garbage service. **** (Remember this is for residents of Tomball only (must have City utility bill as proof); NO COMMERCIAL BUSINESS OPERATORS) ****

Roll Offs will be available at the City Landfill Site (0.4 miles north of E. Hufsmith on Rudolph) to dispose of the acceptable items. See map to landfill site below.

Acceptable Items:

- | | | |
|------------------------------|--------------------------|-----------------------------------|
| • Lumber | • Bricks (small amount) | • Gutter material |
| • Bicycle parts | • Empty buckets or pails | • Cardboard boxes |
| • Plywood (4 cubic yd. max) | • Rocks (small amount) | • Lawn mowers (oil & gas removed) |
| • Rugs/carpet | • Washing machines | • Dishwashers |
| • Siding | • Dryers | |
| • Clothing | • Water heaters | |
| • Box springs and mattresses | • Furniture | |

Not Acceptable:

- | | | |
|----------------------------------|--|--|
| • Tree trimmings | • Insecticides | • Raw meats, food products or byproducts |
| • Limbs or stumps | • Container with unmarked labels holding liquids | • Televisions |
| • Tires | • Sealed containers of any type | • Computers |
| • Engine blocks | • Large amounts of construction or demolition material | • Refrigerators |
| • Structural steel | • Smoke detectors | • AC units |
| • Equipment with oil or gasoline | • Pressurized vessels | • Appliances with Freon or fluids |
| • Fertilizers | • Flammable, combustible or corrosive products | • Paint |
| • Pool chemicals | | |
| • Batteries | | |
| • Oil filters | | |

All appliances must be drained and tagged by a licensed technician.

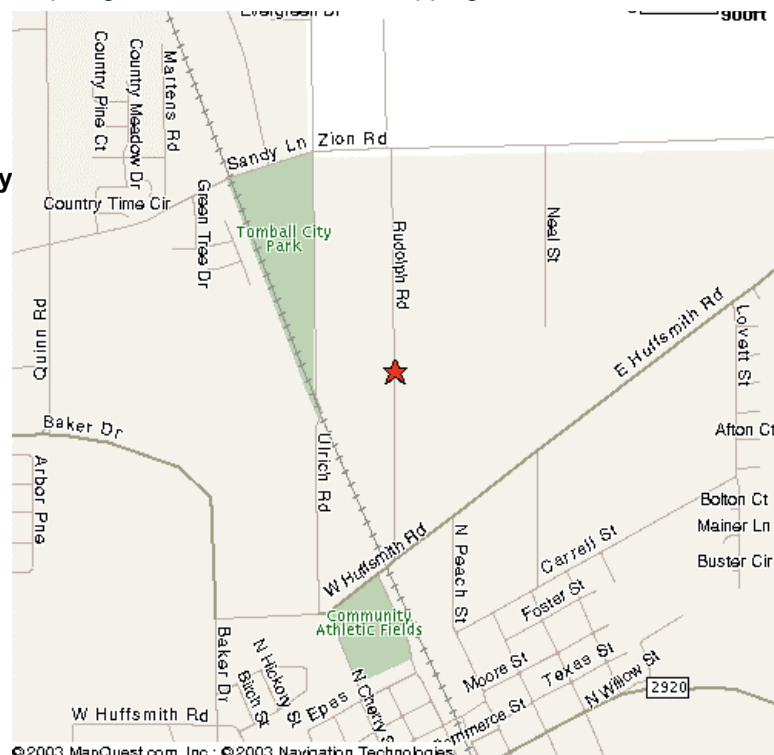
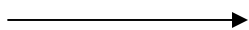
Acceptable items are anything that is inert and would not harm the environment before or after disposal into a landfill.

The City of Tomball will provide a free chipping service for brush and small limbs during the week of Tomball Cleanup. To participate, please call **(281) 290-1400** the week before the cleanup begins to be added to the chipping list.

CHIPPING SPECIFICATIONS:

- Turn all big ends toward road or in one direction
- Limit size to 6 ft.-8 ft., maximum
- Keep logs separate from limbs, nothing over 6" dia.
- Place limbs & brush near roadside and not on property
- Leaves, please bag for regular garbage pickup

Map to Tomball landfill site



Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 4, 2013

Topic:

Approve the Minutes of the January 21, 2013 Special Tomball City Council and Tomball Economic Development Corporation Meeting and the January 21, 2013 Regular Tomball City Council Meeting

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

City Secretary

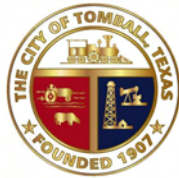
ACTION TAKEN		
APPROVAL	READINGS PASSED	OTHER
☐ YES ☐ NO	☐ 1 ST ☐ 2 ND	

ATTACHMENTS:

Draft Minutes - 1/21/2013 Special City Council and TEDC Meeting

Draft Minutes - 1/21/2013 Regular City Council Meeting

**MINUTES OF SPECIAL TOMBALL CITY COUNCIL
AND
TOMBALL ECONOMIC DEVELOPMENT CORPORATION
MEETING
CITY OF TOMBALL, TEXAS**



**MONDAY, JANUARY 21, 2013
5:00 P.M.**

1.0 Call to Order

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

Councilman Hudgens
Councilman Stoll
Councilman Brown
Councilman Townsend
Councilman Dodson

Tomball Economic Development Corporation members present:

Steven Vaughan
Bill Sumner
Lori Klein Quinn
Vincent O'Donnell
Richard Bruce
Chad Degges

Others present:

City Manager – George Shackelford
Assistant City Manager – Christal Weber
City Secretary – Doris Speer
City Attorney – Loren Smith

Fire Chief – Randy Parr
Finance Director – Glenn Windsor
City Planner – Rebeca Guerra
Assistant City Engineer – Lori Lakatos
IT Director – Doug Tippey
GIS/IT Tech – Ben Lato
TEDC-Executive Director – Kelly Violette
TEDC Coordinator – Tiffani Wooten

2.0 No Public Comments were received.

3.0 Workshop:

3.1 The Tomball City Council and the Tomball Economic Development Corporation entered into a workshop session to discuss financing options for the Tomball Business and Technology Park.

Consensus of Council is to schedule a workshop with the Tomball Economic Development Corporation to discuss TEDC progress toward funding the Tomball Business and Technology Park.

4.0 Motion was made by Councilman Stoll, second by Councilman Brown, to adjourn.

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this 4th day of February 2013.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

MINUTES OF REGULAR CITY COUNCIL MEETING CITY OF TOMBALL, TEXAS



**MONDAY, JANUARY 21, 2013
6:00 P.M.**

1.0 Call to Order

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

Councilman Hudgens
Councilman Stoll
Councilman Brown
Councilman Townsend
Councilman Dodson

Others present:

City Manager – George Shackelford
Assistant City Manager – Christal Weber
City Secretary – Doris Speer
City Attorney – Loren Smith
Director of Public Works – David Kauffman
Fire Chief – Randy Parr
Finance Director – Glenn Windsor
Marketing Director – Mike Baxter
IT Director – Doug Tippey
GIS/IT Tech – Ben Lato
City Planner – Rebeca Guerra
Assistant City Engineer – Lori Lakatos
Community Events Coordinator – Rosalie Dillon
Police Captain – Rick Grassi
TEDC-Executive Director – Kelly Violette

2.0 Invocation

- Led by Pastor Teichmiller, Zion Lutheran Church

3.0 Pledges to U. S. and Texas Flags

- Led by Member of the Tomball High School Student Council

4.0 The following Public Comments were received:

Leslie Lagerquist 30711 William Juergens Dr., 77375	- Expressed his opposition to Item 7.2, regarding fencing requirements.
Johnny Dove 502 Clarence, 77375	- Email expressing his opposition to Item 7.2, regarding fencing requirements, was read into the record.
Sallie Fisher and Bill Usrey 723 Hospital Road, 77375	- Email expressing their opposition to Item 7.2, regarding fencing requirements, was read into the record.
Belinda Abbott-Shaw 400 Epps, 77375	- Email expressing her opposition to Item 7.2, regarding fencing requirements, was read into the record.
Will Bentley 30730 William Juergens Dr., 77375	- Email expressing his opposition to Item 7.2, regarding fencing requirements, was read into the record.
Michael Lodge 30720 William Juergens Dr., 77375	- Email expressing his opposition to Item 7.2, regarding fencing requirements, was read into the record.
Gloria Gammon 201 Houston, 77375	- Email expressing her opposition to Item 7.2, regarding fencing requirements, was read into the record.

5.0 Reports and Announcements:

- January 30, 2013 through March 1, 2013 – Period to File Application for Place on Ballot for the May 11, 2013 General City Election
- **Farmers Market** – Reopened January 5, 2013
- February 6, 2013 – *Mayor's Coffee – Sol de Luna*, 207 Commerce
- February 9, 2013 – **2nd Saturday at the Depot**, “*A Real Pig Tale in Tomball*”, showing *Charlotte's Web* (2006), starring Dakota Fanning – 5:00 p.m.

- February 18, 2013 - Appointment of members to BOA (regular and alternate members for terms expiring March 2, 2013)
- February 19, 2013 – **Trail Rider Reception** at the Depot – 12:00 p.m.
- March 1, 2013 – Last Day to File Application for Place on May 11, 2013 Ballot – 5:00 p.m.
- March 4, 2013 and March 18, 2013 – **Public Hearings** regarding Tomball’s Juvenile Curfew Ordinance
- March 9, 2013 – **2nd Saturday at the Depot** – 5:00 p.m.
- March 16, 2013 – **Tomball HonkyTonk Music Festival** – 11:00 a.m.-7:00 p.m.
- March 18, 2013 – Candidate Orientation (tentative date)
- April 21-27, 2013 – **Annual Tomball Clean-up Week** – 8:00 a.m.-4:30 p.m. daily
- April 27, 2013 – **Annual Tomball Recycle and E-Waste Event**
- **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:
 - David Kauffman provided an update regarding Depot Restroom Facilities
 - Randy Parr introduced newest firefighter, Sam Sheffield
 - Glenn Windsor and Kevin Sanford, Weaver, LLP, presented the Annual Financial Report for Fiscal Year Ending September 30, 2012 (Item 8.4, New Business)

6.0 Motion was made by Councilman Townsend, second by Councilman Stoll, to approve the Minutes of January 7, 2013 Regular City Council Meeting.

Motion carried unanimously.

7.0 Old Business:

The order of items was changed:

7.2 Rebecca Guerra presented a photo survey of fencing in Tomball, conducted by the Mayor, City Manager, and City Planner, and updated information regarding the proposed amendments to the fencing ordinance. Motion was made by Councilman Brown, second by Councilman Stoll, to adopt on Second Reading, Ordinance No. 2012-51, an Ordinance of The City of Tomball, Texas, Amending Its Comprehensive Zoning Ordinance by Amending Section 42.4 (“Fences In Residential Areas”); Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof; Making Findings of Fact; and Providing for Other Related Matters.

Motion to Amend was made by Councilman Brown, second by Councilman Stoll, to include staff-recommended changes to the Ordinances and to adopt on Revised First Reading, Ordinance No. 2012-51, an Ordinance of The City of Tomball, Texas, Amending Its Comprehensive Zoning Ordinance by Amending Section 42.4

("Fences In Residential Areas"); Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof; Making Findings of Fact; and Providing for Other Related Matters. Vote was as follows:

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

Motion, as amended, carried unanimously on Revised First Reading.

- 7.1 Christal Weber provided information regarding neighborhood empowerment zones, waiver of impact fees at Council's discretion, and extension of the Old Town mixed-use district impact fee suspension as development tools to encourage development. No action taken.

8.0 New Business:

- 8.1 Motion was made by Councilman Townsend, second by Councilman Brown, to Approve Resolution No. 2013-09, a Resolution Amending the Terms of the Development Agreement Establishing Public Improvement District (PID) No. 2 in the City of Tomball, Texas.

Motion carried unanimously.

- 8.2 Motion was made by Councilman Dodson, second by Councilman Townsend, to approve the Training Well Drilling Activities Permit Application from Baker Hughes Oilfield Operations, Inc. for the Drilling of Nine Training Wells at 1121 West FM 2920, Tomball, Texas, contingent upon the site plan being approved. Vote was as follows:

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

Motion carried, 4 votes Aye, 1 vote Nay.

- 8.3 Christal Weber provided information regarding possible regulation of Donation Boxes. No action taken.

- 8.4 The item regarding presentation of the Annual Financial Report for Fiscal Year Ending September 30, 2012 as presented by Weaver, LLP, as a report not requiring Council action, was moved to Reports and Announcements, Item 5.0. No action taken.
- 8.5 Motion was made by Councilman Brown, second by Councilman Stoll, to approve the Tomball Economic Development Corporation's expenditure of funds in an amount not to exceed \$1,756,452.20 in accordance with a Professional Services Agreement with CLR Inc. for the Preparation of the Final Design of the Tomball Business and Technology Park.

Motion carried unanimously.

- 8.6 Motion was made by Councilman Dodson, second by Councilman Stoll, to approve Request by Oilfield Helping Hands and Co-Sponsorship for the 5th Annual Oilfield Helping Hands Auto Show and Motorcycle Rally at the Tomball Depot Plaza, to be held on Saturday, March 9, 2013 and to Approve Requested Street Closures and In-kind Services from Public Works in the amount of \$500 and the Police Department in the amount of \$2000.

Motion carried unanimously.

- 8.7 Motion was made by Councilman Townsend, second by Councilman Dodson, to approve Resolution No. 2013-05, Supporting Local Control over Appointees to the Port of Houston Authority, as requested by the Harris County Mayors' and Councils' Association.

Motion carried unanimously.

- 8.8 Motion was made by Councilman Stoll, second by Councilman Dodson, that the City of Tomball authorize the use of the power of eminent domain to acquire the 2.1324 acres of land owned by Jana's Dirt for the Medical Complex Drive expansion project, and approve Resolution No. 2013-06, a Resolution of the City Council of the City of Tomball, Texas, Determining that Land is Needed for the Extension of Medical Complex Drive as Part of the Medical Complex Drive Extension Project for the City of Tomball, Texas; and Authorizing the Institution of Eminent Domain Proceedings (Jana's Dirt, LLC, 2.1324 Acres). Vote was as follows:

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

Motion carried, 3 votes Aye, 2 votes Nay.

- 8.9 Motion was made by Councilman Stoll, second by Councilman Brown, that the City of Tomball authorize the use of the power of eminent domain to acquire the 0.0923 acres of land owned by Edgar Ray for the Medical Complex Drive expansion project and approve Resolution No. 2013-07, a Resolution of the City Council of the City of Tomball, Texas, Determining that Land is Needed for the Extension of Medical Complex Drive as Part of the Medical Complex Drive Extension Project for the City of Tomball, Texas; and Authorizing the Institution of Eminent Domain Proceedings (Edgar Ray, 0.0923 Acres). Vote was as follows:

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

Motion carried, 3 votes Aye, 2 votes Nay.

- 8.10 Motion was made by Councilman Stoll, second by Councilman Brown, that the City of Tomball authorize the use of the power of eminent domain to acquire the 0.1211 acres of land owned by HSMTX/Stallones-Tomball, LLC for the Medical Complex Drive expansion project and approve Resolution No. 2013-08, a Resolution of the City Council of the City of Tomball, Texas, Determining that Land is Needed for the Extension of Medical Complex Drive as Part of the Medical Complex Drive Extension Project for the City of Tomball, Texas; and Authorizing the Institution of Eminent Domain Proceedings (HSMTX/Stallones-Tomball, LLC, 0.1211 Acres). Vote was as follows:

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

Motion carried, 3 votes Aye, 2 votes Nay.

- 8.11 Motion was made by Councilman Townsend, second by Councilman Dodson, to approve **BAKER HUGHES EDUCATION CENTER FINAL PLAT**: A subdivision of 96.9420 Acres, being a partial Replat of Lots 447, 448, 449, 459, 460, 461, 462, 463, 464, 465, and 466 of the Tomball Townsite Vol. 2 Page 65 out of the Jesse Pruitt Survey, A-629 Harris County, Texas.

Motion carried unanimously.

Motion was made by Councilman Dodson, second by Councilman Hudgens, to approve **SHAW COMMERCIAL FINAL PLAT**: Being a subdivision of 4.0130 Acres of land situated in the John S. Smith Survey, Abstract Number 730, of Harris County, Texas, and being the same land as described in deed recorded in Clerk's File Number R265465, of Real Property Records of Harris County, Texas.

Motion carried unanimously.

- 8.12 Motion was made by Councilman Dodson, second by Councilman Brown, to approve and authorize City Manager to execute Additional Services Agreement with AECOM Technical Services, Inc. (AECOM) for services related to Utilities GIS in the amount of \$150,000.

Motion carried unanimously.

- 8.13 Mayor Fagan led discussion regarding Policy for Posting Period for Political Signs. No action taken.

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

Motion carried unanimously.

Meeting adjourned.

PASSED AND APPROVED this 4th day of February 2013.

Doris Speer, TRMC, CMC
City Secretary

Gretchen Fagan
Mayor

Regular City Council

Agenda Item

Meeting Date: February 4, 2013

Data Sheet

Topic:

Adopt, on Second Reading, Ordinance No. 2012-51, an Ordinance of The City of Tomball, Texas, Amending Its Comprehensive Zoning Ordinance by Amending Section 42.4 ("Fences In Residential Areas"); Providing for a Penalty of an Amount Not to Exceed \$2,000 for Each Day of Violation of Any Provision Hereof; Making Findings of Fact; and Providing for Other Related Matters

Background:

The City has been approached by several residents during the last several years request a way whereby they could legally construct residential fences and vehicular access gates along their front property lines.

Section 42.4 ("Fences in Residential Areas") of the Tomball Zoning Ordinance currently prohibits the construction of residential fences within 15 feet of a public right-of-way and vehicular access gates within 25 feet of a public right-of-way. Council and City staff have worked together to review Section 42.4 in an effort to provide a mechanism in the zoning ordinance that will allow residential fences and vehicular access gates to be constructed along the front property line.

On November 12, 2012, the Planning & Zoning Commission, after conducting a public hearing, voted unanimously to recommend approval of Zoning Case P12-510. Council, after conducting public hearings and receiving citizen input, provided direction to City staff for additional changes.

On January 21, 2013, Council requested additional revisions be made to the ordinance prior to the second reading; City staff has completed the revisions and brings the ordinance back to City Council for consideration. A tracked version of Ordinance No. 2012-51 is included for Council's convenience.

Origination:

Engineering and Planning

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:

Ordinance No. 2012-51 - Tracked Changes Version_1-29-2013

ORDINANCE NO. 2012-51

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS, AMENDING ITS COMPREHENSIVE ZONING ORDINANCE BY AMENDING SECTION 42.4 (“FENCES IN RESIDENTIAL AREAS”); PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.

* * * * *

WHEREAS, the City of Tomball has requested that Section 42.4 (“Fences in Residential Areas”) of the Comprehensive Zoning Ordinance be amended; and

WHEREAS, the Planning & Zoning Commission and the City Council of the City of Tomball, Texas, have published notice and conducted hearings regarding the request to amend Section 42.4 of the City’s Comprehensive Zoning Ordinance; and

WHEREAS, the Planning & Zoning Commission recommended in its final report that the City Council approve the amendments to Section 42.4 of the Comprehensive Zoning Ordinance; and

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

WHEREAS, after consideration of all testimony given at the public hearing and after considering the input of the City staff, the Planning & Zoning Commission recommended the changes set forth in this ordinance; and

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

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

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

Section 2. Section 42.4 of the Comprehensive Zoning Ordinance of the City of Tomball, Texas is hereby amended to read as:

Section 42.4 “Fences in Residential Areas”

A. No fence or gate in a residential district, except as specified in Subsection E, shall exceed eight (8) feet in height. Fences and gates shall be maintained in

good repair at all times, including, but not limited to, ensuring that there be no missing, broken, or leaning slats or panels, and that the condition not to endanger life or property. Such maintenance shall be the responsibility of the owner of the property on which the fence or gate is located.

B. Residential fences and gates shall be constructed of materials and colors in character with the area, and may contain a mix of building materials. Residential fences and gates shall consist of durable wood, vinyl, metal, stone, or other materials commonly used in conventional fence construction. Chain link fencing may be utilized within the area of a rear yard, as defined in Section 45.2. Non-opaque hog fencing in a framed construction or installation, no more than six (6) feet in height, may be permitted within the Single-Family Estate Residential-20 District and Agricultural District subject to approval by the City Manager or his/her designee.

Except as noted above, fences or gates composed of chain link or similar material (barbed/chicken wire, hog fencing), as well as electrified fences, or any fence upon which spikes, nails, razor wire or other sharp or pointed instruments or security materials are fixed, attached or placed shall be prohibited. Ornamental features on the top of any fencing may be permitted as part of the original construction.

C. Fencing between the front property line and the closest primary or accessory structure on the site shall be as follows:

1. For lots which are less than 5 (five) acres, the maximum height of a fence shall be four (4) feet.

2. For lots that are five (5) acres or larger, the maximum height of a fence shall be six (6) feet.

3. Non-opaque wrought iron fencing or similar metal building material fencing may be permitted within the Single-Family Estate Residential-20 District and the Agricultural District with a maximum height of six (6) feet. Said fencing shall be subject to approval by the City Manager or his/her designee.

D. Gates designed for vehicular access shall be set back from the edge of street or road pavement a minimum of twenty-five (25) feet. Locking mechanisms for vehicular gates shall be subject to approval by the City Fire Marshal or his/her designee.

E. Special purpose fencing, and their associated gates, that does not exceed ten (10) feet in height shall be limited to only the perimeter of tennis/ball courts, play areas/fields, or gardens. This type of fencing may be constructed of chain link or fabric-type material in addition to durable wood, vinyl, metal, stone, or other materials commonly used in conventional fence construction. In no case

shall barbed/chicken wire, hog fencing, etc., or electrified fences, or any fence upon which spikes, nails, razor wire or other sharp or pointed instruments or security materials are fixed, attached or placed be utilized. Said fences shall not be erected within any setback, easement, or site visibility area detailed in Subsection F. Such fencing shall be subject to approval by the City Manager or his/her designee.

F. All fencing shall comply with Section 66.31-34 of the adopted Code of Ordinances and Section 40.8 of this Ordinance for sight visibility requirements.

Section 3. In the event any section, paragraph, subdivision, clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, or whether there be one or more parts.

Section 4. Any person who shall violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

Section 5. This Ordinance shall become effective fourteen days after the final reading and adoption of this Ordinance when the caption hereof is caused to be published once in the official newspaper of the City, by the City Secretary, as required by law. The City Secretary is directed to publish the caption of this Ordinance in the City's official newspaper within 14 days after the passage of the ordinance.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 19TH DAY OF NOVEMBER 2012.

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

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF
THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 21ST DAY OF
JANUARY 2013

SECOND READING:

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

ATTEST:

4

DRAFT

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 4, 2013

Topic:

Discussion of Donation Boxes and Regulations

Background:

The City Council requested an agenda item to discuss the apparent proliferation of donation boxes in Tomball and the accumulation of trash around these containers. Currently, the City addresses the accumulation of trash through our regular code enforcement procedures and has little control over the location of the donation boxes. If Council finds it necessary to better regulate such containers, staff has prepared an outline to obtain direction from Council on the intent and desired extent of any future requirements. Staff will draft an ordinance based on this direction for consideration at a subsequent meeting.

Origination:

City Council

Recommendation:

N/A

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

Christal Kliewer Weber, Assistant City Manager

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

ATTACHMENTS:

Regulation Discussion Outline

What is a Donation Box?

- Small moveable containers?
- Trailers or shipping containers?
- Attended or Unattended?
- Non-profit, For-profit, portion of profits?

Restriction of type:

- Box or trailer
- Attended or Unattended
- Non-profit, For-profit, portion of profits

Restriction of location:

- Zone restriction
 - Non-residential only
 - Not in PD unless specifically listed
- Proliferation
 - 1 per platted lot
 - 200 (or more) feet from nearest other donation box
 - No more than 2 (or more) boxes per organization citywide
- Safety
 - Not within setbacks, easements, etc.
 - Not within sight visibility triangle or other location deemed and pedestrian or vehicle hazard (not in walkways or drive aisles)
 - Must be located in lit area if accessible after dark
 - Must provide at least one parking for vehicles accessing box (in addition to other required parking for development)
- Other
 - Not in any other location otherwise prohibited by any other ordinance
 - Cannot be in a required parking space

Restriction of appearance:

- Size and type
 - Less than 4 feet high
 - Not permanently affixed, not electrified
 - Materials suitable for outdoor location
 - Colors (muted, non-fluorescent, etc)
- Signage
 - Cannot be used as on or off premise sign
 - Can include organization logo and name, but no other organization messages
 - Must include organization contact name and number & City complaint number
 - Must include illegal dumping notice, hazardous materials prohibition, etc.
- Condition
 - Must be well maintained and free of graffiti or other visible damage
 - Free from accumulated debris, weeds, etc.

Restriction of Operation

- Attended or Unattended
 - If attended, required hours of attendance, etc.
- Number of times box content picked-up
- Insurance or Bond requirements
- Written permission from property owner

Restriction by Permit

- Term of Permission
- Application Fee
- Required Information
- Revocation
 - Upon violation of permit terms
 - Upon 3 or more valid complaints

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 4, 2013

Topic:

Approve Consultant Services Agreement with MuniServices, LLC to Perform Audit and Administration Services to Assist the City of Tomball with the Collection and Administration of the City of Tomball's Local Hotel Occupancy Tax, and Authorize the City Manager to Execute the Agreement

Background:

Over the past three years, we have experienced problems with the collection of the 7% local hotel occupancy tax. Primarily, there are two hotels that frequently are late with their payments. Additionally, there is a potential problem with some of the hotels claiming an exemption from the tax when an occupant stays in the hotel for longer than 30 days.

The firm MuniServices, LLC specializes in the administration of the local hotel occupancy tax and also performs audits of each hotel's records to ensure compliance with both the City's hotel tax ordinance and the State's occupancy tax laws.

The attached letter and the proposal from MuniServices, LLC describe this agenda item in greater detail.

Origination:

Glenn Windsor, Finance Director

Recommendation:

Approval of the Agreement with MuniServices, LLC and authorizing the City Manager to execute the Agreement

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:

Memo to City Manager

MuniServices, Inc. Agreement

MEMORANDUM

To: George Shackelford, City Manager

From: Glenn Windsor, CPA, Finance Director

Subject: Proposal for Local Occupancy Tax and Consulting Services from MuniServices, Inc.

Date: January 24, 2013

We have contacted the firm of MuniServices, Inc. to assist with the collection of local occupancy taxes from the seven (7) hotels in the city limits of Tomball.

We currently have one hotel that has been consistently delinquent (over the past three years) in remitting the 7% occupancy taxes to the City and they remain delinquent after numerous attempts at collection. Our contacts with them included telephone calls, letters, and meetings with the owners/managers to resolve the issue. After making several small payments throughout the timeframe and numerous promises to pay, this particular hotel is still several quarters behind.

Another hotel has made sporadic payments and after numerous promises to get back into compliance. they still have not remitted for the past four quarters. In addition they do not respond to correspondence nor will they return telephone calls.

Another issue that we are dealing with is the hotel's claim that they are exempt from collecting the tax because of the occupant's length of stay. Under current law if an occupant stays in the hotel for a period that exceeds 30 days, they are exempt from the occupancy tax. Our largest hotel is already claiming this exemption (on certain room rentals), on their state taxes, but we do not have a way to determine if they are claiming it on the local tax without performing an audit of their records.

The MuniServices, Inc. firm would be able to assist in getting all of the hotels fully compliant with the collection and remittance of the taxes that are due to the City. They would do this by auditing the hotel's records (which the hotels are legally required to provide) and collection of any delinquent taxes. All work performed is paid by a flat consulting fee and not by a percentage of the taxes recovered.

Additionally, if a hotel is found to be delinquent, the Texas Hotel Occupancy Tax law includes a provision that will allow us to recover (from a non-compliant hotel) any fees paid to MuniServices, Inc.. We already know that two of the hotels are delinquent, so our plan would be to have the largest hotel audited along with the two smaller ones that we know are delinquent. In that way, we would pay

\$ 1,500 for one audit and be reimbursed the fees for the other two.

Additionally, MuniServices, Inc. offers the *HOT Administrative Service* for a fee of \$ 100 per hotel, per year which would amount to \$ 700 per year (for 7 hotels). This service offers a “turnkey” approach to ensure appropriate collection, deposit, recording, delinquency follow-up and reporting of the local occupancy tax. The *Auditing Service* fee, as mentioned previously, is \$ 1,500 per hotel with a maximum travel cost of \$ 200. As stated, our plan would be to audit the one large hotel and the two delinquent hotels for a net fee to MuniServices, Inc. of \$ 2,200. We have priced these specific services with our current city auditors, Weaver & Tidwel, LLP and their prices per audit ranged from \$ 3,500 to

\$ 7,000 depending on the size of the hotel, a substantially higher amount per audit.

In conclusion, our hotel occupancy tax revenue is a significant resource to our City and I believe that we need to ensure compliance with the collection of the taxes. From a “cost-benefit” perspective, the fee paid to MuniServices, Inc. is minimal in light of our annual budgeted revenue amount of \$ 350,000. Adequate funds are available in the Hotel Occupancy Fund or in the Finance Department account that pays for our annual city audit. City Attorney Loren Smith is familiar with the firm as some of their city clients have utilized the services of MuniServices, Inc.. They are also endorsed by the Texas Municipal League.

Please let me know if you have any questions or need additional information.

Glenn Windsor, CPA

Finance Director

**MuniServices, LLC
Consultant Services Agreement**

1. Us.

We are MuniServices, LLC, a Delaware limited liability company, and a wholly owned subsidiary of Portfolio Recovery Associates, Inc.; with an office at 7625 N. Palm Avenue, Suite 108, Fresno, California 93711. In this Agreement we are referred to as “MuniServices” or “we”, “our”, “us. We use our sister company, RDS, to assist us with work. Sometimes we will refer to you and us as the “Parties.”

If you need to contact us a short list of helpful contacts is attached as Attachment 3.

If you are sending us a notice required by this Agreement, send it to:

MuniServices, LLC
Attn: Legal Department
7625 N. Palm Avenue, Suite 108
Fresno, CA 93711
Email: legal@muniservices.com
Facsimile: 559.312.2852

When providing notice to us, you must also provide a copy of the notice to: PRA General Counsel, 120 Corporate Blvd., Suite 100, Norfolk, VA 23502. All notices, including notices of address changes, provided under this Agreement are deemed received on the third day after mailing if sent by regular mail, or the next day if sent overnight delivery. We do not accept notices by email or facsimile. Notice of rate changes or distribution changes must be sent by certified mail.

2. You.

You are the City of Tomball. You are a municipal corporation of the State of Texas. In this Agreement we will refer to you as “you”, “your”, “yours”. If we are sending you a notice required by this Agreement, we will send it to:

City of Tomball

Attn: Glenn Windsor, Finance Director
401 Market Street
Tomball, TX 77375
Email: gwindor@ci.tomball.tx.us
Facsimile: 281.351.6256

3. Our Services and your payment.

We will provide you with the services listed in Attachment 1 (the “Services”). You will pay us the fees listed in that same Attachment. If we are providing more than one Service, each service will have a separate attachment and will be labeled Attachment 1-1, 1-2, etc.

4. What our Services do not include.

We do not provide to you or any third-parties any legal advice or services. We also do not provide tax advice to you or third parties. Also we cannot and therefore do not establish: the tax rates due from taxpayers; and the penalties and fees that are assessed against taxpayers (though we will calculate these amounts for you as part of the Services once you have established the rates). We also do not determine either the amount of refunds or the proper government account(s) that taxpayer receipts shall be deposited into.

5. Term of this Agreement.

The initial term of this Agreement begins on _____, 2013 (the “Effective Date”) and continues for a period of three years from the Effective Date. Thereafter this Agreement will automatically renew for two successive one year terms (each a “Renewal Term”), unless either party notifies the other in writing of its intent not to renew 90 days prior to the end of the initial term or any Renewal Term. There are some other ways this Agreement can end and those are found in Article I of the General Provisions, Attachment 2.

6. General Provisions.

The parties are also bound by the General Provisions as set forth in Attachment 2 of this Agreement, which are by this reference incorporated into this Agreement. If something in this Agreement contradicts the General Provisions, then what is said in this Agreement governs rather than the General Provisions.

The Parties are signing this Agreement on the Effective Date indicated in Section 5 above.

MuniServices, LLC

By:  _____
Doug Jensen
Title: SVP Client Services

**City of Tomball,
a Municipal Corporation**

By: _____
Title: _____

ATTEST:

City Clerk

Article 1-Objectives and Methods

MuniServices' Local Occupancy Tax Program Audit service is intended to assist the City in maximizing lodging tax revenue it is entitled to through an on-site examination of records and education of the lodging providers to ensure the appropriate collection and remittance of the lodging tax. The Administration service offers a turnkey approach to ensure appropriate collection, deposit, recording, delinquency follow up and reporting of the local lodging tax. This service includes all correspondence, forms and other such services to ensure appropriate and timely remittance of the tax.

Article 2-Scope of Work

1. Field Audit Services

- a. Perform on-site examinations of the records of those providers requested by City to warrant further investigation;
- b. Provide City staff with a detailed list of all records required to be made available by lodging providers for the further reviews, together with a draft engagement announcement letter to be sent to each lodging provider requiring examination;
- c. In coordination with City staff, schedule and conduct reviews at the property locations of those providers identified and authorized for examination;
- d. Verify accuracy of filed lodging tax returns with daily and monthly activity summaries;
- e. Review a random sample of the daily and monthly summaries to determine if the daily summaries reconcile to the monthly summaries;
- f. Review bank statements to verify that deposits reconcile with the reported revenue on the lodging tax returns';
- g. Review exempted revenue for proper qualifying documentation;
- h. Review a random sample of exempted guest revenue and trace registration and/or other source documents to verify compliance with the City ordinance;
- i. Where possible, compare the State lodging tax filings with City's tax returns;
- j. For each error/omission identified and confirmed, submit substantiating documentation to designated City staff in order to facilitate collection of revenue due from lodging providers for prior periods;
- k. Coordinate with designated City official(s) as necessary to review findings and recommendations;
- l. Prepare draft Notices of Deficiency Determination, and commendation, warning and credit letters, as applicable, for City to advise lodging providers of examination results
- m. Provide assistance to City in reviewing any matters submitted in extenuation and mitigation by lodging providers in contesting a deficiency determination; and
- n. Prepare and document any changes to the review findings and provide revised tax, interest or penalty amounts due the City.

2. Administration Services

A. Remittance Processing

1. **Taxes Processed:** MuniServices will perform remittance processing for lodging taxes as designated by the City.
2. **Taxpayer Notification and Remittance:** MuniServices will send individualized tax forms to all known lodging providers ("Taxpayer(s)"). Taxpayers will remit payments as indicated in Exhibit A, Distribution Confirmation, attached and incorporated herein by reference. Upon reasonable notice to City, MuniServices may change the address for payments. Optional Online File and Pay - For an additional set up fee, online filing and remittance using standard MuniServices formatting will be provided for the Taxpayers convenience.
3. **Deposit Process:** Deposits are made to the extent that funds have been received, via Automated Clearing House of the amounts and to the designated recipients as instructed by the City for each type of tax collected, as shown in more detail on Exhibit A
4. **Posting Process:** Taxpayer accounts are posted with payment information captured in the MuniServices revenue system. Additional information such as net sales, deductions, credit sales, measure of tax, name change and address change is captured and added to the payment data and taxpayer master file (as determined necessary by

MuniServices). Late payments (postmarked by U.S. Postal Service after the due date) are invoiced at penalty amounts required by State code. Under-payments are invoiced for remaining tax due plus any required penalties.

5. Changes to Exhibit A: The City shall notify MuniServices in writing immediately of all changes in amounts to be deposited into the accounts of designated recipients. An amended Exhibit A shall be prepared and executed by the Parties as soon as reasonably possible. In addition, MuniServices shall provide documentation confirming each change under the preceding sentence with the first monthly report reflecting the applicable change. If the changes reflected in the monthly report do not properly reflect the intended changes of the City, then the City shall immediately notify MuniServices and, thereafter, MuniServices shall take the steps necessary to insure that designated recipients receive the amounts intended by the City.

B. Compliance Services

1. Taxes Reviewed: MuniServices will perform compliance services for lodgings taxes designated by City under Remittance Processing Services. MuniServices will provide delinquency notification and follow-up. This includes correspondence, calls, and collection procedures and the related documentation. Delinquency policies and procedures will be applied consistently and within applicable tax laws. Unless otherwise directed by the City, MuniServices will make reasonable efforts to collect taxes designated by the City hereunder. Where deemed reasonably appropriate accounts may be turned over to audit or third party collection. If the City elects to have its attorney pursue collection of certain uncollected accounts, MuniServices will assist the City attorney as reasonably requested at its normal hourly rate as reflected herein.
2. Conduct of Compliance Services: To assure that all taxpayers are treated fairly and consistently and all compliance services are performed in a similar manner, MuniServices representatives who perform compliance services will use a similar compliance plan for each compliance service conducted. All funds due from compliance services will be remitted to City in the same manner as provided for pursuant to *Section B*, above.

C. General Provisions

1. Information Provided: The City represents that the information provided to MuniServices in the performance of services hereunder shall be provided free and clear of the claims of third parties. The City represents that it has the right to provide this information to MuniServices and that said information shall not be defamatory or otherwise expose MuniServices to liability to third parties.
2. Compliance with laws: Each Party accepts responsibility for its compliance with federal, state, or local laws and regulations.
3. Taxpayer service: MuniServices will provide a taxpayer assistance number for taxpayer questions. MuniServices will provide standard informational brochures for placement in the City offices, Chamber of Commerce offices, libraries and any other facilities as requested and/or deemed necessary.

3. Mandatory Reporting to the State of Texas - Required Compliance

The Bill requires that, if, as a result of an audit conducted, a City obtains documentation or other information showing a failure to collect or pay local and state occupancy taxes when due, the City shall notify and submit the relevant information to the Texas Comptroller. The City will receive a 20% finder's fee from the State of Texas upon receipt of payment from the lodging provider. During MuniServices meetings with the Texas Comptroller regarding HB 2048 and its administration, the report submitted to the State must have these additional specifications, but is not limited to:

- a. Summary of all hotels with local and state deficiencies discovered during our audit.
- b. Detailed Audit Support for findings over \$2,000 (qualifying audits) due to the state.
- c. Audit report should include audit period.
- d. Separate documentation that breaks down the findings in each area by month.
- e. Separate documentation that itemizes the state only exemption details.
- f. Audit Communication executed by the hotel.
- g. Audit Report based on State Auditing Procedures.

Article 3-Deliverables

1. Field Audit Services

- a. Provide City staff with a draft Audit Announcement Letter to be sent to each lodging provider to be examined.
- b. For each error/omission identified and confirmed, submit a written report substantiating documentation to designated City staff in order to facilitate collection of revenue due from lodging providers for prior periods together with draft Notices of Deficiency Determination, and/or credit, warning or commendation letters as applicable;
- c. Prepare and document any changes to the review findings and provide revised tax, interest or penalty amounts due the City.
- d. Review any extenuation or mitigation proffered to deficiency determinations and prepare draft response to City staff; and
- e. Provide other collections advice upon request.

2. Administration Services

MuniServices will make available to City detailed online reporting, including detailed payment listing, daily/weekly/monthly reconciliation reports, etc.

MuniServices will provide the City with monthly reports including, but not limited to, payment listings showing all taxes received related to net receipts reported, a general ledger distribution that corresponds to the City's account numbers and all fees paid to MuniServices. These reports will be provided by the 10th of the month following the tax month;

The City AGREES TO EXAMINE THIS REPORT IMMEDIATELY. IF NO ERROR IS REPORTED BY THE City TO MuniServices WITHIN 60 DAYS, THE STATEMENT WILL BE DEEMED ACCURATE; All items credited will be subject to receipt of payment.

3. Mandatory Reporting to the State of Texas

Should the City authorize MuniServices to provide the additional services as required, MuniServices shall:

- a. Provide a complete report, with supporting documentation, to the Texas State Comptroller (and the City) based on the requirements outline in HB 2048 for each applicable local audit performed on behalf of the City. The report will be provided to the Comptroller within 30 days of the completion of the audit and will include all substantiation of the issues and findings reported.
- b. Provide a monthly status to the City that tracks the submissions to the Comptroller's Office. This tracking tool's purpose is to provide the City with necessary information to ensure proper administration and follow up for the 20% finder's fee.
- c. Act as the City's advocate and representative in all communications with the Texas State Comptroller in regards to the local hotel occupancy tax audit sharing program, including Notifying the Comptroller's office if they should expect disputes or protest of an audit.

Should the City elect to have MuniServices provide the services necessary to comply with HB 2048, the City will be required to provide a Letter of Authorization to the State Comptroller's Office designating MuniServices as an authorized agent of the City for the purposes of administration of this local hotel occupancy tax audit sharing program.

Article 4-Compensation

Audit

The Audit Services shall be provided for a fixed fee of one thousand five-hundred (\$1,500) for each lodging property audited with 50% due at the time of audit approval and 50% upon completion of the audit.

Administration

The Administration Services shall be provided for a one-time set up fee of one thousand dollars (\$1,000), plus an annual fixed fee of two hundred dollars (\$200) per each lodging property.

Discount

If the City permits on-site examination of the records of ten percent (10%) of the City's standard lodging properties per year to insure compliance in collecting and returning the local hotel occupancy tax, MuniServices shall discount the Administration services to an annual fixed fee of one hundred dollars (\$100) per each lodging property.

Optional Online File and Pay

By initialing in the space provided here, the City indicates it is selecting the optional online file and pay and authorizing MuniServices to bill the City for the one-time set up fee of \$1,500 which will be invoiced upon execution of this Agreement.

Travel and Out-of-Pocket

Reasonable travel and other out-of-pocket expenses associated with the performance of field audits will not exceed \$150 per audited property without the prior written approval of the City. Such reimbursement shall be billed annually.

Mandatory Reporting to the State of Texas

Should the City authorize MuniServices to provide the additional services (Mandatory Reporting to the State), the City agrees to pay MuniServices as follows:

- a. Cost per Audit: A flat fee of \$400.00 per qualifying audit will be charged for each audit submitted to the State Comptroller under the program and includes all the services outlined in the above "Proposal for Additional Services" section.
- b. The \$400 flat fee will be billed on a monthly basis for each report submitted to the Comptroller during that month.
- c. If, in order for the state to collect on an audit and/or the city to receive their finder's fee, additional or non-standard work is required outside of the above listed services, MuniServices will bill the City an hourly rate plus additional expenses incurred. Examples of additional or non-standard work includes, but is not limited to, additional field visits after an audit has been submitted as final, , testifying at hearings or court proceedings to support the work performed by our auditors, and any other activities requested by either the City or the Comptroller in regards to collection on an audit, etc.
- d. Any work required outside of \$400 flat fee will only be performed with prior written approval from the City. The hourly services will be billed at the rate of \$100 per hour, plus actual expenses. These additional hours will be invoiced at the time the case is resolved to the Comptroller's satisfaction.

Mandatory Reporting to the State of Texas

Please choose one of the two options below. If the City desires for MuniServices to perform the new Mandatory Reporting to the State of Texas, and this letter agreement correctly reflects the terms agreed to by MuniServices and the City, please counter-sign this letter agreement in the space provided below.

If the City acknowledges its obligations under House Bill 2048 and hereby elects to "OPT OUT" of MuniServices optional service to provide services required to perform the Mandatory Reporting to the State of Texas on its behalf, please counter-sign this letter agreement in the space provided below.

- a. City will need to enter in to an agreement with the Comptroller to insure that they make reasonable efforts to collect on each submission and reimburse the city for any hourly fees and expenses incurred on behalf of the state.
- b. City can expect payment of the finder's fee no sooner than 6 month's from the date of submission to the Comptroller, as the finder's fee is not due until the assessment is Administratively Final.
- c. City has an obligation to submit all findings to the Comptroller whether or not they contract with MuniServices. As such, MuniServices will require an "opt out" document be signed by the city if they chose not to have our assistance in fulfilling this requirement.

(Actual bill located at: <http://www.sos.state.tx.us/statdoc/bills/hb/HB2048.pdf>)

YES - By signing in the space provided here, I hereby authorize MuniServices to perform the Mandatory Reporting to the State of Texas as required by House Bill 2048 that was adopted on September 2, 2011, and agree to compensate MuniServices as outlined above.

By: _____

Name: _____

Title: _____

Date: _____

NO - By signing in the space provided here, the City declines MuniServices additional services option and acknowledges that MuniServices will have no responsibility or liability related to the Mandatory Reporting to the State of Texas as required by House Bill 2048 that was adopted on September 2, 2011.

By: _____

Name: _____

Title: _____

Date: _____

Additional Consulting

City may request that MuniServices provide additional consulting services at any time during the term of this Agreement. If MuniServices and City agree on the scope of the additional consulting services requested, then MuniServices shall provide the additional consulting on a Time and Materials basis. Depending on the personnel assigned to perform the work, standard hourly rates range from \$75 per hour to \$300 per hour.

The following are sample hourly rates based on the job classification:

- Principal: \$300 per hour
- Client Services: \$250 per hour
- Information Technology (IT) support: \$200 per hour
- Operational Support:
 - Director: \$175 per hour
 - Manager: \$150 per hour
 - Senior Analyst: \$125 per hour
 - Analyst: \$100 per hour
 - Administrative: \$75 per hour

These additional consulting services will be invoiced at least monthly based on actual time and expenses incurred.

Article 5 - City Obligations

The City shall assist MuniServices by providing necessary information and assistance to include, but not be limited to, the following:

Field Audit Services

Send Audit Announcement Letter to each lodging provider to be examined with a copy to MuniServices.

Administration Service

Prior to the start of the work to be performed, provide MuniServices with (1) the most recent registration to collect the tax and (2) returns for the time period requested as needed to compile a historical database for the period of the statute of limitations;

Inform MuniServices of any circumstances concerning current existing payees;

Inform Muniservices of the development of new lodging properties no later than the Certificate of Occupancy being granted;

Cooperate in the transition by reviewing proposed processing and materials, offering comments and suggestions and providing timely approvals;

Undergo training in the use of online applications.

Distribution Confirmation

The City will fill in the account information requested on Exhibit A and attach the same to the fully executed Agreement. Should there be any changes to the account or percentages in Exhibit A, the City shall immediately notify MuniServices in writing of all changes in amounts to be deposited into the accounts of designated recipients.

EXHIBIT A
DISTRIBUTION CONFIRMATION

January 28, 2013

City of Tomball
Attn: Glenn Windsor, Finance Director
401 Market Street
Tomball, TX 77375

Dear Mr. Tomball:

Funds will be distributed in the following accounts pursuant to this Agreement:

Agency	Routing #	Account #	Distribution %	Tax Type
			100%	Lodging

If at any time there are any discrepancies between the schedule set out above and the City's records, please notify us in writing immediately.

IT IS YOUR RESPONSIBILITY TO PROVIDE NOTICE TO US OF ANY CHANGES IN TAX RATES OR IN THE DISTRIBUTION OF FUNDS. NOTICE MUST BE IN WRITING AND SENT, VIA CERTIFIED MAIL, TO:

MuniServices, LLC
2317 Third Avenue North, Suite 200
Birmingham, AL 35203
Attn.: Kennon Walthall, COO& SVP, Operations

Thank you for your assistance. If you have any questions, or if I may be of assistance, please let me know.

Connie Taylor, Client Relations Manager
MuniServices
(Phone): 205-423-4144
(Fax): 205-423-4097
(E-mail): ctaylor@revds.com

I have reviewed the above distribution and verify that it is correct.

By: _____

Name: _____

Title: _____

ATTACHMENT 2
General Provisions

Article I

Within 5 business days after signing this agreement.	You will designate, in writing, one individual to whom we may address communications concerning this Agreement. This person or such person's designee will be the principal point of contact for us in obtaining decisions, information, approvals, and acceptances.
10 business days after you receive our invoice.	You have until this date to dispute in the invoice, or a portion of it, in writing. Your written dispute must be post-marked by this date and must be sent to the addresses in paragraph 1 of the Agreement. (Paragraph 1 is located on the front page of the agreement and is titled "Us".)
10 business days after we receive your written notice that you dispute an invoice or part of an invoice.	We will either correct the error or explain to you why we think the invoice is correct. During this time, we will not try to collect the amount being disputed.
30 days after receiving our invoice.	You must pay our invoice(s) by this date. If you do not pay by that time, we have the right to charge you interest at the rate of one and one-half percent (1.5%) per month, or the maximum amount permitted by law, on any amounts you do not pay within thirty days. If we refer your account to an attorney for collection of past due amounts, we may charge you for our reasonable attorney fees, including costs for attorneys who are employed by us, and court costs incurred by us to the extent permitted by law. Any settlement of your account balance for less than what is owed requires our written consent.
40 days after receiving our invoice	If you have not paid, and have not disputed an invoice as provided above, then we may terminate this Agreement with no further notice and we have no further obligation to you.
When you provide us with information for use in the Services.	By providing us information, you represent that: • you have the right to provide us the information without violating the rights of third-parties; • your release of the information to us does not violate any applicable laws and regulations; and • to the best of your knowledge the information is accurate and not defamatory. You will notify us immediately if there is a change in the information you have provided to us.
If we send you a report or other deliverable.	You will review all reports we provide to you in a timely fashion and you will notify us immediately if you find a discrepancy in any of the information we have provided to you. Upon payment therefore, we will grant you all right, title, and interest in and to the reports, charts, graphs, and other deliverables we are required to produce under this Agreement.
While the Agreement is effective.	We will keep in full force and effect insurance coverage during the term of this Agreement including without limitation statutory workers' compensation insurance; employer's liability and commercial general liability insurance; comprehensive automobile liability insurance; professional liability and fidelity insurance. You may at any time request copies of our certificates.
90-days after prior written notice.	This Agreement terminates for convenience but only if the terminating party sends the notice to the person designated to receive notices under this Agreement (see paragraph 1 or 2, as applicable, of this Agreement).

After giving written notice of a breach other than a failure to pay.	The non-breaching party may immediately terminate this Agreement if: • the written notice of the breach was sent to the person designated to receive notices for the breaching party under this Agreement (see paragraph 1 or 2, as applicable, of this Agreement); and the breach is not your failure to pay (that situation is addressed separately below.); and • the breach has not been cured in a reasonable time after the breaching party received notice. Ordinarily, 30 days will be a reasonable time to cure the breach but if the party receiving notice of the breach can demonstrate that the breach will take more than 30 days to cure, the non-breaching party and breaching party will agree on an extended period to cure the breach.
After the occurrence of a “financial default”	A party may terminate this Agreement immediately if the other party experiences a “financial default.” A “financial default” means: • a material adverse change in a party’s financial condition that adversely affects its ability to perform hereunder; or • a party becomes or is declared insolvent or bankrupt; or • a party is the subject of any proceedings relating to liquidation or insolvency or for the appointment of a receiver; or • a party makes an assignment for the benefit of all or substantially all of its creditors; or • a party enters into an agreement for the composition, extension, or readjustment of all or substantially all of its obligations. If you experience a “financial default” then we may, at our option, declare the entire outstanding amounts and costs owing to us hereunder immediately due and payable.
This Agreement is terminated or expires.	You remain obligated to: (1) pay us for Services performed through the effective date of the termination or expiration; (2) if applicable, provide us with all the information necessary for us to calculate what you owe us on revenue you receive after the termination or expiration; and (3) if applicable pay invoices we send you after the expiration or termination of this Agreement for Services performed before termination or expiration or for continuing payments required by the Scope of Work or for both.

Article II. The parties also agree to the following miscellaneous terms.

1. *Independent Contractor.* We are an independent contractor. Nothing in this Agreement is to be interpreted as: creating the relationship of employer and employee between you and us or between you and any of our employees or agents; or creating a partnership or joint venture between you and us. We are responsible for any subcontractors we use in performing Services for you and we are solely responsible to pay those subcontractors. We may perform similar services for others during this Agreement and you agree that our representation of other government sector clients is not a conflict of interest.
2. *Compliance with Laws.* The parties agree to comply with all applicable local, state and federal laws and regulations during the term of this Agreement.
3. *Intellectual Property.* We retain all right, title, and interest in and to the processes, procedures, models, inventions, software, ideas, know-how, and any and all other patentable or copyrightable material used, developed, or reduced to practice in the performance of this Agreement.
4. *Waiver.* Either party's failure to insist upon strict performance of any provision of this Agreement are not to be construed as a waiver of that or any other of a party's rights under this Agreement at any later date or time.
5. *Force Majeure.* Neither party is liable for failing to perform its obligations hereunder (other than payment obligations) where performance is delayed or hindered by war, riots, embargoes, strikes or acts of its vendors or suppliers, accidents, acts of God, or any other event beyond its reasonable control.
6. *Counterparts.* This Agreement may be signed in separate counterparts including facsimile copies. Each counterpart (including facsimile copies) is deemed an original and all counterparts are deemed on and the same instrument and legally binding on the parties.
7. *Assignment.* MuniServices may assign this Agreement, in whole or in part, without your consent to any corporation or entity into which or with which MuniServices has merged or consolidated; any parent, subsidiary, successor or affiliated corporation of MuniServices; or any corporation or entity which acquires all or substantially all of the assets of MuniServices. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the parties and their successors or assigns.
8. *Public Release and Statements.* Neither you nor we nor each of our representatives or agents shall disseminate any oral or written advertisement, endorsement or other marketing material relating to each other's activities under this Agreement without the prior written approval of the other Party. No Party or its agent will use the name, mark or logo of the other Party in any advertisement or printed solicitation without first having prior written approval of the other Party. The Parties shall take reasonable efforts to ensure that its Subcontractors shall not disseminate any oral or written advertisement, endorsement or other marketing materials referencing or relating to the other Party without that Party's prior written approval. In addition, the Parties agree that their contracts with all Subcontractors will include appropriate provisions to ensure compliance with the restrictions of this Section.
9. *Entire Agreement.* This Agreement is the entire Agreement between us and you for the Service(s). This Agreement supersedes and replaces any prior Agreements, of whatever kind or nature, for the Service(s). Any prior Agreements, discussions, or representations not expressly set forth in this Agreement are of no force or effect. No additional terms, Purchase Order Terms and Conditions, or oral or written representations of any kind are of any force and effect unless in writing and signed with the same formality as this Agreement.
10. *No Oral Modification.* No modification of this Agreement is effective unless set forth in writing and signed with the same formality as this Agreement.
11. *Invalidity.* If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Agreement remain in full force, if the essential provisions of this Agreement for each party remain valid, binding, and enforceable.
12. *Construction.* This Agreement is to be construed in accordance with the laws of the State of Texas without regard to its conflict of laws principals.
13. *Headings.* The section headings herein are for convenience and reference purposes only and are not to serve as a basis for construction or interpretation.

Attachment 3 MuniServices Helpful Contacts

Contact	Project Role	Phone	Email
Ted Kamel	Client Services Manager	903.952.9794	ted.kamel@muniservices.com
Doug Jensen	SVP Client Services	559.288.8943	doug.jensen@muniservices.com
Lisa Broussard	VP Client Services	713.459.5079	lisa.broussard@muniservices.com
Andrea Hunter	VP Audit Services	205.533.0297	ahunter@revds.com
Christy Cato	VP Tax Administration	205.423.4136	ccato@revds.com
Carol Dyar	Tax Administration Manager	205.423.4145	cdyar@revds.com
Kandi Warnock	TOT Production Manager	817.905.7027	kandi.warnock@muniservices.com
	Billing Department	757.321.2517	acctpay@portfoliorecovery.com
Francesco Mancia	VP Government Relations	559.288.7296	fran.mancia@muniservices.com
Brenda Narayan	Director of Government	916.261.5147	brenda.narayan@muniservices.com
Patricia A. Dunn	Contracts Manager	559.271.6852	patricia.dunn@muniservices.com

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 4, 2013

Topic:

Approve Request for Funding of the City of Tomball 80th Anniversary of the 1933 Tomball Oil Strike Celebration, to be Held May 27, 2013, as recommended by the Tourism Advisory Committee, in the Amount of \$15,000 in Hotel-Motel (HOT) Tax Revenues

Background:

The "Oiltown USA Jamboree" - Celebrating Tomball's Oil History, will be a one-day event honoring the Tomball Oil Patch Kids and Tomball's oil history through county fair style activities and more.

Planned activities include a ceremony honoring the remaining Oil Patch Kids, a mobile learning center of oil field history, vintage photo exhibit from the period, live music from the 1930s and '40s, old-style games and contests such as a pie-eating contest, greased pig contest, washer pitching, antique car show, and food at 1930's pricing.

The Tourism Advisory Committee approved the funding request on Monday, January 21, 2013, which is now presented to Council for consideration. The "Oiltown USA Jamboree" will address the Strategic Initiative of investing HOT funds most effectively for maximum return to the City through partnership with the hotel and tourism industry on joint marketing events in which those funds are invested.

Origination:

Mike Baxter, Marketing Director

Recommendation:

Approval

Funding: Yes

Account Number: 240-243-6358

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:

Oiltown USA Jamboree

Funding request: Oilfield anniversary event

Name: Title **Oiltown U.S.A. Jamboree – Celebrating Tomball’s Oil History**
Sub-title 80-years in the Making

Date: Monday, May 27, 2013

Time: 11:00 to 6 p.m.

Premise: Create a county fair style celebration of the 1933 oil strike off Telge Road west of Tomball that would later earn the City the title of Oiltown USA.

Planning committee:

Gretchen Fagan
George Shackelford
Becky Clepper – Oil Patch Kids
Dawn Stone – Tomball Chamber of Commerce
Rosalie Dillon
Mike Baxter

Current contacts:

- Offshore Energy Center – Mobile Oilfield Learning Unit (museum) based in Houston
Galveston lead: Trina at 409-766-7827
Houston – educational director Doris Tomas 281-544-2435
- Charlie Hall – Tomball Museum Center re: vintage photo exhibit and memorabilia
- Tomball High School orchestra or jazz band for “Big Band” performance
- Exxon – Offering to help with vintage photos and additional leads
- Model A Car Club – Considering our proposal to exhibit vehicles

Locations:

- Market Street – car show
- Vintage photography and memorabilia
- Depot Plaza – vendors/eating contests
- Depot Plaza/grass – greased pig and pony rides, horse shoes, washer pitching, etc.
- Gazebo – Cool Freddie
- Fountain
- Annex Parking Lot/street in front of Granny’s Korner – carnival games, face painting, bounce house, etc.
- Community Center - museum

Confirmed activities:

- Cool Freddie E and the Crew doing period music throughout the afternoon
- Greased Pig Contest

- Mobile Oilfield Learning Center
- Kids area with old fashioned kids' games, pony rides, etc.
- County Fair style contests, i.e. pie eating, ice cream eating, watermelon seed spitting, etc.

Preliminary Costs:

<u>Activity/Item</u>	<u>Cost</u>	<u>Time</u>
Cool Freddie	\$ 1,200.00	noon – 5 PM
Pony rides/Greased pig(s)	\$ 775.00	TBD
Donations to car club/museum/etc	\$ 3,000.00	
• Mobile Oilfield Learning display		(\$2,000.00)
Photo enlargements	\$ 1,000.00	
Underwriting \$.05 hotdogs, etc	TBD	
Tent/tables/chairs	\$ 3,000.00	
Advertising	\$ 2,000.00	
Portacans (10) & sanitation station	\$ 1,000.00	
Contests: pies, ice cream, prizes, etc.	\$ 500.00	
Game rentals: dunking machine, etc	\$ 1,000.00	
City services	\$ 1,000.00	
Signage	\$ 300.00	
Preliminary total*	\$14,775.00	

*Sponsor contributions would off-set expenses, and there is a possibility that tents/tables/chairs from the Memorial Day Weekend Chili Challenge on May 25th may be available to the Memorial Day event at little or no additional cost since they are already set up on-site. The same may hold true for the cost of Portacans, with our cost being an additional cleaning.

Sponsor leads:

- Baker Hughes
- Kroger
- HEB
- Local smaller businesses
- Dr Pepper

I am requesting approval of a maximum \$15,000 in HOT funds to cover the cost of the Oiltown U.S.A Jamboree on Monday, May 27, 2013, celebrating the 80th anniversary of the Tomball oil strike in 1933.

Regular City Council

Agenda Item

Data Sheet

Meeting Date: February 4, 2013

Topic:

Adopt, on First Reading, Ordinance No. 2013-01, an Ordinance of the City of Tomball, Texas Waiving the Assessment and Collection of Impact Fees for Water and Wastewater Utilities for the Development of Commercial Properties within the Old Town Area as Defined in the Tomball Comprehensive Plan and including the Properties located West of the BNSF Railroad, South of Fannin Street, East of South Elm Street, and North of Florence Street, starting at the DSP Boundary in the Southeast Corner at the BNSF Railroad and Florence Street Westerly along Florence Street to South Pine Street, Northerly along South Pine Street to Percival Street, Westerly along Percival Street to School Street, Northerly along School Street to Main Street, Westerly along Main Street to Baker Street, Northerly along Baker Street to Hicks Street, Easterly along Hicks Street to North Magnolia Street, Northerly along North Magnolia Street to Unimproved Right-of-Way North of Hicks and Epps Streets, Easterly along Unimproved Right-of-Way North of Hicks and Epps streets to North Cherry Street, Southerly along North Cherry Street to Epps Street, Easterly along Epps Street to North Elm Street, Southerly along North Elm Street to Main Street, Main Street Southerly along South Elm Street to Unimproved Fannin Street, Easterly along Unimproved Fannin Street to Right-of-Way adjacent to BNSF Railroad, Southerly along Right-of-Way adjacent to BNSF Railroad to Florence Street until March 15, 2015; Declaring all Impact Fees for Water and Wastewater Suspended by Operation of Ordinance No. 2012-31 Waived; Repealing Ordinance No. 2012-31 Passed, Approved and Adopted on the 17th Day of September, 2012 and All Other Ordinances or Parts of Ordinances in Conflict Herewith to the Extent of Such Conflict; and Providing for Severability

Background:

At the January 21, 2013 meeting, the City Council directed the City Attorney to draft an ordinance suspending the collection of water and sewer impact fees for two years in the area included in the draft Downtown Specific Plan. The ordinance was also to include those businesses in the designated area for which impact fees were not collected under the prior temporary suspension.

Origination:

City Council

Recommendation:

N/A

Funding:

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

Christal Weber, Assistant City Manager

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

ATTACHMENTS:

Ordinance No. 2013-01

ORDINANCE NO. 2013-51

AN ORDINANCE OF THE CITY OF TOMBALL, TEXAS WAIVING THE ASSESSMENT AND COLLECTION OF IMPACT FEES FOR WATER AND WASTEWATER UTILITIES FOR THE DEVELOPMENT OF COMMERCIAL PROPERTIES WITHIN THE OLD TOWN AREA AS DEFINED IN THE TOMBALL COMPREHENSIVE PLAN AND INCLUDING THE PROPERTIES LOCATED WEST OF THE BNSF RAILROAD, SOUTH OF FANNIN STREET, EAST OF SOUTH ELM STREET, AND NORTH OF FLORENCE STREET, STARTING AT THE DSP BOUNDARY IN THE SOUTHEAST CORNER AT THE BNSF RAILROAD AND FLORENCE STREET WESTERLY ALONG FLORENCE STREET TO SOUTH PINE STREET, NORTHERLY ALONG SOUTH PINE STREET TO PERCIVAL STREET, WESTERLY ALONG PERCIVAL STREET TO SCHOOL STREET, NORTHERLY ALONG SCHOOL STREET TO MAIN STREET, WESTERLY ALONG MAIN STREET TO BAKER STREET, NORTHERLY ALONG BAKER STREET TO HICKS STREET, EASTERLY ALONG HICKS STREET TO NORTH MAGNOLIA STREET, NORTHERLY ALONG NORTH MAGNOLIA STREET TO UNIMPROVED RIGHT-OF-WAY NORTH OF HICKS AND EPPS STREETS, EASTERLY ALONG UNIMPROVED RIGHT-OF-WAY NORTH OF HICKS AND EPPS STREETS TO NORTH CHERRY STREET, SOUTHERLY ALONG NORTH CHERRY STREET TO EPPS STREET, EASTERLY ALONG EPPS STREET TO NORTH ELM STREET, SOUTHERLY ALONG NORTH ELM STREET TO MAIN STREET, MAIN STREET SOUTHERLY ALONG SOUTH ELM STREET TO UNIMPROVED FANNIN STREET, EASTERLY ALONG UNIMPROVED FANNIN STREET TO RIGHT-OF-WAY ADJACENT TO BNSF RAILROAD, SOUTHERLY ALONG RIGHT-OF-WAY ADJACENT TO BNSF RAILROAD TO FLORENCE STREET UNTIL MARCH 15, 2015; DECLARING ALL IMPACT FEES FOR WATER AND WASTEWATER SUSPENDED BY OPERATION OF ORDINANCE NO. 2012-31 WAIVED; REPEALING ORDINANCE NO. 2012-31 PASSED, APPROVED AND ADOPTED ON THE 17TH DAY OF SEPTEMBER, 2012 AND ALL OTHER ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith TO THE EXTENT OF SUCH CONFLICT; AND PROVIDING FOR SEVERABILITY.

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WHEREAS, on or about May 18, 2009, the City Council of the City of Tomball, Texas adopted a Capital Improvements Plan and Impact Fees for Water and Wastewater Utilities; and

WHEREAS, on or about September 17, 2012, the City Council adopted Ordinance No. 2012-31 suspending the collection of impact fees for the development of commercial properties for the area of the City known as Old Town Tomball, that area being bounded by Fannin Street, Houston Street, the railroad tracks, and Pine Street, and including properties that front on Fannin and Houston Streets adjacent to such area; and

WHEREAS, the City Council desires to waive impact fees for water and wastewater utilities for commercial properties located within the Old Town Area as defined in the Tomball Comprehensive Plan and including the properties located west of the BNSF railroad, south of Fannin Street, east of South Elm Street, and north of Florence Street, starting at the DSP boundary in the southeast corner at the BNSF railroad and Florence Street westerly along Florence Street to South Pine Street, northerly along South Pine Street to Percival Street, westerly along Percival Street to School Street, northerly along School Street to Main Street, westerly along Main Street to Baker Street, northerly along Baker Street to Hicks Street, easterly along Hicks Street to North Magnolia Street, northerly along North Magnolia Street to unimproved right-of-way north of Hicks and Epps Streets, easterly along unimproved right-of-way north of Hicks and Epps Streets to North Cherry Street, southerly along North Cherry Street to Epps Street, easterly along Epps Street to North Elm Street, southerly along North Elm Street to Main Street, Main Street southerly along South Elm Street to unimproved Fannin Street, easterly along unimproved Fannin Street to right-of-way adjacent to BNSF railroad, southerly along right-of-way adjacent to BNSF railroad to Florence Street until March 1, 2015; and

WHEREAS, the City Council desires to waive all impact fees for water and wastewater suspended by operation of Ordinance No. 2012-31; and

WHEREAS, the City Council finds that the waiver of impact fees for water and wastewater for the specified area of the City to be in the best interest of the health, safety and welfare of the citizens of the City of Tomball; now, therefore,

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

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

Section 2. The assessment and collection of Impact Fees for water and wastewater utilities for the development of commercial properties within the Old Town Area as defined in the Tomball Comprehensive Plan and including the properties located west of the BNSF railroad, south of Fannin Street, east of South Elm Street, and north of Florence Street, starting at the DSP boundary in the southeast corner at the BNSF railroad and Florence Street westerly along Florence Street to South Pine Street, northerly along South Pine Street to Percival Street, westerly along Percival Street to School Street, northerly along School Street to Main Street, westerly along Main Street to Baker Street, northerly along Baker Street to Hicks Street, easterly along Hicks Street to North Magnolia Street, northerly along North Magnolia Street to unimproved right-of-way north of Hicks and Epps Streets, easterly along unimproved right-of-way north of Hicks and Epps Streets to North Cherry Street, southerly along North Cherry Street to Epps Street, easterly along Epps Street to North Elm Street, southerly along North Elm Street to Main Street, Main Street southerly along South Elm Street to unimproved Fannin Street, easterly along unimproved Fannin Street to right-of-way adjacent to BNSF railroad, southerly

along right-of-way adjacent to BNSF railroad to Florence Street are hereby waived until March 1, 2015.

Section 3. Any impact fees for water and wastewater suspended by operation of Ordinance No. 2012-31 are hereby waived.

Section 4. Ordinance No. 2012-31 passed, approved and adopted on the 17th day of September, 2012 is hereby repealed. All other ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

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

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 4TH DAY OF FEBRUARY 2013.

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

SECOND READING:

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

COUNCILMAN HUDGENS
COUNCILMAN STOLL
COUNCILMAN BROWN
COUNCILMAN TOWNSEND
COUNCILMAN DODSON

Gretchen Fagan, Mayor

ATTEST:

Doris Speer, City Secretary